

GENERAL TERMS AND CONDITIONS FOR CONSUMERS

The **iSauna Design Kft.**, as the Supplier (hereinafter referred to as the Supplier), and the customer ordering a product manufactured by the Supplier outside the scope of their business activities (hereinafter referred to as the Customer) shall have their rights and obligations not specified in an individual delivery contract governed by these General Terms and Conditions (hereinafter referred to as the GTC).

1. Supplier Information

Company Name: iSauna Design Manufacturing, Trading and Service Limited Liability Company

Registered Office and Mailing Address: 9174 Dunaszeg, Liget u. 11.

Company Registration Number: 08 09 032918

Registering Court: Company Registry of the Győr Regional Court

Tax Number: 13417145-2-08

EU VAT Number: HU13417145

Email: info@szaunagyartas.hu

2. Definitions

Customer: Any individual or entity that purchases or uses the Supplier's products—saunas or other goods—or utilizes the Supplier's services, or enters into a business contract for such purposes. This also includes any natural or legal person who contracts for construction-intermediary services.

Supplier: iSauna Design Kft.

Parties: The Customer and the Supplier collectively.

Entity: Any Hungarian or foreign entrepreneur, sole proprietorship, company, economic association, legal entity, non-legal entity organization, or condominium classified as such by law.

Work: Any sauna or other product manufactured, offered for sale, or sold by the Supplier.

Consumer: Any person acting for purposes outside their independent professional or economic activity.

3. Customer

By placing an order or entering into a contract, the Customer declares that they are acting as a consumer, intending to use the ordered sauna or other product (hereinafter referred to as the Work) for private purposes. The Customer further declares and warrants that they will not use the sauna or any other product for commercial or profit-making purposes. (Private-Purpose Purchase)

If the ordered sauna or product is intended for business use, the Customer declares and warrants that they are not acting as a consumer in this transaction and intends to use the ordered Work for business purposes. When placing an order, the Customer is required

to provide their tax identification number (EU VAT number), which is exclusively assigned to business entities. If the order is placed by an entity (economic organization), it shall be assumed—unless otherwise stated—that the order was placed in a non-consumer capacity. (Business-Purpose Purchase)

If the Customer is a legal entity, by submitting an order request or making a contractual declaration, they affirm that the individual acting on their behalf is authorized to represent the legal entity and that their representative authority is unrestricted.

4. Conclusion of the Contract

Unless otherwise agreed, the delivery contract between the Parties is concluded when both the Customer and the Supplier sign the individual delivery contract, or when the statement of acceptance of an offer is delivered to the offering Party. An individual delivery contract is deemed to be a signed order form by both Parties that specifies the essential characteristics of the ordered product, the agreed consideration, the delivery deadline, and the obligations related to performance.

5. Subject of the Contract

By concluding the contract, the Supplier undertakes to manufacture the Work as specified in the contract and, if separately agreed, to install it. The Customer agrees to accept the Work and pay the agreed price. The Supplier is entitled to use subcontractors for fulfilling its contractual obligations without requiring separate consent from the Customer.

6. Right to Give Instructions and Its Limitations

During the performance of the contract, the Supplier is obliged to act in accordance with the Customer's instructions. However, the Customer's instructions may not extend to the organization of the Supplier's activities or make the performance excessively burdensome for the Supplier. If the Customer's instruction would increase the burden of performance, it shall be considered a request for contract modification, and the Supplier may refuse to comply until the Parties reach an agreement on a proportionate increase in compensation.

If the Customer gives an impractical or unprofessional instruction, the Supplier must warn the Customer. If the Customer insists on the instruction despite the warning, the Supplier has the right to either withdraw from the contract or proceed with the task according to the Customer's instructions at the Customer's own risk. The Supplier shall refuse to comply with any instruction if its execution would violate any law or official regulation, or if it would endanger persons or property.

7. Additional and Extra Work

The Supplier shall carry out any work that is necessary for the execution of the contract but was not considered in the initial pricing and any work required to make the Work fit for its intended use (additional work). The Supplier shall also perform

any extra work that becomes necessary due to modifications requested after the initial agreement, provided that it does not excessively burden the Supplier's obligations (extra work).

8. Supplier's Fee

The Parties may agree on a lump-sum fee for the Supplier's services or may opt for an itemized billing system based on the work performed.

If the Parties agree on a lump-sum fee, the Supplier may claim an additional fee only for extra work, while compensation for additional work is not permitted. However, the Customer must reimburse the Supplier for any unforeseen costs related to additional work, which were not foreseeable at the time of contract conclusion.

If the Supplier's fee is determined on an itemized basis, the Supplier is entitled to receive compensation for the work performed in accordance with the individual contract.

Unless otherwise agreed, 20% of the Supplier's fee is payable upon signing the individual contract or upon order confirmation, which the Parties expressly designate as a deposit. The Parties acknowledge the legal effects of the deposit. If the Customer exercises their right of withdrawal or termination under Clause 11, the deposit is forfeited.

The remaining balance is due within three (3) calendar days after the fulfillment of the contract, against an invoice issued by the Supplier.

9. Place of Activity

The Supplier carries out manufacturing and preparatory activities at its own premises.

If the Parties have agreed on the installation of the product, the Customer is obliged to provide the designated worksite in a condition suitable for installation at an agreed time, ensuring that the Supplier can fulfill its contractual obligations within the deadline. The Supplier may refuse to commence work until the worksite is suitable for the activity. If the Customer fails to provide the worksite despite the Supplier's request, the Supplier may withdraw from the contract and claim damages.

If the Parties explicitly agree that the Supplier will make the designated site suitable for performing the work, the associated costs shall be borne by the Customer. If another supplier is working on the same worksite simultaneously or consecutively with the Supplier, the Customer is responsible for ensuring the efficient and coordinated execution of the work. The Customer may inspect the Supplier's activities and the materials used at any time. If the Customer detects any defects during the inspection, they must immediately notify the Supplier.

10. Deadline

The Supplier is obliged to deliver the agreed work within the deadline specified in the individual contract. A delay in delivery shall not be considered a late performance if it

is due to the delayed or non-fulfillment of any condition that the Customer is required to provide.

11. Handover and Acceptance

The Supplier delivers the completed work through a handover-acceptance procedure, during which the Parties conduct the customary inspections necessary to determine the conformity of the performance with the contract.

The Supplier's performance is considered timely if the handover-acceptance process begins within the contractually agreed deadline. The Customer may not refuse acceptance due to a defect in the work that does not prevent or hinder its intended use and can be rectified or replaced. Upon acceptance, the Supplier provides the Customer with the duly issued warranty certificate, the user manual, and all necessary information regarding the proper and safe use of the work, as well as the maintenance obligations of the Customer. The Customer acknowledges receipt of these documents upon acceptance.

The Parties agree that ownership of the work and the installed materials is transferred to the Customer upon handover and full payment of the agreed price. The Supplier retains ownership rights over the completed work and installed materials until the full payment of the consideration. The Supplier has a lien on the Customer's assets that came into its possession as a result of the delivery contract, as security for the Supplier's fee and costs.

12. Impossibility of Contract Performance

If the performance of the individual contract becomes impossible for reasons for which neither Party is responsible, the following shall apply:

- a) If the reason for the impossibility arises within the Supplier's sphere of interest, the Supplier is not entitled to any compensation.
- b) If the reason for the impossibility arises within the Customer's sphere of interest, the Supplier is entitled to the agreed payment; however, the Customer may deduct the amount saved by the Supplier in costs due to the impossibility.
- c) If the reason for the impossibility arises within the sphere of interest of both Parties or outside their spheres of interest, the Supplier is entitled to a proportionate part of the payment for the work performed and the costs incurred.

In the event of impossibility, the Customer may request that the Supplier hand over the commenced but unfinished work. In this case, the rules on unjust enrichment shall apply, meaning that the Customer is obliged to compensate the Supplier for the value of the unfinished work.

13. Withdrawal and Termination

The Customer may withdraw from the contract at any time before the commencement of its performance. After performance has started, the Customer may terminate the

contract before completion. In both cases, the deposit paid is forfeited. If the Customer withdraws from or terminates the contract, they are obliged to compensate for any damages caused by the termination. The compensation must cover all costs incurred by the Supplier, including consultation, travel, and design work hours.

If the Customer wishes to exercise their right of withdrawal or termination, they must send a clear statement of their intent (by post or electronic mail) to the following address:

iSauna Design Kft., 9174 Dunaszeg, Liget utca 11. / E-mail: info@szaunagyartas.hu

14. Defective Performance in Consumer Contracts

The Supplier performs defectively if the work does not meet the quality requirements specified in the contract or prescribed by law at the time of performance. The Supplier's performance shall not be considered defective if the Customer was aware of the defect at the time of contract conclusion or should have been aware of it.

If a defect is discovered within one year of performance, it shall be presumed that the defect already existed at the time of performance, unless this presumption is incompatible with the nature of the work or the defect. If a defect is discovered after one year, the Customer must prove that the defect already existed at the time of performance.

In the event of defective performance by the Supplier, the Customer may choose to enforce a warranty claim for material defects, product warranty, or guarantee against the Supplier. However, for the same defect, the Customer may not simultaneously or in parallel enforce both a material defect warranty claim and a guarantee claim, or both a product warranty claim and a guarantee claim.

14.1. Warranty for Defects

Based on their warranty for defects, the Customer may choose to:

- a) Request repair or replacement, unless fulfilling the chosen warranty claim is impossible or would impose disproportionate additional costs on the Supplier compared to fulfilling another warranty claim, taking into account the value of the Work in flawless condition, the severity of the breach, and the impact on the Customer; or
- b) Request a proportional price reduction, repair the defect themselves at the Supplier's expense, or have it repaired by a third party. The Customer may also withdraw from the contract if the Supplier does not undertake the repair or replacement, fails to fulfill this obligation within an appropriate deadline, or if the Customer no longer has an interest in the repair or replacement. Withdrawal is not allowed for minor defects.

The Customer may switch from one warranty right to another, but they must compensate the Supplier for the costs incurred due to the change, except when the change was necessary due to the Supplier's fault or was otherwise justified.

The Customer must notify the Supplier of the defect without delay, but no later than two months after discovering it. The Customer is responsible for damages resulting from

delayed notification. The warranty claim for defects expires two years from the date of performance. The limitation period does not include the time during which the Customer is unable to use the Work as intended due to the defect.

For the part of the Work affected by repair or replacement, the limitation period for the warranty claim restarts. If the Customer enforces a warranty claim for a separable part of the Work based on the identified defect, the warranty claim does not extend to other parts of the Work.

The Supplier bears the costs associated with fulfilling the warranty obligation. However, if the defect was also caused by the Customer's failure to fulfill their maintenance obligations, the Customer must bear the corresponding costs in proportion to their contribution to the defect.

The Customer is not entitled to withhold payment of the contractual fee or offset any claim against the Supplier's fee based on any legal grounds. For non-new, reduced-value products, the relevant legal regulations on used goods apply. Even for these products, the Customer retains the warranty rights defined in these General Terms and Conditions (GTC); however, they cannot file a complaint regarding defects disclosed at the time of purchase. The warranty for defects on used goods is valid for one year.

14.2. Product Liability

In the event of a defect in the Work, the Customer may demand that the Supplier, as the manufacturer, repair the defect or, if repair is not possible within a reasonable time without harming the Customer's interests, replace the product. The Work is considered defective if it does not meet the quality standards in force at the time of its commercialization by the Supplier or if it does not have the characteristics specified in the manufacturer's description.

The Supplier is exempt from product liability if:

- a) The defect was not detectable based on the state of scientific and technical knowledge at the time of commercialization.
- b) The defect was caused by the application of a legal regulation or a mandatory authority directive.

The Customer must notify the Supplier of the defect without delay, but no later than two months after discovering it. The Customer is responsible for damages resulting from delayed notification. The Supplier is liable for product defects for two years from the date of delivery (commercialization). This period is preclusive, meaning that after its expiration, claims cannot be enforced.

Product liability does not apply to saunas that become an integral part of real estate due to their installation method.

14.3. Guarantee

Regarding the Work covered by the contract, the Supplier complies with Government Decree 151/2003 (IX. 22.) on mandatory guarantees for certain durable consumer

goods. Accordingly, the Supplier provides a three-year guarantee for the Work, starting from the date of product receipt. Failure to enforce the guarantee within this period results in the loss of the guarantee rights.

The guarantee claim can be enforced with the warranty certificate, which is an annex to these GTC. Otherwise, the rules for the warranty for defects apply to guarantee claims.

The Supplier is exempt from the guarantee obligation only if they can prove that the cause of the defect arose after the performance.

15. Liability in the Case of Orders That Do Not Qualify as Consumer Contracts

If the Customer does not qualify as a consumer—and in the absence of a declaration to the contrary, any entity placing an order within the scope of its business activity is not considered a consumer—then, in the event of defective performance by the Supplier, and unless otherwise required by binding legal provisions, the Supplier is only liable based on warranty for defects and is not obliged to provide a guarantee.

The Customer must notify the Supplier of the defect without delay after its discovery. The Customer is responsible for damages resulting from delayed notification. In the case of a properly reported and justified warranty claim, the Supplier may, at their own discretion, repair the defect, replace the product, or provide a proportional price reduction as compensation. The Customer may enforce their warranty claim within one year from the date of performance.

16. Exclusion of Liability

The Supplier assumes no liability for damages resulting from improper or non-intended use of the Work, especially those caused by a failure to comply with the instructions in the user manual.

Since the Supplier does not intend to include financial reserves in its pricing structure to cover claims exceeding the supplier's fee, in the event of defective performance, the Supplier's liability is limited to the amount of the supplier's fee. By accepting these General Terms and Conditions (GTC), the Customer explicitly acknowledges and accepts this limitation of liability.

17. Data Protection

The Supplier processes the Customer's personal data provided during the offer submission or contract conclusion for the purpose of contract fulfillment and the handling of potential warranty claims. The Supplier only processes personal data that is essential for achieving these purposes and does so only to the necessary extent and duration.

By providing their personal data, the Customer consents to its processing for the purposes outlined above. This consent also extends to the transfer of personal data to

third parties involved in the performance of the Supplier's obligations, including transfers within the European Union.

Upon request, the Supplier shall provide the Customer with information regarding the processing of their personal data, including the source of the data, the purpose, legal basis, and duration of the processing, the name and address of the data processor, details of data protection incidents, their impact, and any measures taken to mitigate them. If the Customer's data is transferred to a third party, the Supplier shall provide information on the legal basis and the recipient of such transfer.

The Customer may request the Supplier to: Provide information about the processing of their personal data, Correct any inaccurate personal data, and delete or restrict the processing of their personal data (except where data processing is legally required).

The Customer may file a complaint or legal remedy regarding the processing of their data with the National Authority for Data Protection and Freedom of Information:

Nemzeti Adatvédelmi és Információszabadság Hatóság
Address: 1125 Budapest, Szilágyi Erzsébet fasor 22/C
Mailing Address: 1530 Budapest, P.O. Box 5
Phone: +36-1-391-1400
Fax: +36-1-391-1410
Email: ugyfelszolgalat@naih.hu

18. Declarations

Any declarations made by the Parties related to the contract shall only be considered valid if made in writing or in another durable form (e.g., by email). Any declaration sent via an email address specified in these GTC or in the contract shall be deemed delivered on the next business day, even if no delivery confirmation is received.

19. Validity and Scope of the GTC

By entering into an individual contract (placing or accepting an offer), the Customer acknowledges—even without an explicit declaration—that they have read, understood, and accepted these General Terms and Conditions, which constitute an integral part of the contract between the Customer and the Supplier.

If any provision of these GTC becomes invalid for any reason, this shall not affect the validity of the remaining provisions. The Customer and the Supplier may agree to deviate from certain provisions of these GTC in an individual agreement.

The Supplier reserves the right to unilaterally amend these GTC for future transactions. However, for existing transactions, the version of the GTC in effect at the time of the contract conclusion shall apply.

20. Jurisdiction and Competence

The Parties shall seek to resolve any disputes through negotiations. If such negotiations fail, the Supplier's state court jurisdiction shall apply, in accordance with Article 17,

Section 1 of EU Council Regulation 44/2001 (December 22, 2000) on jurisdiction, recognition, and enforcement of judgments in civil and commercial matters. However, under Article 17, Section 2, this jurisdiction is not exclusive.

This provision does not prevent the Customer from submitting a complaint to a consumer dispute resolution body. Based on the Supplier's registered address, the competent arbitration board is:

Győr-Moson-Sopron County Arbitration Board
Address: H-9021 Győr, Szent István út 10/a.

21. Applicable Law and Language

The Parties agree that the applicable law shall be the Hungarian legal system, in accordance with Article 6(2) of EU Regulation 593/2008 (Rome I) on the law applicable to contractual obligations. The Supplier also respects any mandatory legal provisions protecting the Customer, which cannot be deviated from through contractual agreements.

The Hungarian legal system shall also apply to invoice issuance regulations.

If the Customer is located outside Hungary, they acknowledge that, in the absence of a valid EU VAT number, the Supplier is required to issue an invoice with 27% VAT included. In cases of non-consumer Customers conducting transactions within the EU, a valid EU VAT number is required.

These GTC were originally prepared in Hungarian. The Customer acknowledges that they have read and understood them in a language they are familiar with. In the event of any discrepancy between the Hungarian text and its translation, the Hungarian version shall prevail.

Dunaszeg, 11 February 2025