



## GENERAL TERMS AND CONDITIONS OF SALE OF THE ONLINE STORE ENERVENT ZEHNDER OY

Enervent Zehnder Oy (registration code FI29287244, address Kipinätie 1, 06150 Porvoo,) (hereinafter referred to as the Seller) is a company registered in Finland that operates an online store at the internet address <https://webshop.enervent.com/>) (hereinafter referred to as the Online Store).

The Online Store is aimed at both natural and legal persons. If the Buyer is a natural person who purchases goods based on these General Terms and Conditions of Sale and such a transaction is not related to his economic or professional activities, this Buyer is considered a consumer within the meaning of the applicable legislation. All Buyers are hereinafter referred to as Customers. The Online Store is aimed at customers located in Finland, Sweden and Germany.

### 1. GENERAL PROVISIONS

1.1 These general terms and conditions of sale (hereinafter referred to as the terms and conditions of sale) apply to every purchase made by the customer in the online store and by placing an order, the customer agrees to the terms and conditions of sale. Issues not regulated in the terms and conditions of sale shall be governed by the legislation in force in the Republic of Finland.

1.2 By accepting the terms and conditions of sale and making a purchase, the customer confirms that he has read and understood the terms and conditions of sale and agrees that the terms and conditions of sale are binding on the parties. Special conditions apply if there is a corresponding agreement between the seller and the customer. The general terms and conditions of the customer do not apply to the conclusion of a purchase contract.

1.3 The seller reserves the right to unilaterally change the terms and conditions of sale. The version of the terms and conditions valid at the time of placing the order shall apply to the sale. Changes to the terms and conditions of sale shall enter into force upon their publication on the website <https://webshop.enervent.com/> or at the time specified in the terms and conditions of sale.

1.4 The seller processes the customer's personal data in accordance with applicable data protection rules. The Seller's privacy policy can be found at [Enervent Document Server: Folder 'Privacy policy'](#).

### 2. ORDERING THE GOODS

2.1 The Seller's posting of products in the online store does not constitute a binding offer, but an exemplary product catalogue, based on which the Customer can place an order. Orders may only be placed in standard quantities. The Seller has the right to change the assortment and prices of the goods sold in the online store at any time.

2.2 The Customer can place orders in the online store only as a registered user.

2.3 To order goods, the desired product must be added to the shopping cart. The customer can initially add products to the shopping cart without any obligation to purchase and at any time before sending a binding order, correct their selection by using the "Back" button on their browser or the functions provided for changing the shopping cart. Adding goods to the shopping cart does not oblige them to purchase the goods and does not entail any financial



obligations. The contents of the shopping cart can be changed until the order is placed, including removing or adding products to the shopping cart.

2.4 The customer orders the goods by clicking on the "confirm order" option, after which it is considered that the customer has submitted a binding order to purchase the products in the shopping cart (hereinafter referred to as the order). To place an order, the required data fields must be filled in and the appropriate delivery method must be selected. The amount of the fee will then be displayed on the screen, which can be paid via Klarna payment solution. By doing so, the customer confirms that he has read all the information displayed in the online store about the ordered goods to the extent necessary to make an informed purchase decision, including the main characteristics characteristic of this type of goods.

2.5 If the customer has added the goods to the shopping cart, but has not submitted an order to the seller, the price of the goods may have changed by the time the order was submitted. If the price of the goods should change, the customer undertakes to pay the seller the price for the goods that was valid at the time the order was placed.

2.6 In case the Customer needs additional information or support (for example, consultation regarding installation, connectivity with other devices, activation of certain functions, etc.), the Customer should contact the Seller by calling the following telephone number: +358 or mobile 600 142 55 or by sending an e-mail to the following address: [enervent@zehndergroup.com](mailto:enervent@zehndergroup.com)

2.7 After placing the order, the Customer will automatically receive an e-mail confirming that the order has reached the Seller. The corresponding e-mail confirms the acceptance of the order by the Seller.

2.8 The sales contract between the Seller and the Customer, which contains these Terms of Sale, shall enter into force at the moment when the Seller sends the Customer the confirmation of his purchase order and shall remain in force until the fulfillment of all obligations of the Parties. until the order is placed.

2.9 The Seller shall notify the Customer of the confirmation or rejection of the order by e-mail within a reasonable time. The Seller shall not make any deliveries until it has received full payment in accordance with the order, unless otherwise agreed. If full payment has not been made within five (5) days of the order being confirmed by the Seller, the Seller shall have the right to cancel the order without further obligations.

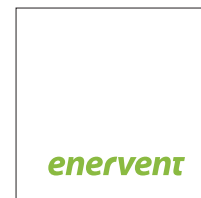
2.10 In order to conclude a purchase agreement under the Terms of Sale, the Customer must be at least 18 years of age and have legal capacity. If a person acts on behalf of a legal entity, this legal entity must have legal capacity, and the representative of the legal entity must confirm when placing the order that he or she has the right to conclude the relevant agreement on behalf of the legal entity.

2.11 The Customer agrees that the purchase agreement containing these Terms of Sale is concluded electronically. The Seller shall allow the Customer to save and reproduce the content of his or her order and the Terms of Sale.

2.12 The Seller has the right to refuse to fulfill the orders submitted by the Customer, either in whole or in part, at any time before the conclusion of the contract without giving reasons for the refusal, in the case of unusual orders. The Customer will be notified immediately of the rejection of the order.

### 3. PRICES

3.1 Prices are in euros or Swedish crowns and include statutory VAT.



3.2 The Seller may change the prices of products in the online store at any time and without prior notice.

3.3 Applicable discounts are displayed at the end of the ordering process.

3.4 The Seller charges a shipping fee for the delivery of the order. In the case of an individual order, the shipping fee is indicated before the order is placed.

3.5 In the case of deliveries made under an order contract, the shipping fee is indicated upon conclusion of the order contract and – in the event of subsequent changes – upon notification of deliveries.

#### 4. DELIVERY TERMS

4.1 Upon payment for the goods, the seller will assemble the ordered goods and deliver them by courier to the delivery address entered by the customer or to the nearest parcel terminal.

4.2 The goods are sent out by the seller. Collection by the customer is also possible from Kipinätie 1, Porvoo, but only when the Seller has confirmed the goods have been collected and are ready to be picked up.

4.3 The delivery of the goods is always carried out by a company providing parcel delivery services. The delivery terms and conditions of the respective parcel delivery company apply to the shipment.

4.4 The risk of accidental destruction and damage to the goods and other related risks shall pass to the customer from the moment when possession of the goods is transferred to the delivery destination. If the seller is unable to deliver the goods for reasons related to the customer, the risk of accidental destruction and damage to the goods and other related risks shall pass to the customer from the moment when the seller has duly fulfilled its obligation to deliver the goods to the customer.

4.5 Immediately after receiving the goods, the customer must thoroughly inspect the received goods and make sure that the products are intact and correspond to his order. The customer has the right to make claims for incorrect delivery only if the claims are submitted to the seller by writing (by e-mail) within 14 days of the moment of receiving the goods. This point does not apply to the consumer.

4.6 The seller assumes that when the goods are delivered by courier to the address chosen by the customer, the customer will receive the goods. The seller has the right to hand over the goods to another person at the delivery address who the courier can reasonably consider to be the customer's representative (e.g. a family member).

4.7 The customer must consider that access to the parcel machine may be limited by the shopping center to the opening hours of the shopping center.

4.8 By accepting the terms of sale, the customer accepts that if it is not possible to deliver the goods to the customer at the time notified by the courier or the customer does not collect the goods from the parcel machine within the time notified by the postal service provider, the goods will be returned to the seller. When returning the goods to the seller, the customer is deemed to have cancelled the order and the seller will refund the purchase amount to the customer immediately, but no later than within 14 days to the same payment solution from which the purchase was paid. Shipping costs will not be refunded to the customer.

#### 5. CONSUMER'S RIGHT TO WITHDRAWAL

5.1 The consumer customer has the right to return the ordered goods to the seller (withdraw from the sales contract) without giving a reason within 14 days of receiving the goods, by



sending a corresponding application to the seller by e-mail to [enervent@zehndergroup.com](mailto:enervent@zehndergroup.com) and returning the goods at his own expense to the address Kipinätie 1, 06150 Porvoo.

5.2 To withdraw from the contract, the customer must submit a free form withdrawal application, which contains information about the order from which he wishes to withdraw.

5.3 The withdrawal application is deemed valid if the seller receives it within 14 days of delivery of the goods. The Seller shall immediately notify the Customer of receipt of the application by e-mail.

5.4 In the event of withdrawal, the Customer shall immediately, but no later than 14 days after the date of submission of the withdrawal application, return the goods to the Seller in the same condition in which they were received. If the Customer does not return the goods by the deadline set by the Seller, the right to return the goods shall be deemed to have expired.

5.5 In the event of the customer withdrawing from the contract, the seller will refund the payment received for the goods ordered by the customer within 14 days of receiving the withdrawal form. The seller will make the refund using the same payment method that the customer used to make the payment. However, the seller has the right to refuse to make the refund until the customer has returned the ordered goods to the seller.

5.6 The consumer shall bear all direct costs associated with the return of the goods delivered to the consumer under these terms and conditions of sale.

5.7 If the goods have been used for a purpose other than that necessary to verify the nature, characteristics and functioning of the goods or if they show signs of use or wear, the seller has the right to reduce the refund fee in accordance with the decrease in the value of the goods. The returned goods must not be used or damaged and must be in their original packaging. To exercise the right of withdrawal and to avoid paying compensation in the event of a return, the product packaging must be opened carefully without damaging it. The goods may be used to examine the goods in a manner that is necessary to verify the nature, characteristics and functioning of the goods. The returned product must be complete (include all items included in the product packaging, etc.). If the product was purchased as part of a campaign where another product was added to the product, the customer must return the entire set (i.e. all products).

5.8 For the sake of clarity, the right of withdrawal set out in this section does not apply if the customer is a legal entity.

## 6. COMPLAINTS

6.1 The customer as a consumer has the right to submit complaints to the seller regarding the product within 14 days from the date of delivery of the product to the customer, and the customer as a business has the corresponding right within 14 days from the date of delivery of the product. In the case of sales to consumers, it is assumed that the non-conformity with the terms of the contract that has become apparent within one year from the date of delivery of the product to the buyer existed at the time of delivery of the product, unless such an assumption is contrary to the nature of the product or defect.

6.2 If the customer as a consumer wishes to submit a complaint regarding the non-conformity of the product with the terms of the contract, it must be submitted to the seller within 2 months from the date on which the customer became aware that the product did not comply with the terms of the contract. The business customer must submit a corresponding claim immediately upon learning of the non-conformity with the terms of the contract and must describe the non-conformity with the contract sufficiently precisely when notifying it. The claim shall be submitted to the e-mail address [enervent@zehndergroup.com](mailto:enervent@zehndergroup.com). If the



customer does not notify the seller of the non-conformity with the terms of the contract in a timely manner or does not describe the non-conformity of the item with the terms of the contract sufficiently precisely in the case of a contract concluded in the course of his economic or professional activities, the customer may not rely on the non-conformity of the item with the terms of the contract. If the failure to notify is reasonably excusable, the customer may nevertheless, based on the non-conformity with the terms of the contract, reduce the purchase price or demand that the seller compensate for the damage caused, excluding lost profits.

6.3 The seller shall examine the claim submitted by the customer within 15 days of its receipt. If the seller agrees with the claim, the seller shall, at its own discretion, repair or replace the defective item. If the repair or replacement of the goods is not possible, the seller shall refund the purchase price paid by the customer for the defective goods to the account specified by the customer within 14 days of receiving the complaint. The shipping costs of the goods shall not be refunded by the seller. When replacing the defective goods, the non-defective goods shall be delivered to the customer in the manner chosen by the latter.

## 7. LIABILITY

7.1 The seller shall be liable to the customer for direct damage caused by a violation of the terms of sale in the cases and to the extent provided for in the legislation in force in the Republic of Finland.

7.2 The seller shall not be liable for damage caused to the customer if the delivery of the goods is delayed due to circumstances beyond the seller's control and the occurrence of which could not be foreseen, including delays in the delivery of the goods caused by possible technical failures in the online store.

7.3 All claims by the customer for damages that are not directly related to the order itself, such as production disruptions, loss of use, orders or income, claims by third parties or claims for indirect damages, regardless of the legal basis on which such damages are claimed, are excluded and the seller is not liable for them. The seller's liability arising from the sales contract concluded under the terms of sale or related to the contract or its improper performance is limited in total to the amount paid by the customer for the corresponding completed order.

## 8. FILTERS SUBSCRIPTION SERVICE

8.1 On the product pages of the online store, the customer can order automatic delivery of products at a certain interval ("subscription service"). This can be done by clicking the "Buy subscription service" button. The ordered products are added to the user's shopping cart. The customer can specify the subscription service interval in the shopping cart. The subscription service is available for filters in the online store. Products ordered with the subscription service are called "subscription service products". The contract for products ordered with the subscription service is called a "subscription contract".

8.2 The following additional terms and conditions apply to the subscription contract. Unless there are specific additional terms and conditions, other general terms and conditions of sale also apply to the subscription contract.

### 8.3 Conclusion of the subscription contract

8.3.1 If the customer adds a product as a subscription service product to the shopping cart and clicks the order button, it is deemed that he has submitted a binding request to conclude a subscription contract for the selected products and quantities.



8.3.2 The Seller is obliged to accept a binding request to conclude an order agreement within 14 days of receipt of the request.

8.3.3 The order agreement shall be deemed to have been concluded at the earliest when the Seller sends the Customer a corresponding confirmation by e-mail or when the Customer receives the first delivery of the ordered products, either in part or in full.

#### 8.4 Obligation to perform and delivery period

8.4.1 With the order agreement, the Seller undertakes to re-deliver the ordered products within the delivery period after the interval specified in the agreement. The order interval is determined by the Customer and starts on the day of conclusion of the order agreement.

8.4.2 The delivery period begins on the first day after the end of the specified order interval and ends after 12 days.

8.4.3 The Customer is obliged to pay for the delivery of the ordered products in accordance with the order agreement.

8.4.4 In addition, the customer is obliged to bear the shipping costs applicable at the time of delivery of the ordered products.

#### 8.5 Restrictions

8.5.1 The seller may refuse to deliver the products under the order agreement if:

8.5.1.1 The seller had already concluded a congruent hedging agreement with the seller's supplier at the time of concluding the order agreement, the fulfilment of which by the supplier would have enabled the seller to deliver the ordered products to the customer in accordance with the delivery period specified in the agreement;

8.5.1.2 the supplier involved in the congruent hedging agreement does not deliver the products to the seller or does not deliver them on time and this delivery disruption is not temporary;

8.5.1.3 the seller is not liable for the failure to deliver by the supplier involved in the congruent hedging agreement.

8.5.2 If the Seller foresees that the ordered products cannot be delivered within the agreed delivery period, the Seller shall notify the Customer of this immediately.

8.5.3 If the Seller refuses a certain delivery in accordance with clause 8.5.1, the Customer's obligation to pay for the respective delivery shall also cease. The Seller shall refund to the Customer all the payment already paid by the Customer for that delivery.

#### 8.6 Term and termination

8.6.1 The subscription agreement is concluded for an indefinite period. It has no minimum validity period.

8.6.2 The Customer may terminate the subscription agreement at any time with a notice period of one month.

8.6.3 The Customer may terminate the subscription agreement without a notice period if he uses his customer account to notify of the termination.

8.6.4 If the termination of the agreement takes place on or after the scheduled date of shipment of the ordered products, it shall only take effect after the products have been shipped and received. The Customer will be notified of the scheduled shipment date of the ordered products by a separate e-mail.

8.6.5 The Seller may cancel the order agreement at any time with a 6-month notice period. The agreement may be terminated without notice for good cause.





## 9. APPLICABLE LAW AND DISPUTE RESOLUTION

9.1 The relations between the Customer and the Seller shall be governed by the laws of the Republic of Finland. The rights and obligations of the Parties arising from these Terms of Sale shall not be governed by the UN Convention on Contracts for the International Sale of Goods ("CISG"), and the Parties explicitly exclude the applicability of the CISG to these Terms of Sale.

9.2 Disputes arising between the Customer and the Seller in connection with the ordering and purchase of the goods shall be resolved through negotiations. If the Parties fail to reach an agreement through negotiations, disputes arising from or related to the Terms of Sale shall be resolved in Porvoo County Court. The consumer client has the right to file a complaint with the Consumer Disputes Commission through the Consumer Protection and Technical Regulation Board or to contact Porvoo County Court. The consumer can file a complaint with the Commission free of charge and the consumer can file the complaint himself or through a representative. The details of the Consumer Disputes Commission are provided on their website. The European Commission offers an online dispute resolution platform, which is available at <https://ec.europa.eu/consumers/odr/>.

## 10. SELLER CONTACT DETAILS

Enervent Zehnder Oy: Kipinätie 1, 06150 Porvoo, Finland Website: [www.enervent.com](http://www.enervent.com)

Email address: [enervent@zehndergroup.com](mailto:enervent@zehndergroup.com)

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