

INTRODUCTION

These terms and conditions apply to all purchases of products via our online portal accessible here: <https://filtershop.zehnder-indoorclimate.solutions> and set out the terms and conditions on which we supply the products to you.

Please read the terms and conditions carefully before submitting an order. Once we accept an order from you, a binding contract will exist between us on these terms and conditions.

The products available for purchase will be certain filtration systems for ventilators but we may update the products available to purchase from time to time.

IMPORTANT: our filters are only designed to last a finite period of time and will require replacement at regular intervals.

Each of our products can only be installed on certain systems. Please ensure that you carefully check the compatibility of the product you are intending to purchase before you place an order. Please see clause 3.4 below for further information.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

As your products are goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product (see above) your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced (and where they can be repaired or replaced you have the right to choose between repair or replacement unless in the circumstances one of those options is disproportionate), then you're entitled to a full refund, in most cases. You may also be entitled to a price reduction or to reject the goods if they are faulty or not as described and we fail to repair or replace them following a request by you to do so.
- c) Up to six years: if your goods do not last a reasonable length of time (as described above) you may be entitled to some money back.

See also clause 6.3.

Our terms

1 Information about us and how to contact us

- 1.1 **Who we are.** We are Zehnder Group UK Limited a company registered in England and Wales. Our company registration number is 02296696 and our registered office is at Concept House, Watchmoor Point, Camberley, Surrey, England, GU15 3AD. Our registered VAT number is GB 918397190.
- 1.2 **How to contact us.** You can contact us by telephoning our customer service team at 01276 408404 or by writing to us at customerservice@zehnder.co.uk.
- 1.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 1.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2 Our contract with you

- 2.1 **How we will accept your order.** If you wish to purchase the products detailed on our website you may place your order via our portal as described above. Your order shall constitute an offer by you to purchase the products and your order will be accepted by us confirming in writing to you that your order has been accepted which we will only do once payment has been made by you to us for the relevant product. Once we confirm the order has been accepted, a contract will come into existence between you and us upon these terms and conditions. We will not be bound to supply any products to you until payment has been received by us for such products and we have confirmed to you in writing that your order has been accepted.
- 2.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this by email and will not charge you for the product or we will return to you any payments made for the relevant product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, because we are unable to meet a delivery deadline you have specified, because your payment has failed or because you have not provided us with the required information to process the order.
- 2.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 2.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK nor do we deliver the relevant products to any location outside of the UK.

3 Our products

- 3.1 **Products may vary slightly from their pictures which are displayed on our website.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours

accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

3.2 **Product packaging may vary.** The packaging of the product may vary from that shown in the images on our website.

3.3 **No bespoke products.** None of our products are bespoke or made-to-order. As such we are unable to accept any requests to vary or amend any of the products advertised on our website.

3.4 **Ensuring you purchase the correct product.** Each of our products is capable of being installed on certain systems. Our website describes the systems on which each product can be installed. It is your responsibility to ensure that you purchase the correct product which is compatible with the system in which you intend to install it. We cannot accept any requests for returns and refunds where you purchase the incorrect system unless you have a legal right to cancel the order (for example if the product is faulty or you change your mind within the cooling off period described below).

4 Our rights to make changes

4.1 **Minor changes to the products.** We may change the product:

4.1.1 to reflect changes in relevant laws and regulatory requirements; and

4.1.2 to implement minor technical adjustments and improvements, for example to address a security or safety threat. These changes will not affect your use of the product.

5 Providing the products

5.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website and will depend on where within the UK the products are to be delivered and the type of delivery option you suggest (where applicable).

5.2 **When we will provide the products.** We will deliver the products to you as soon as reasonably possible which is usually within 7-10 working days of us accepting your order. Where it is not possible to deliver the products to you within 7-10 working days (where a working day is a day which is not a Saturday, Sunday or bank or public holiday), we will notify you of this by email at the point of order or shortly thereafter but in any event the products will be delivered to you within 30 days after the day on which we accept your order.

5.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

5.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, our appointed delivery partner will either call you or send you an SMS message to try to re-arrange delivery.

- 5.5 **If you do not re-arrange delivery.** If after a failed delivery to you, you do not re-arrange delivery with our delivery partner, the product will be returned to us by our delivery partner. We will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and clause 8.4 will apply.
- 5.6 **Your legal rights if we deliver products late.** You have legal rights if we deliver any products late. If we miss the delivery deadline (being the date we notify you the products will be delivered as described in clause 5.2) for any products then you may treat the contract as at an end straight away if any of the following apply:
- 5.6.1 we have refused to deliver the products;
 - 5.6.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 5.6.3 you told us before we accepted your order that delivery within the delivery deadline was essential.
- 5.7 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 5.6, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 5.8 **Ending the contract for late delivery.** If you choose to treat the contract as at an end for late delivery under clause 5.6 or clause 5.7, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01276 408404 or email us at aftersales@zehnder.co.uk for a return label or to arrange collection.
- 5.9 **When you become responsible for the products and installation.**
- 5.9.1 A product will be your responsibility from the time we deliver the products to the address you gave us.
 - 5.9.2 You are also responsible for installing the product into the relevant system or equipment in accordance with the instructions provided to you with or on the relevant system or equipment on which the product is to be installed (a copy of which can be found here: <https://www.zehnder.co.uk/products-and-systems/comfortable-indoor-ventilation/products#collapse307>) and we do not offer any services for installing the products. You are responsible for any damage caused to the products whilst undertaking the installation.
 - 5.9.3 We may be able to recommend a third party to install the products for you but any such installation by them will be subject to the terms and conditions agreed by you and such third party installer. We

have no responsibility whatsoever for any installation undertaken by such third party unless we are negligent.

- 5.10 **When you own the products.** You own the products once we have completed delivery of the product.
- 5.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your telephone number, your email address and the address to which the products will be delivered as provided. If so, this will have been stated in the description of the products on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 8.4 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6 Your rights to end the contract

- 6.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- 6.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), see clause 9;
 - 6.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 6.2;
 - 6.1.3 **If you have just changed your mind about the product, see** clause 6.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;
 - 6.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 6.5.
- 6.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out in subclauses 6.2.1 to 6.2.3 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
- 6.2.1 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - 6.2.2 there is a risk that supply of the products may be significantly delayed because of events outside our control; or
 - 6.2.3 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 5.6).

6.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.4 **How long do I have to change my mind?**

You have 14 days after the day you (or someone you nominate) receives the products, **unless**:

6.4.1.1 **Your products are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the products.

6.4.1.2 **Your products are for regular delivery over a set period.** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the products.

6.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 6.1), you can still end the contract before it is completed, but you may have to pay us compensation. This contract for supply of products is completed when the product is delivered (being the point where it is either left with you or left at your designated location for delivery). If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

7 How to end the contract with us (including if you have changed your mind)

7.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

7.1.1 **Phone or Email.** Call us on 01276 408 404 or email us at Aftersales@zehnder.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

7.1.2 **Online.** Complete the form at: <https://filtershop.zehnder-indoorclimate.solutions>] on our website or the portal.

7.1.3 **By post.** Print off the model cancellation form attached to these terms and conditions and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

7.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the products in person to the address notified by us to you, post them back to us at Zehnder Group UK Limited, Building 31, Dickley Lane, Lenham, Maidstone, Kent,

ME17 2DE or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01276 408404 or email us at Aftersales@zehnder.co.uk for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract. When returning products to us you must take reasonable care of them which includes ensuring they are properly packaged and sent via the postal service or a reputable courier.

7.3 When we will pay the costs of return. We will pay the costs of return:

7.3.1 if the products are faulty or misdescribed; or

7.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

7.4 What we charge for collection. If you are responsible for the costs of return and we have agreed to collect the products from you (which we are not obliged to do unless they are not suitable for posting) we will not charge you for our first attempt at collecting the product from you. If our first attempt of collecting the product is unsuccessful (such as if you are not at home), we reserve the right to charge you the direct cost of collection for any further attempts we make to collect the product.

7.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

7.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

7.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop including (but not limited to) for any damage caused to the products whilst the products are in your possession or for any damage caused whilst the products are returned to us but only if this results directly from your failure to take reasonable care of the products as further described in clause 7.2 above. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

7.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 7-10 working days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

7.6.3 We may also deduct from any refund (or charge an amount equal to) our reasonable costs of collecting and uninstalling the products as described in clause 7.4 above.

7.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

7.7.1 If we have not offered to collect the products your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 7.2.

7.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

8 Our rights to end the contract

8.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

8.1.1 your payment for the products subsequently fails or you arrange for it to be returned to you via your bank or credit card provider and you do not make any payment to us within 14 days of us notifying you that the payment is due; or

8.1.2 you do not, within a reasonable time, allow us to deliver the products to you.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9 If there is a problem with the product

9.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01276 408404 or write to us at Aftersales@zehndergroup.co.uk, Zehnder Group UK limited, Concept House, Watchmoor Point, Camberley, Surrey , GU15 3AD

9.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will impact your legal rights. If you have any questions about your legal rights, we recommend that you discuss them with the citizens advice bureau.

9.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to such address as we notify you or, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection but if you chose to return the products to us in person you are responsible for such costs. Please call customer services on 01276 408404 or email us at aftersales@zehnder.co.uk for a return label or to arrange collection.

10 Price and payment

10.1 We reserve the right to amend all pricing detailed on this website without any written warning or notice. The prices on our website are provided for

guidance only, and we therefore reserve the right to amend these prices. We will not amend the price once an order has been accepted unless we made an error in the pricing of the product- see clauses 6.2.2 and 10.4 for further information.

- 10.2 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 10.4 for what happens if we discover an error in the price of the product you order.
- 10.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 10.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 10.5 **When you must pay and how you must pay.** We accept payment with credit or debit card and you must pay for the products at the time you place an order.
- 10.6 **What happens when payment fails.** If, any payment you make at the point you place your order subsequently fails or you arrange with your bank or credit card provider for such payment to be returned to you, we reserve the right to (i) immediately cancel the order or (ii) if the product has already been delivered, we may notify you of such failed or returned payment and you must make the payment within 7 days of such notification.
- 10.7 **We can charge interest if you pay late.** If you do not make any payment to us by the date described in clause 10.6 above we may charge interest to you on the overdue amount at the rate of 4 % a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.8 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11 Our responsibility for loss or damage suffered by you

- 11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for

any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

11.3 **We are not liable for business losses.** We only supply the products under this contract for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12 How we may use your personal information

12.1 **How we may use your personal information.** We will only use your personal information as set out in our <https://www.zehnder.co.uk/zehnder-group-uk-data-privacy-policy>.

13 Other important terms

13.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

13.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if a payment you made when placing the order subsequently fails or you arrange with your bank or credit card provider for such payment to be returned to you and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

- 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: Zehnder Group UK Limited with address at Concept House, Watchmoor Point, Camberley, Surrey, England, GU15 3AD. Telephone number: 01276 605 800. Email address: aftersales@zehnder.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

© Crown copyright 2013.