

1. General information

Our quotations, orders, purchase orders and deliveries are made solely on the basis of these general terms and conditions, which apply to all present and future business relationships. By placing a purchase order, the contracting party expressly acknowledges the following terms and conditions. All purchasing conditions or other terms and conditions of the contracting party which are contrary to our terms and conditions shall not apply, even if this was the basis used by the contracting party. Should individual sections of these terms and conditions be ineffective, this shall not affect the validity of the other sections. Both we and the contracting party herewith undertake – based on the good faith of contracting parties – to agree on a substitute stipulation that comes closest to the commercial intent of the condition deemed ineffective.

2. Conditions of purchase

We do not accept exclusions of liability nor any limitations of liability of the contracting party, especially ones resulting from the warranty of title or from damages, unless the details of which were explicitly negotiated with us and set forth in writing.

This therefore also applies, for example, to any changes to the statutory burden of proof to our disadvantage, shortening of the deadlines etc. We thereby also do not accept any exemption from a claim for compensation in accordance with § 933 b of the General Civil Code of Austria (ABGB).

In the event of the occurrence of defects, we are entitled to a choice between exchange, repair or price reduction, unless a right to a conversion change should apply and we assert this right.

3. Quotations

Our quotations are non-binding. The contract is only deemed to have been concluded when we have sent a written confirmation of the quotation.

4. Orders

We only deem the order to be binding once we have confirmed it in writing. sentiotec will confirm the order or decline acceptance of the order within 2 weeks of receiving the order. In the event of an immediate delivery, the invoice shall also serve as a confirmation of the order.

If, in the case of framework agreements, not all delivery dates have been determined at the time the order is confirmed, it is understood that the customer shall purchase the complete order quantity no later than one year after the date of the order confirmation. Any agreements deviating from these framework agreements shall be confirmed by us in writing with the order confirmation.

5. Prices

The prices specified by sentiotec are net prices in euros and are quoted without value added tax, as well as transport, installation or assembly costs. Should wages based on collective bargaining regulations in the industry or on internal company agreements or other costs necessary for producing the service (such as those for materials, energy, transport, outside services, financing etc.) change, then we are entitled to adjust the prices accordingly.

6. Terms of payment

Our outstanding invoices are due for payment in the form of net cash for the total quoted on the invoice without any deduction following receipt of the invoice. A cash discount deduction will only be honoured within the framework of, and based on, a corresponding agreement. Payments have been made when we have the full amount due at our disposal. We are also expressly entitled to issue partial invoices should the services have been provided in parts. In the event of a deferred payment, interest on arrears will be charged at a rate of 8% annually from the date on which the outstanding sum was due. In the event of a deferred payment, the contracting party is obliged in accordance with § 458 of the Austrian Commercial Code (UGB), regardless of culpability, to pay a lump sum of EUR 40.00 in compensation for operating costs incurred on our part.

In the case of involving a collection agency, the contracting party is, furthermore, obliged to compensate all costs thereby incurred by us, insofar as they do not exceed the maximum agency fee rates pursuant to the regulations issued by the BWA (Federal Ministry for Economic Affairs and Employment).

We are entitled to check the credit rating of contracting parties using the general means available. If this results in reasonable doubts concerning the credit rating, or if any other substantial deterioration in the financial circumstances of the contracting party arises, we are entitled to revoke any due dates for payments which were granted and to only undertake further deliveries in return for prepayment or cash on delivery.

7. Delivery period

The delivery period begins from the first working day on which all commercial and technical requirements for implementing the order have been met, any necessary authorisations have been granted, and we are in possession of the agreed down payment or prepayment. Partial deliveries are permitted. We are unable to assume any liability should punctual delivery to us or to a supplier be hindered as a result of disruptions to operations or production, difficulties in material procurement, lack of work staff, strikes, upheavals, lockouts or cases of force majeure.

Modifications requested by the contracting party may entail an extension of the delivery period. The delivery period is deemed to have been met if the delivery item has left the factory or notification of its readiness for dispatch has been issued by the date on which it expires.

The contracting party has to accept minor exceedance of the delivery period without being entitled to any compensation claim or right of cancellation.

8. Transport

The place of fulfilment, both for performance of our service and the consideration, is sentiotec GmbH, Wartenburger Straße 31, A-4840 Vöcklabruck. Transport and delivery of goods respectively is performed by third parties without a guarantee of the least expensive means of shipment. The contracting party shall be liable for the delivery costs and the transport risk.

9. Changes to the technical specifications

We reserve the right to make objectively justified and appropriate changes in the interest of technical progress without further notice.

10. Reservation of title

The goods remain our property until complete payment of the purchase price has been made. The contracting party is entitled to resell the goods under reservation of title within the framework of a proper course of business. The sums outstanding from resale shall be transferred to us up the sum of the total payment outstanding from the business relationship. We may demand, at any time, that the contracting party disclose the name of the purchasing party to us and are entitled to inform the customer about the subrogation and collect the sums outstanding directly from the customer in the event of a deferral of payment. As long as the reservation of title applies, the contracting party is not entitled to a pledging of goods or transfer of security. The extended reservation of title is valid for any further processing of the delivered item. The supplier enjoys sole ownership of the newly manufactured item, which is only transferred to the contracting party once full payment of the entire outstanding sum specified on the invoice has been paid. When asserting our reservation of title, any withdrawal from the contract only applies when this has been explicitly specified.

11. Protection of plans and documents

Plans, sketches, cost estimates and other documents such as catalogues and similar items remain our intellectual property and may not be used for any other purposes, be reproduced or made accessible to third parties. No authorisation exists to replicate individual parts.

12. Obligation to examine goods and give notice of defects

The contracting party must always be able to prove that the defect already existed at the time of handover. The goods must be examined immediately and complaints due to material defects, incorrect deliveries and/or deviations in quantity must be submitted to us in writing immediately, and 7 days after arrival at the intended destination at the latest. To comply with the period for giving notice of defects, sending a written notice of defect in good time, precisely describing the claimed defects, providing a photograph and specifying the order number and delivery note number will suffice. In order to examine the complaint, the contracting party is obliged to send us, upon request and free of charge, the goods which are the object of the complaint and their components with immediate effect. If a notice of defects is not submitted or is not submitted in time, the goods will be deemed to have been approved. Asserting warranty or compensation claims due to the defect itself, as well as the right to voidability for mistake based on defects, are excluded in these cases.

13. Limitation of liability, warranty

Apart from those cases in which by law the right to conversion exists, we reserve the right to satisfy the warranty claim at our discretion by means of improvement, exchange or price reduction. The warranty period applies for 2 years from delivery for moveable items. Excluded from an agreed warranty are defects due to any modifications to delivered components/devices performed by persons not authorised by us. In particular, we are then not liable for defects resulting from incorrect installation, operating errors and external influences. An agreed warranty is also voided if the serial number of a delivered component/device is unrecognisable or relevant safety markings have been removed or destroyed. Parts which are subject to rapid wear as a result of their material characteristics or the way in which they are used, e.g. indicator lamps, fuses, switching relays, heating elements, switches and push buttons, are excluded from the warranty, as well as all defects caused by extraordinary stresses, such as electric arcs, exposure to radiation, electrostatic and electromagnetic interference fields, environmental influences and operating conditions etc.

We are only bound to the agreed warranty if the contracting party has, for its part, fulfilled the obligations for which it is responsible, in particular by paying the purchase price. Claims made by the contracting party relating to the expenditure necessary for the purpose of supplementary performance, in particular transport, road, labour and material costs, are excluded. Excluded in individual cases are written agreements between the contracting party and sentiotec.

14. Compensation for damages

Other than in the case of personal injury, claims for compensation from consequential damages caused by a defect, irrespective of the legal grounds on which they are based, are excluded, provided the defect is not due to wilful intent or gross negligence. In the event of gross negligence, this must be proven by the claimant.

Other than in the case of personal injury, we are only liable if gross negligence can, at the least, be proven by the claimant. Claims for compensation become time-barred in 6 months after becoming aware of the damage and the liable party, but in any case in 5 years after providing the service or delivery.

15. Cost estimate

A non-binding cost estimate will be sent before repairs are carried out. The costs for the cost estimate are to be reimbursed. The contracting party will be liable for the costs for shipment and packaging. Carriage forward shipments of any kind will not be accepted without our prior written consent.

16. Exclusion of set-off rights

The contracting party cannot set off its own claims against claims by sentiotec if they have not been determined by a court of law.

17. Right of retention

Justified complaints do not provide grounds for withholding the entire sum on the invoice, but rather only an appropriate share of the total invoice sum.

18. Note on data

The sentiotec data protection provisions apply to all business activities, unless otherwise agreed in writing in advance - to be found under <https://www.sentiotec.com/en/privacy-statement>.

19. Choice of law

Austrian substantive law shall apply. The applicability of UN Sales Convention is excluded. The language of the contract is German.

20. Court of jurisdiction

All disputes arising from this contract shall be settled by the competent local court responsible for the registered office of our company. However, we also have the right to take legal action in the court of jurisdiction of the contracting party.

Warranty conditions

sentiotec GmbH is convinced of the quality of its products, and we want you to benefit from them in the future!

Warranty conditions for technology

We provide a 2-year manufacturer's warranty on all of our control units in the sentiotec sauna, sentiotec infra and sentiotec light&media product lines. We provide a 2-year manufacturer's warranty for infrared radiators and additionally 5000 operating hours for DIR radiators. The warranty period for all sauna heaters is generally 2 years.

Requirement for this warranty:

- The control units have been installed by an authorised specialist company;
- The devices are operated according to the sentiotec operating manuals;
- The warranty claim is received by sentiotec within the warranty period.

Excluded from the warranty are:

- Deficiencies or damage caused by non-intended use;
- All consumable materials and consumable objects, such as heating elements, etc.

Warranty conditions for cabins:

We provide a five-year warranty on all of our solid wood and element cabins of the line sentiotec sauna and sentiotec infra

for private usage. For commercial usage, the warranty is two years.

Requirement for this warranty:

- The corresponding invoice is presented,
- A detailed description of the defect is enclosed,
- The cabins were installed in accordance with the sentiotec installation and operating instructions,
- The warranty claim is received by sentiotec within the warranty period.

Excluded from the warranty are:

- Deficiencies or damage caused by non-intended use,
- Cabins that were modified without the explicit approval of the manufacturer,
- Pitch pockets and pitch that has emerged,
- Damage and discolouration of the wood due to inadequate ventilation or a non-intended installation site,
- Natural changes in the wood such as discolouration, crack formation, shrinkage, swelling or similar changes due to the natural properties of the wood.

Pitch pockets are not grounds for return, since they can always appear in spruce wood and the depth at which they lie cannot be detected during the sorting out process. Pitch pockets are not grounds for return, if these are just under the surface, heat can cause them to soften and "bleed". Remove leaking pitch with a rag soaked in acetone. If only droplets of pitch occur, allow these to harden and then carefully scrape them off with a knife.

The warranty period starts from the date of invoice of the cabin manufacturer. A requirement is the presentation of the original invoice. If no original invoice is available, the month of manufacture, noted on the type plate of the product, is used as the basis for the start of the warranty period.

The warranty period is neither extended nor renewed by warranty services.