

# Terms and conditions

June 2026

This is a translation of the Danish version of the Terms and Conditions ("Salgs- og Leveringsbetingelser"). In case of disputes, the valid Danish "Salgs- og Leveringsbetingelser" on the time of sales will always apply.

## 1 Basis for agreement

**1.1** These Sales and Delivery Terms and Conditions apply to all sales and deliveries from Systemair A/S, CVR no. 82378014, ("Systemair") of products and services ("Products") to Systemair's customers ("Buyer") to the extent that they are not expressly waived by other written agreement. Systemair A/S includes the brand name Menerga.

**1.2** Systemair and the Buyer have expressly agreed that the Buyer's general terms and conditions of purchase or other standard terms shall not apply in relation to Systemair's sale and delivery of Products to the Buyer, regardless of whether the Buyer may have referred to such terms or standard terms in the Buyer's order or elsewhere.

**1.3** The fire and smoke-related system solutions offered and delivered by Systemair are expressly reserved, cf. Danish Building Regulations, as these require the Buyer's involvement and approval of a certified fire consultant.

## 2 PRODUCT INFORMATION

**2.1** Any product information, e.g. regarding weight, dimensions, quality, technical and other data that appear from catalogues, descriptions, preospects etc., and regardless of whether the information is given in writing, orally, electronically, online or via download, must be regarded as purely informative and is only binding to the extent that Systemair expressly refers to this in its order confirmation.

**2.2** Systemair is not bound by specific requirements from the Buyer, just as Systemair is not bound by the Products being suitable for the Buyer's needs, unless Systemair expressly and in writing confirms such requirements and/or needs.

**2.3** Systemair defines the Products in 2 main categories; 1. Air Handling Units also called modular ventilation units such as Geniox, Geniox Core and Menerga and 2. Basic Product Range (BPR) which consists of standard components such as dampers and decentralised air handling units, e.g. such as the product series SAVE or Topvex.

**2.4** Systemair refers to the "Statement on Geniox Zinc-Magnesium Coating" regarding steel quality.

## 3 QUOTES AND ORDERS

**3.1** All quotes from Systemair, including quotes on Systemair's website ([www.systemair.dk](http://www.systemair.dk)), Systemair's webshop and quotes for an individually customised Product, are not binding on Systemair and only constitute an invitation to the Buyer to make an offer to purchase when placing an order with Systemair.

**3.2** The Buyer's order is not binding for Systemair until Systemair has accepted the order by sending an order confirmation.

**3.3** When the Buyer has placed an order and Systemair has accepted the order by sending an order confirmation, the Buyer cannot make changes to the order, including e.g. changes in specifications unless such changes are expressly and in writing accepted by Systemair.

**3.4** Systemair charges a cancellation or change fee per AHU (Air Handling Unit), which the Buyer cancels or changes after Systemair sends an order confirmation. In addition to this, Systemair has the right to collect additional compensation for losses or additional costs incurred on Systemair as a result of the Buyer's cancellation or change.

## 4 DELIVERY AND PASSING OF RISK

**4.1** Products in the form of AHU (Air Handling Units), i.e. ventilation units, will be delivered DAP Incoterms 2020 to the delivery address specified in the order confirmation, unless otherwise agreed in writing between Systemair and the Buyer.

**4.2** Products in Systemair's BPR (Basic Product Range), i.e. ventilation components, will be delivered EXW Incoterms 2020 to Systemair's address as stated in the order confirmation.

**4.3** A delivery that does not deviate by more than 10% in relation to the agreed quantity is considered to be a fulfillment of the agreed quantity.

**4.4** All delivery times are approximate, and Systemair cannot be held responsible for any delay in relation to the delivery time specified in the order or order confirmation, unless otherwise confirmed in writing by Systemair.

**4.5** To cover Systemair's delivery costs in accordance with section 4.2, the Buyer pays a shipping fee for delivery in Denmark of 4% calculated from the gross amount according to the invoice, excluding VAT, but minimum DKK 150. For deliveries outside Denmark or to offshore islands in Denmark, the shipping fee is agreed separately.

**4.6** Systemair's delivery is conditional on the unloading location being accessible by a passable road. The Buyer is responsible for immediate unloading at the agreed delivery address being possible. The Buyer bears any additional costs if unloading cannot take place as expected. The Buyer is obliged to receive the goods from the carrier at the agreed place of delivery. If delivery/unloading cannot take place due to the Buyer's inability to unload/receive the Products, a redelivery cost corresponding to the actual costs for Systemair will be charged. If the Buyer does not purchase/receive the goods sold when the Buyer is obliged to do so, Systemair has the right to cancel the purchase immediately and without further notice.

**4.7** In connection with the delivery, the Buyer must immediately upon receipt carry out a thorough and appropriate examination of the delivered Product to ensure that the Products are defect-free and delivered in accordance with the contract. If the Buyer believes that the delivered Product suffers from a defect, the Buyer must notify Systemair in writing immediately and at the latest on the day of delivery. The Buyer cannot subsequently complain about defects which should have been ascertained by the Buyer's examination at the time of delivery. Reference is also made to point 12 of these Terms and Conditions regarding Systemair's limitation of liability.

## 5 DELAY

**5.1** General shortage of goods and massive disruptions in the global supply chain will be applicable as force majeure, and therefore delays as a result of these will be considered as 'general shortage of goods'. Reference is also made to point 14 of these Terms and Conditions regarding force majeure.

**5.2** If a specific delivery time appears from Systemair's order confirmation, and it appears from the order confirmation that this delivery time is binding, and Systemair does not deliver at the agreed time, the Buyer will be informed of a new reasonable delivery time. If delivery does not take place within this reasonable period, the Buyer can cancel the purchase. When cancelling the purchase, the Buyer must send a cancellation of the purchase in writing within a period of 2 working days, and if this cancellation is not sent, this is tantamount to the Buyer's acceptance of the new delivery time. The Buyer's right of rescission as specified in this clause is the only right the Buyer has in the event of any delay by Systemair.

## 6 PRICES

**6.1** Prices for Products are exclusive of VAT and other taxes or charges.

**6.2** Systemair reserves the right to regulate the agreed prices for undelivered Products in the event of exchange rate changes, material price increases, price increases from sub-suppliers, changes in customs duties, changes in labor wages, government intervention or similar conditions over which Systemair has only limited or no control.

**6.3** Systemair is also entitled to payment for additional fees and expenses, such as, but not limited to, small orders, shipping and handling, express shipping, returns and cancellation, provided that Systemair has informed the Buyer of such additional fees and expenses, e.g. in Systemair's order confirmation, in price lists, or in some other way.

## 7 PAYMENT

**7.1** Payment must be made no later than the date indicated on the invoice as the last timely payment day. If such is not specified, payment must be made in cash upon delivery.

**7.2** In case of late payment, interest is charged on overdue amounts at 1% per started month.

**7.3** If payment is not made by the due date, Systemair has the right to cancel the purchase immediately and without notice.

**7.4** If payment is not made by the due date, Systemair has the right to immediately and without further notice cancel the purchase of all accepted but not delivered orders, alternatively suspend delivery of all accepted but not delivered orders until payment has been made. Systemair has the right to change a suspension of orders to a cancellation without notice. Systemair also has the right to refuse to accept further orders.

**7.5** The agreed purchase price with the addition of any VAT etc. is invoiced by one-third upon conclusion of the agreement and the remaining amount is invoiced upon delivery of all Products included in the order, unless otherwise agreed.

**7.6** If the Buyer fails to receive the Product at the delivery time, the Buyer is nonetheless obliged to make any payment conditional on delivery, as if receipt of the Product in question had taken place. Systemair's potential storage of the Product after the time of delivery must be agreed expressly and in writing between the parties and will, if necessary, be at the Buyer's expense and risk.

**7.7** Systemair charges an invoicing fee of DKK 50 per invoice sent to the Buyer by post.

**7.8** Systemair charges an environmental and handling surcharge of DKK 125 per invoice.

## 8 RETENTION OF TITLE

**8.1** With the restrictions that may result from mandatory legal provisions, Systemair reserves the right of ownership to the sold Product until the full purchase price including any accrued costs, interest, etc. is paid to Systemair.

**8.2** If the Products are converted or processed, Systemair retains its retention of title so that it includes converted or processed Products to an extent corresponding to the value of the Product sold.

## 9 DEFICIENCIES AND COMPLAINTS

**9.1** If the Buyer receives complaints from the Buyer's customers or other users of Systemair's deliveries with regard to Systemair's deliveries or parts thereof, the Buyer must immediately pass on the complaint in writing/make a complaint to Systemair. If the Buyer does not comply with this duty, the Buyer cannot later make a deficiency or compensation claim against Systemair, just as the Buyer in mutual relationship between Systemair and the Buyer must indemnify Systemair from any claim that the Buyer's customers have claimed directly from Systemair.

**9.2** If the Buyer has not within 12 months for AHU (Air Handling Units) and for Products from Systemair's BPR (Basic Product Range) complained in writing about any defects in the delivered Product, the Buyer is in every respect precluded from making any defect and compensation claims or other powers applicable to Systemair. Clause 4.7 of these Terms and Conditions of Sales and Delivery applies to defects which the Buyer should have discovered during his/her examination of the Products at the time of delivery.

**9.3** If there is a justified and timely complaint from the Buyer, Systemair has the right to remedy or redeliver at its own discretion. Only if Systemair is not able to remedy or redeliver within a reasonable time, the Buyer can cancel the purchase of the part of the order that is defective. The Buyer can claim compensation if the general conditions for compensation according to applicable law are met, cf. however, point 12 of these Terms and Conditions regarding Systemair's limitation of liability.

**9.4** In the event of quantitative deficiencies, Systemair can make subsequent deliveries within a reasonable time, and in such cases the Buyer cannot plead Systemair's default.

**9.5** If the Buyer's complaint proves to be unjustified, the Buyer must compensate Systemair for any work and/or delivery carried out by Systemair and other costs incurred by Systemair in connection with the unjustified complaint.

**9.6** The Buyer does not have the right to withhold or offset against the purchase price any claims the Buyer may have against Systemair.

**9.7** Reference is also made to point 12 of these Terms and Conditions regarding Systemair's limitation of liability.

## 10 RETURN

**10.1** Products from Systemair's BPR (Basic Product Range), which have been delivered to the Buyer within the last 30 days, can be returned after prior written agreement with Systemair and will be credited with the invoice amount with a deduction of 25%, however the deduction will be a minimum of DKK 500,

but provided that the Product is returned free of charge to Systemair in unbroken and original packaging and provided that the Product is undamaged, current, complete and saleable. Only stocked products can be returned.

## 11 BUILDING SUPPLIES - EXTENDED COMPLAINT PERIOD

**11.1** Applicable to products used for construction in Denmark, where AB18 or ABT18 applies, Systemair's liability for defects can be extended as specified in this point 11.

**11.2** In the event of manufacturing defects that despite the Buyer's case investigations could not be ascertained at the time of delivery, Systemair's responsibility ceases 5 years after the delivery of the construction in which the delivered Products are included, however no more than 6 years from the handing over of the Products to the Buyer. The delivery is also subject to these Terms and Conditions.

**11.3.** Regardless of the above and regardless of whether a dispute resolution procedure may have been initiated pursuant to other provisions in AB18 chapter J and ABT18 chapter J, Systemair, for deliveries to buildings covered by AB18 og ABT18, has the right to initiate arbitration proceedings pursuant to AB18 § 69 and ABT18 § 67, if this is done to interrupt a limitation period. For the same reason, Systemair has the right to finally and bindingly for both parties decide that the rules on resolution steps (AB18 § 64 and ABT18 § 62), mediation (AB18 § 65 and ABT18 § 63), decision on security provided (AB18 § 67 and ABT18 § 65), and/or quick decision (AB18 § 68 and ABT18 § 66), does not apply. This also applies even if dispute resolution has been initiated according to the provision in question. If applicable, the dispute must be settled according to AB18 § 69 and/or ABT18 § 67.

## 12 LIMITATION OF LIABILITY

**12.1** Systemair is only responsible for defects that are due to defects in materials or workmanship, and not for defects that can be attributed to incorrect handling, installation and storage by the Buyer, the Buyer's customers or other users. It is thus a condition of Systemair's responsibility that the Buyer has used the delivered Product in a prescribed and responsible manner in accordance with any instructions from Systemair.

**12.2** The Buyer bears the risk that Systemair's delivery is suitable for the Buyer's purposes.

**12.3** Systemair is under no circumstances responsible for operating, time, profit or other indirect losses and consequential damages of the Buyer or the Buyer's customers or other users of Systemair's deliveries. The Buyer cannot demand compensation to cover the costs that may be incurred when removing and reassembling the Product or of the items or installations in which the Product may have been incorporated.

**12.4** Systemair's liability for the Products is limited to a maximum of 15% of the invoiced purchase price for the defective or missing part of the order.

**12.5** To the extent that Systemair may be held liable towards third parties, the Buyer is obliged to indemnify Systemair to the extent that such liability extends beyond the limitations set out in these Terms and Conditions.

## 13 PRODUCT LIABILITY

**13.1** In the mutual relationship between Systemair and the Buyer, Systemair disclaims any responsibility for damage to commercial property that may be linked to Systemair's deliveries.

**13.2** Systemair is not responsible for damage to real estate or movable property caused by a Product after delivery has taken

place. Systemair is also not responsible for any damage to products that are manufactured by or stored with the Buyer, or to the Buyer's products in which the Product is included.

**13.3** Systemair can only be held liable for personal injury caused by a Product if it can be proven that the damage is a result of omission or gross negligence on the part of Systemair or others for whom Systemair is responsible.

**13.4** The Buyer shall indemnify Systemair from any compensation claim regarding product liability made by a third party against Systemair, to the extent that Systemair is not liable to the Buyer in accordance with these Terms and Conditions, and cover Systemair's reasonable costs for Systemair's defense against such claim.

**13.5** The Buyer is obliged to be sued at the same court that handles the product liability case against Systemair.

## 14 FORCE MAJEURE

**14.1** If Systemair or Systemair's sub-suppliers are either prevented from fulfilling agreements governed by these Terms and Conditions, or fulfillment of such agreements becomes more difficult or more than 20% more expensive than at the time of order confirmation, Systemair is released from its obligations under the agreements, if the impossibility, difficulty or increase in cost is due to events such as: war, hostilities, civil war, rebellion, acts of terrorism, epidemics, pandemics, local or regional outbreaks of infection, public restrictions, import or export bans, general scarcity of goods, natural disasters of any kind as well as widespread or local labor disputes, fire, power failure, computer virus or similar events beyond Systemair's control.

## 15 RESPONSIBLE ENTERPRISE

### The Purchaser warrants that:

**15.1** It shall not offer, promise, give, authorise, solicit, or accept any undue financial or advantage of any kind in any way connected with the performance of the Contract.

**15.2** It shall, at all times during the term of this Contract, comply with the Systemair Anticorruption Policy ([systemair group-anti-corruption-policy\\_1-3.pdf](#)) as amended from time to time. The Purchaser agrees to implement and maintain appropriate procedures to ensure such compliance by its employees, agents, subcontractors, and any other parties engaged in connection with this Contract. Upon Systemair's reasonable request, the Purchaser shall provide written confirmation of its compliance and shall promptly cooperate with any inquiries or audits conducted by Systemair relating to anticorruption matters.

**15.3** It shall comply fully with all applicable laws, regulations, rules, and statutory requirements relating to its receipt, use, handling, and maintenance (as appropriate) of the Products.

**15.4** It shall comply fully with applicable national and international economic or financial sanction laws, trade embargoes and similar restrictions by the United Nations, European Union, United Kingdom, and the United States of America, or by any other competent authority.

**15.5** It commits not to sell any Products to third parties whom the Purchaser have reason to assume will disregard or breach any sanction laws. The Purchaser shall provide, upon request, all required information relating to the final financial recipient, final destination and end-use of any Products subject to the Contract. To the extent applicable, and without prejudice to any obligations imposed on the Purchaser under this Clause 10, the Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products under or in connection with any contract or agreement subject to the Systemair Terms and Conditions for Sales.

**15.6** It shall comply fully with all applicable national and international laws on anti-money laundering and counter terrorist financing.

**15.7** It has, and complies with all necessary permits, licenses, authorisations, policies, and procedures in place for the purposes of any applicable health and safety legislation by all its employees and other staff.

**15.8** It shall immediately report to Systemair of any suspicious activity of which it becomes aware in relation to transactions directly or indirectly connected to the performance of the Contract.

**15.9** Any violation of this Clause 10 shall constitute a material breach of the Contract between Systemair and the Purchaser, whereby Systemair shall be entitled to seek appropriate remedies, including but not limited to immediate termination of any contract or agreement between Systemair.

**15.10** The Purchaser agrees to hold Systemair harmless in full against any and all losses, liabilities, claims, damages, charges, penalties, costs or any expenses awarded against or incurred by Systemair in respect of any loss or damage or personal injury (including death) which arises out or in connection with the Purchaser's breach of this Clause 10.

**15.11** The Purchaser shall indemnify Systemair for any and all damages or losses incurred as a result of any breach of this Clause 10.

## **16 DATA PROTECTION**

**16.1** Systemair and Systemair's sub-suppliers are entitled to process and thus store personal data regarding the Buyer's contact persons, including name and contact information. Systemair's purpose of processing this information is to be able to fulfill Systemair's obligations towards the Buyer, e.g. in relation to the administration of customer relations and payment transactions.

**16.2** Systemair will make use of sufficient contractual and technical measures to ensure the protection of personal data. Systemair will store personal data as long as the business relationship with the Buyer remains.

**16.3** The Data Protection Regulation entails a number of rights in relation to Systemair's processing of personal data. Further information can be sought on Systemair's website [www.systemair.dk](http://www.systemair.dk) or by contacting Systemair at [mail@systemair.dk](mailto:mail@systemair.dk).

## **17 CHANGES**

**17.1** Systemair reserves the right to change these Terms and Conditions.

## **18 CHOICE OF LAW AND JURISDICTION**

**18.1** These Terms and Conditions are subject to Danish law, although the Danish international private law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) must be disregarded.

**18.2** Any dispute that may arise in the parties' trading relationship, which is covered by these Terms and Conditions and unless otherwise expressly stated in the Terms and Conditions, and which cannot be resolved amicably, must be brought before the Court in Aarhus.