

# Zehnder terms of sale and delivery

## 1. General

1.1. These terms and conditions for the sale and delivery (the “**Terms**”) are binding to the sale of goods (the “**Goods**”) to the buyer (the “**Buyer**”) if their validity is acknowledged in the purchase contract, the offer or order acceptance of Zehnder Baltics OÜ or any of its subsidiaries (the “**Seller**”). Where delivery is made in performance of a distribution agreement between a buyer and Seller, the Terms shall apply to any order placed under such agreement, if not directed otherwise in the applicable agreement. Any terms and conditions imposed by Buyer that are in conflict with the Terms shall apply only if the Seller has expressly agreed to them in writing.

These Terms may be changed by Seller from time to time. The newest version is available at <https://zehnder.ee/terms-of-sale-and-delivery>

## 2. Orders

2.1. In order to purchase the Goods, the Buyer shall submit an order via telephone, email, web shop or, if applicable, in person to the Seller.

2.2 The purchase contract for the Goods ordered by the Buyer (the “**Purchase Contract**”) is effective upon confirmation of the order in writing (e-mail) by the Seller (the “**Order Confirmation**”). The Seller may at its own discretion refuse to accept any order from Buyer.

2.3 If an order is not placed on the basis of a binding offer, or if an order deviates from the offer, the Order Confirmation shall be relevant. If Seller does not receive an objection to the deviating Order Confirmation by Buyer within 24 hours after the Order Confirmation was sent, the Order Confirmation shall be binding

2.5 Order changes and cancellations shall be free of charge only if the order has not yet been processed.

2.6 Specifications in technical documents as well as in brochures and catalogues are only binding if expressly assured.

2.7 Illustrations, dimensions, standard diagrams and weights are non-binding; we reserve the right to make design changes. Materials may be replaced by other equivalent ones. If needed, binding dimension sketches must be explicitly requested.

2.8 Seller reserves all rights to plans, drawings, technical documents and software, which it has handed over to Buyer. The Buyer acknowledges these rights and will not share or make available the documents and software in whole or in part to third parties without the Seller’s express written confirmation.

2.9 Buyer shall inform Seller in writing of relevant regulations, directives and standards regarding the Purchase Contract at the latest when submitting the order.

### 3. Terms of delivery

3.1. The Goods are delivered in accordance with one of the following delivery clauses:

- FCA Kalda 9a, Tallinn Seller's warehouse (FCA - INCOTERMS 2020);
- FCA Lahr, Germany (FCA – INCOTERMS 2020;)
- DAP Buyer's location (as indicated in the order) (DAP – INCOTERMS 2020);

3.2. The choice of the delivery clause is indicated by the Buyer when submitting the order. In case of DAP delivery clause, the Buyer will reimburse the delivery costs upon receiving a respective invoice from the Seller.

3.3. All duties, levies, taxes and other fees related to the import of the Goods are borne by the Buyer.

3.4. The delivery dates agreed in the Order Confirmation are indicative and may be reasonably extended in the event of circumstances which the Seller cannot avoid despite due diligence.

3.5. Seller shall package the Goods according to common standards, unless Seller receives specific notice to the contrary from Buyer.

### 4. Receipt, storage and warehousing of goods

4.1. When FCA delivery term used and the Goods are ready for receipt, the Seller will notify the pick-up notice by e-mail or telephone (the "**Pick-up Notice**"). The Buyer (or its assigned carrier that picks up the Goods) shall submit to the Seller the order data sent by the Seller to the Buyer in the Order Confirmation as well as the name of the assigned carrier. If the Buyer does not provide the information in the Order Confirmation, Seller has the right to refuse to hand over the Goods to the Buyer or its representative until Buyer submits the information in the Order Confirmation.

4.2. The Buyer must organize the pick-up of the ordered Goods by 7 working days after the Seller submitted the Pick-up Notice.

4.3. For orders that have not been picked up by the Buyer within 7 working days after being notified, the Seller reserves the right to cancel the order or invoice the respective warehousing costs to the Buyer until the time of the picking-up of the Goods. If the Seller has withdrawn from the order as per section 6 of these Terms, the Seller undertakes to return the money paid by the Buyer for the Goods within 7 working days. Zehnder may in this case, at its sole discretion, charge a fee or the purchase price as agreed in the order.

### 5. Prices / pre-payment orders

5.1. Unless the Parties have agreed on credit terms, payment for the Goods must be made by 30 days after receiving the Order Confirmation by Buyer or by the due date indicated in the Order Confirmation. If the payment is not paid by the due date, default interest of 8% per year must be paid on the outstanding amount.

5.2. If the Parties have agreed on the pre-payment for the Goods and the Buyer has not paid for the Goods within the prescribed period, this is considered a material breach of the Purchase Contract and the Seller has the right to withdraw from the Order immediately and charge a fee or the purchase price as agreed in the order. In addition, the Seller may require the Buyer to provide a guarantee for the entire purchase price for any future orders against the delivery of all the ordered Goods.

5.3. If one or more of the cost price factors increase after the date on which the agreement is concluded – even if this occurs as a result of foreseeable circumstances – Zehnder is entitled to increase the agreed price accordingly.

## 6. Right of withdrawal

6.1. In the event of the Buyer's insolvency or if the Buyer has failed to pay for a previous purchase, the Seller has the right to hold back the delivery until the payment of the unpaid purchase price is guaranteed. If the Buyer cannot offer such a guarantee within a reasonable time, the Seller may withdraw from the purchase, and Seller may at its sole discretion charge a fee.

### **Consumers**

6.2. If the Buyer is a consumer in the meaning of the Estonian Law of Obligations Act (natural person who purchases goods from the Seller outside his or her economic or professional activities (the “**Consumer**”)), the Consumer has the right to withdraw from the Purchase Contract without giving a reason within 14 days and return the Goods.

6.3. The withdrawal period expires 14 days after the day on which the Consumer or a third party designated by him, who is not the carrier of the Goods, has physically taken possession of the goods.

6.4. In order to exercise the right of withdrawal, the Consumer must notify the Seller of his decision to withdraw from the Purchase Contract with an unambiguous written application, which must be sent to the Seller by e-mail digitally signed.

6.5. In order to comply with the term for exercising the right of withdrawal, it is sufficient if the Consumer sends a notice of the exercise of the right of withdrawal to the Seller before the expiry of the withdrawal period.

6.6. The Consumer is liable for the deterioration or diminished value of the Goods if the Consumer has used the Goods in a manner other than what is necessary to establish the nature, characteristics and functioning of the Goods.

6.7. The direct costs of returning the Goods must be borne by the Consumer.

6.8. Upon withdrawal from the Purchase Contract, the Seller shall return to the Consumer all received payments under the Purchase Contract, including delivery costs paid, no later than 14 days after the day on which the Seller becomes aware of the Consumer's decision to withdraw from the Purchase Contract.

6.9. The Seller makes these repayments using the same payment method that the Consumer used to make the payment, unless the Consumer has given consent to use a different payment method. There shall be no service charge or other cost to the Consumer for such a refund.

6.10. The Consumer must return the Goods to the Seller no later than 14 days after the day on which he announced the withdrawal from the Purchase Contract.

6.11. Seller has the right to refuse to make refunds until the Consumer has returned the Goods or until the Consumer has supplied evidence of having sent back the Goods.

### **Non-consumers**

6.12. Seller offers Buyers that are not Consumers a complementary 14-day right of return on non-used standard items. Made to measure and customized products are here from excluded.

6.13. The return of the Goods takes place on the basis of a correctly completed application for withdrawal from the contract. The application must state the reason for the return of the Goods. The application must be sent by email to [info.baltics@zehndergroup.com](mailto:info.baltics@zehndergroup.com) no later than 14 days after receipt of the Goods.

6.14. When returning the Goods, 25% of the purchase price will be charged and Seller is entitled to withhold this amount.

6.15. The packaging of the returned Goods must be intact and clean. The tape must not be written or taped directly to the package. The commercial appearance of the product must be completely preserved.

6.16. Goods already installed are not eligible for this return policy.

## **7. Warranty**

7.1. The warranty period for all Goods is twenty-four (24) months. For non-electric radiators the warranty period is sixty (60) months.

7.2 The Buyer must inspect the Goods immediately upon receipt. All defects must be reported in writing within eight (8) days of receipt. Otherwise, the purchased Goods are considered accepted and any warranty claims against the Seller are excluded.

7.3. Defects which show during normal use of the Goods must be reported in writing as soon as they are detected no later than eight (8) days after their discovery. Otherwise, the purchased Goods are considered accepted and any warranty claims against the Seller are excluded. If the Goods are found to be defective and the Buyer has reported the defects as described above, the Seller may at its own discretion repair or replace the Goods. All shipping costs incurred are born equally by Seller and Buyer. Any other warranty claims for defects in the Goods are expressly excluded.

7.4 The remaining duration of the warranty period applicable to the original product also applies to the replacement products.

7.5 Excluded from the warranty are damages caused by force majeure, system concepts and designs that do not correspond to the relevant state of the art (e.g. use of inappropriate heat transfer media), as well as non-compliance with our guidelines on project planning, installation, operation and maintenance as well as improper work of others. Also excluded from the warranty are parts and operating materials, which are subject to natural wear and tear (seals, electrical parts, refrigerants, chemicals, etc.). Furthermore, excluded are: Corrosion damage as well as damage caused by aggressive water, excessive water pressure, improper decalcification, chemical or electrolytic influences, etc. The warranty does not apply in the event of periodic or prolonged draining of the system, in the event of operation with steam, addition of substances to the heating water, which can have an aggressive effect on steel or sealing material, excessive sludge deposits in the radiators, or temporary or permanent introduction of oxygen into the system.

## **8. Transfer of ownership**

8.1. Ownership of the delivered Goods remains with the Seller until full payment is received. The Buyer must take all necessary measures to protect the Seller's property rights.

## **9. Intellectual Property**

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

## **10. Limitation of liability**

10.1. All claims of the Buyer for compensation of damages that did not occur to the Goods itself, such as compensation for loss of production, loss of use, loss of orders, loss of profit, claims of third parties or for compensation for indirect and consequential and consequential damages, irrespective of the legal grounds are excluded. The liability of Seller arising out of or in connection with the Purchase Contract or its improper performance is limited in total to the price paid by the Buyer for the Goods ordered in the relevant Purchase Contract.

10.2 The Buyer's claims arising from or in connection with the Purchase Contract its improper performance are conclusively set out in these Conditions. Other and claims going beyond this are excluded.

## **11. Applicable Law and Jurisdiction**

11.1. These Terms are governed by the laws of Estonia.

11.2. The Harju County Court, in Tallinn, Estonia shall have jurisdiction to settle any dispute in connection with these Terms or any Order to which these Terms apply.

11.3. A consumer may bring a claim to enforce its consumer protection rights in connection with these Terms in Tallinn or in the EU country in which he/she lives.

## **12. Seller's contact information**

Zehnder Baltics OÜ: Rannamõisa tee 38d TALLINN 13516

Zehnder Baltics warehouse: Kalda 9a TALLINN 11625

[www.zehnder.ee](http://www.zehnder.ee);

E-mail address for general contacts: [info.baltics@zehndergroup.com](mailto:info.baltics@zehndergroup.com)

E-mail address for all order related topics: [orders.baltics@zehndergroup.com](mailto:orders.baltics@zehndergroup.com)

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