

Contract of Sale between the independent Associate and the Customer.

ASSOCIATE	
Name:	
Address:	
City, County/Post Code:	
VAT Registration No.	
Phone:	Moble:

CUSTOMER	
Name:	
Address:	
City, County/Post Code:	
Phone:	Moble:

I wish to purchase the goods detailed below from the Associate named above and I have paid the total price for the goods to the Associate. I note that I have the right to cancel this order in accordance with the notice of cancellation below. I have read, understood and consent to the collection and processing of my information as set out in the Data Protection Notice overleaf.

Customer signature: _____ Date: _____

GOODS	QTY	PRICE	TOTAL

Terms and Conditions

- Please include payment with your order. Payments by credit/debit card are payments to your ASEA Associate on whose behalf and to whose account ASEA will process such payments.
- Delivery will normally be within 30 days of your order. The total price includes delivery.
- Your contract of sale is with your ASEA Associate who is an independent seller of the ASEA range of products. The ASEA Associate is not an agent of ASEA Luxembourg Sarl.
- By signing the Application, you authorise ASEA to automatically charge your credit card for each product specified above and each order, plus shipping, handling and VAT. Credit cards may be charged up to two days prior to the shipping date. ASEA may terminate this Agreement without notice if the credit card(s) to which a Customer has authorised charges becomes expired, cancelled, or charges declined by the bank issuing the card for any reason.
- You will have an opportunity to examine and reject goods you order from us after they have been delivered to you. If for any reason you are not satisfied with your purchase, we will refund or exchange the goods, provided that you have taken reasonable care of such goods and they are in a resaleable condition and that such products are returned to us at the Associate's address set out above within 14 days of receipt of the goods by you.
- ASEA reserves the right to change the prices of any products in its product line, and to discontinue any products in its line, including those products selected as part of your order. Announcements of price changes will be issued at least 30 days before going into effect. [We will contact you if we have discontinued any products in your order OR if we discontinue any products included in your order we will, fulfil the order with the closest

- resembling products]. [ASEA will not issue advance notice of discontinued products.] VAT rates are subject to change without notice.
- If you reject the goods for any reason other than damage to or a defect in the goods, you must pay the cost of returning the goods to us and you will be responsible for their safety during transportation. If you do not return the goods to us, we shall be entitled to deduct the cost of recovering the goods from the sums we refund to you. If you reject the goods because they are damaged or faulty, we will cover the cost of recovering the goods from you.
 - Should you reject the goods you will be entitled to a full refund of the price which you paid for the goods which shall be remitted to you within 30 days of your notice of rejection of the goods having been given provided that such goods have been returned to us in a substantially similar condition as the goods were in when we delivered them to you.

Notice Of The Right To Cancel

The Associate hereby gives you the following notice of cancellation rights:

- You have the right to cancel this contract within a period of 14 days following your placing this order or up to 9 working days from the day after delivery of the products, whichever period is longer, by sending a written (including email) notice of cancellation to your Associate at the address set out below. If you wish you may use the cancellation form provided below.
- If you cancel this contract any sum paid by you or on your behalf under or in contemplation of this contract shall be repaid to you. If you have received the goods you ordered you must make those goods available to the Associate for collection and, provided you have taken reasonable care of them, you will be entitled to be repaid the amount you paid for those goods.

Detach here -----

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

To: _____

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract _____

Signed _____

Name and Address _____

Date _____

GUARANTEE

This guarantee applies only to the ASEA product range that are sold by a ASEA Associate within the United Kingdom. The Associate whose details appear above will refund or exchange any goods sold by them, which are in a resaleable condition and which are returned to their address set out above within 30 days of receipt of the goods by you. ASEA Luxembourg Sarl, whose address is ASEA Netherlands BV, Keplerstraat 34, Badhoevdorp, 1171 CD, The Netherlands, guarantees the quality of every product and will exchange, refund or replace any goods showing a manufacturing defect which is returned (within a reasonable time of receipt of the goods by you) to the Associate or, in case of difficulty, the Customer Services Department of ASEA Luxembourg Sarl at the address set out above.

NOTICE

The Associate is an independent distributor and reseller of ASEA goods, and does not act on behalf of ASEA Luxembourg Sarl. Please note that the Associate does not have authority to bind the Company and that the Company accepts no liability for the acts or defaults of any of its Associates.

The guarantee set out above and your rights of cancellation set out overleaf are without prejudice to your statutory rights.

Orders are subject to availability. Your order will be delivered to you within 30 days of placement unless you are advised that there may be a delay.

DATA PROTECTION

The information that you provide will be processed independently by [ASEA Luxembourg Sarl] (“the Company”) and your Associate (together, “we” or “us”) to process your orders and for general administration, marketing, statistical and management purposes. To do this, we will pass your details to agents and third parties who perform functions on our behalf, some of whom will be located outside the UK in particular in Luxembourg and the USA. The Customer is aware that the Company will transfer the data outside the EEA [to the USA and Luxembourg] [state if located in any other countries] and understands that countries outside the EEA may not offer the same level of protection for such data as the UK. You can request details of these agents and third parties by contacting us at the address overleaf. You agree that the Company may provide your details to an alternative Associate should your current Associate cease to be a ASEA Associate. You can obtain from us a copy of the information which we hold about you which is subject to the Data Protection Act 1998 (for which we may make a small charge) and contact us at the address overleaf to correct any inaccuracies in your information. Your Associate may contact you with details of the services, opportunities, and products we provide, invite you to functions or contact you to obtain feedback on our services and products. If you do not want to hear from your Associate in this way, please tick this box .

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