

GENERAL TERMS AND CONDITIONS

TPI GmbH, Rieglerstraße 21, A-4873 Frankenburg, Austria

I. Scope of Application

These Terms and Conditions apply to all business transactions between the Seller and its customers. They are also binding for subsequent transactions. Amendments and ancillary agreements must be made in writing. Management reserves the right to approve the order in question. All offers made by TPI GmbH are subject to change and non-binding unless expressly designated as binding. A transaction becomes binding on the Seller only upon dispatch of an order confirmation.

II. Delivery

1. Delivery shall be at the customer's expense.
2. The delivery period commences on the date of the order confirmation.
3. Partial deliveries are permitted.
4. If a delivery date is exceeded by more than 10 weeks and an appropriate additional period set by the customer subsequently expires without result, the customer may withdraw from the contract.
5. Claims for damages due to delayed delivery are excluded.
6. Unforeseeable events, such as force majeure, war, warlike events or other civil unrest, shortages of raw materials, transport delays, strikes or other production stoppages and other disruptive events, release us from our obligation to deliver on time for the duration of such events. If these events last longer than 10 weeks, TPI GmbH is entitled to withdraw from the contract in whole or in part.
7. All shipping costs, in particular packaging, transport costs and transport insurance, shall be borne by the customer.

III. Prices and Terms of Payment

1. All prices are exclusive of statutory value-added tax. All prices and ancillary costs are calculated according to our price list valid at the time of delivery.
2. Price adjustment clause: Increases in raw material prices of more than 5% since acceptance of the order, for reasons beyond the Seller's control, shall be borne by the customer. The Seller shall inform the customer as soon as these circumstances become known. If the customer does not agree to the price increase, the customer may withdraw from the contract free of charge within 14 days of notification. If the customer does not make a decision within this period, the Seller shall be entitled to withdraw from the contract. In all cases, claims for damages or other claims against the Seller are excluded.
3. Payment is due promptly, net cash (without deductions). In the case of special agreements, the payment terms specified in the contract shall apply. If the payment deadline is exceeded, default interest of 1% of the invoice amount per month will be charged. Overdue invoices will be referred to a debt collection agency. The buyer shall bear any collection and intervention costs incurred. In the event of late payment, delivery will be made only against cash on delivery. The customer is not entitled to withhold payments due to incomplete delivery or performance, or on account of guarantee or statutory warranty claims.
4. The Seller retains title to all goods supplied until the invoice amounts, including interest and costs, have been paid in full. Until that time, the buyer may resell, process or combine the goods only with the Seller's written consent, except where the goods are intended for resale, processing or combination.

The customer undertakes, as security for the Seller's purchase price claim, to assign its own claims arising from resale and to make a corresponding entry in its books or on its invoices. In the event of attachment or other third-party claims, the buyer must draw attention to the Seller's ownership rights and notify the Seller without delay.

IV. Statutory Warranty

The Seller warrants that the goods supplied have the characteristics expressly agreed or ordinarily expected. The statutory warranty period in the direct contractual relationship between TPI and the commercial buyer is governed by the applicable statutory provisions, unless a different arrangement has been validly agreed in an individual case.

In the event of justified defects, TPI must first be given the opportunity to remedy the defect or provide replacement goods, insofar as this is legally permissible and reasonable. Further mandatory statutory rights remain unaffected.

Remedial or other work carried out by third parties without TPI's prior approval does not automatically extinguish all statutory warranty claims. TPI shall not be liable for damage caused by such interventions or for unnecessary or unreasonable costs of unauthorised work.

The buyer's statutory warranty claim against TPI GmbH is not transferable.

Statutory warranty liability is excluded insofar as damage was caused exclusively by force majeure or external influences (in particular water, fire, dirt, dust, heat, lightning or cold), improper use, or faulty installation for which TPI is not responsible.

Certain components are subject to normal wear and tear arising from use. These include, in particular, heating elements, sauna stones, light bulbs, glass rods of infrared emitters and acrylic plastic panels. Normal wear and tear resulting from intended use does not constitute a defect. However, classification as a wear part does not exclude statutory warranty claims for defects in materials or workmanship that already existed at the time of handover.

Any voluntary guarantee undertaking is governed exclusively by the respective product-specific guarantee terms. Shipping, transport, travel, repair, labour, dismantling and installation costs are covered under a voluntary guarantee only to the extent provided for in those guarantee terms. Mandatory statutory claims for reimbursement of costs, in particular under statutory warranty rights and statutory dealer recourse, remain unaffected. In the case of unjustified complaints, reasonable service charges may be invoiced after prior notification, insofar as legally permissible.

The place of performance of statutory warranty obligations is the registered office of TPI GmbH, Rieglerstraße 21, 4873 Frankenburg, Austria. Notices of defects do not entitle the customer to withhold or reduce invoice amounts that are due, unless mandatory statutory rights provide otherwise. Replaced parts and equipment shall become the property of TPI GmbH insofar as legally permissible.

Complaints relating to our products must, as a general rule, be reported by the end customer to the specialist dealer from whom the product was purchased. The matter shall generally be handled through that specialist dealer, without prejudice to any statutory claims that can be asserted directly against TPI. Sales to consumers are subject to the applicable mandatory national statutory warranty provisions, including provisions on an extension of the statutory warranty period following repair, where applicable.

Statutory warranty and recourse claims of the specialist dealer against TPI, in particular under Section 933b of the Austrian General Civil Code (ABGB), remain unaffected. The specialist dealer shall inform TPI of complaints as promptly as possible and provide available information about the product and the defect for assessment. Where reasonable, TPI should be given an opportunity to inspect the product before repair, replacement or disposal; mandatory rights of the specialist dealer remain unaffected.

V. Liability

1. TPI GmbH accepts no liability and provides no compensation for damage caused by defective products. In particular, compensation for downtime, delivery delays, replacement equipment, losses of capital and interest, and personnel costs is excluded.
2. We shall be liable for damage suffered by the customer only insofar as intent or gross negligence is attributable to us or our vicarious agents. Liability shall be limited in amount to the agreed price of the product that caused the damage or is directly connected with the damage. Among other things, we shall not be liable for third-party claims for damages, indirect losses, loss of profit or anticipated savings.

VI. Jurisdiction

The courts in Upper Austria having subject-matter jurisdiction shall have exclusive jurisdiction to decide all disputes arising from a contract, including disputes concerning its existence or non-existence. Austrian law shall apply.