

Warranty terms for saunas and sauna products

Effective from 2022-03-01

1. Definitions

1.1 "Manufacturer" is Auroom OÜ (registration code 14867010).

1.2 "Product" means a sauna or sauna product (including a sauna bath, sauna door or sauna accessory) manufactured by the Manufacturer for indoor or outdoor use, whether prefabricated or assembled.

1.3 "Seller" means an authorised reseller of the Manufacturer.

1.4 "Customer" is the person who has purchased the Product from the Seller for its intended use.

1.5 "Defect" means a failure or defect in the Product (including a manufacturing or material defect) that prevents the Product from being used as intended.

2. Content and scope of the warranty

2.1 "Warranty" means the obligation of the Manufacturer to remedy Defects notified to it by the Customer or the Seller during the Warranty Period and caused by the acts or omissions of the Manufacturer, or to reimburse the Customer or the Seller for the costs incurred by the Customer or the Seller, with the prior agreement of the Manufacturer, in remedying such Defects. The method of remedying the Defect shall be at the discretion of the Manufacturer.

2.2 The warranty does not apply to third parties to whom the Customer has transferred the Product. A Customer who is not a consumer is not covered by the Warranty unless the Manufacturer has previously confirmed this to the individual Customer in a form that can be reproduced in writing. A Consumer Customer who has purchased the Product directly from the Manufacturer shall be subject to the warranty terms contained in the sales contract instead of the Warranty.

2.3 The "Warranty Period" is 2 years from the date of delivery of the Product to the Customer who is a consumer, but not more than 3 years from the date of manufacture of the Product. Unless the Customer or the Seller proves to the Manufacturer the date of delivery of the Product to the Customer, the Warranty Period shall be 2 years from the date of the conclusion of the sales contract for the Product with the Customer. If neither the Customer nor the Seller proves to the Manufacturer the date of conclusion of the sales contract for the Product with the Customer, the Warranty Period shall be 2 years from the date of manufacture of the Product. If the Manufacturer replaces a Product with a Defective Product, the Warranty Period shall be 2 years from the date of delivery of the replaced Product to the Customer. If the defective Product is repaired by the Manufacturer, the Warranty Period shall be 2 years from the date of repair in respect of the repaired Defect.

2.4 The Warranty does not cover:

a) Defects that are not caused by the acts or omissions of the Manufacturer, including where (i) the Product has not been installed in accordance with its installation instructions; (ii) the Product has not been used in accordance with its instructions for use and maintenance; (iii) the Product has been stored in an unsuitable manner (including being exposed to the elements, high temperature fluctuations, or excessive humidity, being stacked, etc.); (iv) the Product has been damaged during installation or use; (v) the Defect has been caused by the use with the Product of equipment or components other than those supplied by the Manufacturer, or by a failure of such equipment or components; or (vi) the Defect has been caused by force majeure, unforeseeable events or extraordinary weather conditions (e.g. vandalism, fire, flood);

b) natural wear and tear that occurs during the intended use of the Product;

c) naturally occurring and expected characteristics of wood materials (differences in wood grain, knots, slight variations in tone) and phenomena that occur naturally during use of the Product (shrinkage and expansion due to temperature and humidity, moderate deformation) and the visual disturbances they may cause; nor

d) Defects (including transport damage) that would have been detectable by visual inspection prior to installation of the Product.

2.5 The Warranty does not apply if:

a) the Customer has not notified the Seller or the Manufacturer within 2 months of becoming aware of the Defect;

b) the Seller has failed to notify the Manufacturer within 2 weeks of the time at which it became aware or should have become aware of the Defect;

c) the Customer or the Seller has knowingly provided false information about the alleged Defect;

d) the Seller has not paid in full the invoice submitted to it by the Manufacturer for the defective Product;

e) the Customer has continued to use the Product after the discovery of the Defect without the prior consent of the Manufacturer in a form that can be reproduced in writing; or

f) the Product has been in public use or in similar conditions of heavy use without the prior written consent of the Manufacturer.

2.6 Equipment installed in or accompanying the Product and supplied by the Manufacturer is covered by the warranties provided by the manufacturers of such equipment and brokered by the Manufacturer.

3. Submission and handling of a warranty claim

3.1 Upon discovery of a defect, the Customer must immediately cease using the Product and submit a warranty claim to the Seller. If it is not possible to submit a warranty claim to the Seller or if the Seller does not respond, the Customer may submit a warranty claim directly to the Manufacturer.

3.2 The warranty claim must contain at least the following information: the name of the Customer; the address where the Product is located; the name and contact details of the person making the warranty claim; the Product's product code or name and, if available, serial number; the date of delivery of the Product to the Customer or, if unknown, the date of sale of the Product to the Customer; a description of the Defect; and the Customer's preferred remedy.

3.3 The warranty claim must be accompanied by: a copy of the document certifying the date of delivery or sale of the Product; photographs in general plan and close-up showing the Defect in good quality.

3.4 The manufacturer will reply to the warranty claim as soon as possible, but no later than two weeks from the receipt thereof. If the Manufacturer is unable to establish on the basis of the information contained in the warranty claim that the Defect is covered by the Warranty, the Manufacturer may require the person making the warranty claim or the Seller to provide further evidence and explanations. In the case of a Defect covered by the Warranty, the Manufacturer shall inform the person making the claim of the manner and time for remedying the Defect.

4. Final provisions

4.1 The granting of the warranty is without prejudice to the Customer's statutory rights, including the right to exercise against the Seller all remedies available to it under the law.

4.2 Without limiting the Manufacturer's liability under the law for defective Product, the Manufacturer shall not be liable for any consequential damages that the Customer, the Seller or any third party may incur in connection with the use of or inability to use the Product.

4.3 The Seller may provide additional warranties to the Customer in its name and for its account. The Manufacturer shall not be liable to the Customer for the performance of such warranties.