

1. Definitions

- 1.1. The following terms have the following meaning in these Registration Conditions:

'Reward': any consideration by Zehnder for the Registration of the Product by the Installation Engineer and/or End User, as outlined on the Registration Page;

'End User': the user at whose address the Product has been installed;

'Installation Engineer': the Installation Engineer who installed the Product to be registered at the location of the End User;

'Product': a product supplied by Zehnder specified by Zehnder on the Zehnder website under the heading 'Zehnder Zeker' as a product that can be registered;

'Registration': the registration of a Product by the Installation Engineer or the End User on the Zehnder website via 'Zehnder Zeker';

'Registration Form': the Registration Form that must be completed on the Registration Page;

'Registration Page': the registration Page for the relevant Product on the Zehnder website under the heading 'Zehnder Zeker';

'Registration Conditions': the present registration conditions;

'Zehnder': the limited liability company according to Dutch law Zehnder Group Nederland B.V., established and with registered offices at Lingenstraat 2 in 8028 PM Zwolle [NL], entered in the trade register of the Chamber of Commerce under number 31044546.

2. Applicability of these Registration Conditions

- 2.1. These Registration Conditions are (exclusively) applicable to all Registrations.
- 2.2. These Registration Conditions are without prejudice to the already existing legal relationships and terms and conditions and contracts applicable between Zehnder and the Installation Engineer. In the event of any contradiction between the Registration Conditions and any such terms and conditions and contracts, these Registration Conditions will prevail, only in as much as relating to a dispute concerning a Registration. In all other cases, the other applicable terms and conditions and contracts will prevail.

3. Registration and use of data

- 3.1. Registration is only possible for the Products duly specified by Zehnder on its website under the heading 'Zehnder Zeker'.
- 3.2. Registration is only possible by the Installation Engineer and by the End User (each individually).
- 3.3. Registration will only be accepted by Zehnder and a Reward will only be issued if the Registration Form on the Registration Page is fully and correctly completed and submitted to Zehnder. If the Registration is accepted even though the Registration Form has not been fully or correctly completed, Zehnder cannot be required to issue the Reward and

Zehnder is entitled to the return of any Reward already issued or to withdraw the Reward, with immediate effect.

- 3.4. The data obtained through Registration will be used by Zehnder with due care, in confidence and in accordance with Zehnder's Privacy Statement [[website link](#)]. In addition to the above mentioned Privacy Statement, data obtained through Registration will be used for the following purposes:
- a) Sending any Rewards to the Installation Engineer and the End User;
 - b) Compliance with any warranty obligations by Zehnder;
 - c) Mailshots (email and/or post) to End Users for commercial purposes, including the boosting of sales, the promotion of events, invitations to loyalty programmes, etc.;
 - d) In as much as the details relate to the Installation Engineer: the processing of the data of the Installation Engineer in the CRM system operated by Zehnder for commercial purposes, including the targeted boosting of sales, promotion of events, invitations to loyalty programmes, etc..
- 3.5. We will store this information throughout the lifecycle of our products. This differs from product to product, but for the longest cycles, it has been set at 15 years starting from the moment of installation at the location of the End User.

4. Reward

- 4.1. In the event of a Registration in return for which Zehnder issues a Reward (see Registration Page), Zehnder will issue the Reward to the party that has registered the Product in accordance with the Registration Form for the Product in question, as soon as the Registration has been accepted by Zehnder and all conditions for Registration and Reward have been satisfied.
- 4.2. The Reward for the Registration (see Registration Page) will only be issued by Zehnder if:
- a) the Registration takes place in accordance with the requirements contained in these Registration Conditions within 2 years following the installation date or at the latest 2.5 years following the production date;
 - b) in as much as relating to a Reward to an End User: if no Reward has previously been issued to the End User according to the serial number of the Product in question;
 - c) in as much as relating to a Reward to an Installation Engineer: if no Reward has previously been awarded to an Installation Engineering according to the serial number of the Product in question;
 - d) in as much as relating to a Reward to an Installation Engineer: if no other general warranty agreements have been reached with the Installation Engineer.
- 4.3. If and in as much as a Reward represents a supplementary warranty on parts, the following warranty conditions apply:

a) If a manufacturing, construction or material fault emerges in respect of part of the Product within the warranty period, Zehnder will remove the shortcoming by repairing or replacing the faulty part, at its own premises or elsewhere, or by sending a replacement part, all at the discretion of Zehnder. All costs exceeding the obligation described above including but not restricted to transport costs, travel and accommodation costs and costs for disassembly and assembly/installation will be for the account of the party appealing to the warranty;

b) The warranty will not cover shortcomings or defects partially or fully resulting from: normal wear, failure to comply with operating and maintenance instructions, other use than the planned normal use, application of any government regulation concerning the nature or quality of the material used, inexperienced installation or any other form of inexperienced treatment;

c) If Zehnder replaces parts/products in compliance with its warranty obligation, the replaced parts/products will become the property of Zehnder;

d) The repaired or replaced parts are subject to a new warranty period of 6 months starting from the day that the replaced or repaired part is sent by Zehnder to the party appealing to the supplementary warranty, unless the warranty period of the supplementary warranty still has longer than 6 months to run.

e) An appeal to the supplementary warranty must be submitted within the warranty period. Following expiry of the supplementary warranty period, any claim against Zehnder will expire ipso jure. Legal claims must be lodged within 1 year following timely appeal to the supplementary warranty, on pain of lapse.

4.4. Zehnder reserves the right at all times to make changes to the Rewards. The Rewards applicable at the moment of acceptance of the Registration by Zehnder (see Registration Page) will be payable to the registering party, by Zehnder.

5. Liability

5.1. The liability of Zehnder in respect of the Installation Engineer in connection with Registration is expressly restricted to compliance with the obligations described in these Registration Conditions. Any compensation claim by the Installation Engineer in connection with the Registration is therefore excluded, except in the event of a liability subject to compelling law, on the basis of product liability.

6. Reservation

6.1. Zehnder at all times reserves the right to immediately cease the acceptance of Registrations, in which case the related rewards will no longer be payable.

7. Applicable law and disputes

7.1. Every Registration is subject to Dutch law.

- 7.2. In the event of a dispute regarding the Registration between Zehnder and the Installation Engineer or the end user who is not a consumer, the district court of Overijssel, location Zwolle will be exclusively competent to hear the dispute. In the event of a dispute regarding the Registration between Zehnder and the End User who is a consumer, the court competent according to the law will be exclusively competent.