

## INTRODUCTION

These terms and conditions apply to all product subscriptions purchased 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 in accordance with the relevant subscription.

Please read the terms and conditions carefully before purchasing a subscription. Once you are subscribed, a binding contract will exist between us on these terms and conditions.

The products available under your subscription will be certain replacement filters for use within Zehnder's filtration systems for ventilators. The subscriptions available will be shown on our online portal and details of the subscription will be as set out in the order confirmation you receive.

**IMPORTANT:** our filters are only designed to last a finite period of time and will require replacement at regular intervals. Certain consumer protection laws work slightly differently in respect of goods which are only intended to last for a finite period. The subscription will provide you with replacement filters at set intervals as requested by you but we cannot guarantee that you will not require further replacements in addition to these depending on usage of the filter and the environment in which it is used.

Each of our filters can only be installed on certain Zehnder systems. Please ensure that you carefully check the compatibility of the filter which will form part of the subscription you are intending to purchase before you place a subscription 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](http://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) If the goods are faulty during their usual lifespan, then 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.

### Key points to note

In these terms, if we use the words including, include, in particular, for example or any similar expression, we are giving examples, and those words shall not limit the sense of the words, description, definition, phrase or term that follows those words.

If you have any questions about these terms and conditions please contact us before you accept these terms.

### Key Clauses under this Agreement

You must review and understand all of the provisions under this agreement, however please pay particular attention to the following clauses:

- a) Clause 6 - Your rights to end the contract
- b) Clause 8 - Our rights to end the contract
- c) Clause 10.1 – Our rights to increase the subscription price.
- d) Clause 11 – Our responsibility for loss or damage suffered by you.

## 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 [enquiries@zehnder.co.uk](mailto:enquiries@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 subscription.** If you wish to purchase a subscription, you may place your order via our portal as described above. Your order shall constitute an offer by you to purchase a subscription to our filters and your order will be accepted by us confirming in writing to you that your purchase has been accepted which we will only do once payment has

been made by you to us for the first filter. Once we provide this confirmation, a contract will come into existence between you and us upon these terms and conditions. We will not be bound to supply any products under a subscription to you until payment has been received by us for the first filter in accordance with the payment terms under clause 10.

- 2.2 **If we cannot accept your order for a subscription.** If we are unable to accept your subscription order, we will inform you of this by email and will not charge you for the relevant subscription period. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price of the subscription or description of the product, or because you have not provided us with the required information to process the subscription.
- 2.3 **Reasons why we may not be able to supply products under the subscription.** If we are unable to supply the products at any point within the relevant subscription period, we will inform you of this by email and will either supply a filter as soon as we can or if we are unable to do so we will not charge you for the relevant filter we can't supply or we will return to you any payments made for such filter. This might be because the relevant product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we are unable to meet a delivery deadline you have specified, or because your payment for the relevant subscription period has failed.
- 2.4 **Your member number.** We will assign a number to your subscription and tell you what it is when we provide confirmation of your subscription. It will help us if you can tell us your member number whenever you contact us about your subscription.
- 2.5 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not offer subscriptions to people residing outside the UK nor do we deliver the relevant products to any location outside of the UK.

### 3 Our products

- 3.1 **Filters may vary slightly from their pictures which are displayed on our website.** The images of the filters 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 filters. Your filters may vary slightly from those images.
- 3.2 **Product packaging may vary.** The packaging of the filters may vary from that shown in the images on our website.
- 3.3 **No bespoke products.** None of our filters are bespoke or made-to-order. As such we are unable to accept any requests to vary or amend any of the filters advertised on our website.
- 3.4 **Ensuring you purchase the subscription for the correct product.** Each of our filters is capable of being installed on certain systems. Our website describes the systems on which each filter can be installed and you will be required to select the filter based on the Zehnder product it is to be installed in. It is your responsibility to ensure that you purchase the correct subscription for the filter 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 subscription unless you have a legal right

to cancel the order (for example if the filter is faulty or you change your mind within the cooling off period described in clause 6.1.3 below).

#### **4 Our rights to make changes to the products and these terms**

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

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 filters.

4.2 We can also make changes to these terms, but if we do so, we will notify you and you can then contact our customer service team at 01276 408404 or by writing to us at [enquiries@zehnder.co.uk](mailto:enquiries@zehnder.co.uk) - to end the contract before the change takes effect and receive a refund for any filters you have paid for in advance, but not received.

#### **5 Providing the products**

5.1 **Delivery costs.** The costs of delivery will be included in the subscription charges unless you choose a more expensive delivery option in which case the charges will be as set out in our online portal.

5.2 **When we will deliver the first filter under your subscription.** We will endeavour to provide the first filter under your subscription within the time period specified in our order confirmation which is usually 3-7 days from the date we accept the order. We only deliver on working days (where a working day is a day which is not a Saturday, Sunday or bank or public holiday). This may vary and should the delivery be delayed, we will use reasonable efforts to notify you of this delay.

5.3 **When we will deliver filters during your subscription.** Replacement filters will be delivered at the intervals applicable to the subscription you have selected however these intervals are estimates only and delivery dates may vary, including by virtue of the fact that we do not deliver on days which are not working days. Delivery will also be delayed if a payment from you is not received for the relevant filter. Where it is not possible to deliver the filters to you within this time period, we will use reasonable efforts to notify you of this by email.

5.4 **We are not responsible for delays outside our control.** If our supply of the filters 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 your subscription and receive a refund for the relevant subscription period for any filters which you have not received.

5.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, then we will leave the filter with a neighbour or in a safe space if you have elected for these options. If not, our appointed delivery partner will either call you or send you an SMS message to try to re-arrange delivery. It is your responsibility to ensure any safe space you elect is suitable for the filters to be delivered to you when you are not home.

- 5.6 **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 filter 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 8.2 will apply.
- 5.7 **When is delivery completed?**
- 5.7.1 **When the product is delivered** (being the point where the filter comes into your physical possession or a person identified by you to accept the filter or where we leave it with a neighbour or in a safe space (if you have elected for these options)).
- 5.8 **When you become responsible for the products and installation.**
- 5.8.1 A filter will be your responsibility from the time when delivery is completed as explained in clause 5.7 above. Once the filters are your responsibility we are no longer liable if they become lost or stolen. We are also not responsible for any damage to the filters other than as a result of a fault in the filters.
- 5.8.2 You are also responsible for installing the filter 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 filter is to be installed (a copy of which can be found here: <https://www.zehnder.co.uk/en/indoor-ventilation/product-showcase#collapse307>) and we do not offer any services for installing the filters. You are responsible for any damage caused to the products whilst undertaking the installation.
- 5.8.3 We may be able to recommend a third party to install the filters 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.
- 5.9 **When you own the products.** You own the filters once we have completed delivery (as per clause 5.7 above) of the filters and you have paid the subscription fee for the period in which the filters were delivered.
- 5.10 **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 filters to you, for example, your payment details, your telephone number, your email address and the address to which the filters will be delivered as provided. If so, this will have been stated in the description of the filters 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 8.2 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 filters 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 received, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- 6.1.1 **If the filters you receive under your subscription are faulty or misdescribed you may have a legal right to end the contract** (or to get the filters 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 subscription, 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 filters;
  - 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 in respect of any advanced or pre payments you have made in respect of which you haven't received a filter 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 subscription you have purchased and you do not wish to proceed;
  - 6.2.2 there is a risk that supply of the filters 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.
- 6.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have a legal right to change your mind within 14 days and receive a refund subject to certain deductions. 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?**
- 6.4.1 **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) receive(s) the first delivery of the filters. This is the cooling-off period.
- 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 an on-going contract. If you want to end the contract where we are not at fault and you have not changed your mind, just contact us to let us know by giving 7 days written notice. You will be required to continue to pay the subscription fees during the notice period and we will continue to supply the filters to you during such period. If at the end of the notice period, you have made any advance or pre-

payments we will refund these sums to you within a reasonable time after the termination.

## **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](mailto:Aftersales@zehnder.co.uk). Please provide your name, home address, membership number 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 your subscription and your name and address.

**7.2 Returning products after ending the contract.** If you end the contract for any reason after filters have been dispatched to you or you have received them, but not paid for them or where we are going to refund the price paid for the relevant filter, you must return them to us. You must either return the filters in person to the address notified by us to you, post them back to us at Zehnder Group UK Limited, Unit B1, Loc8, Ashford Road, Maidstone, ME17 1XG or (if we have agreed to do so) allow us to collect them from you. Please call customer services on 01276 408404 or email us at [Aftersales@zehnder.co.uk](mailto: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 filters within 14 days of telling us you wish to end the contract. When returning filters 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 filters 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 filters 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.

If you are returning them for any other reason, then you are responsible for the cost of returning the filters.

**7.4 What we charge for collection.** If you are responsible for the costs of return and we have agreed to collect the filters from you (which we are not obliged to do) then you will be charged the cost of collection. Our standard charges for collection are set out on the portal and we will update you of any changes from time to time.

**7.5 How we will refund you.** We will refund you the price you paid in respect of the relevant subscription period including delivery costs, by the method you used for payment. However, we may make deductions from this, 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 filters, 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 filters whilst the filters are in your possession or for any damage caused whilst the filters are returned to us but only if this results directly from your failure to take reasonable care of the filters as further described in clause 7.2 above. If we refund you the price paid before we are able to inspect the filters 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 filter within 7-10 working days at one cost but you choose to have the filter 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 filters 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 filter your refund will be made within 14 days from the day on which we receive the filter back from you or, if earlier, the day on which you provide us with evidence that you have sent the filter back to us. For information about how to return a filter 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 the subscription at any time by writing to you if:

- 8.1.1 your subscription payment 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 filters 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 filters 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.



- 8.3 **We can withdraw products.** We can stop providing this ongoing subscription for goods and end this contract at any time and for any reason. We will let you know at least 6 months in advance, and we will refund you within a reasonable time of the contract ending any sums you've paid in advance for filters which won't be provided.

## 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 filters or your subscription, please contact us. You can telephone our customer service team at 01276408404 or write to us at [AfterSales@zehndergroup.co.uk](mailto: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 filters 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 filters you must either return them in person to such address as we notify you or, post them back to us or (if we agree to do so) allow us to collect them from you. We will pay the costs of postage or collection but if you chose to return the filters 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](mailto:AfterSales@zehnder.co.uk) for a return label or to arrange collection.

## 10 Price and payment

- 10.1 In addition to our rights to pass on changes in VAT (see clause 10.4 below), we may increase the cost of the subscription by providing not less than 6 months' notice. You may still terminate the subscription under clause 6.5.
- 10.2 **Where to find the price for the product.** The price for our subscription will be the price indicated on the portal when you select a subscription.
- 10.3 **When you must pay.** You will pay your for each filter to be provided under the subscription in advance in accordance with the details stated in the subscription confirmation. We will attempt to take payment based on the details you provide and we will notify you if the payment fails and you must provide up-to-date payment details. Delivery of the filter may be delayed as a result of any missed payment.
- 10.4 **We will pass on changes in the rate of VAT.** If the rate of VAT changes at any time during the course of your subscription, we will adjust the rate of VAT that you pay and notify you of this by email.
- 10.5 **Methods of payment.** We accept payment by credit or debit card, direct debit or standing order. You are responsible for ensuring that the direct debit details are up to date and for updating them as and when required.
- 10.6 **What happens when payment fails.** If, any payment under your subscription fails, is missed, 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 or suspend your membership or (ii) if the filter 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. We may also suspend delivery of

the filter if any payments are missed until such payment is recovered.

- 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 liability for damage to property.** Where a defect in the filters for which we are responsible causes damage to your property, we do not limit our liability in respect of any such damage and the cap contained in clause 11.1 does not apply to such damage nor does any damage count towards or reduce the level of the cap available for other claims.
- 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/en/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 under your subscription 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

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