

Zehnder Terms of Sale and Delivery

1. General

1.1. These Terms and Conditions of Sale and Delivery (hereinafter referred to as the "Terms") shall be binding upon the sale of the goods (hereinafter referred to as the "Goods") to the Buyer (hereinafter referred to as the "Buyer") if their validity is recognized in the purchase and sale agreement, offer or acceptance of the order of Zehnder Baltics OÜ or any of its subsidiaries (hereinafter referred to as the "Seller"). If the delivery is made in execution of a distribution agreement between the Buyer and the Seller, the Terms and Conditions shall apply to any order placed under such agreement, unless otherwise specified in the applicable agreement. Any terms and conditions imposed by the Buyer that conflict with the Terms shall apply only if the Seller has expressly agreed to them in writing.

The Seller may amend these Terms and Conditions by notifying the Buyer in writing at least 14 (fourteen) calendar days in advance. Amendments shall not apply to Purchase Agreements already concluded. The latest version can be found at <https://zehnder.lt/salygos/>.

2. Orders

2.1. In order to purchase the Goods, the Buyer submits an order to the Seller by phone, e-mail, in the online store or, if applicable, in person.

2.2. The Contract **for the Sale and Purchase of Goods (hereinafter referred to as the Purchase Agreement) shall enter into force upon the Seller's confirmation of the order in writing (e-mail) (hereinafter referred to as the Order Confirmation)**. The Seller has the right to refuse it within 5 (five) working days from the confirmation of the Order, immediately informing the Buyer thereof, if the ordered Goods are no longer available or the performance of the Purchase Agreement becomes impossible due to other objective reasons. In such a case, the Seller shall immediately refund the amounts paid by the Buyer.

2.3. If the order is not placed according to the requested offer or if the order deviates from the offer, the Buyer shall submit comments to the Seller regarding the correction of the Order confirmation. If the Order confirmation differs from the Buyer's order or the Seller's offer, the Buyer has the right to submit objections within 2 (two) working days from the receipt of the Order confirmation; if objections are not provided, the Buyer shall be deemed to have accepted the terms.

2.4. Changing and cancelling an order is free of charge only if the order has not yet been processed. This clause does not apply to Consumers, who have the right to withdraw from the contract without giving a reason within 14 calendar days in accordance with the Lithuanian Civil Code.

2.5. The Seller shall ensure compliance with the specifications specified in the technical documents, brochures and catalogues, unless the Parties expressly agree on deviations in the relevant Order Confirmation for specific Goods.

2.6. Illustrations, dimensions, standard charts and weights shown in catalogues 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 such changes do not diminish the quality, functional properties or significantly alter the appearance of the Goods. Significant changes require written agreement between the Parties. Precise dimensional drawings shall be provided upon separate request by the Buyer.

2.7. The Seller reserves all rights to the plans, drawings, technical documents and software transferred by the Seller to the Buyer. Buyer acknowledges these rights and will not share or transfer all or part of the documents and software to third parties without the express written approval of the Seller.

2.8. The Buyer shall inform the Seller in writing of the relevant regulations, directives and standards relating to the Purchase Agreement, no later than at the time of placing the order.

3. Shipping conditions

3.1. The goods are delivered under one of the following delivery conditions:

- FCA Kalda 9a, Tallinn Seller's Warehouse (FCA – INCOTERMS 2020);
- DAP Location of the Buyer (indicated in the order) (DAP – INCOTERMS 2020);

3.2. The selected delivery condition is specified by the Customer when placing the order. In the case of a DAP delivery term, the Buyer shall reimburse the delivery costs upon receipt of the relevant invoice from the Seller.

3.3. All duties, duties, taxes and other charges related to the import of the Goods shall be paid by the Buyer.

3.4. The Seller delivers the Goods within the deadline specified in the Order Confirmation. If it is not possible to deliver on time due to force majeure, the Seller has the right to extend the term for 14 (fourteen) calendar days by immediately informing the Buyer about the new term. If the delay exceeds 30 (thirty) calendar days or it is obvious that timely delivery is not possible, the Buyer has the right to withdraw from the Purchase Agreement by notifying about it in writing. Withdrawal shall be effected in accordance with the procedure set out in Section 6 of these Terms and Conditions.

3.5. The Seller shall pack the Goods in accordance with general standards, unless the Seller receives a special notice from the Buyer with other requirements.

4. Receiving, storage and warehousing of goods

4.1. When the FCA delivery deadline is used and the Goods are ready for receipt, the Seller notifies the Buyer of the collection of the Goods by e-mail or telephone (hereinafter referred to as the "**Notice of Collection of Goods**"). The Buyer (or the carrier designated by him who picks up the Goods) provides the Seller with the order details sent by the Seller to the Buyer in the Order Confirmation, as well as the name of the designated carrier. If the Buyer fails to provide the information specified in the Order Confirmation, the Seller shall have the right to refuse to hand over the Goods to the Buyer or its representative until the Buyer has provided the information specified in the Order Confirmation.

4.2. Under the FCA condition and after the Seller notifies the Buyer of the preparation of the Goods for collection, the risk of accidental loss or damage passes to the Buyer when the Seller has prepared the Goods for collection at the specified location and notified thereof. Under the DAP clause, the risk passes upon transfer of the Goods to the Buyer's management.

4.3. Upon receipt of the Goods from the carrier, the Buyer shall immediately inspect the condition of the Goods and/or the shipment packaging and assess whether any apparent external damage that may have occurred during transportation is present. If such damage is identified, the Buyer shall notify the Seller in writing no later than within 24 (twenty-four) hours from the moment of delivery of the shipment and, where possible, record the damage in the delivery documents

provided by the carrier. This Clause applies to apparent external damage identified upon delivery and does not limit the Buyer's obligation to notify the Seller of other non-conformities in accordance with Section 7 of these Terms.

4.4. The Buyer must organize the collection of the ordered Goods no later than within 7 working days from the submission of the Seller's notice of receipt of the Goods.

4.5. In case of delay of the Buyer in picking up the Goods, the Seller has the right to demand reimbursement of reasonable storage costs. If the Buyer fails to collect the Goods within the additional reasonable period provided by the Seller, this shall be considered a material breach of the contract and the Seller shall have the right to withdraw from the Purchase Agreement.

5. Prices/Prepaid Orders

5.1. If the Parties have not agreed on the credit terms, the Goods must be paid for within 30 days from the date of receipt of the Buyer's Order Confirmation or before the deadline specified in the Order Confirmation. In case of late payment, the default interest (late payment interest) established by law is applied), as established in the applicable legal acts of the Republic of Lithuania on the day of delay.

5.2. If the Parties have agreed on prepayment, and the Buyer has not paid for the Goods within 14 (fourteen) calendar days from the payment deadline, this shall be considered a material breach of the Purchase Agreement and the Seller shall have the right to withdraw from the order and demand payment of the Purchase Price as agreed in the order. In addition, the Seller may require the Buyer to provide a guarantee of the full purchase price for all future orders for the delivery of all ordered Goods.

5.3. The Seller shall have the right to adjust the delivery price if, due to reasons not attributable to the Seller, the delivery period significantly exceeds the initial delivery period and this results in additional costs for the Seller.

5.4. The Seller may change the prices of the Goods for the future at any time by publishing them on the Seller's website; the new prices shall apply from the date of publication. Confirmed orders and completed contracts are not subject to price changes.

5.5. If, after the conclusion of the Purchase Agreement, due to objective and reasonably unforeseeable circumstances, the Seller's costs related to the performance of the contract increase significantly, the Seller shall have the right to propose a price change. If the parties do not agree on the new price, the Buyer has the right to withdraw from the Purchase Agreement. Upon withdrawal from the Agreement, the procedure set out in Section 6 of these Terms shall be followed.

6. Right of withdrawal

Seller

6.1. In the event of the Buyer's insolvency or if the Buyer has not paid for the previous purchase, the Seller has the right to withhold delivery until payment of the unpaid purchase price is guaranteed. If the Buyer fails to provide such a guarantee within a reasonable period, the Seller may suspend the performance and set an additional reasonable period for the performance of the obligation; in case of non-execution and within an additional period – the Seller may terminate the Purchase Agreement.

6.2. If the performance of the contract is hindered by force majeure circumstances or the performance becomes impossible, the party shall immediately inform the other party in writing. If the obstacle persists for more than 30 calendar days, each party has the right to withdraw from the contract in writing. Unless otherwise specified, notices under this section shall be made according to Clause 12.1.

Consumers

6.3. Consumer – a natural person who purchases Goods for personal, family or household needs that are not related to business or profession. The Consumer has the right to withdraw from the Purchase Agreement without giving a reason within 14 days and return the Goods.

6.4. The term of withdrawal from the contract expires 14 days after the day when the Consumer or a third party indicated by him, which is not the carrier of the Goods, physically took over the Goods.

6.5. Prior to concluding a distance or off-premises contract, the Seller provides the Consumer with all pre-contract information required by applicable Lithuanian law, and a model withdrawal form is available on the Seller's website.

6.6. The Consumer may provide an explicit statement of withdrawal by e-mail; A qualified electronic signature is not required unless required by law. In order to comply with the term of the right to withdraw from the contract, it is sufficient for the Consumer to send the Seller a notice on the implementation of the right of withdrawal before the expiry of the withdrawal period.

6.7. The Consumer is responsible for the deterioration or decrease in value of the Goods if the Consumer has used the Goods in a manner other than is necessary to determine the nature, characteristics and performance of the Goods.

6.8. The direct costs of returning the Goods shall be borne by the Consumer, unless the Seller has agreed to bear such costs or failed to inform the Consumer in advance that the Consumer must bear them.

6.9. In case of withdrawal from the Purchase Agreement, the Seller shall refund to the Consumer all payments received under the Purchase Agreement, including the delivery costs paid, no later than within 14 days from the day when the Seller became aware of the Consumer's decision to withdraw from the Purchase Agreement.

6.10. The Seller shall refund the funds to the same payment method that the Consumer used to make the payment, unless the Consumer has given consent to use another payment method. No service fee or other costs shall be charged to the Consumer for such returns.

6.11. The Consumer must return the Goods to the Seller no later than within 14 days from the day on which the Consumer notified about the withdrawal from the Purchase Agreement.

6.12. The Seller has the right to refuse a refund until the Consumer returns the Goods or until the Consumer provides proof that he has sent the Goods back.

Non-consumers

6.13. The Seller offers Buyers who are not Consumers an additional 14-day right of return for unused standard goods. Custom-made and customised products are not included here.

6.14. Goods shall be returned on the basis of a correctly completed request for withdrawal from the Agreement. The request must state the reason for the return of the Goods. **The request must be sent by e-mail info.baltics@zehndergroup.com no later than 14 days after receipt of the Goods.**

6.15. When returning the Goods, the Seller may deduct 25% of the purchase price from the amount returned by the Buyer as a reasonable administration deduction.

6.16. The packaging of the returned Goods must be intact and clean. Do not write or stick directly on the tape on the packaging. The marketable appearance of the product must be fully preserved.

6.17. This return policy does not apply to goods that have already been installed.

7. Warranty

7.1. The warranty period for all Goods is twenty-four (24) months. Non-electric radiators are covered by a warranty period of sixty (60) months.

7.2. The Buyer, who is not a Consumer, must immediately inspect the Goods and notify the Seller about any discrepancies in writing within the following deadlines: (a) for obvious discrepancies – within 8 (eight) working days from receipt of the Goods; (b) for defects that become apparent during normal use – within 8 (eight) working days from their discovery. If the Buyer fails to notify within the applicable deadline, the Buyer may not rely on the non-conformity, unless: (i) notification was objectively impossible or excusable; (ii) the defect was caused by the Seller's intent or gross negligence; or (iii) the Seller knew or should have known of the non-conformity and failed to disclose it. If the Goods are found to be defective and the Buyer has reported defects as described above, the Buyer may request repair or replacement of the Goods. If repair or replacement is not possible or cannot be performed within a reasonable time, the Buyer shall be entitled to a price reduction or withdrawal from the contract. Reasonable costs related to warranty repair or replacement shall be borne by the Seller.

7.3. The Consumer must notify the Seller about the non-conformity of the Goods within a reasonable period of time from the determination, but no later than within 2 (two) months from the determination. The Buyer has the right to repair or replace the Goods in the first place; if this is not possible or cannot be done within a reasonable time, the Consumer shall be entitled to a price reduction or termination of the contract. Reasonable costs related to the repair or replacement (including transportation, postage and materials) shall be borne by the Seller. These provisions may not be construed or applied in a restrictive manner to the Consumer's statutory rights.

7.5. The remaining duration of the warranty period applicable to the original product shall also apply to replacement products.

7.6. The warranty does not cover defects caused by: (a) natural wear and tear, taking into account the normal service life and intended use of the Goods; (b) failure by the Buyer to comply with installation, use or maintenance instructions; (c) use of the Goods in conditions not intended for such use (e.g. water pressure exceeding limits specified in the user manual or use of unsuitable heat transfer media); (d) defective installation or repair by third parties for which the Seller is not responsible. The warranty also does not cover consumable parts and materials subject to normal wear (seals, electrical components, refrigerants, chemicals, etc.). The warranty does not apply if the system is emptied periodically or for a long time, if it is operated with steam, if substances are added to the heating water that can aggressively affect steel or sealing materials, if excessive deposits accumulate in the radiators, if oxygen enters the system temporarily or permanently.

7.7. Nothing in this section restricts or distinguishes the mandatory legal rights applicable to the Consumer; in case of conflict between the laws and the provisions of these Terms and Conditions, mandatory legal norms shall apply.

8. Transfer of ownership

8.1. The ownership rights of the delivered Goods shall remain with the Seller until full payment is received. The Buyer must take all necessary measures to protect the property rights of the Seller.

9. Intellectual property

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

10. Limitation of Liability

10.1. The Seller shall be liable for direct property damage caused by breach of obligations. The Seller shall not be liable for indirect damages (including loss of revenue). The Buyer's claims arising from the Purchase Agreement or related to its improper performance are set forth in these Terms and Conditions, which does not exclude other claims that the Buyer may have under applicable law. The limitations in this Section 10 shall not apply: (a) in cases of intent or gross negligence; (b) in matters involving consumer rights; (c) in matters involving product liability or liability for life or health injury; or (d) in other cases where limitation of liability is not permitted by law.

10.3. Without limiting the mandatory legal norms and liability for intentional or gross negligence, the Seller's joint liability under the sale-purchase agreement with the Buyer who is not the Consumer shall not exceed the total price paid by the Buyer for the respective order.

11. Governing Law and Jurisdiction

11.1. These Terms and Conditions and the sales contracts concluded under them shall be governed by the law of the Republic of Lithuania. The consumer is also subject to mandatory consumer protection legislation in his country of residence.

11.2. All disputes arising from these Terms and Conditions or individual orders shall be resolved in the courts of the Republic of Lithuania according to the place of the Seller's registered office. The parties shall endeavour to resolve disputes through negotiation before resorting to litigation. The parties shall carry out the mandatory pre-trial procedure for the settlement of disputes, if such is provided for by law, in accordance with the procedure established by law.

11.3. The Buyer has the right to apply to the court of its place of residence. The Consumer may also submit a complaint to the State Consumer Rights Protection Authority (Valstybinė vartotojų teisių apsaugos tarnyba, VVTAT) or use the European Commission's Online Dispute Resolution (ODR) platform at <https://ec.europa.eu/consumers/odr/>.

12. Notices

12.1. Unless otherwise specified, the notices provided for in these Terms shall be provided in writing (including by e-mail). A qualified electronic signature is only required when it is expressly required by applicable law or by agreement between the parties. Notifications sent by e-mail are considered received on the next business day after they were sent unless an automatic no-delivery notification is received.

13. Seller contact information

Zehnder Baltics OÜ: Rannamõisa tee 38d TALLINN 13516

Zehnder Baltics warehouse: Kalda 9a TALLINN 11625

www.zehnder.lt

E-mail address: info.baltics@zehndergroup.com

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