

GENERAL TERMS AND CONDITIONS FOR CONSUMER TRADE OF HETKI OUTDOOR SAUNA

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1. Scope of application

These general terms and conditions (hereinafter referred to as the General Terms”) are compiled within all trade between Hetki Finland Oy Ltd (hereinafter referred to as the ”Seller”), a company incorporated under the laws of Finland (company ID 3167225-6), and another party (hereinafter referred to as the ”Buyer”) for all products manufactured, sold, supplied and marketed by Seller (hereinafter referred to as the ”Product”).

General Terms shall be applied to the agreements signed by both Seller and Buyer (hereinafter referred to as a ”Party” and together as the ”Parties”) and governing the trade of ready-made, free standing outdoor saunas and other buildings intended for outdoor use which are sold under Seller’s Hetki Sauna Finland trademark. Product is made-to-order especially for Buyer according to Buyer’s wishes.

General Terms shall be applied solely to the consumer trade for private use of Buyer. By private use is meant deliveries to household or leisure home intended for a family or similar. These terms do not apply to a trade in which Product is purchased for and used in the course of business.

General Terms shall be applied solely to the transactions between Seller and Buyer. General Terms do not apply if Buyer purchases Product from a third party other than Seller, including but not limited to Seller’s authorized resellers, as a separate agreement on its own terms and conditions should then be concluded between a third selling party and Buyer.

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All orders placed at Seller will be subject to the applicable General Terms at the time of ordering, which are published on Seller's website (<https://www.hetkisauna.com/>) and annexed to each Sales and Purchase Agreement between Seller and Buyer.

2. Offer

Written offers made by Seller shall be binding and valid for one (1) month, starting on the date of the offer.

The measurements and weights given in the offer and order documents are approximate.

3. Agreement and annexes

A mutually binding agreement, an offer binding Seller and an order binding Buyer, is created when both Parties have signed a Sales and Purchase Agreement (hereinafter referred to as the "Agreement"). The terms of trade shall be specified in Agreement and its annexes.

The order of application of the documents relating to Agreement is as follows:

1. Sales and Purchase Agreement
2. Specification of product content and product drawings
3. General Limited Warranty Terms and Conditions of Hetki Finland Oy Ltd
4. Owner's Manual of Hetki Saunas
5. General Terms and Conditions of Hetki Finland Oy Ltd
6. Other written correspondence relating Agreement between Seller and Buyer

The annexes and correspondence listed above form an integral part of Agreement. If the documents would contradict each other, their order of application shall be as set out above. Any modifications, revisions, amendments, or supplementary annexes to Agreement must be approved in writing by both Parties. However, Seller has the unilateral right to change the materials that are used in Product to equivalent or better than had been previously announced.

4. Documents and instructions

Product content and other relevant Product information, instructions and directions are specified in Agreement and its annexes. In the Owner's Manual Seller provides Buyer the necessary directions and recommendations for installation, safety, use, care and maintenance of Product. The Owner's Manual is annexed to Agreement and its latest updated version can be found on Seller's website. Seller may also provide Buyer with general exemplary instructions on how to set up a site before installation works begin but it is Buyer's sole responsibility to ensure that Product can be delivered and installed to Buyer's specific site.

Buyer is responsible for obtaining the relevant building permissions and all other necessary authorizations. Seller does not offer for any form of binding advice and is not liable for any infringement of building laws and regulations. Seller has standard drawings of Product which it may supply to Buyer without any extra charges, but unless otherwise agreed in writing between Parties Seller is not responsible for making specific one-off drawings or calculations for submission to Buyer's local building authorities.

All documents provided by Seller, including Product drawings and installation and working instructions, shall be Seller's property and intended solely for use by Buyer for the specific order. If Buyer, with or without a request from Seller, sends to Seller certain specific submission, including but not limited to,

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creative ideas, suggestions, proposals, plans, or other materials, Buyer agrees that Seller may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that Buyer forwards to Seller. Seller is and shall be under no obligation to maintain any such submission in confidence, to pay compensation for any submission, or to respond to any submission.

5. Price

The price to be paid for Product shall be the price specified in Agreement provided that Buyer has accepted the offer by Seller within the period of one (1) month.

The price shall be fixed and based on the agreed delivery scope and schedule according to Agreement and other written order documentation. The agreed fixed price can be amended only by mutual written agreement of Parties. Depending on the specific agreed delivery terms, the total price includes or excludes delivery costs to the destination requested by Buyer.

The price is in Euro (€).

For destinations within the EU, the price shall be inclusive of the Value Added Tax of Finland and payable by Buyer at the tax rate prevailing at the time of the offer. For any destination outside the EU, the price shall exclude Value Added Tax if Seller is responsible for the delivery to the destination outside the EU, and if Buyer is responsible for the delivery the price shall include the Value Added Tax of Finland.

6. Payment

The price will be invoiced pursuant to the payment terms specified in Agreement.

The payments are made via bank transfer and a payment shall be considered paid on the day on which a payment is cleared by the bank.

If Buyer is late with the payment, Seller is entitled to charge statutory overdue interest on any outstanding balance pursuant to the Interest Act of Finland as of the due date.

If Buyer does not pay the price according to the payment schedule, Seller may withhold the delivery until the payment has been made. Withholding the delivery must be reported to Buyer without delay. Seller is entitled to receive compensation for additional expenses for storage, handling, transportation and insurance of Product caused by the withholding of the delivery.

If Buyer would fail or refuse to take delivery of Product according to the delivery schedule, Buyer must still make the payment in accordance to Agreement. In that case Seller shall be entitled to store Product at the risk of Buyer and to receive compensation for additional expenses for storage, handling, transportation and insurance of Product.

7. Delivery time

The delivery time is specified in Agreement.

If Seller is unable to carry out its delivery in total or in part at the agreed time, or if Buyer cannot accept Seller's delivery at the agreed time, other Party must be notified immediately in writing.

If Seller's performance is delayed Buyer may claim compensation corresponding to demonstrated damages pursuant to the Consumer Protection Act of Finland. Delays caused by Buyer, such as late payments, do not entitle Buyer to compensation. Seller is neither obliged to pay compensation or any other damages if it is able to show that the delay in delivery has been caused by a force beyond Seller's

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control, and which it could not reasonably have predicted at the time of the signing of Agreement and the consequences of which were likewise not reasonably avoidable or possible to overcome.

8. Delivery

The delivery terms are specified in Agreement.

If delivery to Buyer's site is undertaken by Seller, it is Buyer's responsibility that there must be a suitable road and free access to the point where delivery and installation is requested and all necessary labour and equipment required to unload Product properly and in timely manner shall be supplied by Buyer. If Buyer could not receive Product properly and in timely manner due to the reasons attributable to him/her, including but not limited to negligence, failure and delay in arranging a suitable road and free access to the site, unloading of Product at the site, taking care of necessary import formalities or other Buyer's responsibilities, Seller may unilaterally decide that Product will be transported elsewhere for unloading and safe interim storage. If Buyer does not fulfil his/her above mentioned obligations, Buyer shall be held liable for all consequences and costs caused by his/her negligence or delay and Seller retains ownership of Product until Buyer reimburses all costs incurred by Seller. Seller may provide Buyer with general exemplary instructions on transportation, unloading and lifting of Product, and preparation of the site and foundations, but those duties remain as Buyer's responsibility unless it has been expressly otherwise agreed in writing between Parties.

Buyer is solely responsible for the disposal of any non-returnable waste, such as packaging materials, arising from Product. Buyer will comply with applicable laws and regulations relating to such waste, and Buyer will indemnify Seller against all costs, claims, liabilities and expenses.

9. Transfer of ownership and risk

The ownership of Product shall remain in Seller until Buyer has paid in full the price of Product with any interest and charges therein and any possible extra costs caused by Buyer's negligence or delay.

In accordance to the delivery terms of Agreement, Seller shall carry the risk for destruction, disappearance, or damaging of Product due to all reasons not dependent on Buyer until the time when Product has been handed over to Buyer. Correspondingly, in accordance to the delivery terms, Buyer shall be responsible for the destruction, disappearance, or damaging of Product caused by a reason not attributable to Seller after the hand-over.

10. Receipt, delivery inspection and faulty reporting

The delivery includes a cargo manifest or similar document on which Buyer or his/her representative shall sign Product as received. Buyer must review Product immediately after it has been delivered, by duly and properly inspecting the quantity, composition and quality of Product upon receipt. In the event of receipt of incorrect Product, transport damage or if something is missing from the order, it must be reported directly to the transport carrier upon receipt of Product. Visible defects or transport damage must be notified before Product is installed.

Buyer must notify Seller about defects or malfunctions of Product within two (2) weeks after Buyer has discovered the error or should have discovered it. Complaints must be made in writing on info@hetkisauna.com and they must include photograph and/or video of the defect or malfunction. In the event of a defect in Product, its use must be stopped immediately.

Parties are obliged to contribute towards the maximum and immediate limitation of hazards and additional expenses. Party neglecting this obligation shall accept responsibility for a corresponding share of the damages. After detecting a fault, defect or damage, Buyer must take immediate

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reasonable action to limit it. Seller must reimburse Buyer reasonable costs incurred by the limiting of the damages.

11. Warranty and liability

Seller grants a limited warranty on Product against manufacturing and material defects. The General Limited Warranty Terms and Conditions are annexed to Agreement and their latest updated version can be found on Seller's website. The warranty shall only be valid if Product has been purchased from Seller or Seller's authorized reseller.

The warranty is subject to the conditions that Product is placed, installed, used, cared and maintained appropriately according to the directions and recommendations given in the Owner's Manual, and according to the instructions of the manufacturer of the specific sauna heater and other parts/components of Product, and that suitable substances and practices are applied for cleaning, care and maintenance according to the manufacturers of those substances. Seller is not responsible for issues arising from incorrect installation of additional parts or equipment or amendments to Product which are fitted by third-parties.

Seller has the right to determine whether defective Product is to be repaired, replaced with new Product, replaced partly with a part of total Product or if Buyer will receive compensation corresponding to the price prevailing at the time of purchase. When replacing defective Product or a part of total Product, it is replaced free of charge with new Product or a part of Product of the same type and quality. If Product or a part of it in question is no longer manufactured at the time of fault reporting, Seller has the right to supply similar Product or a part of it. If defective Product is to be repaired, repair is usually performed at Buyer's site, unless otherwise agreed. Replaced Product and parts of Products shall become Seller's property.

In no case shall Seller, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, subcontractors, authorized resellers or service providers be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort, strict liability or otherwise, arising from Buyer's use of Products or any service provided by Seller, or for any other claim related in any way to Buyer's use of Products or any service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of Products, service or any content posted, transmitted, or otherwise made available by Seller. Because some countries or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such countries or jurisdictions Seller's liability shall be limited to the maximum extent permitted by law.

12. Termination of Agreement

Product is specially made-to-order according to Buyer's specifications, and thus Product does not have return right and Buyer may only terminate Agreement if the termination is the only reasonable recourse available to Buyer.

Buyer may terminate Agreement due to a delay of Seller if the delay has been ongoing for more than three (3) months. If a force majeure lasts more than three (3) months, both Parties have the right to terminate Agreement without damages or delay penalties.

If Buyer enters long-term unemployment, falls severely and chronically ill, or some other reason appears which materially affects his/her ability to follow the terms of Agreement, and Buyer for this reason terminates Agreement before Product has not yet been delivered, Buyer may demand that the damages to be paid to Seller should be reduced.

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After conclusion of Agreement, all possible expenses arising out of its change or termination by Buyer, including the cost of termination or reconsignment of delivery, and any reasonable restocking, handling or insurance charge, shall be paid by Buyer to Seller.

13. Force majeure

Seller shall be under no liability for any loss, including consequential loss, damage, or delay or expense of any kind whatsoever caused wholly or in part by an event of force majeure. Such events which are due to any cause beyond the reasonable control and without fault or negligence of Seller, include but are not limited to, natural disasters, epidemics and pandemics, wars and hostilities, riots or other civil unrest, national or regional emergency, government order or law, import or export embargoes or blockades, major disturbances in transportation, strikes or other major industrial disturbances. An overriding obstacle to Seller's subcontractors is also considered a force majeure.

14. Validity

General Terms apply from 1.1.2021 and are valid until further notice. Seller reserves the right at its sole discretion to update, change or replace any part of General Terms by posting updates and changes on its website. In the event of any conflict between General Terms and any prior versions thereof, the latest provisions of General Terms shall prevail unless it is expressly stated otherwise.

15. Governing law and dispute resolution

Agreement is governed by and shall be construed in accordance with the laws of Finland including the Consumer Protection Act of Finland.

Any dispute, controversy or claim arising out of or relating to Agreement between Seller and Buyer is primarily addressed through negotiation. If negotiations would fail, Parties submit all their disputes to the exclusive jurisdiction of District Court of Helsinki, Finland. The seat of arbitration shall be in Helsinki, Finland, and the language of the arbitration shall be Finnish.

16. Privacy policy

Buyer's submission of personal data is governed by Seller's privacy policy which can be found on Seller's website. Seller has the right to, from time to time, change its privacy policy and to process the personal data according to the applicable legislation.

If Buyer provides his/her personal data to Seller, Seller may store and subsequently process the data to understand Buyer's specific needs and to serve Buyer, and to retain personal data for Product warranty record purposes. but Seller will not share Buyer's personal information with third parties without Buyer's explicit permission.

17. General provisions

The headings used in General Terms are included for convenience only and will not limit or otherwise affect General Terms or Agreement.

In the event any portion of Agreement or General Terms is deemed to be invalid or unenforceable, such portion shall be deemed severed and the remaining portions shall remain in full force and effect, and Agreement and General Terms shall be interpreted according to the intent of the original terms, and such term, condition or provision shall be rewritten in a form that follow the intent of the original terms as closely as possible.

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The failure by either Party to exercise any right, power or privilege under Agreement or General Terms will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Neither Party shall have the right to assign or transfer Agreement or rights or obligations related to it, in whole or in part, to a third party without the prior written approval of the other Party.

18. Notices and contact information

Notices and questions about Agreement and General Terms should be sent to Seller at info@hetkisauna.com.

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