

Enervent Zehnder Oy terms of sale and delivery

1. General

1.1. These general 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 Confirmation of Enervent Zehnder Oy or any of its subsidiaries (the “**Seller**”). Where delivery is made in performance of a distribution agreement between a buyer and the Seller, these Terms shall apply to any order placed under such agreement, if not directed otherwise in the applicable agreement. Any terms and conditions imposed by the Buyer that are in conflict with these Terms shall apply only if the Seller has expressly agreed to them in writing.

1.2 These Terms may be changed by the Seller from time to time. The newest version is available at <https://www.enervent.fi/>

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 the 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 the 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.

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

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

2.6 Illustrations, dimensions, standard diagrams and weights are non-binding for the Seller. The Seller reserves the right to make design changes. Materials may be replaced by other equivalent ones. If needed, binding dimension sketches must be explicitly requested.

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

2.8 The Buyer shall inform the Seller in writing of applicable 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 Kipniätie 1, Porvoo (FCA - INCOTERMS 2020);
- DAP Buyer's location (as indicated in the order) (DAP – INCOTERMS 2020);

3.2. The choice of the delivery clause is selected 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 applicable duties, levies, taxes and other fees related to the import of the Goods are borne by the Buyer.

3.4. The delivery dates mentioned 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. The Seller shall package the Goods according to common standards, unless the Seller receives specific notice to the contrary from the Buyer.

4. Receipt, storage and warehousing of goods

4.1. When FCA delivery clause is used and the Goods are ready for receipt, the Seller will send the pick-up notice by e-mail or telephone (the "**Pick-up Notice**") to the Buyer, unless the Seller arranges the freight on behalf of the Buyer, in which case the freight cost shall be included in the Order Confirmation. The Buyer (or its assigned carrier that picks up the Goods) shall submit to the Seller the information 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, the Seller has the right to refuse to hand over the Goods to the Buyer or its assigned carrier until the Buyer submits the information in the Order Confirmation.

4.2. If the Buyer picks up the Goods or arranges the freight, the Buyer must organize the pick-up of the Goods within seven (7) working days after the Seller sent the Pick-up Notice.

4.3. For orders that have not been picked up by the Buyer or its assigned carrier within seven (7) working days after the Seller sent the Pick-up Notice, the Seller reserves the right to cancel the order and invoice the respective warehousing costs from the Buyer until the time of the picking-up of the Goods. If the Seller has withdrawn the order as per section 6 of these Terms, the Seller undertakes to return the payment by the Buyer for the Goods within seven (7) working days. The Seller 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, the payment for the Goods must be made by fourteen (14) days after receiving the invoice by the Buyer or by the due date indicated in the Order Confirmation. If the payment is not completed 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 agreed period, the non-payment is considered a material breach of the Purchase Contract, and the Seller has the right to withdraw from the order immediately and charge a proportionate 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. The Seller may adjust the delivery price if the delivery period is extended beyond the original delivery period through no fault of the Seller.

5.4. The Seller may unilaterally amend the prices of the Goods. The new prices become applicable, after the Buyer has been informed of the new prices, to all concluded Purchase Contracts. The Goods already delivered to the Buyer are not affected of such price amendments.

5.5. The Seller may amend the prices of the Goods already ordered (i.e., Purchase Contracts concluded in respect of specific Goods) in the event of a material increase in the Seller's costs of supplying the Goods that could not reasonably have been foreseen at the time of concluding the Purchase Contract. Such amendment shall be proportionate to cost increase incurred by the Seller. If the Buyer does not wish to receive the Goods with amended prices, the Buyer has the right to terminate the Purchase Contract. In order to exercise the right of termination, the Buyer must notify the Seller of its decision to terminate the Purchase Contract with an application, which is sent to and received by the Seller within seven (7) calendar days after receiving the notification about the price adjustment from the Seller. The Purchase Contract will terminate on the date the Seller receives the notice from the Buyer. If Buyer fails to meet the seven (7) days deadline, the Buyer is bound by the terms of the Purchase Contract with the amended prices. However, the Seller may, at its own discretion, accept the Buyer's delayed notice and terminate the Purchase Contract.

6. Right of withdrawal

The Seller

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

6.2. The Seller has the right to withdraw from the Purchase Contract due to circumstances, which are caused by the significant supply difficulties, for example pandemic, military action, supply chain disruption, or other similar event. In order to exercise the right of withdrawal, the Seller must notify the Buyer of its decision with a signed unambiguous written notice together with the ground for termination and send it to the Buyer by e-mail. Upon withdrawal from the Purchase Contract, the Seller shall return to the Buyer all received payments under the Purchase Contract, including paid delivery costs, no later than fourteen (14) days after the day on which the Seller notified the Buyer about its decision to withdraw from the Purchase Contract.

Consumers

6.3. If the Buyer is a consumer in the meaning of the Finnish Consumer Protection Act (38/1978) (the "**Consumer**"), the Consumer has the right to withdraw from the Purchase Contract without giving a reason within fourteen (14) days and return the Goods.

6.4. The withdrawal period expires fourteen (14) days ("**withdrawal period**") from the conclusion of the Purchase Contract or from the receipt of the Goods or the last installment of the Goods, or in the case of regular delivery of the Goods, from the receipt of the first instalment of the Goods.

6.5. In order to exercise the right of withdrawal, the Consumer shall notify the Seller of its decision to withdraw from the Purchase Contract with a written notice.

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

6.7. The Consumer is liable for any reduction in the 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.

6.8. The direct costs of returning the Goods shall be borne by the Consumer.

6.9. 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 fourteen (14) days after the Seller receipt of the withdrawal notice.

6.10. The Seller makes these reimbursements using the same payment method that the Consumer used to make the initial payment, unless the Consumer has expressly consented to another arrangement. There shall be no service charge or other cost to the Consumer for such a reimbursement.

6.11. The Consumer must return the Goods to the Seller no later than fourteen (14) days after having submitted the withdrawal notice.

6.12. The Seller has the right to refuse to make reimbursements until the Consumer has returned the Goods or until the Consumer has supplied evidence of having sent back the Goods.

Non-consumers

6.13. The Seller offers to the Buyer who is not a Consumer a complementary 14-day right of return on non-used Goods. Made to measure and customized Goods are excluded.

6.14. The return of the Goods takes place on the basis of a correctly completed application for withdrawal from the Purchase contract. The application must state the reason for the return of the Goods. The application must be sent by email to enervent@zehndergroup.com no later than fourteen (14) days after receipt of the Goods.

6.15. When returning the Goods, the Seller is entitled to withhold 25% of the purchase price.

6.16. 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 Goods must be completely preserved.

6.17. The Goods already installed are not eligible for this return policy.

7. Warranty

7.1. The warranty period for Enervent units is two (2) years, with an additional three (3) years. The warranty period for spare parts is one (1) year. 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, or in case of consumer, the Buyer shall notify the Seller of the lack of conformity of the Goods within reasonable period of time from the time the Buyer detected or should have detected the lack of conformity, but no later than 2 months after the receipt of the Goods. 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 and no later than eight (8) days after their discovery. Otherwise, the 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 borne equally by Seller and the 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 Goods also applies to the replacement Goods.

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 the Seller's 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.

9. Intellectual Property

9.1. The Seller's Goods are protected by patents, designs and trademarks or other registered or non-registered intellectual property rights. The use of Seller's or third party's intellectual property rights without written consent is prohibited. The Buyer must take all necessary measures to protect the Seller's or third party's intellectual property rights.

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 damages, irrespective of the legal grounds, are excluded. The liability of the Seller arising out of or in connection with the Purchase Contract or its improper performance or its non-execution is limited in total to the price paid by the Buyer for the Goods 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 Terms. Other claims going beyond this are excluded.

11. Applicable Law and Jurisdiction

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

11.2. The District Court of Helsinki 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 Helsinki, Finland or in the EU country in which he/she lives.

12. Seller's contact information

Enervent Zehnder Oy, Kipinätie 1, 06150 PORVOO

www.enervent.com

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