

GENERAL TERMS AND CONDITIONS OF SALES CONTRACT

1. Application of terms and conditions of sale

- 1.1. The **Seller** is Iglucraft OÜ, registry code 14540473 (hereinafter the **Seller, we or us**), registered office Naaritsa, 70303 Leie village, Viljandi municipality, Viljandi County, e-mail address taketime@iglucraft.com, website www.iglucraft.com (hereinafter the **Website**).
- 1.2. The **Buyer** is a consumer, i.e. a natural person who makes a purchase that is not related to independent economic or professional activities.
- 1.3. The general terms and conditions of the sales contract (hereinafter the **Terms and Conditions of Sale**) shall apply to the sales contracts (hereinafter the **Contract**) of saunas, buildings and other goods produced by the Seller (hereinafter the **Goods**) that are entered into between the Seller and Buyer during the period of validity of these Terms and Conditions of Sale.
- 1.4. These Terms and Conditions of Sale are valid as of 01.01.2019.

2. Sale

- 2.1. Under the Contract, We undertake to produce and deliver to the Buyer the Goods the latter has ordered and transfer the right of ownership of the Goods whereas the Buyer undertakes to pay us the purchase price of the Goods in money and receive the Goods.

3. Placing an order and entry into Contract

- 3.1. For ordering the Goods, the Buyer must first contact us via the telephone number or e-mail address indicated on the Website, or by submitting a query via the form on the Website. We shall contact the Buyer via e-mail or telephone according to their wishes and specify the terms and conditions of the order.
- 3.2. Once the terms and conditions of the order have been specified, we shall send the Buyer a price proposal via e-mail, indicating the description of the Goods (including the choice of colour, furnishings, etc.), drawing, price, location of delivery of the Goods, fee for delivering the Goods and the estimated time of delivery of the Goods (hereinafter the **Price Proposal**). The Terms and Conditions of Sale shall be appended to the Price Proposal.
- 3.3. The Buyer must accept the Price Proposal via telephone or e-mail within the term set out in the Price Proposal. If the Buyer does not accept the Price Proposal within the term set out therein, we shall consider that the Buyer has refused the Price Proposal and it shall become invalid. If the Buyer has accepted the Price Proposal, we shall send an advance payment invoice to the Buyer via e-mail that also sets out the final total price of the Goods.
- 3.4. The Contract shall be considered to have been entered into as of the receipt of the amount of advance payment indicated in the advance payment invoice to our bank account. By paying the advance payment invoice, the Buyer confirms their approval of the final price indicated in the advance payment invoice as well as of the Price Proposal and the Terms and Conditions of Sale.
- 3.5. If the Buyer fails to pay the advance payment invoice in a timely manner, the Contract shall not enter into force and we shall not be obliged to fulfil the order and commence the production of the Goods.

4. Goods

- 4.1. Information concerning the main characteristics of the Goods (including dimensions, weight, floor plan, furnishings, technical devices and equipment) is provided on the Website.
- 4.2. The exact properties of the Goods are indicated in the Price Proposal.
- 4.3. The Seller shall ensure that the Goods comply with the terms and conditions provided in the product declaration and they can be installed pursuant to the terms and conditions provided therein. The product declaration shall be sent to the Buyer via e-mail along with the advance payment invoice and delivered to the Buyer with the Goods.

5. Price of Goods and fee for delivery of Goods

- 5.1. The approximate price of the Goods is indicated on the Website. The Price Proposal indicates the price of the Goods under the terms and conditions provided in the Price Proposal. The final price of the Goods may differ from the approximate price indicated on the website and the estimated

price indicated in the Price Proposal, depending on the furnishing and colour solutions agreed on with the Buyer and other properties of the Goods.

- 5.2. The final price of the Goods is indicated on the advance payment invoice.
- 5.3. The price of the Goods does not contain the fee for the transportation or installation of the Goods.
- 5.4. A fee for delivery shall be added to the price of the Goods. The amount of the fee for delivery of the Goods depends on the destination and the method of shipping. The amount of the fee for delivery is indicated in the Price Proposal.

6. Payment terms

- 6.1. The Buyer shall pay for the Goods and the delivery of the Goods by means of a bank transfer to our bank account on the basis of the invoices submitted by us.
- 6.2. The payment deadline of the invoice is indicated therein.
- 6.3. Upon any delay in the payment of the invoice, we shall be entitled to demand default interest in the amount of 0.02% of the outstanding amount per day from the Buyer.

7. Delivery of Goods

- 7.1. We shall announce the term of delivery of the Goods to the Buyer via e-mail after the Buyer has paid the advance payment invoice in full. The term of delivery of the Goods may differ from the estimated term of delivery of the Goods indicated in the Price Proposal as we are obligated to commence producing the Goods as of the payment of the advance payment invoice and the time of production of the Goods depends on our production capacity.
- 7.2. For the part exceeding the advance payment, we shall submit an invoice for the Goods and the delivery thereof (hereinafter the **Final Invoice**) to the Buyer via e-mail before the delivery of the Goods.
- 7.3. We are only obligated to deliver the Goods to the Buyer on the condition that the Buyer has paid the advance payment invoice and the Final Invoice in full.
- 7.4. If the Buyer delays the payment of the Final Invoice by more than 14 days and has failed to pay the Final Invoice within an additional reasonable term granted by us, we have the right to withdraw from the Contract. In this case, we are not obliged to produce the ordered Goods or deliver it to the Buyer. Furthermore, we are entitled to demand a contractual penalty from the Buyer in the amount equalling the amount of the paid advance payment.
- 7.5. Unless otherwise agreed with the Buyer, we shall deliver the Goods to the location indicated in the Price Proposal and deliver the Goods against the signature of the person designated by the Buyer.
- 7.6. Upon the request of the Buyer, we shall deliver the Goods at the location of our factory to the transport operator designated by the Buyer. In this case, the obligation of delivery of the Goods shall be considered to have been performed by delivering the Goods to the transport operator.
- 7.7. Along with the Goods, we shall hand over to the Buyer any and all documents belonging to the Goods, including the installation, maintenance and user instructions and the product declaration.
- 7.8. The right of ownership and the risk of accidental destruction of or damage to the Goods shall be transferred from the Seller to the Buyer upon the delivery of the Goods from the Seller to the Buyer.
- 7.9. Upon the delivery of the Goods, the Buyer is obligated to inspect the Goods and examine the compliance of the Goods with the Price Proposal and the Contract. The Buyer has the right to refuse to receive the Goods if they do not meet the terms and conditions of the Contract.
- 7.10. Upon the delivery of the Goods, the Buyer shall also be handed a delivery note (hereinafter the **Delivery Note**) that the Buyer is obligated to fill in and send back to us via e-mail within three working days as the latest as of the receipt of the Goods. The Buyer shall fill in the Delivery Note according to the form and indicate therein the following details:
 - 7.10.1.details of the Buyer;
 - 7.10.2.confirmation of the receipt of the Goods;
 - 7.10.3.any deficiencies discovered upon the inspection of the Goods, including any photographs taken by the Buyer as appended to the Delivery Note;

7.10.4. signature of the Buyer.

8. Sales warranty

- 8.1. We shall provide the Goods with a warranty of 24 months as of the delivery of the Goods to the Buyer (hereinafter the **Warranty Period**).
- 8.2. The warranty shall only apply on the condition that the Buyer has returned the duly filled in Delivery Note to us pursuant to clause 7.10.
- 8.3. During the Warranty Period, we shall repair free of charge any deficiencies in the Goods or replace deficient Goods unless we are able to prove that the deficiencies were caused due to a violation of the requirements of the installation, use or maintenance of the Goods.
- 8.4. The Goods replaced during the Warranty Period shall not be provided a new warranty of the same duration and the warranty shall apply during the 24 months as of the initial delivery of the Goods. If we repair the Goods during the Warranty Period, the Warranty Period shall not be extended for the duration of the repairs.
- 8.5. In order to exercise the rights arising from the warranty, the Buyer shall have to address us verbally or in writing via the contact details indicated in the Terms and Conditions of Sale or on the Website.
- 8.6. In addition to the rights resulting from the warranty, the Buyer shall also have other rights arising from legislation.

9. Deficiencies of Goods

- 9.1. We are responsible for the non-compliance of Goods sold to the Buyer with the terms of the Contract or for deficiencies which already existed at the time of delivery and which occur within two years of delivering the Goods to the Buyer. During the first six-month period, it shall be assumed that the deficiency already existed at the time of delivery of the Goods if such an assumption is not contrary to the nature of the Goods or the deficiency. The obligation of rebutting such an assumption shall lie with us.
- 9.2. We shall not be responsible for the non-compliance of the Goods that has come about after the delivery of the Goods unless the non-compliance was caused due to our prior violation of obligations.
- 9.3. We shall not be responsible for the non-compliance of the Goods arising from the incorrect installation of the Goods unless we have failed to hand over the installation instructions along with the Goods.
- 9.4. We shall not be responsible for the non-compliance of the Goods to the terms and conditions of the Contract if the Buyer was aware or should have been aware of such non-compliance upon entering into the Contract.
- 9.5. We shall not be responsible for whether the Buyer is able to install the Goods at the location desired by the Buyer. The Buyer shall be responsible to the full extent for receiving any permits and approvals required for erecting the Goods as a building and for complying with any other requirements related to building work.
- 9.6. Upon the discovery of any deficiencies or non-compliance of the Goods, the Buyer shall have to address us verbally or in writing via the contact details indicated in the Terms and Conditions of Sale or on the Website within two months at the latest as of the Buyer discovering the non-compliance.
- 9.7. If the Goods are deficient and we are respectively responsible therefor, we shall repair or replace the deficient Goods at our own expense. If we replace the Goods, we have the right to request that the Buyer return the Goods that do not comply with the terms and conditions of the Contract. If the Goods cannot be repaired or replaced, we shall refund any and all amounts received from the Buyer under the Contract.

10. Processing of personal data

- 10.1. The personal data of the Buyer shall be processed pursuant to our privacy policy which is published on our Website and can be accessed here: <https://iglucraft.com/privacy-policy>

11. Applicable law and resolution of disputes

- 11.1. The Contract shall be governed by the legislation of the Republic of Estonia.

- 11.2. If the Buyer has any questions or complaints concerning the Goods, we kindly ask them to address us verbally or in writing via the contact details indicated in the Terms and Conditions of Sale or on the Website.
- 11.3. If we are unable to resolve the dispute in agreement with the Buyer, the latter shall have the right to address the Consumer Disputes Committee or a court of the Republic of Estonia. The Consumer Disputes Committee is competent to resolve disputes arising from the Contract entered into between the Buyer and us on the basis of the Terms and Conditions of Sale. The procedural rules of the Committee can be examined and an application can be filed [here](#). The Buyer's complaints shall be considered by the Committee free of charge.
- 11.4. The Buyer may also file their complaint via the online dispute resolution platform, which is available [here](#).