

Zehnder Terms and Conditions of Sale and Delivery

1. General Information

Terms and Conditions of Sale and Delivery (“Terms”) shall apply to the sale of goods (“Goods”) to **the purchaser** (“Purchaser”) where their validity has been confirmed in the purchase agreement, in an offer or order confirmation issued by Zehnder Baltics OÜ or any of its subsidiaries. Where the Goods are supplied under a distribution agreement concluded between the Buyer and the Seller, these Terms shall apply to any order placed under such an agreement, unless otherwise provided in the agreement. Any terms and conditions required by the Buyer that conflict with these Terms and Conditions shall apply only if the Seller has agreed to them in writing. The Seller may amend the Terms and Conditions by notifying the Buyer of the amendments in writing at least 14 calendar days in advance. The amendments shall not apply to Purchase Agreements already concluded.

The latest version of the Terms and Conditions is available at: <https://zehnder.ee/terms-of-sale-and-delivery/>.

2. Orders

- 2.1. The Purchase Agreement for the Goods ordered by the Buyer (“Purchase Agreement”) shall enter into force once the Seller has confirmed the order by email (“**Order** Confirmation”). The Seller has the right to refuse the order within 5 working days, notifying the Buyer thereof, in particular if the ordered Goods are out of stock or for any other objective reason that makes it impossible for the Seller to fulfil the Purchase Agreement. If the Seller refuses the order, the Seller shall refund the amount paid by the Buyer without delay.
- 2.2. The Purchase Agreement is concluded on the terms set out in the Order Confirmation. If the Order Confirmation differs from the Buyer’s order or the Seller’s offer, the Buyer has the right to raise an objection within 2 working days of receiving the Order Confirmation. If no objection is raised, the Buyer shall be deemed to have agreed to the terms of the Order Confirmation.
- 2.3. An Order may be amended or cancelled free of charge only if the Order has not yet been processed. This clause of the Terms and Conditions does not apply to a Buyer who is a consumer within the meaning of section 1(5) of the Law of Obligations Act (‘Consumer’), who has the right to withdraw from the contract within 14 calendar days, regardless of the reason.
- 2.4. The Seller guarantees that the Goods comply with the data and standards set out in the technical documentation, brochures and catalogues. If the characteristics of the specific subject matter of the Purchase Agreement differ from those set out in the general materials, this shall be agreed separately prior to the conclusion of the Purchase Agreement.
- 2.5. Images and drawings presented in the catalogue or on the website are for illustrative purposes only. The Seller has the right to make changes to the design or materials of the Goods, provided that these do not impair the quality or functional characteristics of the Goods or significantly alter their appearance. A written agreement between the Parties is required for any significant changes. Detailed dimensional drawings shall be issued upon the Buyer’s separate request.
- 2.6. The Seller retains all rights to the drawings, technical documentation and software that it has provided to the Buyer. The Buyer acknowledges this right and undertakes not to share the documentation or

software, in whole or in part, with third parties, nor to make it available to them without the Seller's express written consent.

3. Terms of Delivery

- 3.1. The Goods shall be delivered in the manner specified by the Buyer in accordance with one of the following delivery terms:
 - 3.1.1. FCA Kalda 9a, Seller's warehouse in Tallinn (FCA – INCOTERMS 2020);
 - 3.1.2. DAP Buyer's place of business (as specified in the order) (DAP – INCOTERMS 2020);
- 3.2. The delivery method chosen by the Buyer and the associated costs shall be confirmed in the Order Confirmation. If the delivery clause chosen by the Buyer is DAP, the Buyer shall pay the delivery costs on the basis of the relevant invoice received from the Seller.
- 3.3. Costs associated with the import of the goods, including taxes and other import-related costs, shall be borne by the Buyer. If, by law, the obligation to pay such costs lies with the Seller, the Buyer undertakes to reimburse the Seller for the relevant costs on the basis of invoices submitted by the Seller, unless such costs are already included in the sale price of the Goods.
- 3.4. The Seller shall deliver the Goods within the delivery period specified in the Order Confirmation. If the Seller is unable to deliver the Goods on time due to force majeure, the Seller shall be entitled to extend the delivery period by 14 calendar days and shall immediately notify the Buyer in writing of the new delivery date. If the delivery is delayed by more than 30 calendar days or it is apparent that the Seller is unable to deliver the Goods within the agreed delivery period, the Buyer shall be entitled to withdraw from the Purchase Agreement. Upon withdrawal from the Agreement, the procedure set out in Chapter 6 of these Terms and Conditions must be followed.
- 3.5. The Seller shall package the Goods in a manner customary for items of this type and necessary for the preservation, protection and safe transport of the Goods. If the nature of the Goods requires special packaging or if the Buyer has requested packaging under special conditions, this shall be agreed upon prior to the conclusion of the contract.

4. Receipt, storage and warehousing of the Goods

- 4.1. If the Buyer selects the DAP delivery term, the Seller shall notify the Buyer of the expected time of arrival of the Goods. The Buyer must ensure the acceptance of the Goods and, at the Seller's request, provide confirmation of the Order and details for the Buyer's identification. In this case, the obligation to deliver the Goods shall be deemed fulfilled upon transfer of the Goods into the Buyer's possession. The Seller shall be entitled to refuse to deliver the Goods if the Buyer fails to provide details for verifying the Order and the Buyer's identity. If the Buyer is in default of any act required of them to facilitate the delivery of the Goods, the risk of accidental loss or damage to the Goods shall pass to the Buyer.
- 4.2. If the Buyer selects the FCA delivery term and the Goods are ready for collection, the Seller shall notify the Buyer thereof by email or telephone ('**Goods Collection Notice**'). The Buyer must arrange for the collection of the Goods within 7 working days of receiving the Goods Collection Notice. The Goods shall be released to the Buyer or a carrier designated by the Buyer upon presentation of the Order Confirmation and the carrier's name. The Goods shall be deemed to have been delivered to the Buyer once the Seller has made the Goods available for collection at the designated location and has notified the Buyer thereof. Upon handover, the risk of accidental loss or damage to the Goods shall pass to the Buyer. The Seller shall be entitled to refuse to hand over the Goods if the Buyer or the carrier fails to provide details for the identification of the order and the carrier, until such details are provided.

- 4.3. If the Buyer is in default of accepting the Goods, the Seller shall be entitled to claim from the Buyer compensation for the costs incurred in connection with the storage and warehousing of the Goods. If the Buyer has not accepted the Goods even within a reasonable additional period granted by the Seller, this shall be deemed a material breach of contract and the Seller shall be entitled to withdraw from the contract. Upon withdrawal from the contract, the procedure set out in Chapter 6 of these Terms and Conditions must be followed.

5. Price of the Goods and Payment

- 5.1. Unless the Parties have agreed otherwise, the Buyer undertakes to pay for the Goods within 30 days of receiving the Order confirmation. In the event of a delay in payment, the Seller shall be entitled to claim interest at the statutory rate set out in section 113(1) of the Law of Obligations Act.
- 5.2. If the Buyer is more than 14 calendar days late in making an advance payment, this shall be deemed a material breach of contract. In such a case, the Seller shall be entitled to withdraw from the contract in accordance with the procedure set out in Chapter 6 of these Terms and Conditions. If the Buyer has repeatedly delayed payment, the Seller shall be entitled to make the payment of the advance payment a condition for future orders.
- 5.3. The Seller has the right to adjust the delivery price if, for reasons beyond the Seller's control, the delivery period significantly exceeds the initial delivery period and this results in additional costs for the Seller.
- 5.4. The Seller has the right to change the prices of the Goods at any time. The revised prices will be published on the Seller's website and will take effect from the date of publication. The price applicable to an order is the price valid on the Seller's website at the time the order is placed. Price changes do not apply retrospectively to orders that have already been confirmed or to Purchase Agreements that have already been fulfilled.
- 5.5. If, after the conclusion of the Purchase Agreement, the Seller's costs in connection with the Purchase Agreement increase significantly and the Seller could not reasonably have foreseen this, the Seller has the right to demand a price adjustment. If the parties fail to reach agreement on a new price, the Buyer shall be entitled to withdraw from the contract. Withdrawal from the contract must be carried out in accordance with the procedure set out in Chapter 6 of these Terms and Conditions.

6. Right of withdrawal

- 6.1. The grounds for withdrawal from the Purchase Agreement set out in this chapter do not preclude the exercise of the right of withdrawal provided for in other chapters of the Terms and Conditions.
- 6.2. The Seller has the right to withdraw from the Purchase Agreement:
 - 6.2.1. If the Buyer is in default of payment of the purchase price or if circumstances arise which give sufficient reason to believe that the Buyer is unable to fulfil their obligation to pay. In such a case, the Seller may refuse to hand over the Goods and grant the Buyer a reasonable period of time to fulfil their obligation. If the Buyer fails to fulfil their obligation to pay within the reasonable period, the Seller has the right to withdraw from the contract.
 - 6.2.2. If the Seller is prevented from performing the contract due to force majeure, or if the performance of the obligation has become impossible, the Seller shall notify the Buyer of such circumstances without delay.
- 6.3. The Consumer has the right to withdraw from the Purchase Agreement without giving any reason within 14 calendar days from the day on which the Consumer or a third party designated by the Consumer, who is not the carrier of the Goods, has physically taken possession of the Goods. To

exercise the right of withdrawal, the Consumer must, before the expiry of the withdrawal period, notify the Seller of their decision to withdraw from the Purchase Agreement by means of an explicit statement in free form, which must be sent to the Seller by email (info.baltics@zehndergroup.com). The Consumer may also use the model withdrawal form available on the Seller's website.

- 6.4. A Buyer who is not a Consumer has the right to withdraw from the Purchase Agreement within 14 days from the day on which the Buyer or a third party designated by the Buyer, who is not the carrier of the Goods, has physically taken possession of the Goods. The right of withdrawal applies only to unused standard products returned in their original packaging, and this provision does not apply to products manufactured and customised to specific measurements. The Buyer undertakes to handle the Goods to be returned and their packaging with care and to avoid writing on the packaging or any other action that may impair the resaleability of the Goods. To exercise the right of withdrawal, the Buyer must, before the expiry of the withdrawal period, submit a duly completed withdrawal notice stating the reason for withdrawing from the contract. The notice must be sent to the Seller's email address (info.baltics@zehndergroup.com).
- 6.5. The Buyer must return the Goods to the Seller within 14 days of the date on which they notified the Seller of their withdrawal from the Purchase Agreement. The Buyer shall be deemed to have fulfilled their obligation to return the Goods in a timely manner if they have dispatched the Goods or handed them over to the Seller within the specified period.
- 6.6. In the event of withdrawal from the Purchase Agreement, the Seller shall refund to the Buyer all payments received under the Purchase Agreement within 14 days of receiving the notice of withdrawal. In the event of withdrawal from a Purchase Agreement concluded with a Buyer who is not a Consumer, the Seller is entitled to deduct 25% of the price of the Goods from the amount to be refunded.
- 6.7. The Seller shall make these refunds using the same payment method that the Buyer used to make the payment, unless the Buyer has consented to the use of a different payment method.
- 6.8. The Seller is entitled to withhold refunds until the Buyer has returned the Goods or until the Buyer has provided proof of the return of the Goods.
- 6.9. The Buyer shall be liable for any reduction in the value of the Goods only if they have used the Goods in a manner other than that necessary to ascertain the nature, characteristics and functioning of the Goods.
- 6.10. The costs associated with returning the Goods shall be borne by the Buyer.

7. Warranty

- 7.1. The warranty period for the Goods is twenty-four (24) months; the warranty period for non-electric radiators is sixty (60) months ('Warranty Period').
- 7.2. A Buyer who is not a Consumer is obliged to inspect the Goods immediately and to notify the Seller of any apparent non-conformity within eight (8) working days of receipt of the Goods. A Consumer must notify the Seller of any non-conformity of the Goods with the terms of the contract within two (2) months of becoming aware of the non-conformity.
- 7.3. Defects that become apparent during the normal use of the Goods must be notified in writing by a Buyer who is not a Consumer within eight (8) working days of their discovery. A Consumer must notify the Seller of defects within a reasonable time, but no later than two (2) months after their discovery. In the event of a defect in the Goods, the Buyer may demand that the Goods be repaired or replaced. In the case of a sale to a Consumer, the Seller shall bear all costs associated with the repair or replacement, including transport, postage and material costs. If repair or replacement fails or is not possible, the Buyer is entitled to a price reduction or to withdraw from the contract in accordance with the conditions set out in the Law of Obligations Act.
- 7.4. If the Buyer fails to notify the Seller of any defects, the Buyer may not rely on the non-conformity of

the Goods with the terms of the contract, unless such failure to notify is reasonably excusable, the non-conformity of the Goods with the terms of the contract has arisen due to the Seller's wilful misconduct or gross negligence, or if the Seller knew or ought to have known of the non-conformity of the Goods and did not disclose this to the Buyer.

- 7.5. The remaining duration of the warranty period applicable to the original product shall also apply to replacement products.
- 7.6. The warranty covers defects in the design, manufacture and materials of the device. The warranty does not cover defects caused by:
 - 7.6.1. normal wear and tear of the device, taking into account its normal service life and intended use;
 - 7.6.2. the Buyer's failure to follow the installation, usage or maintenance instructions;
 - 7.6.3. use of the device under conditions for which it is not intended (e.g. water pressure exceeding the limits specified in the user manual or the use of unsuitable heat transfer fluids);
 - 7.6.4. poor-quality installation or repair work carried out by third parties, for which the Seller is not liable.

8. Transfer of Ownership

Until full payment for the Goods has been made, ownership of the Goods remains with the Seller. Until the transfer of ownership, the Buyer is obliged to take good care of the Goods, ensure their preservation and take other appropriate measures to protect the Seller's rights.

9. Intellectual property

The Seller's products are protected by intellectual property rights, including patents, designs and trademarks. The use of the Seller's intellectual property rights without the Seller's written consent is prohibited.

10. Limited Liability

- 10.1. The Seller shall be liable for direct financial loss caused by a breach of its obligations. The Seller shall not be liable for indirect loss, including loss of profit, unless the loss was caused intentionally or through gross negligence, or where limitation of liability is not permitted by law. The Seller's liability is limited to the total price paid by the Buyer for the Goods ordered under the relevant Purchase Agreement, except in cases of intentional damage or gross negligence.

11. Applicable law and jurisdiction

- 11.1. These Terms and Conditions and the Purchase Agreement are governed by the laws of the Republic of Estonia. If the Consumer is resident in a foreign country, the Consumer is entitled to rely on the law of their country of residence.
- 11.2. The parties shall endeavour to resolve any disputes arising from these Terms and Conditions or the Purchase Agreement primarily through negotiation. If the dispute cannot be resolved through

negotiation, the Buyer has the right to bring the matter before a court; the Consumer also has the right to refer the matter to the Consumer Disputes Committee operating under the Consumer Protection and Technical Regulatory Authority.

- 11.3. Any legal disputes arising from these Terms and Conditions and/or any order shall be resolved in Harju County Court, unless the Buyer is a Consumer. The Consumer has the right to bring the matter before the court in their place of residence.

12. Seller's contact details

Zehnder Baltics OÜ

Registered address: Rannamõisa tee 38d, 13516 Tallinn, Estonia

Warehouse address: Kalda 9a, 11625 Tallinn, Estonia

Website: www.zehnder.ee

Email address: info.baltics@zehndergroup.com

These Terms and Conditions are valid from 13 May 2026.