



## TERMS AND CONDITIONS OF SALE

### 1. FORMATION OF CONTRACT

- 1.1 All contracts of sale made by Carlo Gavazzi UK Limited ("CG") shall be deemed to incorporate these terms and conditions. No variation or addition to these terms and conditions shall form part of any contract unless made or specifically accepted by CG in writing.
- 1.2 These terms and conditions shall override and take the place of any other terms and conditions in any document or other communication used by the Purchaser in concluding the contract with CG.
- 1.3 No quotation shall constitute an offer and no contract shall come into effect until the Purchaser's order has been accepted in writing by order acknowledgement from CG.
- 1.4 The complete or partial invalidity or unenforceability of any provision of these terms and conditions shall in no way affect the validity or enforceability of the remaining provisions; but that provision shall be deemed to be severed.
- 1.5 No waiver by CG of any breach shall operate as a waiver of any other or subsequent breach.
- 1.6 The Buyer represents and warrants to Carlo Gavazzi that Buyer's activities do not, directly or indirectly, violate any applicable Sanction Regulations. Buyer shall refrain from engaging in transactions or dealings with entities or individuals that are the subject of Sanction Regulations or are on any prohibited or restricted party lists maintained by the EU, USA, or other relevant jurisdictions. In particular Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, as amended. This restriction also applies for any other country, entity, or individual subject to applicable Sanctions Regulations.
- 1.7 All contracts shall be governed by and construed in accordance with English law.

### 2. PRICE

- 2.1 All prices in quotations, order acknowledgements or elsewhere are subject to revision in accordance with Condition 2.3.
- 2.2 The price stated is the net price for the goods (including packing) for delivery in accordance with the contract exclusive of value added tax.
- 2.3 Where goods have been imported by CG the price shown in the quotation or the order acknowledgement represents the sterling price based on the rate of exchange between sterling and the relevant foreign currency which would apply if the goods were despatched on the date of the quotation or order acknowledgement. For the purpose of invoicing a currency correction factor will be applied if necessary to the above price to take account of any change in the relevant rate of exchange between the date when the above price was calculated and the date on which the goods are actually despatched. The relevant exchange rate and correction factor will be shown, as appropriate, on the quotation, order of acknowledgement and invoice.
- 2.4 Where carriage, insurance, storage or other charges are shown separately from the price, they will nevertheless be payable by the Purchaser at the same time as if they formed part of the price and shall be treated as such a part of the price for the purposes of these terms and conditions.

### 3. PAYMENT

- 3.1 Payment shall be made in sterling in immediately available funds by the last day of the month immediately following the month in which the invoice is issued.
- 3.2 In the case of overdue payments, interest may be charged (without prejudice to any other rights of CG) on the amount overdue on a daily basis from the date of due payment until the date of actual payment at the rate of 2% per annum above the base rate from time to time of National Westminster Bank PLC.

### 4. DELIVERY

- 4.1 Whilst CG will use all reasonable endeavours to keep to any stated despatch or delivery date, such date only represents CG's best estimate thereof and CG accepts no liability whatsoever for any loss or damage resulting from delay howsoever the same shall have been caused.
- 4.2 Notwithstanding that the invoice price may include the cost of carriage, the risk in the goods sold shall pass to the Purchaser (where the goods are to be delivered by CG) upon transfer onto CG's transfer or (in all other cases) when CG notifies the Purchaser that the goods are available for collection. This provision shall apply even where the sale is made c.i.f. or on any other ex-works basis.
- 4.3 In cases where CG concludes the contract of carriage and/or arranges for the insurance of the goods for transit, CG shall be deemed to be acting solely as agent of the Purchaser and section 32 (2) and (3) of the Sale of Goods Act 1979 shall not be applicable.
- 4.4 If upon delivery the goods are found to be damaged, CG shall not in any event be liable unless:
  - (a) the Purchaser gives written notice to CG and to the carrier within 3 days of receipt of the goods; and
  - (b) the Purchaser gives CG a reasonable opportunity to arrange for the inspection of the goods in the state, condition and location in which they were delivered.Replacement of damaged goods will only be considered by CG where the requirements of paragraphs (a) and (b) have been met.
- 4.5 Unless otherwise agreed in writing CG reserves the right to deliver up to 2% more or less than the total number of items stated in or calculated from the contract and such delivery shall satisfy in full the contract from which it arose subject to an appropriate adjustment by CG to the contract price.
- 4.6 CG reserves the right (without prejudice to any other rights it may have) to charge the Purchaser any costs, charges or expenses incurred by CG as a result of any warehousing (including charges for storage in CG's own premises) carriage, insurance and/or handling in consequence of any act or omission of the Purchaser, its servants or agents or as a result of any special requirements or stipulations of the Purchaser not provided for in the contract.
- 4.7 Carriage charges:
  - Up to 3kg per consignment = £24.00
  - Up to 25kg per consignment = £40.00
  - Up to 60kg per consignment = £65.00
  - Up to 100kg per consignment = £85.00
  - Greater than 100kg costs on request

### 5. TITLE

- 5.1 Notwithstanding delivery, title to goods sold shall remain vested in CG until they have been paid for in full.
- 5.2 Further, title to goods sold shall remain vested in CG until the Purchaser has paid in full for all other goods, whether or not of the same type, delivered by CG to the Purchaser and all other moneys on any account owed by the Purchaser to CG.
- 5.3 Pending the passing of title, the Purchaser shall be the bailee of the goods for CG and shall not dispose of, charge or encumber the goods. If the Purchaser fails to make any payment under these terms and conditions when due, CG may (without prejudice to any other rights it may have) repossess the goods without notice.

### 6. CALL-OFF ORDERS AND DELAYED DELIVERIES

Call-off orders must be completed within one year from the date of the first delivery. CG reserves the right to ship the outstanding balance on the last day of the one year period to complete the contract. CG will not normally accept instructions to delay delivery of an order beyond the date given in the order acknowledgement. However, if such a delay is agreed, CG reserves the right to pass on the Purchaser any extra costs involved.

### 7. WARRANTY AND GENERAL LIABILITIES

- 7.1 CG hereby warrants that all goods sold hereunder are free from significant defect in workmanship and materials but CG's liabilities under this warranty shall be limited to making available free of charge the labour and materials to make good any such defects or, CG's option, replacing the defective goods (but excluding transport costs and travelling time and expenses of CG's engineer). CG's liability under the above warranty is also conditional upon:
  - (a) written notice being given to CG within 7 days after discovery of the defect and in any event within 24 months after (i) the date of delivery or (ii) the date on which the Purchaser is informed that the goods are ready for delivery (whichever first occurs);
  - (b) the defect not being caused while the goods are at the Purchaser's risk wholly or partly by accident, wilful default, improper storage or use, failure to follow instructions or modification by the Purchaser; and
  - (c) the goods in question at CG's request being returned to CG at the Purchaser's expense.
- 7.2 The warranty contained in Condition 7.1 is given in lieu of and, subject to Condition 7.4, shall be deemed to exclude all other warranties and conditions whether express or implied and whether arising by common law, statute or otherwise. All goods are sold on the basis that the Purchaser does not deal as a consumer within the meaning of the Unfair Contract Terms Act 1977 and that the Purchaser has satisfied itself as to the suitability of the goods for use or resale by the Purchaser in accordance with the Purchaser's specialised knowledge and skill.
- 7.3 Subject to Condition 7.4, CG shall not be liable for any loss, injury or damage of any nature whatsoever whether direct, consequential or economic, arising out of, or in connection with any goods supplied or resulting from the use thereof. The Purchaser acknowledges that this is reasonable.
- 7.4 Nothing in these terms and conditions will exclude or limit any liability of CG:-
  - (a) as to its title to the goods; or
  - (b) for death or personal injury resulting from negligence or breach of duty; or
  - (c) if and to the extent, by virtue of law, it cannot be excluded or limited.
- 7.5 The Purchaser shall not rely upon any representation concerning any goods supplied unless the same shall have been made by CG in writing.
- 7.6 While CG is not aware that any of the goods sold under these terms and conditions and/or the use thereof for their normal purchase infringe the patent or other proprietary rights of third parties in the United Kingdom no warranty is given and no obligation or liability is accepted by CG in that regard.

### 8. HEALTH AND SAFETY AT WORK

The Purchasers shall be solely responsible for and shall keep CG indemnified against any loss, liability or expense arising directly or indirectly from use of the goods other than in accordance with the uses to which a competent engineer would put goods of that description and specification (which may be contained in literature supplied by CG as to use or operation) and it is a condition of any order than any information which may have been supplied by CG about the use for which goods are designed and have been tested, about the results of any relevant tests and about conditions necessary to ensure that goods will be safe and without risks to health when properly used is publicised or displayed in accordance with CG's instructions and that the specifications of goods contained in any trade catalogues or circulars are made known to those persons who will use the goods.

### 9. ASSIGNMENT

This Agreement or any right or rights of the Purchaser hereunder may not be assigned in whole or in part without the prior written consent of CG.

## 10. DEFAULT AND FORCE MAJEURE

- 10.1 CG may (without prejudice to any other rights it may have) by notice in writing to the Purchaser, terminate any contract forthwith if the Purchaser:-
- commits any breach of any of the terms (including without limitation terms concerning the time for payment of the purchase price) of that or any other contract with CG and on its behalf to be observed and performed PROVIDED that if such breach is remediable CG has previously given to the Purchaser notice thereof and the same has not been remedied within 7 days thereafter;
  - becomes insolvent or enters into any kind of composition, scheme of arrangement or compromise for the benefit of its creditors generally or permits or suffers any process of execution or distress to be levied on its assets or any judgement against it to remain unsatisfied for 7 days;
  - (being a company) has an order made or passes a resolution for winding up or is dissolved or has an administrative or other receiver appointed of any of its assets or an administration order made against it;
  - (being an individual) dies or becomes bankrupt or is the subject of a receiving order or administration order; or
  - (being a partnership) is dissolved.
- 10.2 CG shall have the right to cancel or delay deliveries or to reduce the quantity delivered without liability to the extent that CG is prevented from or delayed or hindered in manufacturing or supplying the goods through any circumstances which are beyond CG's control or which CG could not reasonably have been expected to control or prevent including (but not limited to) any Act of God, war, act of terrorism, riot, civil commotion, embargo, strike, industrial or trade dispute, fire explosion, flood, adverse weather, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, change of law or regulation or any form of government, official or regulatory intervention.

## 11. CANCELLATION OF ORDER

CG will only accept cancellation of orders on the basis that the Purchaser is prepared to pay cancellation charges to be determined by CG. These charges will normally depend on costs incurred by CG in its attempts to complete the order as originally contracted.

### INFORMATION NOTICE pursuant to Articles 13 and 14 of Regulation (EU) 2016/679

Following the entry into force of the Regulation (EU) 2016/679 on personal data protection ("GDPR"), with this document ("Notice"), the Data Controller, as defined below, informs you about the purposes and methods of the processing of your personal data and about your rights as data subject.

This Notice is addressed to employees, administrators and contacts of the clients as legal entities whose data the Data Controller has to process in order to enter into the contract or follow it through.

#### 1. Who the data controller is

The data controller is Carlo Gavazzi UK Ltd, with registered office at 4.4 Frimley Business Park, Frimley, Surrey GU16 7SG.

You may contact the Data Controller to exercise your rights as listed in paragraph 8 below, as well as to ask for any further information, at the following email address: [privacy@carlogavazzi.co.uk](mailto:privacy@carlogavazzi.co.uk).

The Group has appointed a Data Protection Officer (DPO), who can be contacted at the e-mail address [dpo@gavazziacbu.it](mailto:dpo@gavazziacbu.it). You may contact the DPO to exercise your rights as listed in paragraph 8 below, as well as to ask for any further information.

#### 2. Which personal data we process

For the purposes set forth in this Notice, the Data Controller processes the following personal data:

- Common anagraphic data: name, surname, address, phone number, e-mail address and other contact details;
- data relating to concluding the contract.

Your personal data processed by the Data Controller is that provided directly by you or supplied by a third party (e.g. the company for which you work, client of the Data Controller). This Notice also covers the processing of your personal data supplied by third parties.

#### 3. Purposes of processing and legal basis

##### 3.1 Execution of a contract and compliance with legal obligations

The processing to which your personal data will be subjected is aimed at carrying out the activities connected to the execution of a contract for the supply of products and services (legal basis: processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract), the subsequent management of administrative, accounting and fiscal obligations and the fulfilment of obligations provided for by laws, regulations and EU legislation, as well as by any instructions given by legalised authorities and by supervisory and inspection bodies (legal basis: processing is necessary for compliance with a legal obligation to which the controller is subject).

##### 3.2 Marketing communications

The Data Controller shall be entitled to process your contact data for the purpose of sending direct marketing communications (e.g. sending of catalogues, promotions, invitations to events and other information relating to the products of the Carlo Gavazzi Group) subject to your consent (Article 6, paragraph 1, letter a) of the GDPR).

We inform you that, at any time, you have **the right to object** to direct marketing activities, by contacting the Data Controller at one of the contact details indicated in paragraph 1 of this Notice.

#### 4. Nature of the provision of personal data and consequences of a refusal to supply it

The provision of your personal data is a mandatory requirement to enter into the contract and execute it.

Your refusal to provide the requested personal data will result in the impossibility for the Data Controller to follow through your pre-contractual and contractual requests and to execute the contract.

However, the provision of your personal data for the sending of direct marketing communications is not mandatory. The refusal to provide such personal data or the decision to object to its processing for direct marketing purposes will not prevent the Data Controller from executing the contract signed with the company for which you work, but will prevent the Data Controller from sending communications related to the products and services of the Carlo Gavazzi Group.

#### 5. Period of retention of your personal data

The Data Controller will process your personal data for as long as is necessary for the management of the contract and the related legal obligations.

For marketing purposes, your contact details will be retained by the Data Controller Carlo Gavazzi Group for the whole of the period of the contract and for an additional period of 24 months as from the termination of the contract. At the end of this period such data will automatically be deleted or permanently made anonymous.

For all other purposes your personal data will be retained for a maximum period in Years as required by law, plus one, as from the termination of the contract, in accordance with the applicable law.

#### 6. Methods by which your personal data will be processed

Your personal data will be processed, pursuant to the provisions of the GDPR, by means of paper, computerized and telematic tools, strictly according to the purposes indicated above and in an appropriate way to guarantee its security and confidentiality in accordance with Article 32 of the GDPR.

#### 7. Who your personal data may be communicated to and who may get to know it

For the purposes described in paragraph 3 above, your personal data will be processed by employees who are authorized to process this data, by authorized professionals and by the Data Controller's personnel.

Your personal data will also be processed by the following third parties:

- Persons who, for various reasons, the Data Controller has recourse to for the execution of the contract;
- service providers for the management of the IT system and data storage;
- legal and/or fiscal and/or labour law consulting service providers;
- supervisory and inspection bodies and authorities.

The above subjects shall act, in some cases, as autonomous data controllers, in other cases as data processors specifically appointed by the Data Controller pursuant to Article 28 of the GDPR.

You can request a complete and updated list of those to whom your personal data may be communicated by writing to the email address: [privacy@carlogavazzi.co.uk](mailto:privacy@carlogavazzi.co.uk).

Personal data processed by the Data Controller will also be transferred outside the European Union. In any case, the Controller assures you that your personal data will be transferred to third countries that guarantee an adequate level of protection, in compliance with the specific conditions required by Articles 45, 46 and 49 of the GDPR.

Your personal data will not be disclosed to the public.

## 8. Your rights as data subject

With regard to the processing described in this Notice, as data subject and in accordance with GDPR conditions, you may exercise any of the rights included in Articles 15 to 21 of the GDPR. In particular:

- **Managing Your Information - Right of access** – Article 15 of the GDPR: the data subject shall have the right to obtain from the data controller confirmation as to whether or not their personal data is being processed and, where that is the case, access to the personal data and the following information (also by receiving a copy of the same):
  - a) the purposes of the processing;
  - b) categories of personal data concerned;
  - c) the recipients or categories of recipient to whom the personal data has been or will be disclosed;
  - d) where possible, the envisaged period for which the personal data will be stored or, if not possible, the criteria used to determine such period;
  - e) the existence of the right to request from the controller rectification or erasure of personal data or restriction of the processing of personal data concerning the data subject or to object to such processing;
  - f) the right to lodge a complaint with the supervisory authority;
  - g) the source of the personal data, if not collected directly from the data subject;
  - h) the existence of automated decision-making, including profiling;
- **Rectification of Inaccurate or Incomplete Information - Right to rectification** – Article 16 of the GDPR: the data subject shall have the right to obtain from the controller, without undue delay, the rectification of inaccurate personal data and/or the right to have incomplete personal data completed;
- **Erasure - Right to erasure** – Article 17 of the GDPR: the data subject shall have the right to obtain from the controller the erasure of their personal data without undue delay, if:
  - a) the personal data is no longer necessary in relation to the purposes for which it was collected or otherwise processed;
  - b) you withdraw your consent, and there is no other legal ground for the processing;
  - c) you object to the processing of your personal data on legitimate grounds;
  - d) the personal data has been unlawfully processed;
  - e) the personal data has to be erased for compliance with a legal obligation;
  - f) the personal data has been collected in relation to an offer from information services referred to in Article 8, first paragraph, of the GDPR.

Please note that if you request the erasure of your personal data, we may retain and use your personal data to the extent necessary to comply with our legal obligations or for the performance of a duty carried out in the public interest or in the exercise of official authority vested in the Data Controller, or for the establishment, exercise or defence of legal claims;

- **Restriction of processing - Right to restriction of processing** – Article 18 of the GDPR: the data subject shall have the right to obtain from the controller restriction of processing if:
  - a) the accuracy of the personal data is contested by you, for a period enabling the controller to verify the accuracy of the personal data;
  - b) the processing is unlawful and you oppose the erasure of the personal data and request the restriction of its use instead;
  - c) the controller no longer needs the personal data for the purposes of the processing, but it is required by you for the establishment, exercise or defence of legal claims;
  - d) You have objected to the processing pursuant to Article 21, first paragraph, of the GDPR, pending verification as to whether the legitimate grounds of the controller override yours.
- **Data Access and Portability - Right to data portability** – Article 20 of the GDPR: the data subject shall have the right to receive, in a structured, commonly used and machine-readable format, the personal data concerning yourself provided to the Data Controller and the right to transmit that data to another data controller without hindrance, if the processing is based on consent and is carried out by automated means. The data subject shall also have the right to have their personal data transmitted directly from one data controller to another data controller, where technically feasible;
- **Right of opposition** – Article 21 of the GDPR: the data subject shall have the right to object, at any time, to the processing of their personal data, based on the legitimacy of legitimate interest, including profiling, unless there are legitimate reasons for the Data Controller to continue processing which prevail over your interests, rights and freedom, or for the establishment, exercise or defence of a right in court;

**Complaints** – the data subject has the right to file a complaint to the relevant data protection authority and the right to a judicial remedy, pursuant to Articles 79 of the GDPR .

The above rights may also be exercised by contacting the Data Controller, using the contact details indicated in paragraph 1. The Data Controller will take care of handling your request and provide you, without undue delay and, in any case, no later than one month after receipt of your request, with information related to the actions taken regarding your request.

The exercise of your rights as data subject is free according to Article 12 of the GDPR. However, in the case of clearly unfounded or excessive requests, also due to their repetitiveness, the Data Controller may charge a reasonable fee, in light of the administrative costs incurred for managing your request, or refuse to satisfy your request.

Finally, we inform you that the Data Controller may request further information in order to confirm your identity.

### Consent request

Name \_\_\_\_\_ Surname \_\_\_\_\_

Company \_\_\_\_\_ e-mail \_\_\_\_\_

having read the information provided by the Data Controller pursuant to Articles 13 and 14 of Regulation (UE) 2016/679

I consent

I don't consent

to the processing of personal data provided for direct purposes, including the sending of catalogues, promotions, invitations to events and other information relating to the products of the Carlo Gavazzi Group.

Date \_\_\_\_\_

Signature \_\_\_\_\_