

## AGREED TERMS

### 1. ABOUT US

- 1.1 **Company details.** CARLO GAVAZZI UK LIMITED (company number 01540907) (we and us) is a company registered in England and Wales and our registered office and trading address is at Unit 4.4 Frimley Business Park, Frimley, Camberley, Surrey, GU16 7SG. Our VAT number is 771932902. We operate the website [www.gavazziautomation.com](http://www.gavazziautomation.com).
- 1.2 **Contacting us.** To contact us telephone our customer service team at 01276 854 110 or email [sales@carlogavazzi.co.uk](mailto:sales@carlogavazzi.co.uk). How to give us formal notice of any matter under the Contract is set out in clause 14.1.

### 2. OUR CONTRACT WITH YOU

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.

### 3. PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.
- 3.2 **B2B.** By placing your order you confirm that you are doing so to purchase Goods for use in connection with and in the course of your business and not for personal use. We do not sell to consumers. When placing your order you will be required to provide us with your VAT number which we will verify against the business name under which you are placing your order.
- 3.3 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.4 **Accepting your order.** Our acceptance of your order takes place when we send the email to you to accept it, at which point the Contract between you and us will come into existence. When the contract does come into existence, our obligation to fulfil delivery of the Goods will be conditional upon our verification and check that your VAT number is correct and linked to your business. If that check is not satisfactorily passed, we will be under no obligation to make any delivery to you and the Contract will terminate. On any such termination we will make a full refund to you of all amounts you have paid in relation to the relevant order.
- 3.5 **If we do not accept your order.** We are not under any obligation to accept any order. If we are unable to or decide not to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

#### 4. DEALING WITH PERSONS SUBJECT TO SANCTION:

4.1 For the purposes of this clause 4:

**“Sanctions”** means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by any Sanctions Authority.

**“Sanctions Authority”** means any of the United Kingdom, the European Union, the United States of America, the United Nations or any competent authority or person acting on behalf of any of them.

**“Sanctions List”** means any list issued or maintained by any Sanctions Authority designating or identifying persons that are from time to time subject to Sanctions

**“Sanctions Target”** means a person that is:

- (a) listed on a Sanctions List;
- (b) owned or controlled by a person listed on a Sanctions List; or
- (c) resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions; or
- (d) otherwise identified by a Sanctions Authority as being subject to Sanctions.

4.2 By placing an order you represent and warrant to us that:

- (a) you are not a Sanctions Target;
- (b) your activities do not, directly or indirectly, violate any applicable Sanctions; and
- (c) you will not engage in any transactions or dealings with any Sanctions Target.

4.3 Without limiting the generality of the preceding provisions of this clause 4, you will 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.

4.4 We carry out checks to monitor your compliance with the obligations in this clause 4. If in our discretion we determine that you are not so compliant or have or are in our opinion likely to act in a manner contrary to your representation and warranty in this clause 4, we will immediately terminate the contract. Following such termination we will be under no obligation to make any delivery to you and will make a full refund to you of all amounts you have paid in relation to the relevant order.

#### 5. OUR GOODS

5.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Goods. The colour of your Goods may vary slightly from those images.

5.2 The packaging of your Goods may vary from that shown on images on our site.

5.3 We reserve the right to amend the specification of the Goods:

- (a) as we decide so long as such amendment does not materially adversely affect the performance or functionality of the Goods;
- (b) if required by any applicable statutory or regulatory requirement.

## **6. DELIVERY, TRANSFER OF RISK AND TITLE**

- 6.1 When you place your order online using our website, the delivery charges will be shown and applied and an estimated delivery date shown to you. If you wish to check on delivery progress you should log into your account with us online.
- 6.2 We do not accept liability for any delay in delivery. Without limiting the generality of the foregoing sentence, such delays may be caused by HMRC or by requirements and formalities relating to importation and customs. Occasionally our delivery to you may be affected by a Force Majeure Event. See clause 13 for our responsibilities when this happens.
- 6.3 Delivery is complete as soon as the Goods have been unloaded at the address for delivery set out in your order.
- 6.4 The Goods will be at your risk as soon as delivery is complete as provided in clause 6.3.
- 6.5 Title in the Goods will only pass to you once we have received payment in full, including payment of all applicable delivery charges.
- 6.6 If we fail to deliver the Goods, our liability is limited to refunding to you the price you have paid for the Goods which were not delivered. However, we will not be liable to the extent that any failure to deliver was caused by a Force Majeure Event, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.7 If you fail to take delivery within 2 attempts have been made by our carrier, the Goods will be returned to us, your order will be cancelled and we will refund the amount you have paid in respect of the items whose delivery you did not take.
- 6.8 In relation to any question as to whether the Goods have been delivered to you, our carrier's proof of delivery will be conclusive.

## **7. NO INTERNATIONAL DELIVERY**

- 7.1 Unfortunately, we do not deliver to addresses outside the UK.
- 7.2 You may place an order for Goods from outside the UK, but this order must be for delivery to an address in the UK.

## **8. PRICE OF GOODS AND DELIVERY CHARGES**

- 8.1 The prices of the Goods will be as shown on our site at the time you submit your order. When we enter prices and other information onto our system, we take all reasonable care to ensure that the prices and other information of Goods are correct at the time. However, please see clause 8.5 for what happens if we discover an error in the price of Goods you ordered.
- 8.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 8.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT

you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

8.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process before you confirm your order.

8.5 We sell a large number of Goods through our site. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

## **9. HOW TO PAY**

9.1 You may only pay for Goods using such debit or credit cards as we from to time accept.

9.2 Payment for the Goods and all applicable delivery charges is in advance and must be made when you place your order on our website.

## **10. QUALITY, FAULTS AND WARRANTY**

10.1 You must inform us within 3 days of delivery if any there is any shortage in the quantity of Goods delivered, if the wrong Goods were delivered or if any Goods are faulty or damaged in a manner which is visible on reasonable external inspection. You must inform us of any fault damage or defect in Goods which is not visible on external inspection as soon as possible and in any event within 3 days of discovering such fault, damage or defect.

10.2 You will permit us to inspect any Goods which you say are faulty, damaged or defective and if so requested will return such Goods to us so that we may do so.

10.3 We will deliver replacement Goods where there is a shortfall in the items delivered to you. Where Goods delivered to you were faulty, damaged or defective and will at our option repair or replace such Goods or refund the price of them to you. If requested you will return faulty damaged or defective Goods to us.

10.4 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

10.5 We provide a warranty that on delivery and for a period of 24 months from delivery, the Goods will:

(a) subject to clause 4, conform in all material respects with their description; and

(b) be free from material defects in design, material and workmanship.

10.6 Subject to clause 10.7, if:

(a) you inform us in writing as soon as possible and in any event within 7 days of discovery that some or all of the Goods do not comply with the warranty set out in clause 10.5;

- (b) we are given a reasonable opportunity of examining the Goods; and
  - (c) we ask you to do so, you return the Goods to us at your cost,
- we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 10.7 We will not be liable for breach of the warranty set out in clause 10.5 if:
- (a) you make any further use of the Goods after giving notice to us under clause 10.6;
  - (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
  - (c) you alter or repair the Goods without our written consent;
  - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.8 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 10.5 to the extent set out in this clause 10.
- 10.9 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.
- 10.10 These Terms also apply to any repaired or replacement Goods supplied by us to you.

## **11. HEALTH AND SAFETY AT WORK**

- 11.1 You will ensure that the Goods are used, operated, installed, stored and handled:
- (a) only by experienced and competent personnel who are appropriately qualified and trained;
  - (b) in accordance with all guidance and/or instructions issued or given by us or the manufacturer of the Goods in whatever form;
  - (c) in accordance with good practice and relevant industry standards;
- 11.2 You will ensure that the Goods are used in a manner consistent with their design and within their specification.
- 11.3 You will ensure that you display and communicate in accordance with our instructions all specifications of the Goods and all and any information including which we supply to you regarding the use, operation, installation, storage and handling of the Goods so that all your employees, customers and any third parties whom you allow to deal with the Goods in any manner are aware of such instructions and information.
- 11.4 You will keep us, our holding company and the subsidiaries of such holding company together with all directors, employees, servants and agents of all such companies fully indemnified against all and any losses, liabilities, expenses, costs,

claims and demands arising directly or indirectly from any breach of or failure to comply with your obligations under this clause 11.

**12. OUR LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 We only supply the Goods for use by your business or resale but not for personal use or to consumers.
- 12.3 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) any other liability that cannot be limited or excluded by law.
- 12.4 Subject to clause 12.3, we will under no circumstances be liable to you for:
- (a) any loss of profits, sales, business, or revenue; or
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 12.5 Subject to clause 12.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.

**13. EVENTS OUTSIDE OUR CONTROL**

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Force Majeure Event**).
- 13.2 If a Force Majeure Event takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event. Where the Force Majeure Event affects our delivery of Goods to you, we will arrange a new delivery date with you after the Force Majeure Event is over.

**14. COMMUNICATIONS BETWEEN US**

- 14.1 Any notice given either by you to us or by us to you under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first class post or other next working day delivery service,.
- 14.2 A notice is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting.

14.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post.

14.4 The provisions of this clause 14 will not apply to the service of any proceedings or other documents in any legal action.

## 15. GENERAL

### 15.1 **Assignment and transfer.**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

15.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

15.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

15.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

15.6 **Governing law and jurisdiction.** The Contract is governed by the laws of England and Wales and you and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.