

Legrand Electric Limited – Republic of Ireland Conditions of Sale

1. GENERAL

In these General Conditions of Sale, the “Company” means Legrand Electric Limited and/or each of its subsidiary companies and/or their divisions as appropriate; the “goods” means any item of whatsoever nature (including any part or parts of them) which is to be sold or supplied by the Company including services; the “Purchaser” means the person, firm or body corporate which buys or has agreed to buy the goods; the “Contract” means the contract between the Company and the Purchaser for the sale and purchase of the goods in accordance with the General Conditions of Sale.

These General Conditions of Sale shall apply to and form part of every Contract. All orders are accepted and executed on the understanding that the Purchaser is bound by these General Conditions of Sale which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is accepted or purported to be accepted, or any such order is made or purported to be made, by the Purchaser.

No Contract shall come into being unless and until the Purchaser has accepted these General Conditions of Sale either expressly or by implication.

The Purchaser shall ensure that under all reasonably foreseeable conditions the goods are NOT supplied or made available to consumers for “Do it Yourself” purposes. The goods are for professional use only - see section 28 SAFETY.

2. LIMITS OF CONTRACT

The Contract includes only such goods, accessories and work as are specified in the quotation or acknowledgement accompanying these General Conditions of Sale.

The Company reserves the right to refuse at its discretion any order sent to the Company by the Purchaser.

3. QUOTATIONS

A quotation for the goods given by the Company shall not constitute an offer. Any such quotation shall be valid for the period set out on the quotation, unless it is withdrawn by the Company within such period. When no period is stated, the quotation is only valid for 30 days after its date. A new quotation will be required for any changes requested by the Purchaser to any goods already quoted for.

4. PRICES

- (a) The price payable for goods shall unless otherwise stated by the Company in writing be the trade price of the Company current at the date of despatch and in the case of an order for delivery by instalments the price payable for each instalment shall be the list price of the Company current at the date of despatch of such instalment.
- (b) Unless otherwise expressly stated to be firm for a period the Company's prices are subject to variation to take account of variations in wages, materials and other costs. The Company accordingly reserves the right by giving notice to the Purchaser at any time before delivery to increase the price of the goods by the amount of any increase in such costs after the price is quoted.
- (c) All prices are exclusive of Value Added Tax and this will be charged at the applicable rate and recoverable by the Company in addition to the price.
- (d) All invoiced price discrepancies must be notified by the Purchaser to the Company within 14 working days of the date of invoice.
- (e) The Company does not assume liability in any form for any changes in the Purchaser's valuation of its inventories subsequent to either a price increase or decrease (whether this be through changes in Discount, Trade Prices or any other adjustment) of its product ranges.

5. PAYMENT

- (a) The Company may invoice the Purchaser on or at any time after the Company's acceptance of an order. Unless otherwise agreed in writing payment is due without deduction on or before the last working day of the month following the date of the invoice. Settlement discount may be deducted from a payment made to the Company by the Purchaser only where the Purchaser has the written permission of the Company and payment is made within the agreed credit terms. Where the Purchaser has a purchase rebate agreement with the Company, the Company reserves the right to deduct from any rebate payment due to the Purchaser, any settlement discount incorrectly taken on payments made outside of the agreed credit terms.
- (b) Subject to Clause 5(a), payments shall be made without deduction or set off
- (c) Where the Contract provides for delivery in instalments each instalment shall be considered as a separate Contract.
- (d) Time for payment shall be of the essence of the Contract.
- (e) Without prejudice to any other rights it may have the Company is entitled to charge interest at 8% above the current Allied Irish Banks plc base rate or such other rate of interest as shall be determined under the European Communities (Late Payment of Commercial Transactions) Regulations 2002 on any overdue payments.
- (f) Additionally and without prejudice to its other rights the Company shall be entitled to recover all direct expenses reasonably incurred by the Company in collecting or attempting to collect amounts of the price outstanding.
- (g) If the Purchaser fails to make any payment when due in accordance with these General Conditions of Sale, the Company reserves the right in its absolute discretion and without prejudice to any of its other rights or remedies to suspend all further deliveries until such payment has been made in full, together with any other amounts owing to the Company whether the due date for payment has been reached or not, if so requested by the Company or, at the Company's option, to cancel the balance of the order. In either case the Company shall hold the Purchaser liable for costs incurred in respect of goods in course of manufacture or ready for despatch.
- (h) The Company shall be entitled to bring an action for the price or part thereof whether or not the property in the goods has passed.

6. PAYMENT DISPUTES AND DEBIT NOTES

The Purchaser shall operate a debit note system and apply this in accordance with the Company's disputes procedure. Debit notes shall include the Company's relevant invoice details and be notified to the Company the day they are raised and shall be considered as dated the day that they are received by the Company. Debit notes for disputes more than 5 days older than the Purchaser's payment terms will not be accepted.

Debit notes shall only be raised for the value of goods in dispute, not the whole invoice.

Settlement discount will not be allowed on monies incorrectly withheld by debit notes later rejected.

Debit notes may be raised for the following items:

Pricing errors
Delivery shortages
Faulty goods
Damaged goods
Incorrect goods supplied (i.e. not as ordered).

A returns authorisation number (RAN) must be granted by the Company and must clearly feature on the Purchaser's debit note. All debit notes are only to be sent to Legrand Head Office, Great King St North, Birmingham B19 2LF. Electronic versions of debit notes will not be accepted.

All requests to return goods must be agreed to in writing with the Company prior to a debit note being raised and a copy of the consent must be submitted with any related debit note.

The Company reserves the right to replace goods returned as faulty, in place of issuing a credit note. In circumstances where items claimed as faulty have not been opened, the goods will be returned to the Purchaser and no credit issued.

In no circumstances will consent be given by the Company for the return of special or bespoke goods.

Where the Purchaser has a purchase rebate agreement with the Company, the Company reserves the right to deduct from any rebate payment due to the Purchaser, the value of any debit notes deducted from a remittance made by the Purchaser, but subsequently rejected by the Company.

7. CREDIT FACILITIES

Any Contract shall be subject to the Company being satisfied as to the Purchaser's credit references, and without prejudice to the generality of the foregoing, the Company may (in its absolute discretion), having informed the Purchaser that the goods are ready for despatch, refrain from delivering the goods until such time as the Purchaser tenders the purchase money to the Company together with any outstanding amounts which may be due to the Company on any account whatsoever.

8. CARRIAGE

- (a) All orders will be subject to a minimum order value. Please contact the Customer Services Department for details. Where the nett value of the order exceeds this minimum the cost of delivery of the goods to the Purchaser's premises in the Republic of Ireland shall be included in the Contract price. A Purchaser requiring a delivery to a non-Eire destination should contact the Company to obtain details of carriage costs.
- (b) Shipment to site: The cost of delivery will only be borne by the Company provided the value of the order exceeds €2,000 nett on goods. Only one mutually agreed delivery will be made. If this is subsequently refused by the Purchaser all further deliveries to that site will be made at cost. A Purchaser requiring a delivery to a site for an order with a value less than €2,000 should contact the Company to obtain details of carriage costs.
- (c) The Company shall ensure that each delivery of the goods is accompanied by a delivery note that shows the order number and the type and quantity of the goods (including the code number of the goods, where applicable (“Advice Note”).
- (d) Where the Company's haulier incurs waiting time greater than 1 hour at either the Purchaser's premises or site, a carriage charge of €50 per hour will be imposed on the Purchaser.
- (e) Any failure by the Purchaser to communicate their inability to accept a delivery that leads to the Company having to re deliver the goods for a second time will incur a handling charge of 25% of the nett value of the order.

9. PACKING

Where it is necessary to despatch goods in crates, cases, pallets, stillages or skids or other such packing, a charge will be made for this. Unless otherwise specified this amount will be credited in full on the return, within one month, of such crates, skids, stillages and pallets etc. in good condition carriage paid. No charge is made for any other form of packaging and no credit will be allowed for its return.

10. LOSS OR DAMAGE IN TRANSIT

When the price quoted includes delivery, the Company shall repair or replace at the quoted rates goods damaged in transit or not delivered in accordance with the Advice Note, provided that the Company is given written notification of such damage or non-delivery within such time (being not more than 2 days) as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit, or, where delivery is made by the Company's own transport, within 2 days after receipt of the Advice Note. Upon receipt of the faulty/damaged goods at the Company's warehouse and after inspection/ testing, if the product defect found is as a result of the Company's workmanship or faulty materials, then the replacement charge will be refunded in full. Notwithstanding the above undertaking, the Company will only consider claims for alleged shortage if they are received within 2 working days of the receipt of the goods by the Purchaser together with sufficient information to enable the Company to properly identify the shortage including the Advice Note number, case number and condition of case. Where goods are collected by the Purchaser or the Purchaser's staff or agent no claim for shortage or damage will be considered. In the event of an agreed shortage on an order the goods will need to be credited and reordered. The quantity of goods

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delivered will be assumed to be correct on any Advice Note signed by the Purchaser and marked 'Not Checked'. Such goods will be invoiced in full by the Company.

11. SAMPLES

Samples will be charged for under the Company's normal terms and credited in full when returned in good condition provided prior written agreement is obtained from the Company.

12. DELIVERY

- (a) Unless accepted by the Company in writing all times or dates for delivery of the goods are given in good faith but are approximate only and shall not be of the essence of the Contract.
- (b) All times or dates for delivery shall be calculated from the date of acceptance by the Company of the order of the Purchaser, or from the date of receipt by the Company from the Purchaser of all information, instructions and drawings as shall be necessary to enable the Company to carry out the order, whichever shall be the later.
- (c) Unless otherwise stated in writing the Company shall be entitled to make partial deliveries of the goods.

13. VARIATIONS

- (a) The Company shall be under no obligation to alter or vary any part of the Contract or any work connected therewith. Any alteration to, or addition to, or amendment or other variation of the specification, including any increase or decrease in the quantity of the goods or any alteration to any drawings or to the quality, performance, weight or measurements of any goods or any alteration or variation of advised delivery schedules, shall, if requested by the Purchaser, be subject to the agreement of the Company, with such alteration or addition to the price and to delivery dates or schedules as may be required by the Company, and shall not be binding upon the Company unless and until accepted by the Company in writing.
- (b) In the event of any variation or suspension of the work by the Purchaser's instructions or lack of instructions the Company shall be entitled to adjust the Contract price to reflect any additional costs incurred, and to adjust delivery dates or schedules.

14. STORAGE

If the Company does not receive forwarding instructions sufficient to enable it to despatch the goods or make them available for collection (as applicable) within 14 days after notification that the goods are ready for delivery or collection or that they have been tested under Clause 16, the Purchaser shall thereupon take delivery or arrange for storage. If the Purchaser does not take delivery or arrange for storage as aforesaid, the Company shall be entitled to invoice and be paid for the goods as though the goods had been duly delivered or collected in accordance with these General Conditions of Sale and the Company may arrange storage either at the Company's own works or elsewhere on the Purchaser's behalf and all charges incurred by the Company as a result of such delay including storage and insurance shall be payable by the Purchaser.

15. PERFORMANCE

Any data, technical information or performance figures provided by the Company are based on tests performed under standard conditions at the Company's premises or at any other approved site. They are believed to be accurate but cannot be guaranteed under different conditions.

16. INSPECTION AND TESTS

The goods are carefully inspected, and, where practicable, submitted to its standard tests at the Company's works before despatch. If tests other than those specified or tests in the presence of the Purchaser or its representatives are required, these will be charged for. In the event of any delay on the Purchaser's part in attending tests after the Purchaser has received 7 days' notice that the Company is ready to perform the tests, the tests will proceed in the Purchaser's absence and the Purchaser accordingly here by agrees to accept and pay for such tests as if they had been performed in the Purchaser's presence.

17. DESCRIPTIVE MATTER AND ILLUSTRATIONS

All descriptions and illustrations and particulars of weights and dimensions issued by the Company in catalogues, price lists, advertising matter and forwarding specifications are by way of general descriptions and approximate only, and shall not form part of any Contract or give rise to any liability on the part of the Company.

It is the policy of the Company to endeavour to develop and improve the goods, and accordingly the Company reserves the right to change all specifications without prior notification or public announcement pursuant to such policy. Provided that nothing in this Clause shall oblige the Purchaser to accept goods that do not reasonably comply with the Contract.

18. WARRANTY AND TERMINATION

(a) The Company warrants that on delivery, and for a period of 2 years from the date of delivery ("warranty period"), the goods shall:

- (i) conform in all material respects with any applicable specification agreed by both parties in writing in advance;
- (ii) be free from material defects in design, material and workmanship; and
- (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

(b) Subject to clause 18(c), if:

- (i) the Purchaser gives notice in writing to the Company during the warranty period within a reasonable time of discovery that some or all of the goods do not comply with the warranty set out in clause 18(a);
- (ii) the Company is given a reasonable opportunity of examining such goods; and

- (iii) the Purchaser (if asked to do so by the Company) returns such goods to the Company's place of business at the Purchaser's cost,

the Company shall, at its option, repair or replace the defective goods, or refund the price of the defective goods in full.

(c) The warranty given in Clause 18(a) is subject to the following provisos, namely:

- (i) That the defects shall not have arisen through fair wear and tear, willful damage, negligence, abnormal working conditions, misuse, alteration or repair of goods by the Purchaser without the Company's approval;
- (ii) That the Purchaser shall have followed all instructions issued by the Company in relation to the goods;
- (iii) That in the case of defects which would have been reasonably apparent to the Purchaser on reasonable examination of the goods on delivery, the Purchaser shall notify the Company of the defects in writing within 14 working days of delivery;
- (iv) That in the case of any other defects, the Purchaser shall notify the Company of the defects in writing within 7 working days of the date when the defect becomes apparent and the Purchaser shall not make use of such goods after giving notice;
- (v) That where in discharge of its obligations under the warranty given in this Clause the Company agrees that the Purchaser may undertake any repair or remedial work on its behalf, the cost of such work shall be agreed in writing between the Purchaser and the Company before the commencement of any such repair or remedial work.

(d) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

(e) Clause 18(a) to Clause 18(d) shall apply to any repaired or replacement goods supplied by the Company.

(f) Nothing in these General Conditions of Sale shall limit or exclude the Company's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees agents or subcontractors; (ii) fraud or fraudulent misrepresentation; or (iii) any other matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

(g) **LIMITATION OF LIABILITY. SUBJECT TO CLAUSE 18(F):**

- (i) THE COMPANY SHALL UNDER NO CIRCUMSTANCES WHATSOEVER BE LIABLE TO THE PURCHASER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY LOSS OF PROFIT, OR ANY INDIRECT OR CONSEQUENTIAL LOSS ARISING UNDER OR IN CONNECTION WITH THE CONTRACT; AND
- (ii) THE COMPANY'S TOTAL LIABILITY TO THE PURCHASER IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THE CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE PRICE OF THE GOODS.

19. REJECTION

Unless otherwise agreed in writing, and subject to Clause 18 hereof, goods rejected as not complying with the Contract must be rejected within 14 working days of delivery to the Purchaser's premises or to such other place as the Purchaser shall have specified.

20. CANCELLATIONS

Goods ordered on a firm order cannot be considered cancelled until written consent has been obtained from the Company. Orders for bespoke goods for which manufacturing or materials sourcing has already irrevocably commenced will not be accepted for cancellation or return.

Should goods be refused at the Purchaser's premises claiming that cancellation has been approved, written evidence must be given of the Company's consent, being a copy of the Company's cancellation acknowledgement document, or the goods will still be charged and no credit will be issued. Storage and re-delivery charges for non-accepted goods will also be applied.

21. RETURN OF GOODS

In no circumstances may goods supplied against a firm order be returned without the Purchaser having first applied for and obtained the written consent of the Company. A handling charge of at least 25% of the value of goods (or €100 whichever is greater) to recover costs of re-stocking and administration will be deducted from any credit allowed by the Company. Goods that are specialised or modified in any way from standard are not eligible for return or credit.

Debit notes for return of goods must not be raised or deducted before written consent to return said goods has been obtained from the Company. Said consent may only be granted for stocked goods specified in the Company price list current at the date of consent. If unauthorised debit notes are raised and monies withheld from payment the Company reserves the right to withdraw supply of goods until the debit note is withdrawn and the monies are paid in full.

The Company will not collect goods from site. Goods returned by the Purchaser's transport or by third party carrier without the prior written consent of the Company will not be received or credited. No credit will be due for goods lost or disposed of without the Company's written consent.

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All goods returned must be in a re-saleable condition, with undamaged cartons and must be in complete box quantities/ minimum sales quantities, and must be in the Company's current price list.

22. PATENTS AND INTELLECTUAL PROPERTY

- (a) With respect to the goods, the Purchaser agrees and acknowledges:
- i) that all copyright and other intellectual property rights (including but without limitation, patent, copyright trademark, registered design or other industrial property right) in and relating to the goods supplied by the Company is the property of the Company (or its supplier as applicable) and the Purchaser agrees that it will not carry out or authorise or procure the carrying out of any act that might infringe such copyright or other intellectual property (including reproducing or authorising or procuring the reproduction of howsoever any item supplied by the Company under or by virtue of any order or contract); and
 - ii) that it is authorised to use and install the goods owned by it only for the purpose defined in the order or contract and for no other purpose whatsoever; and
 - iii) it will take all reasonable precautions to ensure that no unauthorised person may take or copy from the goods any intellectual property rights or technical specifications or copy thereof and that all persons who have access to the goods are made aware of the provision of this paragraph.
- (b) The Purchaser will indemnify the Company against all damages, penalties, costs, losses and expenses suffered by the Company or for which it may become liable in respect of the infringement of any intellectual property including (but without limitation) any patent, copyright, registered design, trade mark, trade name or know-how arising out of the Company's manufacture of goods in accordance with any specification design drawings or other data supplied by the Purchaser or its servants or agents.

23. COPYRIGHT

All drawings, descriptions and other information submitted by the Company, together with the copyright therein shall remain the property of the Company.

24. FORCE MAJEURE AND OTHER CIRCUMSTANCES

The Company shall be entitled without liability on its part and without prejudice to its other rights, to terminate the contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times for delivery, if the manufacture of the goods by the Company or the Company's suppliers, or the delivery of the goods or the performance by the Company of any of its obligations under the contract is hindered or delayed whether directly or indirectly by reason of the Purchaser failing to furnish necessary instructions or information, or by war or other hostilities, civil commotion, act of God, government action or legislation, interruption of transport, strike, lock-out or other form of industrial action (including, without limitation, labour disputes with the Company's or any sub-contractor's employees), accidents or stoppages to works, shortage of labour, materials, equipment, fuel or power, breakdown of machinery or any other cause whatsoever beyond the reasonable control of the Company or its subcontractors, whether or not such cause exists at the date of the order.

25. PASSING OF PROPERTY AND RISK

- (a) Risk of damage to or loss of the goods shall pass to the Purchaser in the case of goods to be delivered otherwise than at the Company's premises, at the time of delivery, or, if the Purchaser wrongfully fails to take delivery of the goods, the time when the Company has tendered delivery of the goods.
- (b) Notwithstanding delivery and the passing of risk in the goods, or any other provision of these General Conditions of Sale the property in the goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the goods.
- (c) Until such time as the property in the goods passes to the Purchaser, the Purchaser shall hold the goods as the Company's fiduciary agent and bailee, and shall keep the goods separate from those of the Purchaser and third parties and properly stored, protected and insured and identified as the Company's property, but shall be entitled to resell or use the goods in the ordinary course of its business. If the Purchaser resells the goods it does so as principal and not as the Company's agent and property to the goods shall pass from the Company to the Purchaser immediately before the time at which resale by the Purchaser occurs.
- (d) Until such time as the property in the goods passes to the Purchaser (and provided the goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Purchaser to deliver up the goods to the Company and, if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third party where the goods are stored and repossess the goods.
- (e) The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company, but if the Purchaser does so all moneys owing by the Purchaser to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

26. INSOLVENCY OF PURCHASER AND TERMINATION

- (a) This Clause applies if:-
- (i) The Purchaser becomes insolvent or makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - (ii) An encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Purchaser; or
 - (iii) The Purchaser ceases, or threatens to cease, to carry on business; or

(iv) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

- (b) If this Clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to terminate the Contract or suspend any further deliveries under the Contract without any liability to the Purchaser, and if the goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- (c) If this Clause applies then the Purchaser shall have a duty to immediately bring to the notice of any receiver, administrator or any such person or persons appointed, the existence of and content of Clause 25 of these General Conditions of Sale (Passing of Property and Risk) and the rights of the Purchaser to use or trade on the Company's goods is immediately terminated and any such receiver administrator or other person or persons appointed will not be entitled to use or to trade in the Company's goods unless so authorised in writing by the Company.
- (d) On termination of the Contract for any reason the Purchaser shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
- (e) Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- (f) Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

27. ARBITRATION

If at any time any question, dispute or difference whatsoever shall arise between the Purchaser and the Company upon or in relation to or in connection with the Contract, either party may give the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within 30 days of receipt of such notice, of some person appointed by the President for the time being of the Chartered Institute of Arbitrators. A submission to arbitration under this Clause shall be deemed to be a submission to a sole arbitrator pursuant to the Arbitration Act 1996 or any statutory modification or re-enactment thereof. Any such arbitration shall be held in London, England.

28. SAFETY

The Purchaser shall ensure that the goods are installed, commissioned and maintained by suitably qualified personnel in accordance with the latest edition of the IET Wiring Regulations (BS 7671), the Safety, Health and Welfare at Work Act 2005, Electricity at Work Regulations 1989 and any other Code of Practice or statutory requirement which may be in force from time to time, and in accordance with accepted practice in the industry.

Any information which is required about the potential use or installation of the goods is available on request and the Purchaser must comply with any such information given. In accordance with the provisions of the Safety, Health and Welfare at Work Act 2005 the Purchaser must make available any such information to anyone concerned.

29. EXPORTS

The conditions apply to all export sales unless otherwise varied in writing by the Company.

30. COMPLIANCE

The Purchaser acknowledges that he is acquainted with and adheres to Legrand's sustainable development and business ethics requirements, as set out in the Charter of Fundamental Principles, in the Guide to Good Business Practices and in the Charter for Fair Competition, which is available on the Legrand Group's Website - <http://www.legrandgroup.com/EN/>

The Purchaser undertakes to comply with the Legrand Group sustainable development policy especially regarding environmental protection, compliance with social and labour applicable rules and policies, occupational health and safety of its employees, ethical conduct in business relationship and more specifically prevention of corruption and compliance with competition rules.

In terms of prevention of corruption, Legrand expects the Purchaser to reject corruption in all its forms, whether public and private, active or passive. To this end, the Purchaser undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption of each country he is established in and/or he operates in.

In terms of competition law, Legrand expects the Purchaser to reject every unfair or anti-competitive practice and to demonstrate a law-abiding behaviour towards its competitors, its customers and its suppliers. To this end, the Purchaser undertakes to comply with all applicable national and international laws and regulations relating to fair competition of each country he is established in and/or he operates in.

The Purchaser undertakes to observe and to implement within its group principles of good business practices equivalent to those described in the Fair Competition Charter of the Legrand Group especially concerning prohibited vertical agreements, abuse of market power or exchanging of privileged information with competitors.

The Purchaser undertakes to comply with all laws and regulations on embargoes, economic, commercial or financial sanctions or restrictive measures applied by France, the United States, the European Union or any other applicable national legislation ("embargoes") and to obtain all licences, shipping documents and authorisations required for the resale, export or re-export of Legrand Group products.

Accordingly, the Purchaser agrees not to:

- export or re-export the goods to a country which is prohibited or subject to restrictions, without having obtained all necessary authorisations from the French,

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European or American authorities or those of any other country that imposes restrictions;

- supply the goods to persons, organisations or entities subject to restrictions by France, the European Union or any other country; or to persons, organisations or entities about which there are reasons to believe that they fail to comply fully with the national or international regulations in force;

- export or re-export the goods for the purpose of using them in sectors that are prohibited or subject to restrictions by the law and embargo regulations;

- issue or collect any financial flows without having previously notified and/or obtained the necessary authorisations from the competent authorities.

The Purchaser is responsible for obtaining all authorisations or licences as required by the export regulations and guarantees to hold the Company not liable in regard to any recourse pertaining thereto. The Company may suspend its obligations and the Purchaser's rights until such time as the authorisations and guarantees have been granted or for the period of such restrictions or prohibitions. In all events, the Company shall be able to cancel the order without thereby giving rise to any liability whatsoever with regard to the Purchaser or end-user.

31. CONFIDENTIALITY

Both the Company and the Purchaser shall keep confidential and shall not disclose without the prior written consent of the other any technical and commercial information acquired as a result of any communications between them relating to the Contract or the goods.

32. COMMUNICATIONS

All communications between the parties in respect of the Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by e-mail (with a hard copy by post).

In the case of communications to the Company to its registered office unless otherwise notified to the Purchaser by the Company; and in the case of communications to the Purchaser to its registered office (if a company) or to its address as set out in the Contract unless otherwise notified to the Company by the Purchaser.

Communications shall be deemed to have been received if sent by pre-paid first class post, 2 working days (i.e. excluding Saturdays, Sundays and bank and other UK public holidays) after posting or if delivered by hand, on the day of delivery.

33. HEADINGS

The headings used in these terms and conditions are for convenience only and shall not affect their meaning or construction.

34. GOVERNING LAW

All contracts to which these General Conditions of Sale apply, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.