

# General terms and conditions of Enervent Zehnder Oy's (2928724-4) webshop

## 1 GENERAL TERMS AND CONDITIONS

- 1.1 Enervent Zehnder Oy sells products and services to adult individuals (hereinafter the 'consumer').
- 1.2 Commodities are sold to companies and organisations (hereinafter the 'corporate customer'), under the special conditions specified in section 9 herein.
- 1.3 Enervent Zehnder Oy is committed to complying with consumer trade legislation, such as the Consumer Protection Act (Act no. 38 of 1978, including amendments).
- 1.4 Enervent Zehnder Oy reserves the right to unilaterally change the terms and conditions herein without prior notice. The terms and conditions are valid in the form they were in when an order was placed. Whenever an order is placed, the terms and conditions valid at the time shall apply. These are available on Enervent Zehnder Oy's webshop at <https://webshop.enervent.com/>. Any changes to the law constitute an exception; such changes will enter into force as such, unless otherwise prescribed.
- 1.5 Enervent Zehnder Oy's contact details are available in full at <http://www.enervent.com>.
- 1.6 The customer register maintained by Enervent Zehnder Oy is confidential. Read the 'description of file' for further details about the customer register.
- 1.7 A binding sales agreement shall enter into force when an order has been recorded in Enervent Zehnder Oy's system. In any case, Enervent Zehnder Oy's responsibility for poor availability of the product, restrictions imposed by the authorities, or import restrictions shall be limited to cancellation of the sale and the possible refund of the sales price.
- 1.8 In consumer trade, we comply with Finnish and EU laws on consumer trade and distance sales. These terms and conditions are not valid regarding the restriction of consumer rights beyond the extent specified in the Consumer Protection Act. (We recommend that our corporate customers view section 9.1. thereof).
- 1.9 When presenting a complaint about a faulty product or returning a product, the customer must produce a voucher, receipt or some other proof that the product was bought from Enervent Zehnder Oy at the time specified by the customer. Enervent Zehnder Oy reserves the right to charge the buyer for the cost of searching for any missing receipts.

## 2 PRICES

- 2.1 The prices in the price list include VAT but exclude shipping costs, unless expressly stated otherwise.
- 2.2 Ordered products shall be delivered for the price valid at the time of order, as shown in the order confirmation.
- 2.3 If the price list has obvious price errors, the product will not be sold at the incorrect price if it can be assumed that the customer was aware of said error.

## 3 PLACING AND CANCELLING ORDERS

- 3.1 When placing orders, customers must give their full contact details, including the name, address, telephone number and email address. Corporate customers must submit the contact person's name, telephone number, email address and postal address.
- 3.2 Enervent Zehnder Oy reserves the right to restrict the sale of products in exceptionally large batches if there is reason to suspect that the buyer is planning to sell such products on.
- 3.3 Enervent Zehnder Oy is not obliged to reserve other products belonging to a specific order for the customer if a product is subject to poor availability, or if delivery is delayed for reasons beyond the control of Enervent Zehnder Oy. Enervent Zehnder Oy will inform the customer of said situation by email, via the email account provided by the customer. Alternatively, a consumer may accept the late delivery of a delayed item, or have the entire order cancelled. Postage of any late delivery will be subject to a normal charge. Ordered products will be reserved for up to 14 days from the order date, after which the order will be cancelled unless the customer has accepted late delivery in accordance with Enervent Zehnder Oy's terms and conditions.

## 4 PAYMENT, DELIVERY AND INSTALLATION SERVICE

- 4.1 Completed orders will be processed for delivery within an average of 2–4 business days. The delivery time is usually 2–4 business days. By 'completed order', we mean an order for which (all) the products are available in our warehouse and reserved, and for which the payment method has been agreed. Our factory is usually closed for a few weeks during the summer holiday high season and around Christmas, which may extend the delivery time somewhat. Information on exceptional deliveries will be posted on the front page of our webshop.
- 4.2 An up-to-date list of Enervent Zehnder Oy's delivery methods can be read at <http://webshop.enervent.com> under Delivery and payment methods. The delivery costs depend on the delivery method and will be shown when an order is placed
- 4.3 An up-to-date list of payment methods is available from our webshop.
- 4.4 The requirements associated with certain payment methods are displayed when the methods are being selected.
- 4.5 Customers can agree separately on the installation of products by contacting Enervent Zehnder Oy. Installation services are charged for according to the price list valid at the time.

## 5 RIGHT TO RETURN PRODUCTS/PRODUCT RETURN METHOD

- 5.1 In the case of distance sales, unused products may be returned within 14 days, as specified in Chapter 6 of the Consumer Protection Act. The purpose of the act is to give the consumer the right to examine a product without using it. In the spirit of this law, Enervent Zehnder Oy grants its customers the right to study the contents of packages. A package must be opened with care, without causing undue damage to the packaging.
- 5.2 A product cannot be returned if it has been specially manufactured, ordered or modified according to the buyer's wishes.
- 5.3 Customers must contact Enervent Zehnder Oy's customer service before returning any products or sending them back for servicing.
- 5.4 All customer returns are delivered by free customer return service. All products must be delivered as packages. Customers will receive our customer return identifiers and detailed instructions for returning products from Enervent Zehnder Oy's customer service.
- 5.5 Our customer service will provide instructions for service deliveries.
- 5.6 Customers are obliged to keep any necessary copies of documents concerning returned products. The package ID provided is the only way to prove that a package has been sent.
- 5.7 Any product returned or sent for servicing must include a receipt or other proof that the product was bought from Enervent Zehnder Oy at the time specified by the customer. Enervent Zehnder Oy reserves the right to charge the buyer for the cost of searching for any missing receipts. Service deliveries must also include a description of the defect detected by the customer.
- 5.8 The product must be packaged carefully to avoid damage during transport. In every case, Enervent Zehnder Oy recommends that you use the product's original packaging, which the manufacturer has designed for the safe transport of the product.
- 5.9 Enervent Zehnder Oy will not be responsible for damage to returned items that have been packaged carelessly or in breach of the terms and conditions. The customer will be charged for any expenses arising from damage caused by the customer.
- 5.10 Enervent Zehnder Oy reserves the right to charge the customer for the expenses incurred if a product has been returned unnecessarily or in breach of the terms and conditions. In such a case, the customer will be charged for Enervent Zehnder Oy's processing costs and postage.
- 5.11 Please read section 9.4. for more details on the return rights of corporate customers.

## 6 WARRANTY AND SERVICING

- 6.1 Enervent Zehnder Oy reserves the right to verify any defects reported in its products. 14 days are reserved for this, starting from the date when Enervent Zehnder Oy received the product in question.
- 6.2 The customer has the right to deliver a product via Enervent Zehnder Oy for servicing.
- 6.3 Enervent Zehnder Oy will not be responsible for any damage caused by the buyer. Enervent Zehnder Oy retains the right to verify the nature and quality of a defect in a product, even if the related purchase is cancelled.
- 6.4 Enervent Zehnder Oy reserves the right to charge the customer for any unnecessary warranty servicing. Unnecessary service expenses include any service company expenses, and processing and logistics expenses incurred by Enervent Zehnder Oy.
- 6.5 A compatibility problem is not considered a defect unless the customer specifically notified Enervent Zehnder Oy of the compatibility requirement at the time of purchase. Installation of

ventilation products may require special expertise equivalent to the professional skills of a ventilation technician.

- 6.6 Unless otherwise stated by the manufacturer, opening the product to modify the device will render the warranty and the manufacturer's liability for defects, as specified in the Consumer Protection Act, void.
- 6.7 Enervent Zehnder Oy's service will store the products for three (3) months after the customer has been notified of the service/work's completion.

## 7 COMPLAINTS

- 7.1 Enervent Zehnder Oy will only process written complaints either emailed to [EnerventKauppa@enervent.com](mailto:EnerventKauppa@enervent.com) or mailed to Enervent Zehnder Oy, Kipinätie 1, 06150 PORVOO, FINLAND.
- 7.2 Complaints must be made within a reasonable time after the detection of the defect.

## 8 SETTLEMENT OF DISPUTES

If a dispute over a sales or service agreement cannot be resolved through negotiation between the parties, a consumer may submit the matter for resolution by the Consumer Disputes Board in Finland ([www.kuluttajariita.fi/en/](http://www.kuluttajariita.fi/en/)) or his local equivalent. We recommend that the consumer contact the Consumer Advisory Services ([www.kkv.fi/en/consumer-advice/](http://www.kkv.fi/en/consumer-advice/)) in the first instance, before submitting the matter to the Consumer Disputes Board.

## 9 SPECIFIC TERMS AND CONDITIONS FOR CORPORATE CUSTOMERS

- 9.1 Sales agreements between Enervent Zehnder Oy and its corporate customers comply with the Enervent Zehnder Oy general terms of sale, unless otherwise specified in these terms and conditions, or by separate written agreement. Enervent Zehnder Oy general terms of sale can be found in our webshop <https://webshop.enervent.com>.
- 9.2 Products and services are sold as is. It is the customer's responsibility to study the operating instructions before use.
- 9.3 Corporate customers are granted a limited right of return. Returned products must be unused and unopened in their sales packaging. Any exceptions are subject to processing by Enervent Zehnder Oy's customer service.
- 9.4 Enervent Zehnder Oy will not be responsible for any indirect or direct costs incurred due to damaged products. Enervent Zehnder Oy's liability is limited to the refunding of the product's sales price, minus any deductions due to use of the product.