

GENERAL TERMS AND CONDITIONS FOR THE WEBSITE

www.zehnder.be – Belgium

SSO

Version 2.0 – January 2023

I. DEFINITIONS

Applications	Applications, services and/or environments of Zehnder that the User can access via the SSO if the applicable conditions are met.
User	The natural person acting in the exercise of their employment contract or as appointee.
SSO	The online environment of Zehnder accessible via the Website, for which the User creates an account, and which allows access to Applications.
Terms and conditions	These terms and conditions of use or amended versions that replace them.
Website	Zehnder's website: www.zehnder.be .
Zehnder	The private limited company Zehnder Group Belgium NV, with its registered office and principal place of business at Wayenborgstraat 21 in 2800 Mechelen, Belgium and registered in the Central Database for Enterprises (KBO) under number 0832.645.624.

II. PURPOSE

For Zehnder to provide the User with access to Applications, whereby specific terms and conditions of use apply for each Application and the User only gains access to the relevant Application if the applicable conditions are met.

III. ACCESS

1. Zehnder will only grant access to the SSO to Users who meet the conditions set out below.
2. Conditions for granting access to the SSO:
 - a. The User must be acting in the exercise of their employment contract or have been appointed by the Partner
 - b. The User must be identified by Zehnder
 - c. The User must have accepted these Terms and Conditions
3. Zehnder has the right to temporarily or permanently block the User's access if:
 - a. Zehnder detects or suspects misuse of the SSO
 - b. Zehnder doubts the identity, qualifications or knowledge of the User.
 - c. Zehnder doubts the User's acceptance of these Terms and Conditions
 - d. The User has not used the SSO for thirteen (13) or more consecutive months.

- e. The User violates these Terms and Conditions
 - f. Zehnder suspects that the security of the personal data of one or more Users is not guaranteed
4. Zehnder has the right to delete the User's account if:
 - a. Zehnder detects abuse of the SSO by the User
 - b. Zehnder detects fraud by the User
 - c. The User has not used the SSO for thirteen (13) or more consecutive months.
 5. Zehnder makes every effort to minimize interruptions in the User's access to the SSO, but does not guarantee that the User will have access to the SSO at all times. Because of, for instance, management and maintenance work, it is possible that the SSO will not available for a longer or shorter period without the User being informed in advance or being able to claim compensation.

IV. USE

1. The use of the SSO is strictly personal and limited to Belgium
2. The User is responsible for providing correct data via the SSO
3. The User may only use the SSO for the purposes given in these Terms and Conditions (see Article III).
4. The User is not entitled to perform actions that interfere with the normal functioning of the SSO or which could harm Zehnder's reputation or interests.
5. The User will not provide their login details to third parties and will keep these details in such a way that they cannot become known to third parties.

V. Processing of personal data

Zehnder processes certain personal data of the User for the purposes of the SSO. Zehnder informs the User about this processing in its Privacy Statement.

1. The User's personal data will be stored for the purposes of the SSO and be processed electronically in accordance with the European General Data Protection Regulation.

The User's data will not be sold, lent, rented or disclosed to third parties.

2. By registering to receive information by e-mail, the User authorises Zehnder to store their personal data in a Zehnder file for automated customer management and market research. With each e-mail communication, the User will be offered the option not to receive further information.

If the User registers to receive information by post, they can choose to have their data processed only for the specific question of whether they would also like to receive further

information in the future, in which case the User gives Zehnder permission to store their personal data for the purpose of automated customer management and market research.

In either case, the data provided by the User may be sent to companies affiliated with Zehnder under contract or company law.

3. **AUTOMATICALLY-COLLECTED NON-PERSONAL IDENTIFICATION INFORMATION** – In some cases, Zehnder will collect data of a non-personal nature, such as the version of the User's browser or computer operating system or the domain name of the website by which the User came to the Website.
4. **DATA THAT ZEHNDER MAY PLACE ON THE HARD DRIVE OF A USER'S COMPUTER** – During a visit to the Website, 'cookies' (small text files) may be installed on the user's system.

The purpose of this is to better tailor the Website to the wishes and preferences of the Users.

All Internet browsers allow you to delete cookies, reject cookies or receive a warning before a cookie is installed.

Zehnder only uses functional and analytical cookies that do not infringe the privacy of Users.

Consult the instructions or Help function of your Internet browser for further details.

5. **REQUESTS** – The User always has the right to view, correct, modify or delete the information they provide. A User can send a request to access, correct, delete or transfer their personal data, request withdrawal of their consent or object to the processing of their personal data to Zehnder's Customer Service department at the following address: Wayenborgstraat 21, 2800 Mechelen, Belgium – support@zehnder.be.

The User also has the right to object free of charge to the processing of their data for direct marketing purposes.

Zehnder will reserve the right to respond to such questions as soon as possible and within 30 days.

6. **DATA PROTECTION AUTHORITY** – If a User believes that Zehnder has not acted in accordance with data protection law, they have the right to lodge a complaint with the Data Protection Authority.

This can be done via the following contact details:

The Data Protection Authority
Drukpersstraat 35, 1000 Brussels, Belgium
+32-(0)2 274 4800
+32-(0)2 274 4835
contact@apd-gba.be

VI. The security and correct functioning of the SSO

1. Zehnder has taken the security measures needed to prevent unauthorized use of personal data by third parties and to protect the privacy of Users.
2. Nevertheless, Zehnder cannot guarantee that, despite all the security measures taken, third parties will never be able to gain access to personal data of Users.
3. Should a third party gain unlawful access to the User's data, or if this is suspected, Zehnder will inform the User as soon as possible.
4. Zehnder will make reasonable efforts to ensure that the SSO functions properly and to resolve problems related to its proper functioning. However, Zehnder does not guarantee that the SSO will function uninterrupted and will be free from all faults, viruses or other defects.
5. Zehnder, its management, employees and the third parties referred to on the Website do not guarantee, either implicitly or explicitly, that the Website will always function correctly, and without faults or viruses, or that the Website content will always be correct or complete, and also expressly disclaim any liability for direct or indirect harm that may arise from the access and/or use of the Website.
6. The Website may contain hyperlinks to other websites that may not be under the technical control of or subject to review by Zehnder. Consequently, Zehnder, its management and its employees cannot guarantee the completeness or accuracy of the content offered via such links, nor the availability of these websites.
7. Zehnder therefore accepts no liability for any direct or indirect harm caused by the use of these websites.
8. Zehnder and/or the assistants it engages are not responsible or liable for any incorrect entry and/or processing of the personal data.

VII. Disclaimer

Zehnder's liability to the User in connection with the SSO is expressly limited to the fulfilment of the obligations described in these Terms and Conditions. Any claim for damages from the User in connection with the SSO is therefore excluded.

In addition to and beyond the exemptions stated elsewhere in these Terms and Conditions, Zehnder fully excludes, as far as legally possible, any other liability of Zehnder and/or the assistants engaged by it in connection with the Website and the SSO.

VIII. Intellectual property rights

1. All intellectual property rights, including (but not limited to) all copyrights and database rights relating to and arising from the SSO (including source code and user interface) belong

exclusively to Zehnder and/or third parties. The User is not entitled to any intellectual property rights, or claims to such, arising from (the use of) the SSO.

2. With the exception of the User's own personal data, nothing from the SSO may be reproduced or made public by the User in any form and in any way whatsoever without the prior written consent of Zehnder.
3. The User will not make any applications to register intellectual property rights arising from the SSO or its use and will not enable or support third parties for this purpose or cooperate with them.

IX. Changes

Zehnder reserves the right to unilaterally amend these Terms and Conditions, but will inform the User about any such changes.

X. Questions about the SSO

For questions, requests or complaints about the SSO, the User can contact Zehnder via e-mail (support@zehnder.be), or by other contact options given on the Website.

XI. Applicable law and choice of forum

1. The Website and these Terms and Conditions are exclusively governed by Belgian law
2. All disputes arising from the Website and these Terms and Conditions, including disputes about their existence and validity, will be settled by the courts of the judicial district of Antwerp, Mechelen department.

Zehnder nevertheless reserves the right to bring proceedings before the court that would have jurisdiction without the application of this jurisdiction clause.