

General Terms and Conditions

for the Online Shop (B2C)

TPI GmbH · Rieglerstraße 21 · A-4873 Frankenburg

Email: office@tpi.co.at | www.infracworld.com

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I. Scope and Contracting Party

- **Scope of application:** These General Terms and Conditions (GTC) apply to all contracts and orders concluded with consumers via the online shop operated by TPI GmbH (hereinafter the 'Seller') on the website www.infracworld.com.
- **Definition of consumer:** The offer is intended exclusively for consumers (end customers). A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their trade nor to their independent professional activity (Section 1 KSchG for Austria / Section 13 BGB for Germany). Orders from traders (B2B) are not intended to be placed through the online-shop system; commercial customers are requested to contact the Seller directly.
- **Contracting party / Seller**
TPI GmbH
Rieglerstraße 21
A-4873 Frankenburg
Austria
Email: office@tpi.co.at
Website: www.infracworld.com
VAT ID: ATU24459501
Commercial Register No.: 88166g
- Any terms and conditions of the Customer that deviate from or conflict with these GTC shall not be accepted unless the Seller expressly agrees to their application in text form.
- The contract shall be concluded exclusively in German.

II. Products, Offers and Conclusion of the Contract

- **Product range:** This online shop sells accessories for saunas and infrared cabins only (e.g. sauna heaters, sauna stones, accessories and spare parts). Complete saunas, infrared cabins and large-scale installations are not offered through the online shop and cannot be ordered directly from it.
- **Freight-only items:** Items that, due to their nature, weight or dimensions, can only be transported by a freight carrier cannot be ordered through the online shop. They are displayed in the shop for information purposes only, without an ordering function. Please contact us directly with individual enquiries regarding these items.
- **Customer account:** Customers may voluntarily create a customer account in the online shop. Orders may also be placed as a guest without a customer account. In particular, customers can view the data stored in their account and their previous orders. Customers must keep their login details confidential and protect them from access by unauthorised third parties. Customers may request deletion of their customer account at any time, provided that no statutory retention requirements or other legitimate grounds prevent deletion. Further information on the processing of personal data in connection with the customer account is available in the Privacy Policy.
- Customers must ensure that the information provided when placing an order, in particular the delivery address and email address, is correct and complete. Any changes or obvious errors should be reported to the Seller as soon as possible.
- The presentation of products in the online shop does not constitute a legally binding offer by the Seller, but a non-binding invitation to the Customer to place an order (invitatio ad offerendum).
- By clicking the 'order with obligation to pay' button, the Customer submits a binding offer to purchase the goods in the shopping cart.

- Immediately after submitting the order, the Customer will receive an automated acknowledgement of receipt by email. This does not yet constitute acceptance of the offer. The purchase contract is concluded only when the Seller accepts the order by sending a separate order confirmation by email or dispatches the goods to the Customer.
- The Seller stores the contract text. The Customer will receive the order details and these GTC by email. The current GTC may also be accessed on the website at any time.

III. Prices, Shipping Costs and Payment Terms

- All prices stated in the online shop are final prices in euros and include **statutory value-added tax (VAT)**. Any additional delivery and shipping costs are shown separately and transparently during the ordering process.
- The following **payment methods** displayed during the ordering process are available to the Customer: **credit card/debit card and eps bank transfer**.
- **Payment processing** is carried out by the payment service provider Stripe. If the Customer selects a corresponding payment method, the Customer may be redirected to Stripe's payment page to complete the payment. Payment is deemed successfully completed only once the payment transaction has been confirmed by Stripe.
- Payment is made immediately during the ordering process using the payment method offered and selected. If, in exceptional circumstances, an order cannot be accepted, any payments already made will be refunded without undue delay.
- The **invoice** is issued **electronically**, in particular **by email**, after the order has been internally reviewed and processed. The Customer agrees to receive electronic invoices.
- If the Customer is in default of payment, the statutory provisions on default interest applicable to consumers shall apply.
- **Retention of title:** The Seller retains title to the delivered goods until the purchase price has been paid in full and finally settled. For customers in Germany, this applies in accordance with Section 449 BGB.

IV. Delivery and Shipping Terms

1. Shipping Partners and Delivery Areas

- All items available for order through the online shop are delivered **exclusively by parcel service to Austria and Germany**. Freight shipping and collection by the Customer are not available through the online shop.
- Unless a different delivery time is stated on the product page, the standard delivery time to Austria and Germany is 5–10 business days. The delivery period begins on the business day following conclusion of the contract and successful completion of the payment transaction.

2. Shipping Cost Structure

Shipping costs depend on the product category, the country of delivery and, where applicable, the shipping weight. They are shown transparently during the ordering process before the order is placed. **All prices below are gross prices, including statutory VAT.**

a) Standard items and accessories – weight-based shipping rates:

The following weight bands apply to standard items and accessories. Shipping costs are calculated on the basis of the total weight of the order.

Free delivery for standard items and accessories for order values of:

Austria: € 199.00 or more

Germany: € 238.00 or more

Free delivery applies exclusively to standard items and accessories. Separate shipping charges apply to **sauna heaters** and **sauna stones**; **no free-shipping threshold applies to these items**.

Below these order values, the following shipping charges apply:

Weight	Austria (gross)	Germany (gross)
up to 3 kg	€ 7.80	€ 12.85
up to 5 kg	€ 8.64	€ 12.85
up to 10 kg	€ 9.24	€ 13.69
up to 15 kg	€ 18.60	€ 23.80
up to 20 kg	€ 19.80	€ 26.18
up to 25 kg	€ 19.80	€ 27.37
up to 30 kg	€ 19.80	€ 28.56
up to 40 kg	€ 19.80	€ 41.65

b) Sauna heaters – flat-rate special shipping charge (fixed amount per heater, including stones):

Due to their weight and packaging requirements, sauna heaters are subject to a flat-rate special shipping charge per item. No free-shipping threshold applies to sauna heaters.

Country	Total (gross)
Austria	€ 60.00
Germany	€ 71.40

c) Sauna stones – shipping charge per parcel:

Sauna stones are shipped in parcels. The shipping charge is calculated for each parcel or part thereof, up to a maximum of 20 kg per parcel. No free-shipping threshold applies to sauna stones.

Country	Price per parcel (up to 20 kg)
Austria	€ 19.80
Germany	€ 26.18

3. Further Delivery Terms

- Partial deliveries are permitted provided that they are reasonable for the Customer. The Seller shall bear any additional shipping costs arising from partial deliveries.
- For shipping purposes, a sauna heater and the corresponding sauna stones may be delivered in separate parcels.
- Passing of risk: The risk of accidental loss of or accidental damage to the goods passes to the Customer only when the goods are physically handed over to the consumer or to a third party designated by the consumer who is not the carrier.
- Unless a different delivery time is stated on the product page or during the ordering process, the standard delivery time specified in Section IV.1 applies. In the event of temporary business closures, company holidays or other notices separately displayed in the online shop, the delivery time may be extended accordingly. The delivery time shown to the Customer before the order is placed shall prevail.
- In the event of unforeseen circumstances beyond the Seller's control that temporarily impede or prevent delivery, the delivery time shall be extended by a reasonable period. If the agreed delivery time is exceeded, the Customer shall be entitled to the statutory remedies.
- For the purpose of arranging delivery, the necessary data, in particular the Customer's name and delivery address, will be transmitted to the appointed shipping service provider. If the Customer has given the relevant consent during the ordering process, the email address may also be disclosed to the shipping service provider for the purpose of sending shipping and delivery information and enabling shipment tracking. Further information is available in the Privacy Policy.

V. Right of Withdrawal / Right to Cancel

1. Information on the Right of Withdrawal

- **You have the right to withdraw from this contract within 14 days without giving any reason.**
- The withdrawal period is 14 days from the day on which you, or a third party designated by you other than the carrier, take possession of the goods. For multiple goods in one order, receipt of the last item shall apply. For goods delivered in several consignments or pieces, receipt of the last consignment or piece shall apply.

2. Exercising the Right of Withdrawal / Right to Cancel

- To exercise your right of withdrawal, inform us of your decision to withdraw from this contract by an unequivocal statement, for example by letter or email. No particular form is required.

TPI GmbH

Rieglerstraße 21

A-4873 Frankenburg

Austria

Email: office@tpi.co.at

- To meet the deadline, you need only send the notice exercising your right of withdrawal before the withdrawal period expires. You may use the model withdrawal form below, but this is not mandatory.
- You may also exercise your right using the online withdrawal function on our website. If you do so, we will acknowledge receipt of your notice without undue delay on a durable medium, for example by email.

3. Effects of Withdrawal / Cancellation

- If you withdraw from this contract, we shall reimburse all payments received from you, including delivery costs, except any supplementary costs arising because you chose a delivery method other than the least expensive standard delivery offered by us.
- We will reimburse you without undue delay and no later than 14 days after receiving your notice. We will use the same means of payment as for the original transaction unless expressly agreed otherwise. You will not incur any fees.
- We may withhold reimbursement until we have received the goods back or until you have supplied evidence that you have returned the goods, whichever occurs first.

4. Returning the Goods

- You must return or hand over the goods to us without undue delay and no later than 14 days after notifying us of your withdrawal from this contract. The deadline is met if you dispatch the goods before the 14-day period expires.
- **The consumer bears the direct cost of returning the goods.**
- You are liable only for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

5. Exceptions to the Right of Withdrawal / Right to Cancel

The right of withdrawal does not apply, in particular, to:

- goods made to the Customer's specifications or clearly personalised;
- sealed goods which are not suitable for return due to health protection or hygiene reasons, if their seal has been removed after delivery;
- goods which, after delivery, are, by their nature, inseparably mixed with other items.

Note: Sauna stones supplied as unsealed goods are generally subject to the standard right of withdrawal, provided that they have not already been used or mixed with other items.

6. Model Withdrawal Form (pursuant to Annex I, Part B FAGG)

(Complete and return this form only if you wish to withdraw from the contract.)

To:

TPI GmbH

Rieglerstraße 21

A-4873 Frankenburg

Austria

Email: office@tpi.co.at

I/We (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods:

Ordered on (*) / received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s)
(only if this form is submitted on paper):

Date:

(*) Delete as appropriate.

VI. Statutory Warranty Rights

- The statutory warranty rights apply. The warranty period is two years from delivery of the goods. During the first year after delivery, the law presumes that any defect identified was already present at the time of delivery, unless that presumption is incompatible with the nature of the goods or the defect.
- If a **defect** is covered by the statutory warranty, the Customer may initially request repair or replacement. The Customer may choose between repair and replacement unless the chosen remedy is impossible or would impose disproportionately high costs on the Seller compared with the other remedy.
- If repair or replacement is impossible or unreasonable, is refused by the Seller or is not carried out within a reasonable period, the Customer shall be entitled to the further statutory remedies, in particular a price reduction or termination of the contract.
- Damage attributable exclusively to normal **wear and tear**, improper use, incorrect installation by the Customer, external influences or use contrary to the product's intended purpose does not give rise to a statutory warranty claim. This does not apply if a defect covered by the statutory warranty was already present at delivery.
- To enable prompt processing, please submit complaints by email to office@tpi.co.at, if possible, stating the order number and providing a brief description of the defect and meaningful photographs.

VII. Liability

- The Seller shall be liable in accordance with the statutory provisions. Claims under the Product Liability Act remain unaffected.

VIII. Data Protection

- Personal data is collected and processed in accordance with the General Data Protection Regulation (GDPR) and the applicable national data-protection legislation.
- Further information on the nature, scope and purpose of the data processing, the respective legal bases, recipients or categories of recipients, in particular in connection with payment and shipping, and the rights of data subjects is available in the Privacy Policy, which may be accessed at any time on the website www.infracore.com.

IX. Consumer Dispute Resolution

- The Seller is neither willing nor obliged to participate in dispute-resolution proceedings before a consumer arbitration body unless there is a statutory obligation to do so.

X. Final Provisions, Applicable Law and Jurisdiction

- For contracts with **customers in Austria**, Austrian law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Jurisdiction shall be determined in accordance with the mandatory consumer-protection provisions.
- For contracts with **customers in Germany**, Austrian law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that this does not deprive the consumer of the protection afforded by mandatory provisions of German law.
- If any provision of these GTC is or becomes wholly or partly invalid, this shall not affect the validity of the remaining provisions. The applicable statutory provision shall take the place of the invalid provision.