

# **DELIVERY CERTIFICATE**

SERIAL NUMBER		ENGINE No.
V.I.N.		
DEALER (stamp)	AGENT (stamp)	MODEL
Signature:	Signature:	

## **USER**

NAME			
SURNAME			
TELEPHONE		EMAIL	
ADDRESS		TOWN/CITY	
POST CODE	PROVINCE		COUNTRY
DELIVERY DATE			

The aforementioned machine equipped with the relative use and maintenance manual is being delivered to me in this moment; it will be my responsibility to read such document carefully before using the machine. In addition, my attention has been drawn to the safety devices, the relative adhesive markings bearing the safety warnings for the user, the instructions for use, the maintenance to be carried out; moreover, the warranty conditions contained in this delivery certificate have been illustrated to me. The machine has been delivered to the user complete with the use and maintenance manual; the safety devices, the adhesive markings bearing the safety warnings for the user, the instructions for use and maintenance have also been illustrated to them. The warranty conditions have been illustrated.

User Signature\_

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Signature\_

Consent pursuant to Articles 6 and 7 of Regulation (EU) 2016/679			
Having read and understood the information pursuant to art. 13 of the Regulation provided by Antonio Carraro S.p.A. on the back of this form, I consent to the processing of my personal data for the following purposes: <b>Marketing and customer satisfaction activities</b> : these include the sending newsletters and commercial communications on products, services and initiatives of Antonio Carraro S.p.A. as well as the submission of customer satisfaction surveys by email, mail or telephone, etc.			
□ YES □ NO			
Date and Signature			
Antonio Carraro S.p.A Via Caltana 24 - 35011 Campodarsego, Padova, Italy			



 tonio Carraro S.p.A. - Via Caltana 24 - 35011 Campodarsego, Padova, Italy Telefono 049 921 9 921 - http://www.antoniocarraro.com
C.F. e Partita IVA IT 00186830287 - Cap. Soc. € 2.107.320 i.v.
M/PD010221 - R.E.A. PD 126503 - Registro impr. PD060-9846



Information to end customers (through dealers) pursuant to art. 13 of Regulation (EU) 2016/679 General rules on the protection of personal data

Dear Mr/Dear Ms,

please find hereunder a brief description of the essential characteristics of the processing of your personal data by Antonio Carraro S.p.A., with headquarters in via Caltana 24, Postcode 35011, Campodarsego (PD) - Italy - Tax Code and VAT number 00186830287 in its capacity as Data Controller (hereinafter, the "**Company**" or the "**Data Controller**"). The processing will take place in compliance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (hereinafter the "*Regulation*") and of Italian Legislative Decree No. 196 of 30th June 2003 and subsequent amendments and additions (hereinafter the "*Code*").

**Personal data** refers to "any information concerning an identified or identifiable natural person"; **processing** refers to "any operation or set of operations, carried out with or without the aid of automated processes and applied to personal data or sets of personal data, such as collection, recording, organisation, structuring, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of provision, alignment or combination, limitation, cancellation or destruction".

Your personal data will be processed for the management of After-Sales services relating to the purchase of products manufactured by Antonio Carraro S.p.A., and consequently for the fulfilment and exercise of the related and mutual obligations and rights, as well as for sending, with your consent, commercial communications or contacts to obtain information on your satisfaction as regards the products and services supplied by Antonio Carraro S.p.A. We remind you that by writing to <u>privacy@antoniocarraro.it</u> you can access your data at any time, find out what data we are processing, how and for what purposes; modify the data you have provided us or delete them; demand that we limit the use of your data; revoke your consent; request to receive or transmit your personal data to another data controller. You can also lodge a complaint with the Data Protection Authority (www.garanteprivacy.it) or with the Supervisory Authority of the country where you reside, work or where the alleged violation of your data occurred.

For further detail, please refer to the detailed information provided hereunder.

#### a) Identity and contact details of the Data Controller

The Data Controller is the Company Antonio Carraro S.p.A., VAT No. 00186830287, with registered office in via Caltana 24, Postcode 35011, Campodarsego (PD) - Italy, Email privacy@antoniocarraro.it, Tel. +39 049-9219921.

#### b) Purpose and legal basis of the processing

Your personal data (biographical details, contact data and data relating to the product you have purchased), which we will collect through the dealer/distributor of our products where you have made your purchase, will be processed in compliance with the aforementioned legislation in order to:

1) manage after-sales services related to your purchase of Antonio Carraro S.p.A. products (e.g. activation of the manufacturer's warranty, requests for repair of machinery, etc.).

The provision of personal data for the aforementioned purpose is mandatory and the refusal to provide them will make it impossible for the Company to manage after-sales services. The processing of your data can take place without your consent (pursuant to art. 6, par. 1, letter b of the Regulation), as the processing is necessary to provide you with the after-sales services related to the warranty issued by our Company on the product you purchased. In addition, subject to your consent, we will process your personal data in order to:

2) contact and update you (by mail, telephone and/or email), also through newsletters or other commercial communications, on the products, services and initiatives of Antonio Carraro S.p.A. as well as to obtain information as regards your satisfaction with our products and services.

The provision of personal data for the aforementioned purposes is optional and the refusal to provide it will not entail





any consequences. The processing of personal data for this purpose will be based on your consent (where provided) (pursuant to Article 6, paragraph 1, letter a) of the Regulation. The consent is optional and can be freely revoked at any time by writing to <u>privacy@antoniocarraro.it</u>, without prejudice to the legitimacy of the processing based on the consent given before the revocation.

#### c) Recipients of your personal data

For the purposes described above, your personal data may be disclosed to the following external parties in their capacity as data controllers or processors:

- dealers or distributors of our products where you have made your purchase;
- public authorities, public and administrative bodies;
- legal, tax and accounting professionals and consultants;
- insurance companies;

- subjects who provide the Company with services instrumental to the management of the relationship with customers (e.g. providers of management applications);

- forwarding and transport companies;

- subjects who provide the Company with services instrumental to the management of customs paperwork;

- subjects who provide the Company with services instrumental to marketing activities (e.g. sending newsletters or commercial communications or carrying out *customer satisfaction* surveys).

The names of all the Data Processors appointed pursuant to Article 28 of the Regulation may be obtained by sending a request to the aforementioned addresses (see paragraph a).

Within the Company, your data will be disclosed (limited to the respective area of competence) to the persons authorised to process data belonging to the following Departments: Sales Department, After-Sales Department, Administration, Finance and Control Department, Information Systems Office. Those in charge of the Spare Parts and Logistics Warehouse will also have access to these data in the event of direct delivery of the product purchased from our Company (also through our couriers).

#### d) Non-EU transfers

For the purposes indicated above, if you reside in a non-EU country, to the Dealer / Distributor of Antonio Carraro S.p.A. from which you purchased our products, in order to manage the after-sales services in your favour.

Such transfer of your data is legitimate pursuant to art. 49, par. 1 b) of the Regulation, since it is necessary to provide you with after-sales services related to the warranty issued by our Company with respect to the product you have purchased. Any further transfers of your personal data will be made to countries that guarantee an adequate level of data protection (art. 45 of the Regulation) or on the basis of the adoption of appropriate guarantees (Articles 46 and 47 of the Regulation). By sending a simple request to <u>privacy@antoniocarrato.ita</u>, you will be able to receive more information on the transfer of the data and the guarantees provided for their protection, as well as on the means to obtain such data or the place where they were made available.

## e) Methods for processing your personal data

In compliance with the current law, the processing of your data shall be carried out through paper, computerised or telematic tools in order to guarantee their security and confidentiality and to prevent the unauthorized disclosure, use, alteration or destruction of said data.





### f) Period of retention of personal data

Within the scope of the purposes referred to in point 1) your personal data will be stored for the time strictly necessary for the management of any after-sales service activities. In any event, your personal data will not be retained for a period of more than four years after the Company has issued the warranty on the product you have purchased; after such period, said data will be destroyed or rendered anonymous, subject to the further preservation of the same data for obligations imposed by law.

As for the purposes of sending promotional material and for *customer satisfaction* activities referred to in point 2), your contact data will be used for the time necessary for the pursuit of these commercial purposes and, in any case, until the withdrawal of your consent. The data relating to the preferences expressed in the context of the *customer satisfaction* activity will be kept for a maximum of 24 months after which they will be cancelled or made anonymous.

#### g) Rights provided for in Articles 15 to 22 of the Regulation

By means of a communication to be sent to the e-mail address<u>privacy@antoniocarraro.it</u>, you may exercise the rights provided for in Articles 15 to 22 of the Regulation, including, in summary, those relating to:

- obtaining confirmation of whether your personal data are being processed;

- obtaining access to your personal data and to the information indicated in art. 15 of the Regulation;

- obtaining the correction of incorrect personal data concerning you without undue delay, or the completion of incomplete personal data;

- obtaining the cancellation of your personal data without undue delay;

- oobtaining the limitation of the processing of your personal data;

- obtaining information as regards any corrections or cancellations or limitations of the processing made in relation to your personal data;

- receiving from or transmitting to another controller your personal data in a structured and commonly used format, which may be read using an automatic device.

In particular, Your right to withdraw any consent to the processing provided at any time, and to object to any analysis activities remains in place.

For a comprehensive list of your writes, go to www.garanteprivacy.it

#### h) Complaint to the Data Protection Authority

We remind you that, should you believe that the processing infringes the provisions of the Regulation, you may file a complaint with the Data Protection Authority (www.garanteprivacy.it), or to the Authority of the country in which you normally reside or work, or of the place where the alleged violation occurred.

#### i) Contact details of the Data Protection Officer

The Data Protection Officer - DPO - of the Company may be reached at the following email address: dpo@antoniocarraro.it.

Antonio Carraro S.p.A.





# GENERAL WARRANTY TERMS AND CONDITIONS

**Antonio Carraro S.p.A.** (hereinafter referred to as A. Carraro), is an industrial company operating in the field of the manufacture and sale of tractors, machinery and equipment for agriculture and the environment. All products manufactured by A. Carraro are guaranteed to be free from manufacturing and/or assembly defects and are suitable for the intended uses. The terms of the conventional warranty are 24 months from delivery to the end customer or a maximum of 2,000 hours of use (whichever occurs first). Any repairs and/or replacements made during the warranty period do not affect the warranty terms.

The start date of the warranty period to the end customer corresponds the date of delivery of the product indicated on the delivery certificate.

# ATTENTION: to activate the warranty, the dealer must send to A. Carraro a copy of the delivery certificate signed by the customer within 30 days of the delivery date.

During the entire warranty period, **routine servicing**/ **ordinary maintenance inspections scheduled by your authorized dealer must be carried out** in accordance with the manufacturer's instructions and with what is indicated in the Use and Maintenance Manual; if not, the warranty will be cancelled or terminated.

The Dealer must record the servicing checks/inspections in the SERVICE BOOKLET supplied to the customer.

#### WARRANTY EXCLUSIONS & LIMITATIONS

All components and products by A. Carraro are covered by the warranty. The following items, instead, are excluded from the warranty terms:

■ components not manufactured by A. Carraro for which the warranty and discretion of the manufacturer or distributor of such components applies: engine (except Yanmar, handled by A. Carraro); fuel injection systems and components, tires, satellite or similar devices, radio equipment, etc. In these cases, the Dealer must activate, where required, the warranty on such products, considering that it is not activated at the same time the delivery certificate is sent to A. Carraro.

■ consumables and components which are inevitably and predictably subject to deterioration and/or wear as a result of normal use (even subject to working conditions): drive chains/belts, tires, track belts, filtering elements, braking elements, clutch elements, bulbs, fuses, brushes, distributors and oil-hydraulic pumps, hydrostatic units, mower blades, mower suction tube.

- accidental damage to glass components or glass parts exposed to shocks, impacts, etc.: lights, mirrors, glass, windows;
- second-hand machines or products, even if manufactured by A. Carraro

The warranty does not cover products by A. Carraro if they are deemed by the latter to be damaged or compromised by:

- accidents, negligence, neglect, atmospheric events or other accidents;
- work beyond the prescribed capacity or reasonably proportionate to the vehicle; misuse or use for purposes other than those for which it was intended;
- failure to carry out maintenance operations, or insufficient maintenance; failure to comply with the instructions in the Use and Maintenance Manual;
- repair and/or maintenance work carried out not in compliance with the instructions provided by A. Carraro;
- equipment, accessories and devices which preclude the proper operation and integrity of the machine;
- components, applications, transformations capable of modifying performance, efficiency or capacity;
- non-original or second-hand spare parts, even if manufactured by A. Carraro;



General Warranty Conditions - Validity from april 2022



In addition, the following shall not be refunded under warranty:

■ loss or damage suffered during the transportation of the products;

■ lubricants (in the context of the defect under warranty), if different from the original lubricants purchased from the Parts Department of A. Carraro;

■ damage related to or aggravated by maintenance and/or repair that have been postponed beyond measure due to reasons not ascribable to A. Carraro;

■ scheduled routine maintenance costs (service and inspection);

• costs for the transport of vehicles or the transfer of persons from or to the place where repair or maintenance is to be carried out;

• costs for replacement machines, direct or indirect financial losses attributable to defects on the product and/or its non-use.

The warranty terms cover only the cost of the parts used to repair the product manufactured by A. Carraro (component found to be defective and additional parts of the product by A. Carraro damaged by such defects) and the labour required to carry out such repairs.

Antonio Carraro disclaims all liability, whether direct or indirect, arising from damages of any type and/or nature other than those provided for by the law.

#### END CUSTOMER RESPONSIBILITY

The Customer undertakes to comply with the following terms and conditions:

- have routine (service/inspection) and extraordinary (repair) maintenance performed by a dealer authorised by A. Carraro;
- have the Service Booklet filled out and stamped by the dealer after maintenance has been carried out;
- store the Service Booklet and make it available in the event of surveys or audits by the "Customer Care" service of A. Carraro;
- request only original a parts and lubricants by A.Carraro, for ordinary and extraordinary maintenance operations;
- promptly report any malfunctions to the authorised dealer and facilitate any checks/interventions;
- accept the location of routine or extraordinary maintenance established by the dealer (if the repair is to be carried out in the workshop, the transport costs are to be borne by the customer, or according to the agreement between the dealer and the customer itself);
- accept the dealer's (job manager) repair methods and procedures, as well as the latter's decision on whether to repair or replace the defective part.
- is responsible for the transformation or modification of the product independently of A. Carraro, installed autonomously or by third after-market parties, as well as for the potential consequent damage.



General Warranty Conditions - Validity from april 2022