

Installation Instructions

Duschtempel® 115 Duschtempel® 115 Steam

English



29180000/ML10 29310000/ML10
29190000/ML40 29340000/ML40
Steam

PHÂRO®

hansgrohe

Contents

English

Scope of Delivery	3
Shower Temple Overview	4
Dimensions	5
For your Safety	6
Preparing for Installation	7
Fitting the Shower Tray	9
Fitting the Wall Section, Corner Installation	11
Fitting the Wall Section, Wall Installation	13
Fitting the Columns	13
Fitting and Sealing the Side Panels	15
Fitting the Double Door	17
Fitting the Rear Panel and Mirror	18
Putting into Operation	20
Operation and Maintenance (Decalcification Intervals)	21
Technical Data / Help	25
Service Information	27
General Terms and Conditions of Business	29

Scope of Delivery

The complete Shower Temple is packed. It is delivered in stackable cartons with carrying grips. The numbering of the three packages basically corresponds to the sequence of the parts needed during installation.

Package 1

- 1 x steel shower tray
- 1 x drain Staro 90 with PP drain pipe bend 40/50 mm
- 5 x adjustable shower tray feet
- 1 x top with overhead shower and lighting fitted
- 1 x fitting set
- 1 x transformer
- 1 x hand shower Aktiva A8 with Isiflex shower hose
- 1 x accessories

Package 2

- 2 x wall sections with built-in "rub-it" body showers
- 2 x wall levelling strips for wall sections
- 2 x side panels (only for wall installation)
- 2 x circular columns
- 1 x stop strip for double door

The steam generator is integrated in the right wall section of Shower Temple 115 Steam.

Package 3

- 1 x safety glass double door with hinge and door handles
- 2 x safety glass side panels with sealing profile
- 2 x rear panels
- 1 x mirror
- 1 x glass tray with lotion dispenser*

*A seat and a coated rear panel are supplied with Shower Temple 115 Steam.

Accessories (optional)

- 1 x two-piece steel shower tray skirting
- 4 x magnetic holders

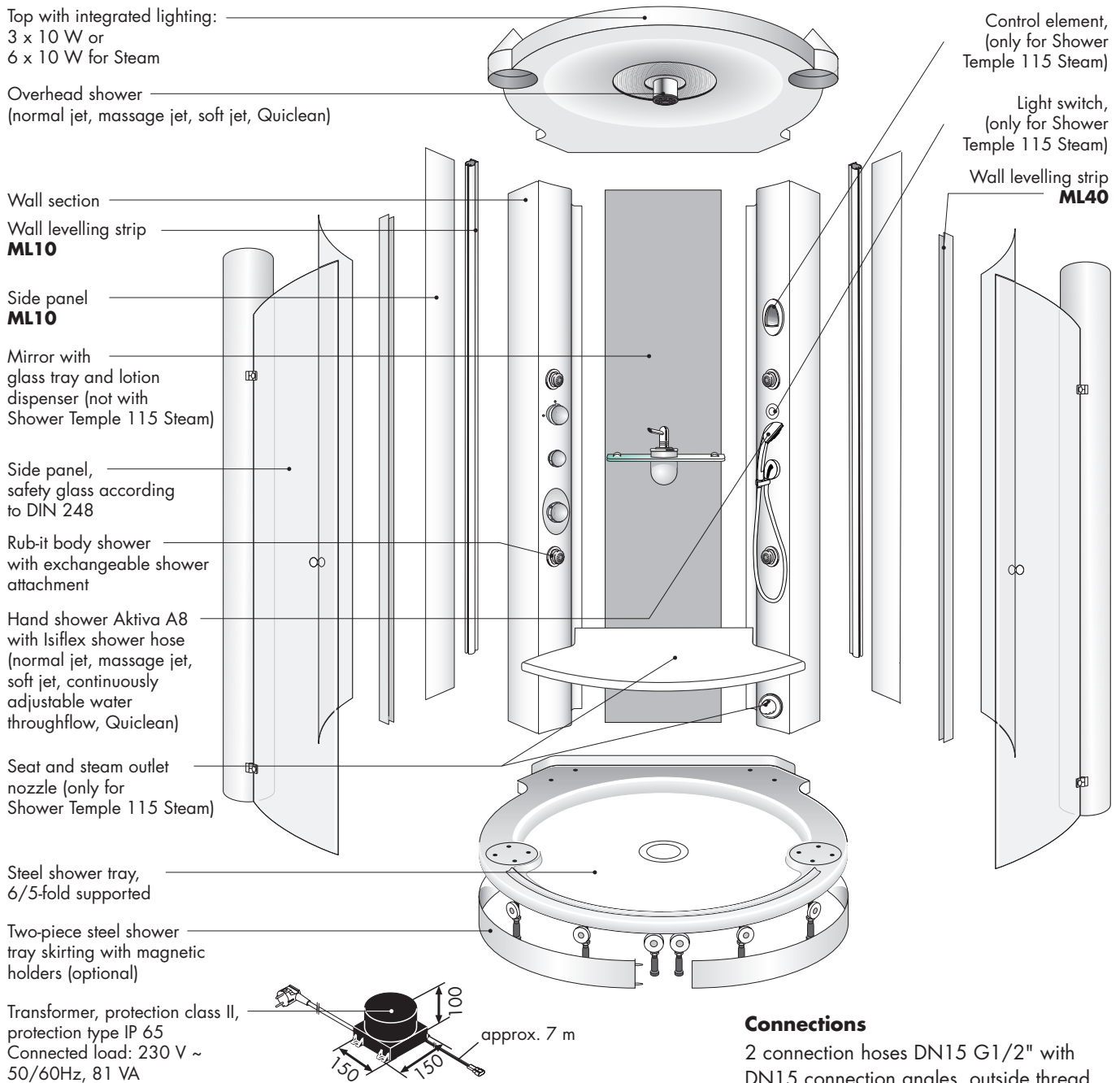
Shower Temple® 115 Overview

The Pharo Shower Temple is a complete shower system, a combination of high-value individual components: The overhead shower is centrally installed above the large shower tray; hand shower, body showers as well as the function elements and the pipework are integrated in the system. The

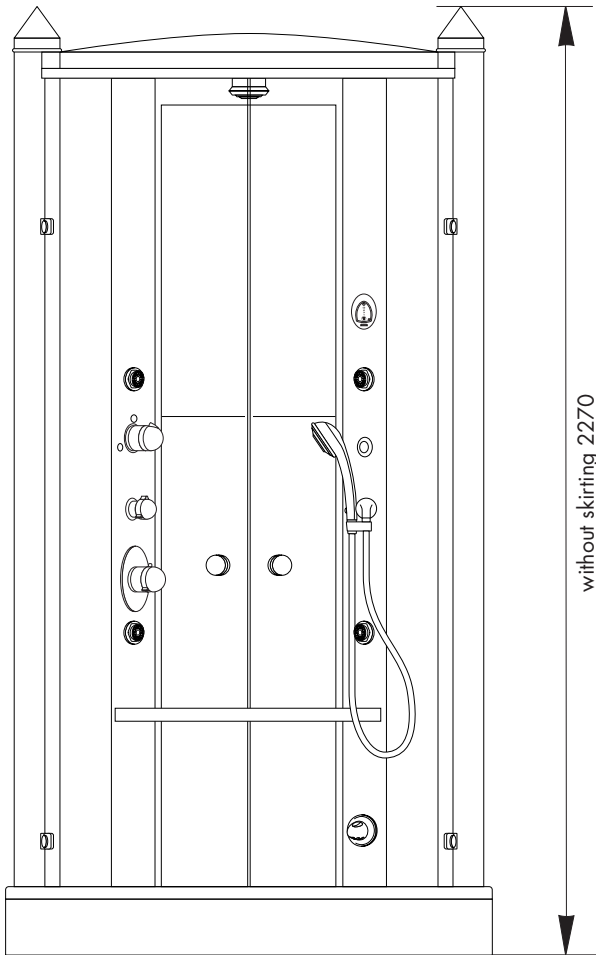
Steam Shower Temple additionally integrates the complete steam function including control elements in the right column. An application has been made for the VDE approval label (Assoc. of German Electr. Engineers) for the Shower Temple Steam.

Shower Temple 115 ML40, **corner installation**, part No. **29180000** and **29340000 Steam**

Shower Temple 115 ML10, **wall installation**, part No. **29190000** and **29310000 Steam**



Dimensions

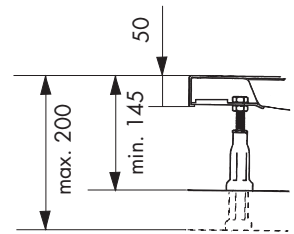


The necessary room height is 2.4 m.

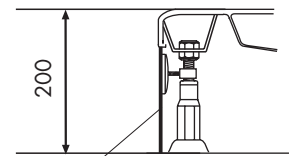
Dimensions are shown in millimetres.

The side panel height of Shower Temple 115 manuell is 1800 mm. On Shower Temple 115 Steam, the side panels and the door are flush with the top.

Shower tray height adjustment range



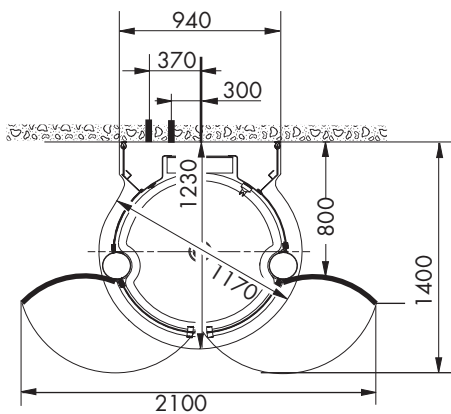
Shower tray skirting



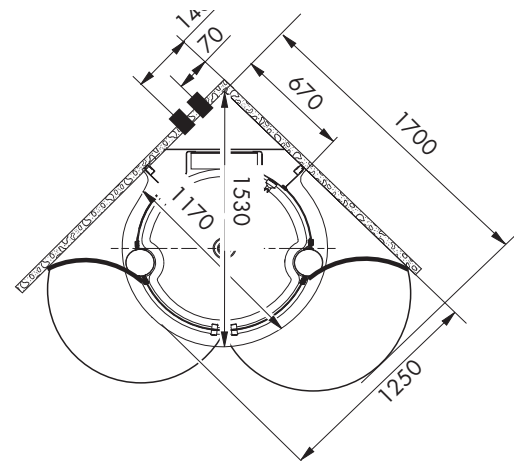
2-piece shower tray skirting, 140 mm high

When the 2-piece shower tray skirting (140 mm high) is used, adjust the shower tray height to 200 mm before fitting and then adapt the shower tray height to the shower tray skirting.

Wall ground plan



Corner ground plan



Scope of Application:

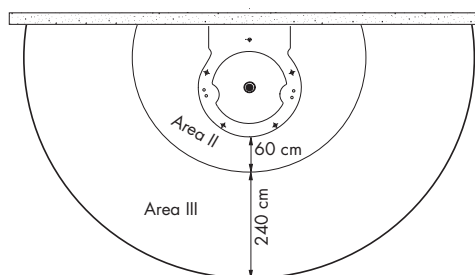
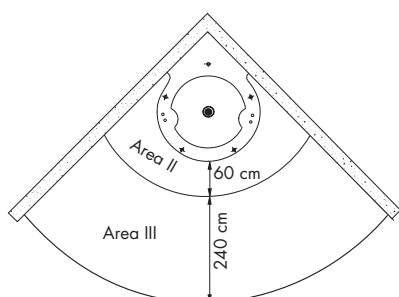
- Operators outside the Federal Republic of Germany should
- consider the safety regulations specified here as practical experience
 - adapt their execution to the locally valid specifications
 - and perform deviations required by on-site conditions

The Shower Temple must be disconnected from the power supply before doing any work on it.

- Read the Installation Instructions carefully before putting into operation.
- Observe the relative current national regulations during electric installation. Installation and checks must only be carried out by authorized electricians.
- The complete power supply must be made via a **230V/50 Hz** AC connection.
- The AC connection must be protected with a 2-pole **F1 switch with 30 mA fault current** with independent **10 fuse output**; a fuse output with **16A** must be installed on Shower Temple 115 Steam.
- Potential equalization between the hot or cold water inlet and the steel shower tray is mandatory. Earthing is to be performed according to VDE 0100 Part 410 and Part 540.
- The connections are fitted with a 3-pole mains plug with earth. The earthed mains plug has an earth wire connection. This is a protective measure. Replace the socket when it does not have **an earthing contact**. The earthing contact socket must be installed by an **electrician**.

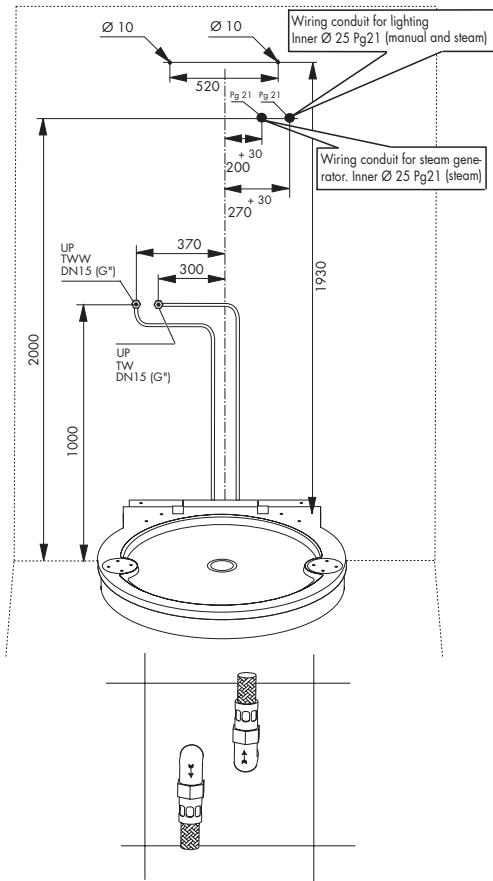
The steam generator must be permanently connected to a socket (e.g. with a clamping joint or crimp connection). Connection using an insulating screw joint is not allowed. This socket must be in area 3.

- The steam generator must not be operated without water.
- It is prohibited to replace a damaged mains connection cable; the transformer must not be operated any longer!
- A defective transformer must be sent to the manufacturer or the technical customer service must be informed; the same applies when a fuse is triggered.
- The **transformer** and the **mains plug** must be freely accessible at anytime. The transformer must be equipped with a 7 m connection cable. The wiring conduit from the Shower Temple to the transformer must slope towards the Shower Temple to prevent spray water penetrating the wiring conduit. The inner Ø of the wiring conduit (lighting) should be at least 25 mm (Pg21). An additional wiring conduit (for the steam generator) with an inner Ø of 25 mm must be installed for the Shower Temple 115 Steam. The wiring conduit must not be made of metal.
- The transformer performance is 35 VA or 81 VA for Shower Temple 115 Steam. The ambient temperature of the transformer must not exceed **40°C**; sufficient **ventilation** must be provided. The required space for the transformer is a height of 100 mm and an area of approx. 150 mm x 150 mm.
- When installing the Shower Temple in rooms with a bath or shower (DIN VDE 0100 T 7101, refer to the Figure below), the transformer must at least be installed in area 3 (FI protective switch with 30 mA must be available).
- When installing the Shower Temple in indoor or outdoor swimming pools (DIN VDE 0100 T702, not shown), the transformer must at least be installed in area 2 (FI protective switch with 30 mA must be available).

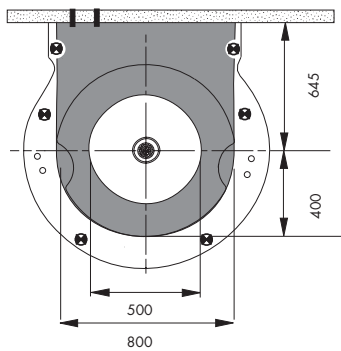


Preparing for Installation

Wall installation

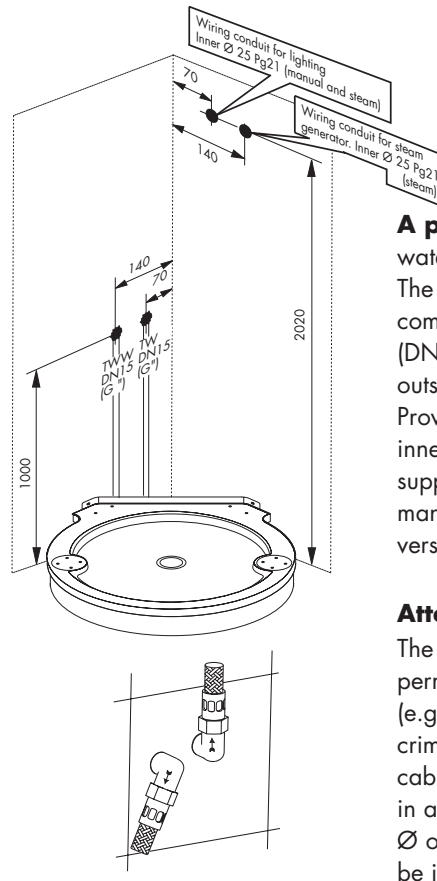


Connection angle positions

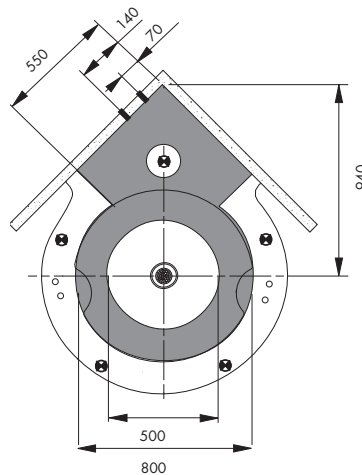


The shaded area marks the ideal position of the DN50 connection sleeve. Observe position of shower tray feet!

Corner installation



Connection angle positions



Tile room before installing the Shower Temple.

A plumber must first install the water inlet and drain connections. The Shower Temple connections comprise two connection hoses (DN 15), the connection angles, outside threads are supplied. Provide a wiring conduit with an inner Ø of 25, Pg21, for power supply. This applies to both the manual and steam generator versions.

Attention

The steam generator must be permanently connected to a socket (e.g. with a clamping joint or crimp connection). The connection cable can be laid up to the socket in a wiring conduit with an inner Ø of 25, Pg21. This socket must be in area 3.

The lighting cable and the connection cable of the steam generator must be laid in two separate wiring conduits.

The plastic wiring conduit and the water connection can be located in the left or right corner for corner installation.

The built-in steam generator has a capacity of 3.0 kW, it must be protected with a 16A fuse.

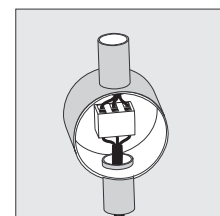


Figure: Steam generator connection for Shower Temple 115 Steam

Tools / Mounting Parts

The following tools are required for installation:

Water level/straight edge at least 1.15 m long

Fitter's hammer

Spanners, SW 27, 19, 13 and 10 mm

Centre punch

Screwdriver for recessed-head screws, size 2

Drill

Stone drills Ø 6, 8 and 10 mm

Allan keys, sizes 2, 4 and 6 mm

Metal drill Ø 3

Mounting parts:

The mounting parts are in package 1.

12 x 4 x 35 recessed-head screws with Ø 6 dowel for wall sections

2 x M6 nuts, M6 x 20 truss-head screws with A6.4 washer for top attachment

6 x 4.2 x 13 pan-head tapping screws to fit the wall levelling strips

22 x 4.2 x 13 tapping screws with countersunk head to fit the rear panel, mounting/connection web

2 x 8 x 60 lag screws, washers A8, 5, sliding ring and Ø 10 dowel to fit the shower tray

4 x plastic eccentric disks to fit the side panels

8 x plastic covers for door and side panels, outer cover

4 x plastic covers with milled edge for door fitting, inner cover

Wall the shower tray in only after the Shower Temple has been completely installed and checked for leaks in the inlet and outlet areas.

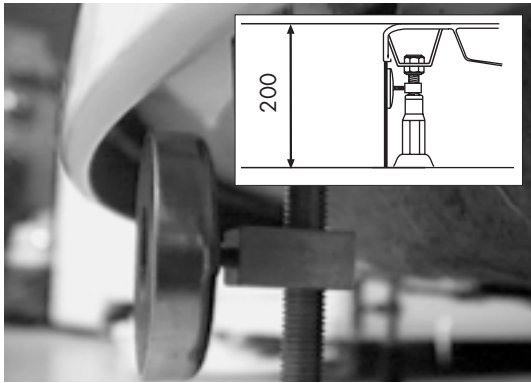
Do not operate the steam generator without water.

The transformer for the power supply must not be installed under the shower tray. The transformer and the mains plug must always be accessible. Observe VDE 0100!

Rinse inlet circuits according to DIN 1988.

After the installation has been completed, the Shower Temple must be set to the local situations by a thermostat adjustment. This is described in the "Operation and Maintenance" Section

Fitting the Shower Tray, Corner and Wall Installation



Watch out for other circuits (e.g. floor heating) and electrical connections when drilling.

Fitting the shower tray

Pre-install shower tray feet on shower tray and set to 200 mm. Counterlock the threaded rods against the shower tray side. When a shower tray skirting (accessory) is used, the enclosed magnetic holders must be installed in front of the shower tray feet. Adapt shower tray height to skirting.

Connecting the drain

Install drain according to the enclosed instructions. Install pipe bend at the same time as the drain. The required shower tray height can be set by turning the shower tray feet.

Positioning the shower tray

Set up and align the shower tray horizontally. Use a water level to check the shower tray position over both column contact points and towards the wall section contact points. When installing the shower tray in a corner, check whether it is positioned in the centre of the corner.

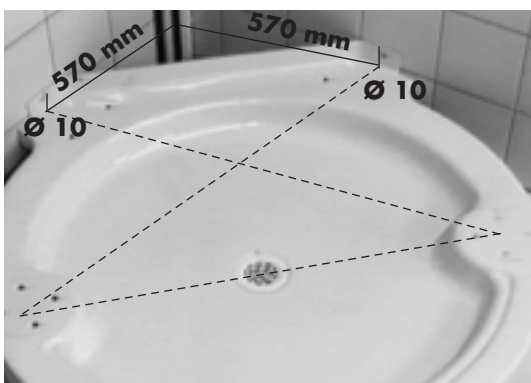


Counterlock the shower tray feet!

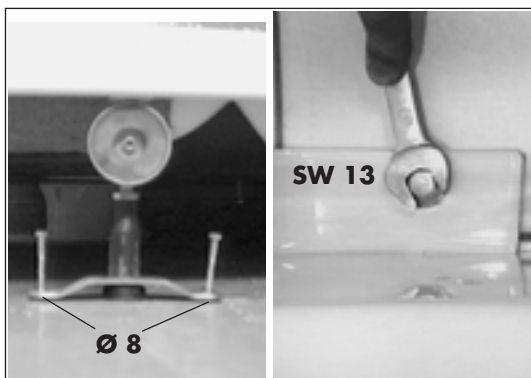
Mark fitting positions and remove shower tray. Drill wall fitting points Ø 10 and floor fitting points Ø 8. Insert dowels.

Connect drain and **check for leaks!** Recheck shower tray position and alignment.

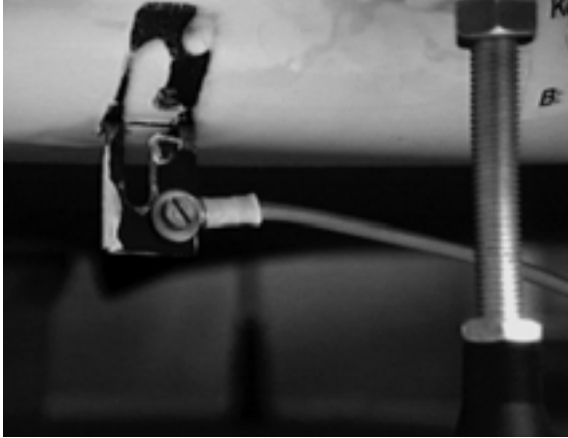
Screw shower tray to the wall with 2 x 8 x 60 lag screws with slide rings and washers. Fix on the floor on the clamping plate with 6 x 50 lag screws.



Wall the shower tray in only after the Shower Temple has been completely installed. The shower tray need not be walled in when a shower tray skirting is fitted.



Fitting the Shower Tray, Corner and Wall Installation



Earth according to VDE 0100, Part 410 and Part 540. The contacts must be free from oil and grease.

Potential equalization

The potential equalization conductor must be connected to the protective conductor. This can be performed at:

- a central position, e.g. distributor or
- the main equalization strip or
- a water consumption circuit with a continuously conducting connection to the main potential equalization conductor.

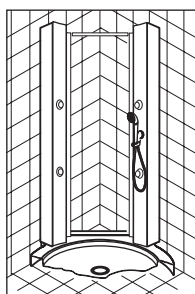
Fix both earthing cables to both earthing clips of the shower tray and connect them to the threaded bolts of the wall sections.



Fitting the Wall Section, Corner Installation



Fitting the wall section



Connect wall levelling strip to the wall section, do not press strip on too hard so that it can be removed again without causing damage.

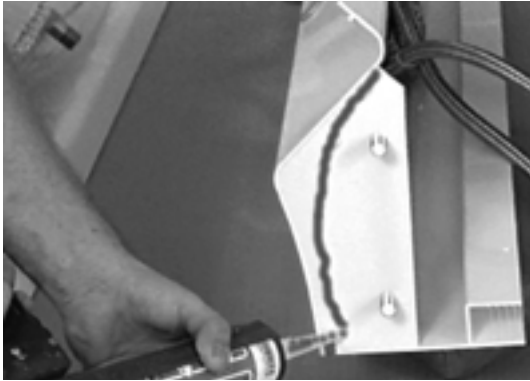
Corner installation

Remove M12 hexagon nuts, washers and slide rings from threaded bolts of wall section. Place wall section with pre-fitted wall levelling strip on shower tray. Position wall section with threaded bolts in the drill holes of the shower tray. Tilt section against the wall. Mark position of wall levelling strip on the wall. Remove wall section. Remove wall levelling strip from wall section.

Fitting the wall levelling strip

Vertically adjust the wall levelling strip to the marking. Mark $\varnothing 6$ drill holes. Remove wall levelling strip, centre punch, drill and insert dowel. Vertically align wall levelling strip and screw on with 4 x 35 recessed-head screws. Proceed in the same manner on the opposite side!

Fitting the Wall Section, Corner Installation



Apply silicone free from acetic acid to the fixing webs of the wall section. Seal complete fixing web as shown. For exhibition installations: Use installation putty instead of silicone free from acetic acid.

Fixing the wall sections

Insert wall section into the wall attachment strip and position on the shower tray. Screw wall section to shower tray M12 nut with slide ring and washer. Use a water level to align the wall section vertically to compensate wall or tile irregularities.



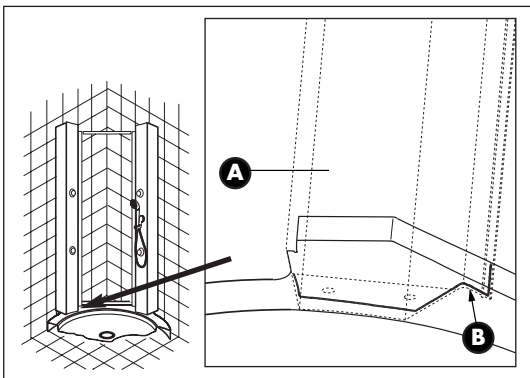
Fix wall profiles with the wall attachment strip. The wall section has three drill holes; copy this drill template with a drill, $\varnothing 3$, to the wall levelling strip. Connect wall section with wall levelling strip with pan-head tapping screws with cross recession 4.2 x 13.

Connect the connection web (A) with the wall sections with 3.8 x 16 tapping screws with countersunk head, refer to the Figure on the bottom right.

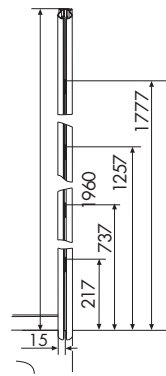


Sealing the wall sections

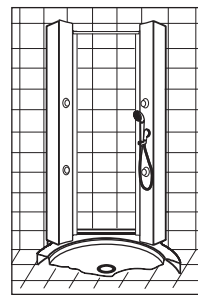
Seal both wall profiles with permanently elastic jointing cement. Ensure complete sealing between wall section A and edge B on the rear edge of the shower tray. Spread the silicone joint to the upper edge of the shower tray section.



Fitting the Wall Section, Wall Installation

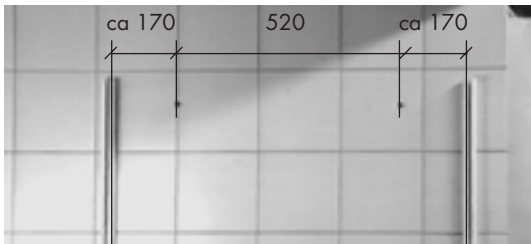


Fitting the wall connection strip



Place the two wall connection strips on the upper shower tray edge. The strips should be vertical. Mark and drill holes, and then align vertically when screwing the strips on.

Wall installation



Inserting the dowels for the top attachment

Drill two holes 1920 mm above the shower tray edge and centered 520 mm apart above the shower tray. Insert dowels.

Sealing the wall section

Put doublefaced adhesived seal tape on the upper side of both wall sections (black line):

Wall section left, seen from above, before laying on the seal tape

Seal tape

Wall section right, seen from above after laying on the seal tape

Draw off protective covering of the 2nd sealing level shortly before top installation



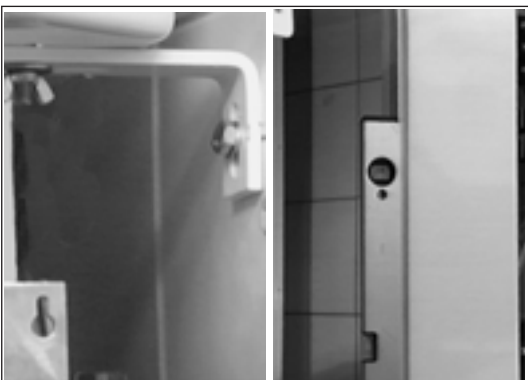
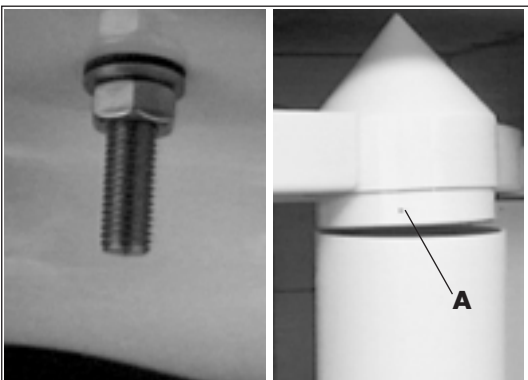
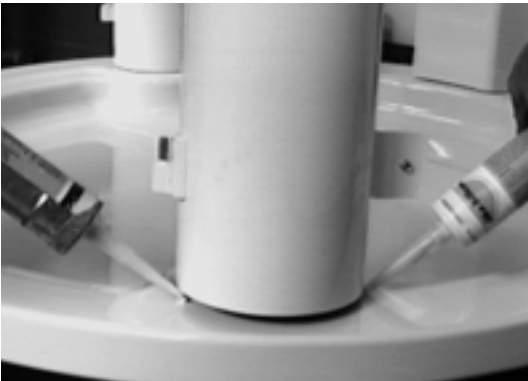
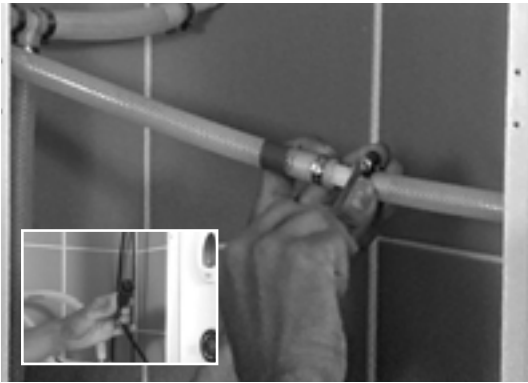
Fitting the wall section

Fit the wall section with the installation unit on the right. Remove M12 hexagon nuts, washers and slide rings from the threaded bolts of the wall section. Position wall section on shower tray. Place wall section with the threaded bolts in the drill holes of the shower tray. Screw on with slide rings, washers and M12 nuts. Position the shower tray earthing cable between the washer and nut.

Connect the connection web (A) with the wall sections with 3.8 x 16 tapping screws with countersunk head.

Fitting the Columns / Connections

Corner and Wall Installation



First connect the transformer to the mains after the installation has been completed, and earthed according to VDE 0100 Parts 410 and 540.

Connecting

Connect cold and hot water inlets. The pressure hoses are marked blue for cold water (right) and red for hot water (left). Connect shower connection hoses with hose clamps. The connection hoses are coloured. On Shower Temple 115 Steam, connect flexible connection hose (marked green) to steam generator.

Lead the supply cables through the prepared wiring conduits to the Shower Temple. Check connections for leaks.

Fitting the columns

Apply two small strips of silicone free from acetic acid (approx. 1 cm) to the underside of the column in the door and side panel area and then position the columns with threaded bolts into the shower tray.

Secure the columns with the slide rings, washers and nuts, tighten nuts!

Important for Shower Temple 115 Steam!

Do not clamp the top, just position it to fix the columns in their position. The top will be finally clamped in position after the doors and side panels have been fitted.

Corner installation:

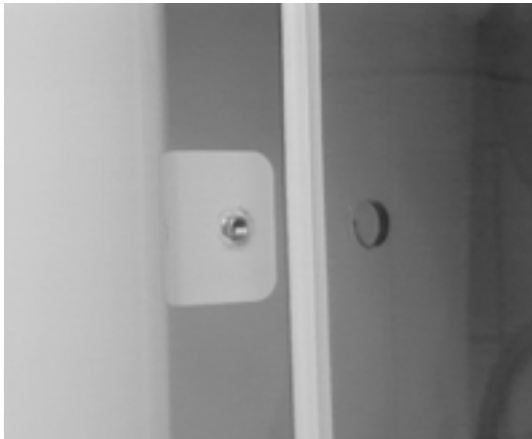
Place bottom part of top on wall section and columns, the column covers drop into the columns. Clamping can be adjusted with 4 grub screws (A). Centre top between wall sections. Fix top to the wall sections with M6 mushroom head bolts and M6 wing nuts.

Wall installation:

Place top of Shower Temple on wall section and columns, the column covers drop into the columns. Clamping can be adjusted with 4 grub screws (A). Centre top between wall sections. Loosen M8 nuts on pre-installed angle. Screw angle to the wall, columns and wall section must be aligned vertically, loosen wing nut for alignment if necessary.

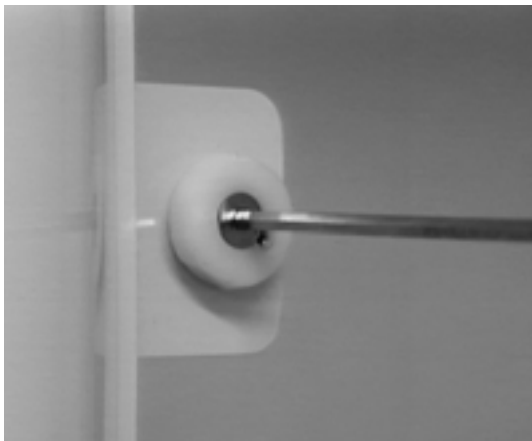
Connect overhead shower and lighting and then fit upper part of top.

Fitting and Sealing the Side Panels Corner and Wall Installation

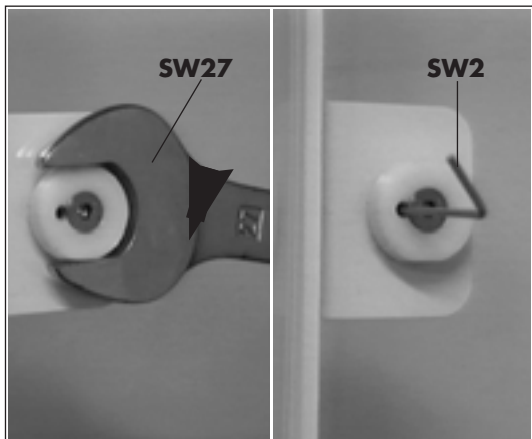


Fitting the side panels

The word Pharo must be legible from the outside. It is important to align the side with the drill holes for the eccentric disk towards the front. Insert the panel into the groove of the wall section. Now swivel the glass towards the column.



When the panel rests against the eccentric angle, you must align the panel so that it stands on the shower tray. Pay attention to the sealing section. Insert the eccentric discs through the glass on the threaded bushes and secure the eccentric disk with the 4 M6 x 12 countersunk screws with hexagon socket.

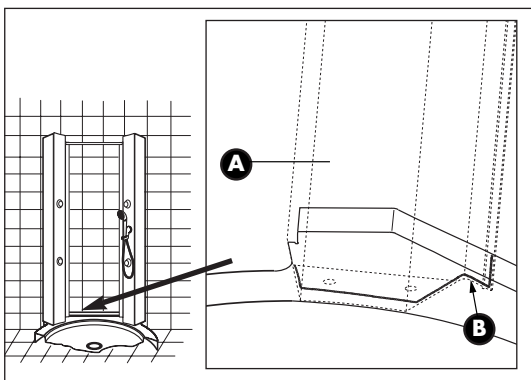
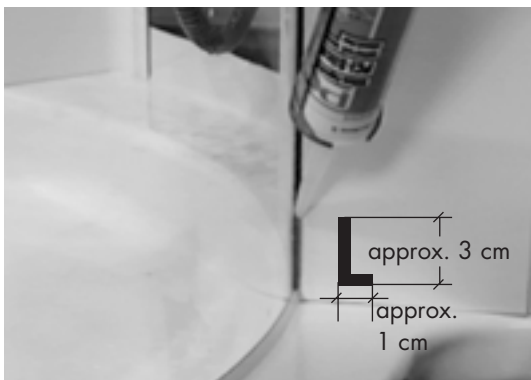
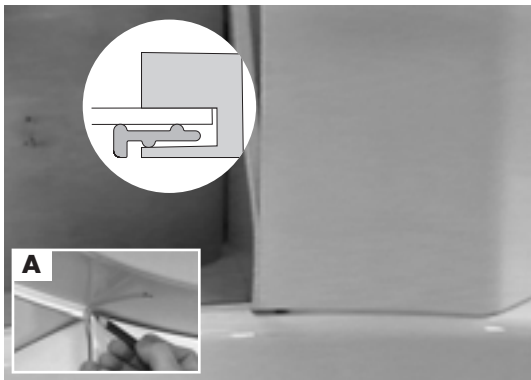


Turn the eccentric disk (SW27) to pull the side panels with sealing profiles towards the column and the shower tray; this seals the panels to the columns and the shower tray.

Now tighten the SW 4 countersunk screw with hexagon socket and secure with grub screws.

Attach covers.

Fitting and Sealing the Side Panels Corner and Wall Installation



Sealing the side panels

Seal side panels in the corner between the column and the sealing profiles with silicone free from acetic acid.

Slightly grease sealing wedge with the sealing grease provided and press between wall profile and side panel.

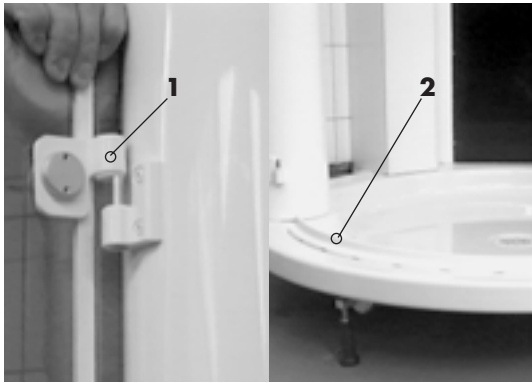
On Shower Temple 115, mark excess length (A) of the sealing wedge on top and shorten accordingly.

Seal the side panels towards the wall section with permanently elastic jointing cement. Also seal approx. 1 cm between the wall section and the shower tray, approx. 3 cm high as from shower tray.

Wall installation

Seal the wall section to the shower tray with silicone free from acetic acid. Also seal to the fixing web of the wall section.

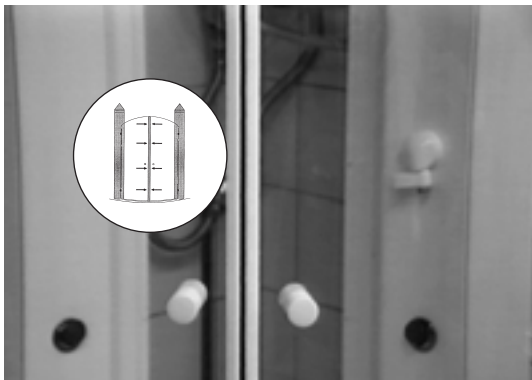
Fitting the Double Door Corner and Wall Installation



Fitting the doors

Hang both door halves onto the hinges (1). Slightly grease the door sealing lips towards the column with the grease provided. Close door. Make sure that the door sealing lip makes even contact. The initial resistance guarantees the sealing quality of the sections. Place the stop strip (2) in the entrance area into the shower tray. The grooves running transverse to the stop strip are located on the underside.

The stop strip serves to centre the door and is not fixed. Risk of tripping!



Check whether the doors close exactly. When the magnetic strips of the door halves are parallel, tighten hinges and secure them with grub screws. Attach covers. Attention: The milled covers are intended for the inside of the door!

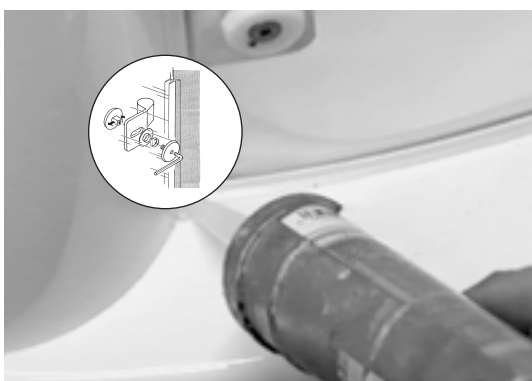
Adjusting the doors

Use the hinges to adjust the height of the two door halves.



Lateral adjustments can be made with the long holes located in the glass door.

Check that the function of the stop strip is in order during adjustment.



Important for Shower Temple 115 Steam!
After installing and adjusting the door and the side panels, fix the bottom part of the top, make sure that the seals do not bend. Slightly grease seals.

Putting into Operation



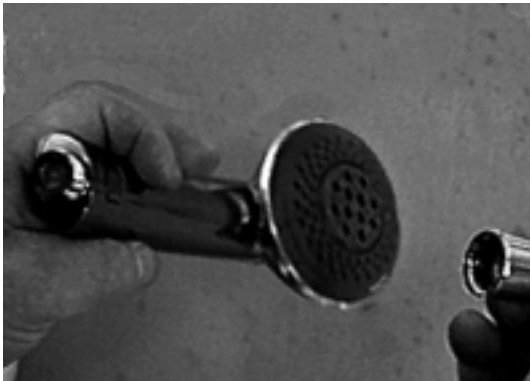
Earth according to VDE 0100, Part 410 and Part 540. The contact positions must be free from oil and grease. The steam generator must be permanently connected to a socket (e.g. with a clamping joint or crimp connection). Connection with an insulating screw joint is not allowed.

Power connection

First connect the Shower Temple and then connect to the mains 230 V ~ 50/60 Hz.

Thermostat adjustment

A thermostat adjustment must be performed after putting into operation, as described in the "Operation and Maintenance" Section, in order to ensure the perfect function of the Shower Temple.



Final examination

For the functional check: Install Isiflex shower hose and hand shower Aktiva A8 with sieve seal.

- Are there any leaks?
- Have the cross joints been sealed with permanently elastic jointing cement?
- Do the showers work correctly?
- Does the steam bath work correctly?
- Does the lighting work correctly?
- Has thermostat adjustment been carried out?
- Has the customer been instructed and the owner envelope with installation instructions handed over?
- Has the guarantee slip been completed and returned to Pharo?

Fitting the Rear Panel and Mirror Shower Temple 115 manuell



Fitting the rear panel

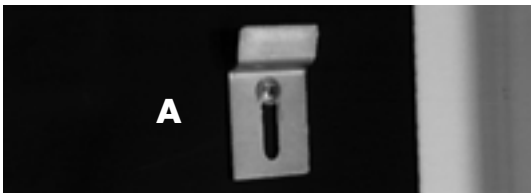
Place the bottom rear panel, with the attachment drill holes for the glass tray upwards, between the two wall sections and fix with the 3.8 x 16 tapping screws with countersunk head. Install the bottom glass panel with the holders for the glass tray. Hang the glass with the 2 threaded bolts onto the rear panel. Secure the panel with the nuts and the washers. Press the glass panel in the bottom area against the fixing points; pull it back and then press it against the fixing points again. Tighten nuts after the fixing points have latched in.

Fit the upper rear panel of the Shower Temple with the countersunk head screws provided.



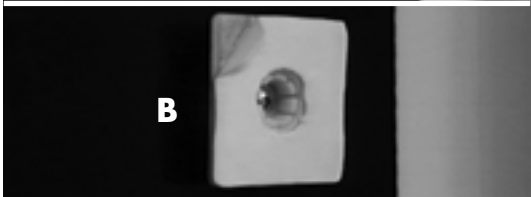
Fitting the mirror

Hang the mirror onto the pre-installed hooks. Check the alignment of the mirror to the bottom glass panel. The mirror must not touch the glass panel. For correction, loosen the pre-installed hooks A on the rear panel and readjust. When the panel has been adjusted, remove the protective foils of the lower fixing points B and press the mirror against the adhesive surfaces.

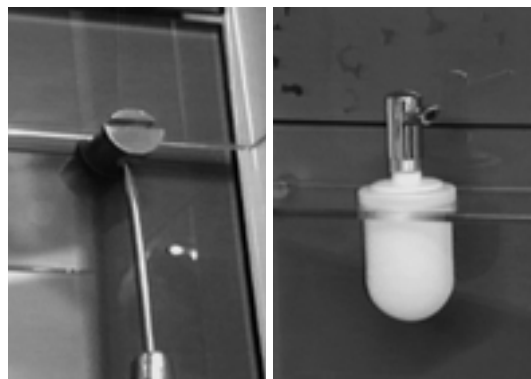


Fitting the glass tray

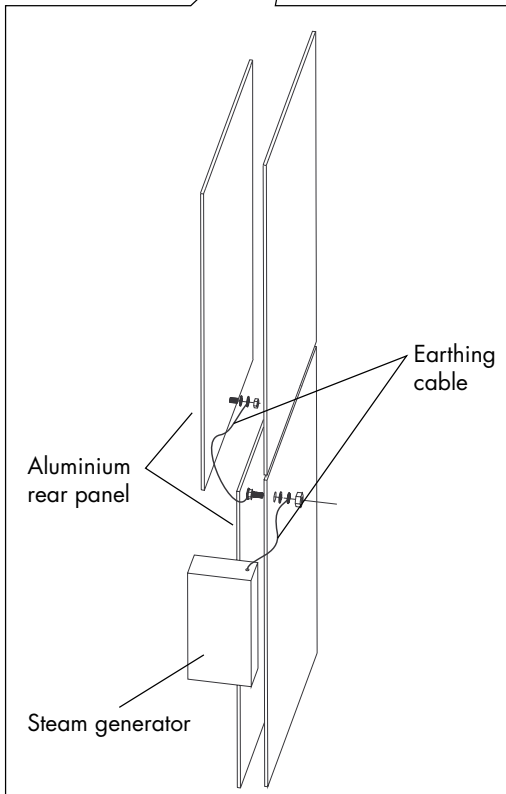
Push tray in and secure with a grub screw. Insert lotion dispenser in tray. Remove lid with pump to clean and fill the lotion dispenser.



Wall version: attach and lock both side panels.

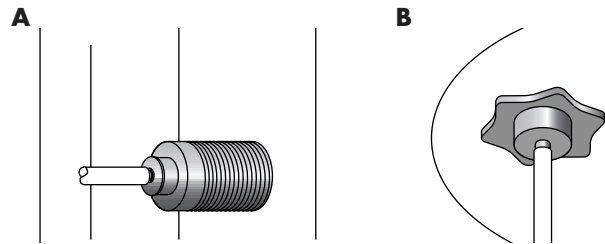


Fitting the Rear Panel and Mirror Shower Temple 115 Steam



Before fitting the rear panel on Shower Temple 115 Steam:

Connect hose **(A)** pre-installed in the right corner panel on the light push-button with the electrical switch located behind the right corner section in the Shower Temple top **(B)**.



Fitting the rear panel.

Fit the rear panel as for Shower Temple 115 manuell as shown on the left. Earth the rear panel as follows: Attach the earthing cable of the steam generator to the bottom rear panel. Connect the earthing cable of the bottom aluminium plate with the upper aluminium plate. On principle, during earthing, first position the tooth lock washer, then the earthing clip and then tighten the nut.

Fitting the mirror

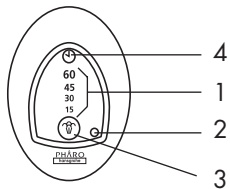
Earthing is not required when a mirror is fitted instead of an aluminium rear panel. Fit as for the Shower Temple 115 manuell.

Fitting the seat

Attach the seat rails on the side using the longer cylindrical screws, do not tighten the screws. Position and adjust seat, and then secure with the shorter screws and washers. Tighten the screws on the side.

Operation and Maintenance

Steam generator



- 1 Time display
- 2 Diagnosis display
- 3 Sensor button
- 4 On/Off control

The main steam generator components are:

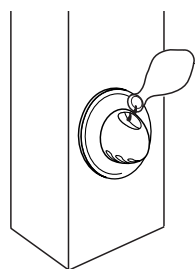
- Water container
- Heating element
- Control element with sensor button and LCD display

The water container of the steam generator is filled with warm water via the thermostat; the water temperature is equivalent to the temperature set on the thermostat. This reduces the heating time, and the Shower Temple is quickly filled with steam, starts after approx. 2 min.

The steam generator is operated and controlled with the sensor button on the control panel.

The steam generator is equipped with the following protective devices:

- The level monitoring switches the steam generator off when the water level sinks below a critical value.
- The pressureless steam generation provides additional protection.



A recess is located on the upper side of the steam outlet nozzle. This recess can be filled with essences or aromatic oils to aromatise the emerging steam. Observe the application instructions of the respective manufacturers for the use of aromatic oils and essences.

Operating the steam generator

Various functions can be selected with just one button. The duration of the steam bath can be selected between 15 to 60 minutes in 15 minute steps.

Starting the steam bath

Press sensor button (3), the on/off control (4) and time display (1) go on and show the pre-set steam time. The pre-set steam time can be programmed to suit individual requirements.

Switching the steam bath off

To switch the steam bath off, press the sensor button several times until all displays have been switched off.

Selecting the steam time

The desired steam time can be selected by pressing the sensor button, the respective time (1) goes on.

Interrupting the steam bath

Press sensor key until the selected time display (1) starts to blink; pressing the sensor button again continues the steam bath.

Changing the pre-set steam time

Switch the steam bath on and select the desired steam time (e.g. 30 min.). Press and hold the sensor button until the time display stops blinking, then switch the steam bath off. Then wait at least 15 seconds before switching on again so that the change can be stored.

Power flush, self-cleaning of steam generator

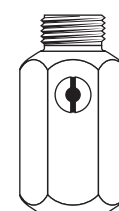
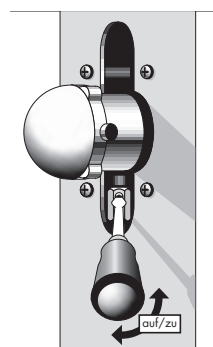
Attention!

Boiling hot water can emerge from the steam outlet nozzle when the power flush starts.

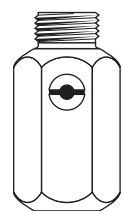
Press the sensor button until all fields of the time display start to blink, normally after approx. 10 to 15 seconds. The power flush (rinsing/self-cleaning) takes approx. 20 to 25 min.

Diagnosis display

The steam generator has a diagnosis function. When a malfunction occurs, the diagnosis display goes on, refer also to the Troubleshooting Section. Pulling the mains plug out deactivates the diagnosis display.



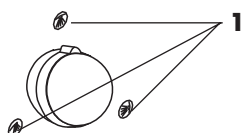
Kugelhahn
offen



Kugelhahn
geschlossen

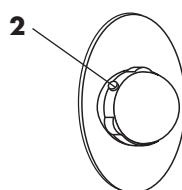
Operation and Maintenance

Quattro converter



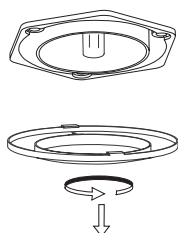
The Quattro converter serves to select the desired shower; two showers are activated at the same time in the middle position (1).

Thermostat

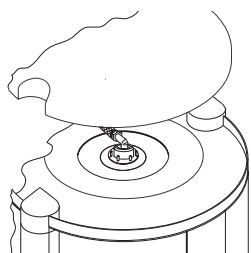


The desired temperature is pre-selected with the thermostat. A safety stop restricts the temperature to 38°C. Pressing the red button releases the safety stop when higher temperatures are desired.

Exchanging the halogen lighting Shower Temple 115 manuell



Turn the halogen covers to remove them and exchange the halogen lamps.



Shower Temple 115 Steam

Remove top and loosen the cylindrical screws on the light ring, remove light ring and exchange halogen lamps. When exchanging the complete light ring: Shut off water and loosen connection hose of overhead shower.

Lighting on Shower Temple 115 Steam

The lighting can be switched on and off anytime with the light button in the right corner panel.

Lighting on Shower Temple 115 manuell

The lighting is switched on by the water pressure after opening the shut-off valve. The lighting switches off automatically 2 min. after closing the shut-off valve.

The automatic switch-on device can be bridged to switch the lighting on and off with an external switch (the switch is not part of the scope of delivery, refer to Page 26 for the wiring diagram). Bridging must be performed by an authorised specialist.

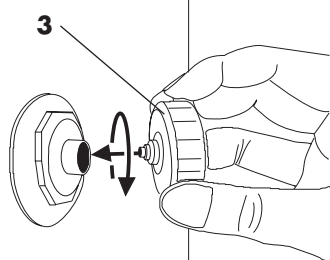
The halogen lamps (**12 V 10 W**) are available from the specialist trade. Do not touch new halogen lamps with your bare hands.

Body showers

The shower attachment (3) serves to change the jet type from a hard turbo jet to a soft shower jet; simply fix the shower attachment to the body shower and turn it.

The body showers are equipped with the Rub-it cleaning system. Advantage: Calcification (furring) can be removed by hand or with a sponge.

Move the body showers from time to time and grease the front ball area with the silicone grease provided or a water-resistant hand lotion.

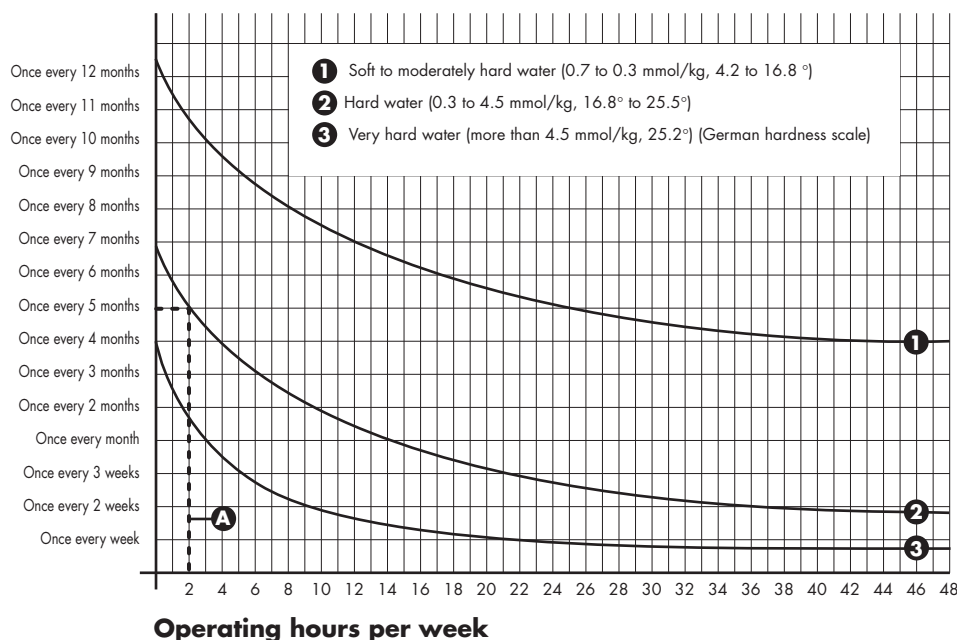


Operation and Maintenance (Decalcification Intervals)

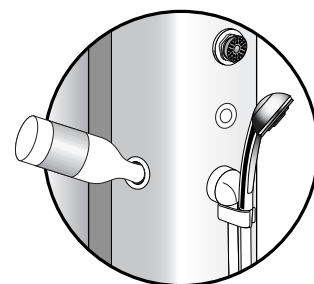
Maintenance (decalcifying) of steam generator

Lime in dissolved form is a natural part of drinking water; its concentration in drinking water depends on the ground quality and drinking water preparation within the local area. The lime contents is measured in water hardness grades; the German levels are I to IV. Ask your local water supplier for the water hardness. Steam generation can cause dissolved lime to deposit on the heating coil depending on the water hardness. Observe the following maintenance instructions to prevent malfunctions caused by furring:

Decalcification intervals



Filling the decalcifying agent



Example A

In areas with hard water (16.8 to 25.5 ° German hardness scale) and with an operating time of 2 hours per week, we recommend decalcifying the steam generator once every 5 months (Hansgrohe recommends using Hansgrohe quick-decalcifying agent).

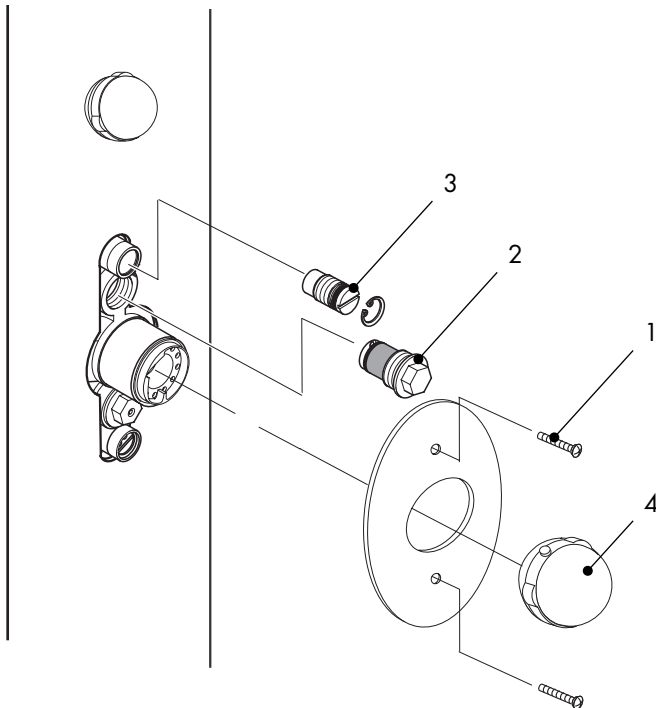
Decalcification

Proceed as follows to decalcify a furred float valve (water emerges from steam outlet nozzle):

1. Set steam function to approx. 15 minutes in order to reduce water level in steam unit.
2. Add decalcifying agent and allow to react for a period of approx. 5 hours. Shortly rinse with the hand shower after adding the decalcifying agent to flush out any agent remains still in the filling socket and to prevent any damage to the surface.
3. Start power flush function.

Important! – Do not use the Shower Temple during decalcification.

Operation and Maintenance



Flow heater

Operation with a hydraulically, electronically or thermally controlled flow heater is possible, minimum capacity of flow heater 24 kW.

The flow pressure must at least be 1.5 bar for perfect functioning.

Only one consumer may be used at any one time due to the low hot water capacity of the flow heater.

The hot water temperature at the supply connection must at least be 2° higher than the desired mixed water temperature.

Pressure differences between cold and hot water must be compensated.

Thermostat adjustment

The thermostat adjustment must be performed during initial-operation.

Set the thermostat when the pre-selected temperature is different to the outlet temperature of the water. The thermostat was set in the Hansgrohe factory under the following conditions:

- Flow pressure 3 bar
 - Temperature difference 50°K
- Perform thermostat adjustment:
- Switch on consumer (hand shower)
 - Turn scale knob until 38°C water emerges
 - Loosen knob screw
 - Pull knob back and set to 38°C
 - Attach knob and tighten knob screw.

Thermostat maintenance

Clean dirt sieves:

- Turn thermostat to 38°C
- Loosen knob screw (4) with slotted screwdriver and pull off knob
- Loosen recessed head screws (3) and take off cover
- Close both lock screws (1) clockwise
- Turn out both check valves (SW 17) (2) counter-clockwise
- Clean dirt sieves
- Refit in reverse order

**Danger of frost and when the pipeline is drained:
Openlock screw, remove check valves (SW 17) and
blow water out of installation unit.**

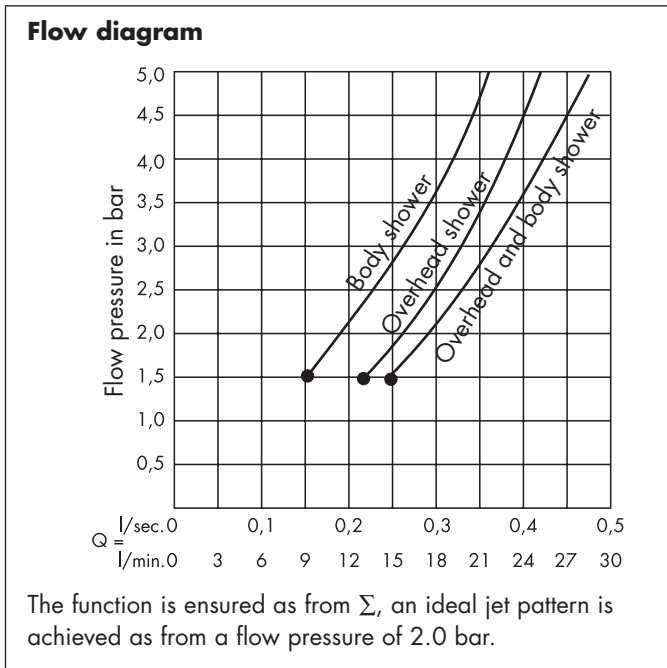
Please use the steam bath only when this is safe for you as far as your health is concerned. Please consult your doctor before taking a steam bath when you have any doubts at all.

The steam generator operates without pressure for safety reasons.

The steam generator must never be operated without water.

Attention – the steam outlet nozzle must not be covered with objects, towels, etc.

Caution – the steam outlet nozzle becomes very hot – approx. 85°C - after long operation.



Mains connection:	230V/50 Hz
Rated power, lighting:	81 VA
Rated power, steam generator:	3.0 kW
Transformer:	Protection class II
Protection type:	IP 65
Minimum flow pressure:	1.5 bar
Hot water temperature:	max. 70°C
Recommended hot water temperature:	60°C
Temperature scale:	20°-60°C
Safety stop:	38°C
Operating pressure:	max. 10 bar
Recommended operating pressure:	2 to 5 bar
Test pressure:	10 bar

Flow capacity with 3 bar flow pressure:

Overhead shower:	19 l/min.
Hand shower:	12 l/min.
Body showers:	16 l/min.
Hand shower + body showers:	21 l/min.
Overhead shower + body shower:	22 l/min.
Overhead shower + hand shower:	21 l/min.

Technical Help

Malfunction

No function

Cause

Main cock closed
 Lock screw closed
 Dirt sieves in thermostat clogged

Clearance

Open main cock
 Open lock screw
 Clean dirt sieves

Lighting does not work

Lighting defective
 Connection cables on top not inserted

Exchange lighting
 Plug in connection cable

Temperature readjusts itself after some time

Transformer or pressure switch defective
 Hot water storage volume too low

Send transformer to manufacturer, inform Customer Service

Water temperature not identical with set temperature

Hot water inlet temperature too low
 Thermostat adjustment has not been carried out

Increase hot water storage volume or storage temperature
 Increase storage temperature
 Carry out thermostat adjustment

Technical Help

Malfunction

Thermostat adjustment not possible

Cause

Cold and hot water connection hoses swapped

Clearance

Connect hoses correctly

Thermostat adjustment only possible to a limited extent

Control unit defective

Have control unit exchanged by specialist

Steam generator does not react and on/off control does not go on

Pressure and temperature variations
No power supply

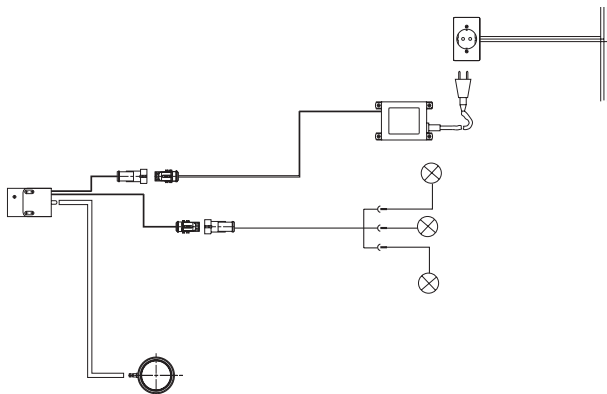
Adapt hot and cold water pressure to each other
Increase storage temperature
Check power supply cable, fuse possibly switched off or FI switch activated

No steam is generated
Diagnosis display goes on

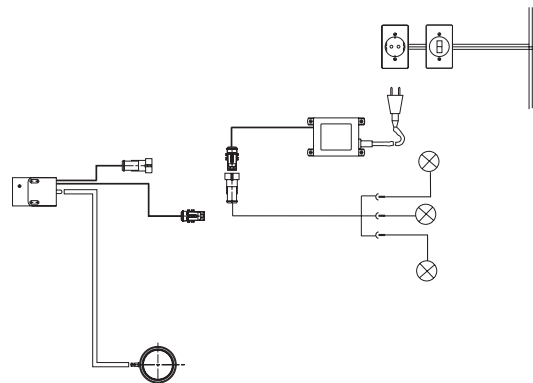
Steam generator not connected with water supply

Connect steam generator to thermostat with flexible connection hose (green).

Circuit diagram of Shower Temple 115 manuell lighting



1) Lighting is switched on via a water pressure sensor



2) Lighting is switched on via external switch. Installation before the transformer is not included in the scope of delivery. Switch installation must be performed by an authorised specialist according to the applicable regulations.

Service Information

Please observe the following service information to continue enjoying your Shower Temple:

Clean surfaces with a liquid domestic or soapy water (**follow dilution guidelines**).

Minor soiling can be removed without problems with soap and a wet cloth, polish shortly afterwards.

Remove stronger soiling / calcification (furring) with the Hansgrohe cleaner set, then thoroughly rinse with water and polish with a cloth. You can buy the Hansgrohe cleaner set (order No. 90921), comprising a fast decalcifying agent, Brilliant Color cleaning cloths, Biff Supra bathroom cleaning concentrate, scraper and cleaning cloth at your specialist sanitary shop.

Do not use aggressive or acidic cleaning agents, abrasive or acetic cleaners. Be careful when handling cosmetics or disinfectants.

Surface cleaning, especially for mirrors and coated glass plates:

Use a chamois leather rinsed in warm water and wrung out to remove spots (grease, cosmetics, etc.). Remove any drips on the edges with a soft, dry cloth.

Do not use glass or window cleaners or other chemicals because these can damage the silver layer of the mirror and cause brown spots.

Any claim for liability and guarantee becomes obsolete when the mirror and the glass plate are handled improperly.

To the fitter

Instruct your customers according to DIN 1988 (part 8) as to the functions and handling of their new Shower Temple.

Please appreciate that damage caused by improper handling is not covered by the Hansgrohe guarantee.

Allgemeine Geschäftsbedingungen

1. Angebot, Vertragsabschluss, Ausführung

- 1.1 Für alle Vertragsabschlüsse mit uns gelten die nachfolgenden Bedingungen. Diese werden vom Käufer mit Auftragserteilung, spätestens mit Annahme der ersten Lieferung anerkannt und gelten für die gesamte Dauer der Geschäftsverbindung. Abweichende Einkaufsbedingungen des Käufers gelten nur mit unserer schriftlichen Zustimmung.
- 1.2 Unsere Angebote sind stets freibleibend, sofern sie nicht ausdrücklich als verbindlich bezeichnet sind. Der Vertrag kommt erst mit unserer schriftlichen Bestätigung und entsprechend deren Inhalt oder durch Lieferung zustande.
- 1.3 Alle Angaben über Formen, Abmessungen, Farben, Ausführung usw., die in unseren Drucksachen, Katalogen, Preislisten oder in anderen Vertragsunterlagen enthalten sind, sind nur annähernd maßgebend, soweit sie nicht ausdrücklich als verbindlich bezeichnet sind.
- 1.4 Wir behalten uns Änderungen des Vertragsgegenstandes im Rahmen der Zumutbarkeit vor. Sonderanfertigungen nach Wunsch des Käufers berechtigen uns zu Mehr- und Mindertiefen bis zu 10%. Berechnet wird jeweils die tatsächliche Lieferung.
- 1.5 Zusicherungen, Nebenabreden und Änderungen des Vertrags müssen schriftlich erfolgen.

2. Preise und Zahlungsbedingungen

- 2.1 Die in unseren Angebotsunterlagen (Kataloge, Preislisten, Disketten usw.) angegebenen Bruttopreise sind mit dem Werksabgabe-Multi zu multiplizieren und beziehen sich auf den Tag der Lieferung. Zu diesen Preisen addiert sich die Mehrwertsteuer in der jeweils gesetzlichen Höhe. Die Preise verstehen sich ab Station Elgersweier. Bei Sendungen ab DM 100,- Waren-Nettowert ist die Verpackung im Preis enthalten. Bei wertmäßig kleineren Sendungen wird die Verpackung zu unseren Selbstkosten berechnet. Bei einem Auftragswert unter DM 100,- berechnen wir DM 10,- Mindermengenzuschlag. Abnahmemengen die kleiner sind als die angegebene Verpackungseinheit, werden mit 10% Zuschlag auf den Warenwert abgewickelt. Für Sendungen an dritte Empfänger berechnen wir einen Zuschlag von 5% des Warenwertes. Der Versand erfolgt generell frei Station. Bei Bestellungen unter DM 1.500,- Waren-Nettowert wird die Fracht auf der Rechnung belastet. Expresskosten gehen auf Rechnung des Empfängers. Bei Postgutsendungen wird dem Käufer die volle Gebühr berechnet.
- 2.2 Wir berechnen die bei Vertragsabschluss vereinbarten bzw. gültigen Bruttopreise, die auf den dieser Zeit gültigen Kostenfaktoren basieren. Sollten sich diese Kostenfaktoren (insbesondere Material, Löhne, Energie, Abgaben) zwischen Vertragsabschluss und Lieferung ändern, sind wir berechtigt, eine entsprechende Bruttopreisänderung vorzunehmen.
- 2.3 Unsere Rechnungen sind zahlbar innerhalb 7 Tagen mit 3 % Skonto, innerhalb 14 Tagen mit 2 % Skonto oder innerhalb 30 Tagen netto ohne Abzug, jeweils ab Rechnungsdatum. Skontoabzug ist nur zulässig, wenn kein Zahlungsrückstand mit anderen Rechnungen besteht.
- 2.4 Die Aufrechnung mit von uns bestrittenen und/oder nicht rechtskräftig festgestellten Gegenansprüchen des Käufers, ist nicht statthaft. Ein evtl. Zurückbehaltungsrecht kann der Käufer nur aufgrund von Gegenansprüchen aus demselben Vertrag geltend machen.

3. Zahlungsverzug, Vermögensverschlechterung

- 3.1 Bei verspäteter Zahlung oder Stundung werden Zinsen mit 4 % p.a. über dem jeweiligen Basiszinssatz der Europäischen Zentralbank berechnet, zuzüglich Mehrwertsteuer.
- 3.2 Gerät der Käufer mit einer Zahlung in Verzug oder liegen konkrete Anhaltspunkte für eine bestehende Zahlungsunfähigkeit des Bestellers vor, so können wir die Weiterarbeit an laufenden Aufträgen einstellen; außerdem können wir die sofortige Vorauszahlung aller, auch der noch nicht fälligen Forderungen (einschließlich Wechsel und gestundeter Beträge) oder entsprechende Sicherheitsleistung verlangen. Kommt der Käufer diesem Verlangen nicht nach, sind wir berechtigt, von dem Vertrag bzw. den Verträgen zurückzutreten und dem Käufer die bis dahin entstandenen Kosten (einschließlich entgangener Gewinn) in Rechnung zu stellen.

4. Lieferzeit, Lieferverzug, Unmöglichkeit

- 4.1 Die vereinbarte Lieferzeit gilt als eingehalten, wenn bis zu ihrem Ablauf die Lieferung unserer Werk verlassen hat oder die Versandbereitschaft mitgeteilt ist. Nachträgliche Änderungs- oder Ergänzungswünsche des Käufers verlängern die Lieferzeit angemessen. Dasselbe gilt, wenn unvorhergesehene Hindernisse eintreten, die außerhalb unseres Willens liegen (z. B. höhere Gewalt, Streik, Aussperrung, Verzögerung in der Anlieferung wesentlicher Rohstoffe, Materialien oder Teile durch unsere Unterverlieferanten). Dies gilt auch, wenn diese Umstände bei unseren Zulieferern eintreten. Die genannten Umstände sind auch dann nicht von uns zu vertreten, wenn sie während eines bereits vorliegenden Verzugs eintreten. Ist das Ende der oben genannten Hindernisse nicht absehbar, können wir vom Vertrag zurücktreten.
- 4.2 Liegt eine von uns verschuldete Lieferverzögerung vor, so kann uns der Käufer schriftlich eine angemessene Nachfrist setzen mit dem Hinweis, dass er die Abnahme des Vertragsgegenstandes nach Ablauf der Frist ablehnt. Nach erfolglosem Ablauf der Nachfrist kann der Käufer durch schriftliche Erklärung vom Vertrag zurücktreten. Bei Vorsatz oder grober Fahrlässigkeit kann er Schadenersatz wegen Nichterfüllung oder Verzugs verlangen. Weitergehende Schadenersatzansprüche, insbesondere gemäß §§ 286 und 326 BGB, werden - soweit gesetzlich zulässig - ausgeschlossen.
- 4.3 Die vorstehende Regelung gilt auch bei von uns verschuldeter Unmöglichkeit der Lieferung.

5. Gefahrenübergang, Teillieferung, Versicherung

- 5.1 Die Gefahr geht in jedem Fall bei Übergabe des Vertragsgegenstandes an die (eigene oder fremde) Transportperson auf den Käufer über. Entsprechendes gilt auch bei Teillieferungen, zu denen wir berechtigt sind. Liegt die Ursache für eine Verzögerung des Versandes beim Käufer, so geht die Gefahr vom Tag der Anzeige der Versandbereitschaft an auf diesen über. Auf Wunsch des Käufers versichern wir den Vertragsgegenstand auf seine Kosten gegen alle versicherbaren Risiken.

6. Abnahmeverzug, Abrufaufträge

- 6.1 Nimmt der Käufer den Vertragsgegenstand nicht fristgemäß ab, sind wir berechtigt, sofortige Abnahme und Bezahlung zu verlangen oder ihm eine angemessene Nachfrist zu setzen. Nach deren Ablauf können wir anderweitig über den Vertragsgegenstand verfügen und den Käufer mit angemessen verlängerter Frist beliefern. Unberührt davon bleiben unsere Rechte unter den Voraussetzungen des § 326 BGB, vom Vertrag zurückzutreten oder Schadenersatz wegen Nichterfüllung zu verlangen. Verlangen wir Schadenersatz wegen Nichterfüllung, können wir 25 % des vereinbarten Preises zuzüglich Mehrwertsteuer als Entschädigung ohne Nachweis fordern, sofern der Käufer seinerseits nicht nachweist, dass uns nur ein wesentlich geringerer Schaden entstanden ist. Wir behalten uns vor, einen höheren Schaden geltend zu machen, soweit er uns tatsächlich entstanden ist.
- 6.2 Von uns auf Abruf bestätigte Bestellungen müssen, sofern nicht anders vereinbart, spätestens innerhalb eines Jahres ab Bestätigungsdatum abgenommen werden. Dasselbe gilt bei Terminrückstellungen oder nachträglicher Abrufstellung. Wird die Ware innerhalb der vereinbarten oder der genannten Fristen nicht abgerufen, gelten die Regelungen in Absatz 6.1 entsprechend.

7. Eigentumsvorbehalt, Forderungsabtretung

- 7.1 Der Vertragsgegenstand bleibt bis zur vollen Bezahlung unserer sämtlichen Forderungen aus der Geschäftsverbindung mit dem Käufer unser Eigentum. Dies gilt auch im Falle des Einbaus unserer Ware. Wird der Vertragsgegenstand mit anderen Waren verarbeitet, verbunden und/oder vermischt, steht uns Miteigentum zu, und zwar im Verhältnis des Rechnungswertes unserer Waren zu diesen anderen Waren zum Zeitpunkt der Verarbeitung, Verbindung oder Vermischung.
- 7.2 Der Käufer darf unsere Vorbehaltsware nur im gewöhnlichen Geschäftsverkehr und nur dann veräußern, wenn er uns gegenüber nicht im Zahlungsverzug ist. Zu anderen Verfügungen über die Vorbehaltsware (z. B. Sicherungsübereignung, Verpfändung) ist er nicht berechtigt. Kaufpreis- oder Werklohnforderungen des Käufers aus der Weiterveräußerung

unserer Vorbehaltsware werden bereits jetzt in Höhe unserer Rechnungswerte bis zum Abschluss aller in Absatz 7.1 genannten Forderungen an uns abgetreten. Der Käufer ist unwiderruflich berechtigt, diese Forderungen einzuziehen. Der Käufer verpflichtet sich, uns auf Verlangen die Namen der Drittschuldner sowie die Höhe deren Verbindlichkeiten mitzuteilen und uns darüber hinaus soweit zu informieren, dass wir in der Lage sind, die uns abgetretenen Forderungen zu realisieren.

- 7.3 Wir sind verpflichtet, die uns zustehenden Sicherheiten auf Verlangen nach unserer Wahl freizugeben, soweit sie die zu sichernden offenen Forderungen um mehr als 25 % übersteigen.
- 7.4 Bei Zahlungsverzug, drohender Zahlungseinstellung, im Fall unbefriedigender Auskunft über die Zahlungsfähigkeit bzw. Vermögenslage des Käufers oder wenn Zwangsvollstreckung oder Wechselproteste gegen ihn vorgekommen sind, sind wir befugt, die gelieferte Ware an uns zu nehmen oder zu verwerten. Der Besteller ist zur Herausgabe verpflichtet. Er hat außerdem sämtliche Kosten der Rücknahme und Verwertung der Ware zu tragen. Die Verwertungskosten betragen ohne Nachweis 20 % des Verwertungserlöses.
- 7.5 Von einer Pfändung oder anderer Beeinträchtigung der Vorbehaltsware durch Dritte muß uns der Käufer unverzüglich benachrichtigen. Alle uns durch die Pfändung entstehenden Kosten trägt der Käufer.

8. Gewährleistung, Haftung

- 8.1 Erkennbare Mängel sind spätestens binnen 8 Tagen nach Empfang der Lieferung, verdeckte Mängel unverzüglich nach Entdeckung schriftlich zu rügen.
- 8.2 Wenn eine Mängelrüge begründet geltend gemacht wird, dürfen Zahlungen nur in einem Umfang zurückgehalten werden, der in einem angemessenen Verhältnis zum aufgetretenen Mangel steht.
- 8.3 Wir haften nur für rechtzeitig gerügte Mängel, zu denen auch das Fehlen zugesicherter Eigenschaften gehört, wie folgt:
 - 8.3.1 Alle diejenigen Teile, die sich innerhalb von 24 Monaten seit Einbau, längstens jedoch 30 Monate seit Lieferung, infolge eines vor dem Gefahrenübergang liegenden Umstandes - insbesondere wegen fehlerhafter Bauart, schlechter Baustoffe oder mangelhafter Ausführung - als unbrauchbar oder in ihrer Brauchbarkeit nicht unerheblich beeinträchtigt herausstellen, werden von uns unentgeltlich nach unserer Wahl ausbessert oder neu geliefert. Mehrere Nachbesserungsversuche oder Neulieferungen sind zulässig. Ersetzte Teile werden unser Eigentum. Von den durch die Ausbesserung bzw. Ersatzlieferung entstehenden unmittelbaren Kosten tragen wir - insoweit als sich die Beanstandung als berechtigt herausstellt - die Kosten des Ersatzstückes einschließlich des Versandes sowie die angemessenen Kosten des Aus- und Einbaues. Ferner tragen wir, falls dies nach Lage des Einzelfalles billigerweise verlangt werden kann, die Kosten der etwa erforderlichen Erstellung eigener Monteur- oder Hilfskräfte; ausgenommen hiervon sind Fahrtkosten ins Ausland. Im übrigen trägt der Besteller die Kosten. Für das Ersatzstück und die Ausbesserung beträgt die Gewährleistung 6 Monate.
 - 8.3.2 Zur Vornahme uns notwendig erscheinender Ausbesserungen und Ersatzlieferungen hat der Käufer uns die erforderliche Zeit und Gelegenheit zu geben; ansonsten sind wir von der Mängelhaftung befreit.
 - 8.3.3 Keine Mängelhaftung übernehmen wir für Schäden, verursacht durch: ungeeignete oder unsachgemäße Verwendung; fehlerhafte Montage, Einbau bzw. Inbetriebsetzung durch den Käufer oder Dritte; natürliche Abnutzung; fehlerhafte, unsachgemäße oder nachlässige Behandlung; fehlende oder mangelhafte Wartung, ungeeignete Betriebsmittel; mangelhafte Bauarbeiten; chemische, elektrochemische oder elektrische Einflüsse. Durch seitens des Käufers oder Dritter unsachgemäß ohne unsere vorherige Genehmigung vorgenommene Änderungen oder Instandsetzungsarbeiten, wird die Haftung für die daraus entstandenen Folgen ausgeschlossen.
- 8.4 Ist Nachbesserung oder Ersatz nicht möglich oder endgültig fehlgeschlagen oder wird sie unzumutbar verzögert, so kann der Käufer Minderung des Preises oder Rückgängigmachung des Vertrages verlangen. Ausgeschlossen sind - soweit gesetzlich zulässig - alle anderen, weitergehenden vertraglichen und außervertraglichen Ansprüche des Käufers gegen uns und unsere Erfüllungsgehilfen einschließlich Schadenersatzansprüchen wegen unmittelbarer und mittelbarer Schäden, entgangenem Gewinn und aus der Durchführung der Gewährleistung, soweit nicht grobe Fahrlässigkeit oder Vorsatz unsererseits vorliegt, bzw. für das Fehlen zugesicherter Eigenschaften zwingend gehaftet wird.

9. Verletzung von Nebenpflichten, Verjährung

- 9.1 Unsere anwendungstechnische Beratung, in Wort und Schrift sowie Vorschläge, Berechnungen, Projektierungen usw. sollen dem Käufer lediglich die bestmögliche Verwendung unserer Produkte erläutern. Sie befreit den Käufer nicht von seiner Verpflichtung, sich durch eigene Prüfung von der Eignung unserer Produkte für den von ihm beabsichtigten Zweck zu überzeugen.
- 9.2 Kann durch schuldhaftes Verletzung der uns obliegenden Nebenpflichten auch vor Vertragsabschluss, z.B. durch unterlassene oder fehlerhafte Beratung oder falsche Anleitung, der Vertragsgegenstand nicht vertragsgemäß verwendet werden, so haften wir unter Ausschluß weiterer Ansprüche des Käufers gemäß Absatz 8. dieser Bedingungen entsprechend. Für die Verletzung von Nebenpflichten auch vor Vertragsabschluss (vertraglich und außervertraglich) sind wir bzw. unsere Erfüllungs- oder Verrichtungsgehilfen, soweit gesetzlich zulässig, nur bei grober Fahrlässigkeit oder Vorsatz zum Schadenersatz verpflichtet. Für evtl. Ansprüche des Käufers aus der Verletzung solcher Nebenpflichten und unerlaubter Handlung, soweit nicht Vorsatz oder grobe Fahrlässigkeit vorliegt, gelten die gesetzlichen Verjährungsvorschriften für kaufrechtliche Gewährleistungsansprüche (6 Monate) entsprechend.

10. Rücksendungen

- 10.1 Von uns gelieferte Ware wird grundsätzlich nicht zurückgenommen. Erklären wir uns im Einzelfall nach vorheriger schriftlicher Vereinbarung ausnahmsweise hierzu bereit, wird eine Bearbeitungsgebühr von 20 % des Warenwertes zuzüglich Mehrwertsteuer erhoben. Notwendige Aufarbeitungskosten werden gesondert berechnet. Die Transportgefahr und die Transportkosten trägt der Käufer.

11. Erfüllungsort, anwendbares Recht, Teilwirksamkeit, Gerichtsstand

- 11.1 Erfüllungsort für Lieferungen und Zahlungen ist der Sitz unserer Firma.
- 11.2 Es gilt das Recht der Bundesrepublik Deutschland. Die Geltung der einheitlichen internationalen Kaufgesetze (EKG und EKAG) wird ausgeschlossen.
- 11.3 Unsere Verkaufsbedingungen bleiben auch bei rechtlicher Unwirksamkeit einzelner Punkte im übrigen verbindlich. Anstelle einer unwirksamen Regelung gilt das gesetzlich Zulässige.
- 11.4 Für sämtliche gegenwärtigen und künftigen Ansprüche aus der Geschäftsverbindung mit Volkaufleuten, juristischen Personen des öffentlichen Rechts oder Trägern eines öffentlichen rechtlichen Sondervermögens wird nach unserer Wahl als ausschließlicher Gerichtsstand der Sitz unserer Firma oder Stuttgart vereinbart. Das gleiche gilt, wenn der Käufer keinen allgemeinen Gerichtsstand im Inland hat, nach Vertragsabschluss seinen Wohnsitz oder gewöhnlichen Aufenthaltsort aus dem Inland verlegt oder sein Wohnsitz oder gewöhnlicher Aufenthaltsort zum Zeitpunkt der Klageerhebung nicht bekannt ist.

General Terms and Conditions of Business

1. Offers, conclusion of contract, execution

- 1.1 The terms and conditions set out below shall apply to all contracts, and shall be deemed to have been acknowledged by the customer when the order is placed or at the latest when the first consignment is accepted. They shall remain in force for the entire duration of the business relationship. No general terms and conditions of purchase used by the customer shall apply unless we give our written consent.
- 1.2 No offer from us shall be regarded as binding on us unless it has been expressly identified as such. No contract shall come into existence until we have given written confirmation of an order, and then only with the provisions contained therein, or when goods are delivered if this is sooner.
- 1.3 All information regarding shapes, dimensions, colours, construction, etc., contained in our printed matter, catalogues, price lists, or other contract documentation shall be regarded as only approximate unless specifically designated as binding.
- 1.4 We reserve the right to make modifications to the contract products covered, within the bounds of the reasonable. In the case of products manufactured to the customer's special order, we shall be entitled to deliver up to 10 percent more or less than the quantity ordered. The quantity invoiced shall always be the quantity actually supplied.
- 1.5 No assurances, subordinate agreements, or changes to the contract shall be valid unless confirmed in writing.

2. Prices and terms of payment

- 2.1 The gross prices stated in our offer documentation (catalogues, price lists, diskettes, etc.) shall be multiplied by the ex-works multiplier and related to the day of delivery. Value Added Tax (VAT) shall be added to the prices at the statutory level. Prices are defined as Ex-Elgersweier railway station. If any consignment has a net goods value of DM 100 or more, packing shall be deemed to be included in the price; if less than DM 100, we charge DM 10 as a small-quantity surcharge. Quantities of any product ordered in less than the stated packing unit shall be subject to a surcharge of 10 percent on the value of the goods. If the goods are to be delivered to a third party, we apply a surcharge of 5 percent of the value of the goods. Goods are normally despatched ex-station. If the net goods value of the order is less than DM 1,500, any freight costs shall be added to the invoice. The recipient shall bear the extra costs of express delivery. If goods are sent by post, the customer shall be invoiced the full postal charge.
- 2.2 We invoice the gross prices agreed and/or in force when the contract is concluded and based on the cost factors in effect at that time. Should any of the cost factors (in particular: materials, wages, energy, and public charges) change between the conclusion of the contract and the delivery of the goods, we shall be entitled to adjust the gross price accordingly.
- 2.3 Our invoices are payable within 7 days at a 3 percent prompt-payment discount, within 14 days at a 2 percent prompt-payment discount, or within 30 days net of any deduction, counting from the date of invoice in each case. Prompt-payment discount shall not be deducted if the customer is in arrears of payment with any other invoice.
- 2.4 The customer shall not offset payments which we dispute and/or have not been established by a court ruling. The customer shall not exercise any right of retention or withholding he may have over counter-claims unless they fall under the same contract.

3. Arrears of payment, deterioration of assets

- 3.1 In the event of late payment or postponement of payment, interest shall be charged at a rate 4 points above the basic interest rate of the European Central Bank at the material time, plus Value Added Tax.
- 3.2 If the customer falls into arrears of payment, or if there are specific grounds for believing that he is insolvent, we shall be entitled to cease work on orders in hand and also to demand immediate advance payment of all outstanding accounts, including those not yet due for payment (including bills-of-exchange and postponed payments), or else the appropriate collateral. Should the customer fail to meet these demands, we shall be entitled to cancel the contract(s) and invoice the customer for the costs so far incurred and also for forgone profits.

4. Delivery period, delivery delay, impossibility

- 4.1 The agreed delivery shall be deemed to have been met if, by the time it expires, the consignment has left our works or the customer has been informed that the goods are ready for despatch or collection. Any later customer requests for changes or additions shall have the effect of lengthening the delivery period by the appropriate length of time. The same shall apply if unforeseen obstacles arise which are outside our control, such as Acts of God, force majeure, strikes, lock-outs, or the delayed delivery of essential raw materials, or materials or parts from our sub-suppliers. The same shall also apply if any of these circumstances affect our sub-suppliers. The aforesaid circumstances shall likewise not be held to our account if they arise after a delay has already occurred. If it is not possible to forecast when the above-mentioned hindrances will end, we shall be free to cancel the contract.
- 4.2 If we fall into arrears of delivery for reasons for which we are to blame, the customer can set us a suitable extension in writing and state that he will refuse to accept the contract goods once this extended delivery time has expired. Should the extended delivery time expire fruitlessly, the customer can cancel the contract by making a written declaration to this effect. In the event of our having acted with intent or in gross negligence, he can sue for damages on the grounds of non-fulfilment or delay. Claims for damages over and above the foregoing, including those based on Article 286 and/or 326 of the Code of Civil Law, shall be ruled out if the law so permits.
- 4.3 The foregoing provisions shall also apply if delivery is impossible for reasons for which we are to blame.

5. Transfer of risk, part-consignments, insurance

- 5.1 Risk shall in any case be transferred to the customer when the contract goods are handed over to the party responsible for transporting them (regardless of whether this is the customer or a third party). The same shall apply in all relevant respects to part-consignments, which we shall always be entitled to make. Should the cause of a delay in despatch lie with the customer, risk shall be transferred on the day on which the customer is notified that the goods are ready for despatch or collection. If the customer so requests, we will at his expense insure the contract goods against all insurable risks.

6. Delay in collection, call-off orders

- 6.1 Should the customer fail to collect the contract goods on time, we shall be entitled to insist on immediate acceptance and payment, or to set a suitable extension period, after the expiry of which we shall be free to dispose of the contract goods in any other way and to supply the customer an appropriate period of time later. The foregoing shall have no effect on our rights under the conditions laid down in Article 326 of the Code of Civil Law to cancel the contract or sue for damages on the grounds of non-fulfilment. In the latter case, we shall also be entitled to demand 25 percent of the purchase price plus VAT as compensation without having to substantiate this claim unless the customer can prove that we have only suffered a considerably smaller loss. We reserve the right to sue for greater damages if we have actually incurred a greater loss.
- 6.2 Call-off orders that we have confirmed shall be taken up within one year of the confirmation date, unless anything to the contrary has been specifically agreed. The same shall apply in the case of reserves held against future orders or later call-off orders. If the goods are not called off within the agreed or stated periods of time, the provisions of Clause 6 Paragraph 1 above shall apply in all relevant respects.

7. Retention of title, assignment of claims to payment

- 7.1 The contract goods shall remain our property until all claims to payment under the business relationship with the customer have been settled in full. The same shall apply in the event of our goods having been installed. If the contract goods are processed, joined,

and/or mixed with other goods, we shall be entitled to co-ownership over the resultant product in the same proportion as the invoice value of our goods to these other goods at the point in time when they were processed, joined, or mixed.

- 7.2 The customer shall only resell our retained goods in the normal course of business, and then only if he is not in arrears of payment towards us. He shall not be entitled to dispose of the goods in any other way, e.g. by providing them as collateral or by pledging them. The customer's purchase price or his claims to payment for contract work from the resale of our retained goods are assigned to us here and now in the amount of our invoice values until all claims to payment stated in sub-clause 7.1 have been settled. The customer shall be irrevocably authorised to collect these outstanding accounts, and shall be under an obligation to inform us on request of the names of the third-party debts and the amount of their accounts payable to him, and in addition to this to provide us with all necessary information to enable us to collect the accounts receivable that have been assigned to us. If so requested, we shall be under an obligation to release collateral to which we are entitled, at our free choice, if the total exceeds the accounts payable to us by more than 25 percent.
- 7.3 In the event of arrears of payment, imminent cessation of payments, or unsatisfactory information about the customer's solvency or asset position, or if compulsory enforcement proceedings have been initiated against him or his drafts have been refused, we shall be authorised to take back and/or sell the goods we have delivered to him and the customer shall be under an obligation to surrender them. He shall also bear all costs incurred through our taking back and/or selling the goods. The latter shall be deemed to amount to 20 percent of the proceeds from the resale, without our being required to furnish proof thereof.
- 7.4 The customer shall inform us without delay of any attachment or other attempt by a third party to take title to the retained goods, and shall bear all costs incurred as a result of any such attachment.

8. Guarantees, legal liability

- 8.1 Recognisable defects or deficiencies shall be reported to us in writing within 8 days of receipt of the consignment, hidden defects without delay as soon as they come to light.
- 8.2 If complaints prove to be justified, payment shall only be withheld to an extent that is reasonable and commensurate with the defect or deficiency. We shall only bear legal liability for defects, deficiencies, or the absence of assured properties if the following conditions are met: all those parts that prove within 24 months of having been installed, or at the latest 30 months after delivery, to be unusable or of significantly reduced usability as a result of circumstances arising prior to the transfer of risk, meaning in particular if the design, materials, and/or workmanship were poor, shall be either repaired or replaced at our free discretion and free of charge. Replaced parts shall become our property.
- 8.3 Of the costs directly incurred by such repair or replacement, provided the complaint has proved to be justified, we shall bear the costs of the replacement including its despatch and all reasonable dismantling and installation costs. Provided it can be reasonably expected of us under the individual circumstances of the case, we shall also bear the costs of any of the customer's technicians or labourers required for this work, with the exception of travel expenses outside Germany. The customer shall bear all other costs. The repaired or new part shall be under guarantee for six months.
- 8.3.1 The customer shall give us the necessary time and opportunity to carry out the repairs and make the replacement deliveries that appear necessary to us, otherwise we shall be absolved of liability for the relevant defects and deficiencies.
- 8.3.2 We shall bear no liability for any injury, loss, or damage caused by any of the following: unsuitable or improper use, incorrect assembly, installation, or start-up by the customer or any third party, fair wear and tear, defective, improper, or negligent handling or operation, deficient or defective maintenance, unsuitable consumable materials, deficient building work, improper modifications or maintenance work carried out without our prior agreement. No liability shall be entertained for any consequential damage either.
- 8.4 If neither repair work nor a replacement is possible, or if all attempts have failed, or if any such attempts are delayed unreasonably, the customer shall be entitled to demand a reduction of the price or the cancellation of the contract. Provided always that the law so permits, the customer shall have no other claims against us or our contractual agents over and above the foregoing, inside or outside the ambit of the contract, nor any on the grounds of direct or indirect injury, loss, or damage, forgone profit, or from the execution of guarantee work, unless we have acted with intent or in gross negligence or if liability is mandatory because of the absence of assured properties.

9. Violation of subordinate obligations, statute bar

- 9.1 Our technical consultancy services, whether written or spoken, and any suggestions, calculations, or design or similar work we may undertake shall merely serve to explain to the customer the best possible use of our products. Nothing therein shall be construed as absolving the customer from his obligation of inspecting our products and ensuring for himself that they are suitable for the purpose he has in mind.
- 9.2 If the contract goods cannot be used for their contractual purpose as a result of our culpable violation of any of the subordinate obligations incumbent on us, including those prior to the conclusion of the contract, resulting e.g. from inadequate or faulty technical advice or the wrong instructions, we shall bear legal liability to the exclusion of all further claims by the customer as set out in Clause 8 of these Terms and Conditions. In the event of our violating our subordinate obligations, including those prior to contract (within or outside the contract), we and our contractual and vicarious agents shall be liable for damages only in cases of intent or gross negligence, provided the law so permits. The statutory regulations on statute-barred cases (the maximum period is 6 months) shall apply to any claims raised by the customer on the grounds of violation of such subordinate obligations and unlawful actions provided there has been no element of intent or gross negligence.

10. Return shipment

- 10.1 As a basic rule, we do not take back goods we have delivered. Should we declare ourselves willing to do so in any individual and exceptional case, following prior written agreement to this effect, an administrative charge of 20 percent of the value of the goods (plus VAT) shall be raised. We shall also charge any necessary rework costs separately. The customer shall bear the transport costs and the transport risk.

11. Place of execution, applicable law, partial invalidity, place of jurisdiction

- 11.1 The place of execution for deliveries and payments shall be the registered offices of our company.
- 11.2 The laws of the Federal Republic of Germany shall be applicable, to the exclusion of uniform international law on trade in merchandise (EKG and EKAG).
- 11.3 Our terms and conditions of sale shall remain binding in all other aspects even if individual points prove to be legally invalid. The invalid provisions shall be deemed to have been replaced by that which is legally permissible.
- 11.4 Either the court with jurisdiction over our place of business or Stuttgart shall be deemed to be the agreed and exclusive place of jurisdiction for all claims that may arise, now or in the future, from any business relationship with registered traders, legal entities under public law, or operators of assets under public law within the Federal Special Fund. The same shall apply if the customer has no general place of jurisdiction within Germany or removes his place of registered or usual residence from Germany after the contract has been concluded, and if his place of registered or usual residence is unknown at the time the action is raised.

12. The German text of these General Terms and Conditions shall be solely binding, and shall take precedence over any translation prepared for convenience only.

Adressen

Möchten Sie mehr über
Pharo-Produkte wissen?
Wir helfen Ihnen gerne weiter:

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