

### 1. General

- 1.1 The online shop is aimed at consumers, i.e. natural persons, who act for a purpose that cannot be attributed to their commercial or independent professional activity, as well as business owners, i.e. natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity. Consumers and business owners are collectively referred to as «**customers**». In terms of location, the online shop is aimed at customers based in Switzerland.
- 1.2 The contractual partner is  
**Zehnder Group Schweiz AG**  
**Moortalstrasse 3, 5722 Gränichen, Switzerland**
- 1.3 By placing an order in the online shop (ch.zehnder-filtershop.com) («**online shop**») of Zehnder Group Schweiz AG («**Zehnder**»), the customer accepts these General Terms and Conditions of Sale and Delivery («**GTC**»).
- 1.4 Any deviations are only legally effective if they are confirmed in writing by Zehnder.
- 1.5 The customer's general terms and conditions shall not apply. They shall not apply even if they merely supplement these GTC, unless the parties have expressly agreed otherwise in text form, stating the respective provision of these GTC to be deviated from.
- 1.6 Obvious mistakes, typing or calculation errors are not binding for Zehnder.
- 1.7 Zehnder reserves the right to amend these GTC. The version of the GTC valid at the time the order is placed shall apply.

### 2. Presentation of the products in the online shop

- 2.1 The presentation of the products in the online shop does not constitute a binding offer, but a non-binding product catalogue. In this respect, it is an invitation to customers to place binding orders via the online shop. Prices and product ranges are subject to change at any time.
- 2.2 The customer can initially place products in the shopping basket without any obligation to buy and correct their selection at any time before sending the binding order by using the «Back» button of their browser or the functionalities provided for correcting the shopping basket.

### 3. Order

- 3.1 By clicking on an order button, the customer places a binding order for the goods contained in the shopping basket («**order**»).
- 3.2 After submitting the order, the customer automatically receives a confirmation of receipt indicating that the order has been received by Zehnder. The confirmation of receipt does not constitute acceptance of the order.
- 3.3 No minimum order quantities apply. Orders are only possible in standard quantities.
- 3.4 Zehnder may refuse orders placed by the customer, either in whole or in part, at any time prior to conclusion of the contract in accordance with section 4 without stating the reasons for this refusal, particularly in the case of unusual orders. The customer shall be informed immediately if the order is rejected.

### 4. Conclusion of contract

- 4.1 The contract is concluded at the earliest with one of the following events:
  - 4.1.1 Zehnder sends a declaration of acceptance to the customer by e-mail.
  - 4.1.2 The ordered goods are delivered to the customer in part or in full. Subsequent receipt of part of a standardised order shall not affect the conclusion of the contract by the first partial delivery.
- 4.2 If a contract is not concluded within 14 days of receipt of the order in accordance with Section 4.1, the customer is no longer bound by their order.

### 5. Filter subscription

- 5.1 On the product pages of the online shop, the customer has the option of subscribing to the items contained in their order («**subscription**»). This is done by pressing the «Subscribe» button. The items to be subscribed to are added to the user's shopping basket. The customer can specify the subscription interval in the shopping basket. A subscription is possible for all items in the filter shop. The items covered by the subscription are referred to as «**subscribed items**». The contract for the subscribed items is referred to as the «**subscription contract**». Con-

clusion of the subscription requires a customer account in the filter shop (no subscription is possible with guest orders).

- 5.2 The following additional provisions apply to the subscription contract. In the absence of a more specific provision, the other provisions of the GTC also apply to the subscription contract.

#### 5.3 Conclusion of the subscription contract

- 5.3.1 If the customer places the item in the shopping basket as a subscribed item and presses the order button, they submit a binding application to conclude a subscription contract for the selected quantity of subscribed items.
- 5.3.2 Zehnder is entitled to accept the binding application to conclude the subscription contract within 14 days of receipt of the application. Sections 3.2 to 3.4 of the GTC apply accordingly.
- 5.3.3 The subscription contract is concluded at the earliest when Zehnder sends the customer a declaration of acceptance by e-mail or when the customer receives the first delivery of the subscribed items, either in part or in full. Subsequent receipt of a part of the first delivery does not change the conclusion of the contract by this first partial delivery.

#### 5.4 Performance obligations and delivery period

- 5.4.1 Under the subscription contract, Zehnder is obliged to deliver the subscribed items to the customer again within the delivery period after each order interval has expired. The order interval is determined by the customer and begins on the day the subscription contract is concluded.
- 5.4.2 The delivery period begins on the first day after the end of the order interval and ends after 12 days.
- 5.4.3 The customer is obliged to pay for each delivery of the subscribed items in accordance with the subscription contract.
- 5.4.4 The customer is furthermore obliged to pay the delivery and shipping costs incurred at the time of delivery of the subscribed items.

#### 5.5 Self-delivery reservation

- 5.5.1 Zehnder is entitled to refuse a specific delivery of subscribed items under the subscription contract if:
  - (1) Zehnder has already concluded a congruent hedging transaction with a Zehnder supplier upon conclusion of the subscription contract, the fulfilment of which by the supplier would have enabled Zehnder to deliver the subscribed items to the customer in accordance with the contract during the relevant delivery period,
  - (2) The supplier bound by the congruent hedging transaction does not deliver to Zehnder or does not deliver on time, insofar as this disruption to delivery is not only temporary, and
  - (3) Zehnder is not responsible for the non-delivery by the supplier bound by the congruent hedging transaction.
- 5.5.2 If it becomes foreseeable for Zehnder that the subscribed items cannot be delivered within the agreed delivery period, Zehnder shall inform the customer of this circumstance without delay.
- 5.5.3 If Zehnder refuses a specific delivery in accordance with section 5.5.1, the customer's obligation to provide consideration for this delivery shall also lapse. Any consideration already provided by the customer for this delivery shall be reimbursed by Zehnder to the customer without delay.

#### 5.6 Term and termination

- 5.6.1 The subscription contract is concluded for an indefinite period. It is not subject to a minimum term.
- 5.6.2 The customer is entitled to terminate the subscription contract at any time with a notice period of one month.
- 5.6.3 The customer is entitled to terminate the subscription contract without notice if they use their customer account to declare the termination.  
If the termination is only declared on the day of or later than the scheduled dispatch date of subscribed items, it shall only become effective after dispatch and scheduled receipt of these items.
- 5.6.4 Zehnder is entitled to terminate the subscription contract at any time with a notice period of six months.
- 5.6.5 The right of termination for cause shall remain unaffected.

### 6. Right of withdrawal

- 6.1 If the customer is a consumer, they are entitled to apply the right of withdrawal in accordance with the following withdrawal policy; this also applies in relation to a subscription contract (Section 5 of the GTC).
- 6.2 If the customer is a business owner, they have no right of withdrawal.

### Withdrawal policy

#### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods. If you have ordered several goods as part of a single order and these are delivered separately, the withdrawal period begins on the day on which you or a third party named by you, who is not the carrier, take possession of the last goods.

If you have concluded a subscription contract (Section 5 of the GTC), you also have the right to withdraw from the subscription contract within fourteen days without giving reasons. The withdrawal period for subscription contracts is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the first goods.

To exercise your right of withdrawal, you must notify us (Zehnder Group Schweiz AG, Moortalstrasse 3, 5722 Gränichen, Switzerland, Phone: +41 (0)62 855 11 11, e-mail: info@zehnder-systems.ch) of your decision to revoke this contract by means of an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the following sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send the notification that you are exercising your right of withdrawal before the withdrawal period expires.

#### Consequences of withdrawal

If you withdraw from this contract or the subscription contract, we shall reimburse all payments received from you, including delivery costs (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we received notification of your decision to revoke this contract or the subscription contract. For the purposes of this reimbursement, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case shall you be charged any fees for this repayment. We may refuse to refund you until the goods have been returned to us or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you notified us of the withdrawal from this contract or the subscription contract. The deadline is met if you dispatch the goods before the period of fourteen days has expired. You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

#### End of the withdrawal policy

#### Sample withdrawal form

If you wish to withdraw from the contract or the subscription contract, please complete this form and return it to us.

- Zehnder Group Schweiz AG, Moortalstrasse 3, 5722 Gränichen, Switzerland, e-mail: info@zehnder-systems.ch
- I/we (\*) hereby withdraw from the contract I/we concluded (\*) for the purchase of the following goods:
- Ordered on (\*) / received on (\*):
- If you have concluded a subscription contract and wish to withdraw from it: I/we hereby also withdraw from the subscription contract.
- Name of the consumer:
- Address of the consumer:
- Signature of the consumer (only for notification on paper):
- Date:

(\*) Delete as appropriate.

### 7. Delivery

- 7.1 Zehnder only delivers by dispatch. Self-collection is not possible.
- 7.2 Delivery is always carried out by a parcel delivery service. The delivery conditions of the respective parcel delivery company apply.
- 7.3 Delivery is limited exclusively to Switzerland.
- 7.4 Zehnder endeavours to adhere to the stated delivery times wherever possible. Delayed deliveries do not entitle the customer to withdraw from the contract without setting a reasonable deadline.

- 7.5 If the customer is a business owner, the risk of accidental loss and accidental deterioration of the ordered goods shall pass to the customer as soon as Zehnder hands over the goods to the forwarding agent, carrier or other person appointed to carry out the delivery.

### 8. Price

- 8.1 Prices are quoted in Swiss francs, including statutory VAT.
- 8.2 Zehnder may change the prices of products in the online shop at any time and without notice.
- 8.3 Discounts are shown at the end of the order process.
- 8.4 Zehnder charges delivery and shipping costs for delivery.
  - 8.4.1 In the case of an individual order, these costs are shown before the order is placed.
  - 8.4.2 In the case of deliveries made under a subscription contract, the delivery and shipping costs are shown when the subscription contract is concluded and, if there are any changes thereafter, when the delivery is announced.

### 9. Payment terms

- 9.1 The customer can choose to pay by credit card (Mastercard or Visa), Twint or on account. The terms and conditions of the respective payment service provider shall apply.
  - 9.1.1 Credit card: The customer enters their credit card details during the ordering process. The credit card shall be charged after the goods have been dispatched.
  - 9.1.2 Invoice: In the case of payment on account, the invoice shall be sent to the customer at the address provided or stored in the customer portal. The invoice amount is due 30 days after receipt of the invoice and the goods. The invoice amount shall be paid by bank transfer to the bank account specified in the invoice. Zehnder may make the option to purchase on account dependent on a successful credit check of the customer.

### 10. Offsetting and right of retention

If the customer is a business owner, they shall only be entitled to offset or assert rights of retention if their claim is undisputed, ready for judgement or has been legally established. Furthermore, they may only assert a right of retention if their counter-claim is based on the same contractual relationship.

### 11. Retention of title

- 11.1 Zehnder retains title to the goods until full payment has been made by the customer. Zehnder is entitled to have the retention of title entered in the relevant register.
- 11.2 If the customer is a business owner, the following additional conditions shall apply:
  - 11.2.1 Zehnder retains title to the goods until all claims against the customer arising from the business relationship have been fulfilled.
  - 11.2.2 The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. In the event of resale, the customer hereby assigns to Zehnder its claim against its buyer arising from the resale in the amount charged by Zehnder for the goods subject to retention of title (plus VAT, if applicable). The customer remains entitled to collect the claim until revoked. Zehnder shall only revoke the collection authorisation if the customer is in arrears with payment of the debt owed.
  - 11.2.3 If the goods subject to retention of title are inseparably combined, processed or mixed with other items not owned by Zehnder, Zehnder shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (sales price, plus VAT if applicable) to the other combined, processed or mixed items at the time of combination, processing or mixing. If the combination, processing or mixing with items owned by the customer takes place in such a way that the customer's item shall be regarded as the main item, the customer shall transfer proportional co-ownership to Zehnder. The customer shall hold the resulting sole or co-ownership for Zehnder free of charge.
- 11.3 For the sake of clarity, Zehnder is entitled to transfer the security interests pursuant to this Section 11 to third parties.

### 12. Warranty

- 12.1 If the customer is a consumer, Zehnder shall be liable for defects in the sale of new goods in accordance with the statutory provisions. If the customer suffers damage due to a culpably caused defect, the provisions of Section 13 shall apply to any claim for damages.

# General Sales and Delivery Conditions

## Online shop of Zehnder Group Schweiz AG



12.2 If the customer is a business owner, claims for defects arising from the delivery of newly manufactured goods shall become time-barred within one year of the transfer of risk, irrespective of any other statutory limitation periods for the right of recourse. If the customer is a business owner, subsequent fulfilment for the delivery of new goods can be carried out at Zehnder's discretion by remedying the defect or by delivering new goods. The restrictions in Section 12.2. Sentences 1 and 2 shall not apply if a defect was caused or concealed intentionally or through gross negligence or if a defect caused by simple negligence results in injury to life, limb or health.

12.3 If the customer is a business owner and merchant, the obligation to inspect and give notice of defects set out in Art. 201 Swiss Code of Obligations (CO) shall apply. If the customer fails to give the immediate notification stipulated therein, the goods shall be deemed to have been approved. Sentence 1 does not apply if the defect was not recognisable during the inspection or if Zehnder fraudulently concealed the defect.

### 13. Limitation of liability

13.1 Zehnder shall be liable, in accordance with the statutory provisions, for claims for damages in the event of negligent injury to life, limb or health, in the event of the assumption of a guarantee or a procurement risk and in the event of mandatory statutory liability, in particular under the Swiss Product Liability Act.

13.2 All claims of the customer for compensation for damages that have not occurred to the order itself, such as compensation for loss of production, loss of use, loss of orders, loss of profit, claims of third parties or compensation for indirect and consequential damages, regardless of the legal grounds on which such damages are asserted, are excluded. Zehnder's liability arising from or in connection with the contract or its improper fulfilment is limited in total to the price paid by the customer for the order executed.

13.3 Zehnder is liable, in accordance with the above provisions, both for its own actions and for the actions of its executive bodies and vicarious agents.

13.4 Any further liability is excluded. Insofar as liability is excluded or limited, this also applies in the event of personal liability on the part of Zehnder's executive bodies or vicarious agents.

### 14. Data protection

Zehnder processes the customer's personal data in accordance with the relevant data protection regulations. Zehnder's privacy policy can be found at <https://www.zehnder-systems.ch/de/common/datenschutz-erklaerung>

### 15. Place of jurisdiction and applicable law

15.1 These GTC and the contracts and legal relationships concluded between Zehnder and the customer are subject exclusively to Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of private international law.

15.2 The sole place of jurisdiction is Aarau, Switzerland.

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