

Terms of Sale

MB Inflamed

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Seller	MB Inflamed
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Purpose and contract structure

These Terms are published by MB Inflamed and are incorporated into each customer-specific Order Confirmation. They apply to Business Customers and Consumers. The Order Confirmation contains the commercial and technical details; these Terms contain the standard legal and operational rules.

The customer receives, or is able to download, the approved Order Confirmation and the exact version of these Terms on a durable medium. The Seller preserves the documents and the approval record.

1. Scope and definitions

These Terms apply to every quotation, Order Confirmation and contract under which the Seller supplies Goods, unless the Seller expressly agrees otherwise in writing. The Order Confirmation, these Terms and any expressly incorporated annexes together form the contract.

A Consumer is a natural person acting for purposes outside that person's trade, business, craft or profession. A Business Customer is a customer acting in the course of business. Mandatory consumer law prevails over any conflicting provision of these Terms.

Goods include charred or brushed timber, cladding, profiles, samples, finishes, coatings, bespoke objects, sauna components and other products identified in the Order Confirmation. Custom Goods are non-prefabricated goods made on the basis of an individual choice or decision by the customer, or goods clearly personalised for that customer. Ordinary packing, standard finishing or selection from standard options does not by itself make Goods custom-made.

2. Quotations and contract formation

A quotation is an invitation to place an order unless it expressly states that it is binding. It remains valid for the stated period and may be corrected for obvious clerical or calculation errors.

The contract is formed when the customer approves the Order Confirmation through the Seller's secure approval process, signs it or otherwise accepts it in writing. Before issuing the final Order Confirmation, the Seller may decline an order where materials, capacity, compliance checks or delivery arrangements are unavailable.

For a Consumer order, the final electronic approval control is labelled 'Approve Order with Obligation to Pay'. For a Business Customer order, it is labelled 'Approve Order and Authorise Manufacturing'. By approving, the customer confirms that the specification, quantity, total price, taxes, delivery information and project details are correct and accepts the identified version of these Terms.

Contract formation does not oblige the Seller to begin or continue production before any agreed advance payment has cleared.

3. Order Confirmation and priority

The Order Confirmation identifies the Goods, species, finish, profile, dimensions, lengths, quantities, units, total price, VAT, delivery or collection terms and agreed target dates or period. The customer must review it carefully before approval.

If documents conflict, the following order applies: an expressly agreed written amendment; the Order Confirmation; a project-specific technical annex; these Terms; and general marketing material. Drawings, samples and technical approvals expressly referenced in the Order Confirmation form part of the contract.

4. Natural material and permitted variation

Timber is a natural material. Grain, knots, resin, checking, movement, texture, density, moisture response and colour may vary within the same species and order. Charring, brushing, oiling and weather exposure may create tonal and textural variation. Images, samples and mock-ups indicate the general appearance and do not guarantee complete uniformity.

Only tolerances, grading rules, appearance criteria and sample approvals expressly recorded in the Order Confirmation or technical annex are contractually binding. Natural features are not defects where the Goods remain suitable and conform to the agreed specification and mandatory law.

5. Customer information and measurements

The customer is responsible for the accuracy and completeness of dimensions, quantities, drawings, site conditions, substrate information, application, exposure class and other information supplied to the Seller. The Seller is not responsible for errors caused by inaccurate customer information, except where the Seller expressly undertook measurement or design responsibility.

The customer must obtain necessary planning, structural, fire, building-control and installation approvals unless the Order Confirmation expressly assigns that responsibility to the Seller.

6. Prices and taxes

Prices are stated in the Order Confirmation. For Consumers, the total price shown before approval includes VAT and all mandatory charges known at that time. Any delivery, unloading, installation, storage, customs or other project cost not included in that total must be clearly disclosed before approval. For Business Customers, prices are exclusive of VAT unless stated otherwise.

For a Business Customer, a price may be adjusted before production only where the Order Confirmation expressly permits adjustment for a specified external cost and states the calculation method. A Consumer is bound only by the total price disclosed before approval, except for a later change expressly requested and accepted by that Consumer.

7. Payment

Payment amounts, stages, currency, bank details and due dates are stated in the Order Confirmation or invoice. The Seller is not required to begin or continue production before an agreed advance payment has cleared.

A Business Customer in default owes statutory commercial interest and reasonable recovery costs permitted by law. A Consumer in default first receives any legally required notice and cure period; only thereafter may lawful interest and collection costs be charged.

Set-off or suspension by a Business Customer is excluded except for claims admitted by the Seller or finally determined by a court. Consumer rights of set-off and suspension remain unaffected.

8. Changes cancellation and consumer withdrawal

A requested change is effective only when the Seller issues and the customer approves a revised Order Confirmation. A change may affect price, material use, production sequence and delivery date.

After production, procurement or custom preparation begins, a Business Customer may cancel only with the Seller's written agreement and must pay for work performed, committed materials, non-cancellable supplier costs, storage and reasonable loss resulting from cancellation.

A Consumer who concludes a distance or off-premises contract generally has 14 days to withdraw without giving a reason, subject to mandatory-law exceptions. For a sales contract, that period normally runs from the day on which the Consumer or a person designated by the Consumer, other than the carrier, obtains physical possession of the Goods. The Consumer may email info@inflamed.eu or use the online withdrawal function made available by the Seller. A clear statement made before the deadline is sufficient.

Unless the Seller has agreed to bear them, the Consumer bears the direct cost of returning eligible Goods. If the Goods cannot normally be returned by post because of their nature, the applicable or reasonably estimated return cost must be disclosed before the Consumer is bound.

The withdrawal right does not apply to non-prefabricated Goods made on the basis of the Consumer's individual choice or decision, or to Goods clearly personalised for the Consumer. This exception is assessed for each relevant order line and is not created merely because Goods were packed, treated or selected from standard options. The exception does not limit rights relating to defective, damaged or non-conforming Goods.

9. Production and lead times

The Order Confirmation states the agreed delivery date or delivery period. Dates identified only as estimates are subject to reasonable variation, but this does not remove mandatory Consumer delivery rights. If no delivery time has been agreed for a Consumer order, delivery takes place without undue delay and no later than the period required by applicable law.

A delay caused by customer changes, late approvals, late payment, missing information, access restrictions or events outside the Seller's reasonable control extends the schedule by a reasonable period. The Seller informs the customer of a material delay. Consumers retain mandatory remedies for late or failed delivery.

10. Delivery collection and risk

The delivery method, place and any Incoterm are stated in the Order Confirmation. Where no delivery service is included, the customer must collect the Goods from the stated location within the notified collection period.

For Consumers, risk passes when the Consumer or a person designated by the Consumer, other than the carrier where required by law, obtains physical possession. For Business Customers, risk passes at the agreed delivery point or, for collection, when the Goods are made available and the customer is notified, subject to any agreed Incoterm.

The customer must provide safe and suitable access, unloading capacity and accurate delivery instructions. Waiting time, redelivery or storage caused by customer failure may be charged where disclosed and lawful.

11. Inspection shortages and transport damage

The customer should inspect packages and quantities promptly. Visible transport damage or shortage should be recorded on the carrier's document and reported with photographs as soon as reasonably possible.

A Business Customer must report visible non-conformity within seven calendar days of delivery and hidden non-conformity within seven calendar days after discovery, without prejudicing claims that could not reasonably have been identified earlier. Delay may reduce a claim only to the extent it caused evidential difficulty or additional loss. Consumer statutory complaint rights are not shortened.

12. Conformity legal guarantee and remedies

The Seller warrants that the Goods conform to the approved Order Confirmation and mandatory law at delivery. Consumers benefit from the legal guarantee of conformity for the period provided by applicable law, ordinarily two years from delivery. Any commercial guarantee is additional and does not replace or limit statutory rights.

The customer must follow supplied storage, acclimatisation, handling, installation and maintenance instructions. Damage caused by unsuitable storage, incorrect installation,

incompatible fixings or coatings, lack of ventilation, abnormal moisture, structural movement, misuse or unauthorised modification is not a non-conformity attributable to the Seller.

Where the Seller is responsible, remedies follow applicable law and may include repair, replacement, price reduction or termination. Any statutory extension applying when a Consumer chooses repair remains unaffected. For Business Customers, the Seller may first choose reasonable repair or replacement unless impossible or disproportionate.

13. Installation and third parties

Installation is excluded unless expressly included in the Order Confirmation. Third-party installers, carriers or contractors engaged directly by the customer are not agents of the Seller.

Technical guidance is general unless the Seller expressly accepts project-specific design responsibility. The installer must verify substrate, ventilation, fixing layout, membranes, fire requirements and local building rules before installation.

14. Retention of title

To the extent permitted by law, title to Goods supplied to a Business Customer remains with the Seller until all amounts due under the relevant contract have been paid. Risk may pass before title. The Business Customer must keep the Goods identifiable, protected and insured and must not encumber them.

For Consumers, ownership and retention-of-title rules apply only to the extent permitted by mandatory law and do not affect statutory protections.

15. Liability

Nothing in these Terms excludes liability that cannot lawfully be excluded, including liability arising from fraud, wilful misconduct, gross negligence, death or personal injury, or mandatory consumer rights.

For Business Customers only, the Seller is not liable for indirect or consequential loss, loss of profit, revenue, production, contracts or anticipated savings. Subject to non-excludable liability, aggregate liability is limited to the net contract price for the affected Goods or, where higher, the amount recoverable under the Seller's applicable liability insurance. This limitation does not apply to intent or gross negligence by the Seller's management.

Consumer damages and remedies are governed by mandatory applicable law; the Business Customer limitations do not apply where prohibited.

16. Force majeure

A party is not liable for delay or non-performance caused by an event beyond its reasonable control, including serious supply interruption, energy outage, fire, flood, war, government restriction, epidemic, an external strike, transport disruption or failure of critical machinery despite reasonable maintenance.

The affected party must notify the other party and take reasonable steps to reduce the effect. If the event continues for an unreasonable period, either party may terminate the unperformed part of the contract. Consumer rights remain subject to mandatory law.

17. Intellectual property project materials and privacy

The Seller retains intellectual-property rights in its designs, profiles, drawings, photographs, documents, manufacturing methods and samples unless expressly transferred in writing. The customer receives only the rights reasonably necessary to use the delivered Goods for the agreed project.

The Seller does not publicly identify a private customer or publish project photographs without a lawful basis or permission. Any marketing permission is voluntary and recorded separately from order approval. Personal data used for orders and electronic approval is handled in accordance with the Seller's published Privacy Policy.

18. Complaints and dispute resolution

Complaints should be submitted to info@inflamed.eu with the order number, description, evidence and requested resolution. The Seller examines Consumer complaints free of charge. Where it does not fully accept a Consumer's request, it provides a detailed, reasoned written response, supported by relevant documents, within 14 days of receipt and identifies the competent alternative dispute-resolution body.

The parties should first attempt to resolve a dispute directly. A Consumer may apply to the State Consumer Rights Protection Authority (VVTAT), A. Goštauto g. 12, LT-01108 Vilnius, Lithuania, through www.vtis.lt or www.vvtat.lt, and may use any other available non-judicial or judicial remedy.

19. Governing law jurisdiction and language

The contract is governed by the law of the Republic of Lithuania. Disputes with Business Customers that cannot be resolved amicably are submitted to the competent Lithuanian court at the Seller's registered office, unless the parties agree otherwise in writing.

A choice of law or forum does not deprive a Consumer residing in another country of mandatory protections or jurisdiction rights that would apply without that choice.

The language of the approved Order Confirmation is the contract language. Consumers in Lithuania receive mandatory pre-contract information in Lithuanian. Where another language version is supplied, mandatory interpretation rules remain applicable.

20. Electronic approval records and amendments

The Seller may use a secure electronic approval process. The system records the customer, approver, Order Confirmation version, Terms version, date and time and supporting audit information. Confirmation is sent to the customer on a durable medium after approval.

The Terms accepted for an order remain archived and are not replaced by a later public version. A later amendment applies only to future orders unless both parties expressly agree otherwise. A material change to an approved Order Confirmation requires a new version and renewed approval.

21. Publication and contact

These Terms are version 1.1 and take effect on 5 October 2026. The version accepted for an order remains available with the Order Confirmation on a durable medium.

Public Terms URL: <https://www.inflamed.eu/en/terms-of-sale>