

Legrand Electric Ltd – C P Electronics Division 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 14 SAFETY

1. Definitions

Company - means Legrand Electric Ltd and/or each of its subsidiary companies and/or their divisions as appropriate.

Conditions – means the terms and conditions set out herein and includes any special terms and conditions agreed in writing between the Company and the Purchaser.

Contract - means the contract between the Company and the Purchaser for the sale and purchase of the Goods in accordance with these General Conditions of Sale.

Purchaser - means the person, firm or body corporate which buys or has agreed to buy the goods.

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.

Invoice - means the document sent to the Purchaser whether verbally or in writing by the Company in demand of payment for the Goods.

Order - means an order placed by a Purchaser and accepted by the Company.

Premises - means Brent Crescent, London NW10 7XR.

Specification - means any specification whether written or oral, drawings, designs or instructions furnished by the Purchaser to the Company.

2. Orders and Specifications

2.1 Each Order shall constitute a separate Contract between the Company and the Purchaser.

2.2 The Purchaser shall be responsible for ensuring the accuracy of the terms of any Order or Specification.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by the Company.

2.4 The quantity and description of the Goods shall be as set out either in the Order or in the case where a quotation is given by the Company in the quotation. No other descriptive material, written or oral including promotional or sales literature, shall be incorporated into the Order or quotation.

2.5 The Company reserves the right to make any changes to the Goods which are required to conform with any applicable statutory or E.U. requirements.

2.6 Any typographical or other error in any document issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Price and Payment

3.1 The price of the Goods shall be the Company's quoted price or where no price has been quoted (or the quoted price is no longer valid), the price listed in the Company's price list current at the date of the Order and in any case as shown on the Invoice.

3.2 Where the value of any Order exceeds £275 nett, the cost of delivery of the goods to the Purchaser's premises on the mainland of Great Britain shall be included in the Contract price. A Purchaser requiring delivery to a non-mainland destination should contact the Company to obtain details of carriage costs.

3.3 Any Orders below £275 nett will attract a £20 minimum order charge

3.4 The Company reserves the right by giving written notice to the Purchaser at any time before delivery to alter the price of the Goods where such alteration is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, alteration of duties), any changes in delivery dates or quantities requested by the Purchaser or any delay caused by any instructions of the Purchaser.

3.5 All prices and charges are exclusive of VAT and any other applicable taxes, rates, governmental levies or duty.

3.6 The Company may invoice the Purchaser on or at any time after the Company's acceptance of an order. All prices and charges shall be due on or before the last working day of the month following the date of the Invoice. Time shall be of the essence in respect of payment of all prices and charges.

3.7 If the Purchaser fails to make any payment on the due date then, without limiting any other right or remedy available to the Company, the Company may:

3.7.1 cancel the Order or suspend any further deliveries to the Purchaser;

3.7.2 appropriate any payment made by the Purchaser to such of the Goods as the Company may deem fit (notwithstanding any purported appropriation by the Purchaser); and

3.7.3 charge interest on sums more than 7 days overdue on a daily basis (as well as before and after judgement) at a rate of 5% per annum compounded quarterly and payable on demand.

4. Delivery and Acceptance

4.1 Delivery shall be made by the Company delivering the Goods to the delivery address set out in the delivery note. Purchasers wishing to arrange collection of the Goods at the Premises can do so by prior agreement only. In all cases a correctly issued collection reference prefix must be obtained from the Company's Credit Control Department

4.2 Any dates quoted for delivery are approximate only and the Company shall not be liable for any delay howsoever caused. The Company may by written notice given to the Purchaser reschedule its delivery dates without liability.

4.3 If the Purchaser fails to take delivery or fails to give the Company adequate delivery instructions, without prejudice to any other right or remedy available to it, the Company may store the Goods until actual delivery and charge the Purchaser for any reasonable costs (including insurance) of storage. In such circumstances delivery is deemed to have taken place in the case of Goods delivered at the Premises on the date upon which the Company notified the Purchaser that the Goods were ready for collection and in the case of Goods delivered otherwise than at the Premises on the date upon which delivery was tendered by the Company.

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4.4 Any claim by the Purchaser for short delivery must be notified to the Company in writing within seven days of delivery. The Company reserves the right to charge £30 where a claim for alleged shortage is received but on investigation the goods are shown to have been correctly delivered.

4.5 Failure by the Company to deliver one or more instalments of an Order in accordance with the Conditions shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

4.6 If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Purchaser's fault, the Company's liability shall be limited to the excess (if any) of the cost to the Purchaser (in the cheapest available market) of similar Goods.

4.7 The Purchaser shall be deemed to have accepted the Goods upon delivery.

5. Returns

5.1 Goods may not be returned unless a Returned Material Authorisation 'RMA' number has been issued by the Company. Goods accepted for return are subject to a handling charge of 50% of the price of the Goods (exclusive of VAT), such charge to be paid on demand or a compensating order of 3X the value of the order being returned.

5.2 All costs of returning the Goods to the Company shall be borne by the Purchaser. Goods are returned at the risk of the Purchaser and any repairs undertaken by the Company in respect of damage caused in transit during their return will be charged to the Purchaser. All returned Goods must be accompanied by the original packing note and a copy of the RMA, together with details of the reason for return.

5.3 Any Goods in which title has passed to the Purchaser and which are returned to the Company shall become the property of the Company.

5.4 'Luminaire' and patch cords are not returnable under any circumstances.

5.5 All Goods returned must be the current version of the product within warranty and must be in good saleable condition. Where Goods are returned outside these criteria the Purchaser will be advised accordingly. Within 14 days of such notification the Purchaser shall arrange for collection of the goods from the Premises. If the Purchaser fails to arrange for collection of the Goods within 14 days of such notification the Company will be entitled to dispose of the Goods.

5.6 Any non-standard labelled or packaged product cannot be returned.

6. Title and Risk

6.1 Title shall pass to the Purchaser on payment in full of the price of the Goods and of any other sums due and payable by the Purchaser at any time.

6.2 The Company shall be entitled to recover the price and any other sums due notwithstanding that title in the Goods has not passed to the Purchaser.

6.3 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

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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.

6.4 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.

6.5 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 money owing by the Purchaser to the Company shall (without prejudice to any other rights or remedy of the Company) forthwith become due and payable.

6.6 Risk of damage to or loss of the Goods shall pass to the Purchaser, in the case of Goods delivered at the Premises at the time when the Company notifies the Purchaser that the Goods are available for collection or, in the case of Goods to be delivered otherwise than at the Premises at the time of delivery.

7. Warranty

7.1 The Company warrants that on delivery, and for a period of 5 years from the date of delivery ("warranty period") the Goods shall:

7.1.1 conform in all material respects with any applicable specification agreed by both parties in writing in advance;

7.1.2 be free from material defects in design, material and workmanship; and

7.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)

7.2 Subject to clause 7.3 if:

7.2.1 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 7.1;

7.2.2 the Company is given a reasonable opportunity of examining such Goods; and

7.2.3 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.

7.3 The warranty given in Clause 7.1 is subject to the following provisos, namely:

7.3.1 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;

7.3.2 that the Purchaser shall have followed all instructions issued by the Company in relation to the Goods;

7.3.3 that in the case of defects which should 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;

7.3.4 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;

7.3.5 that when 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

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agreed in writing between the Purchaser and the Company before the commencement of any such repair or remedial work.

7.4 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.

7.5 Clause 7.1 to Clause 7.4 shall apply to any repaired or replacement Goods supplied by the Company except that in the case of repaired Goods, the 5 year period referred to in Clause 7.1 shall be replaced by the unexpired period of the warranty.

7.6 The Company shall have no liability for defects in the Goods arising or resulting from parts, materials, or equipment not manufactured by the Company in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

7.7 The Company shall at its sole discretion be entitled to supply an advance replacement of the defective Goods. For the avoidance of doubt it is confirmed that the Company has no obligation to supply an advance replacement of the defective Goods. In the event that an advance replacement is supplied and the Goods are not defective the Purchaser shall be liable to pay the price of both the advance replacement and the Goods.

8. Intellectual Property Rights

8.1 Subject to clause 8.2 in the event that any claim is made against the Purchaser for infringement of intellectual property rights arising directly from the use or sale by the Purchaser of the Goods, the Company at its own expense shall conduct any ensuing litigation and all negotiations for settlement of the claim. The Company will bear the cost of any payment made in settlement of or as a result of an award in a judgement against the Purchaser.

8.2 The Purchaser shall give to the Company at the earliest possible opportunity notice in writing of any claim being made or action threatened or brought against it, shall make no admission of liability or take any other action in connection therewith, shall permit the Company to have conduct of the claim pursuant to clause 8.1 and shall (at the Company's expense) give all reasonable information, co-operation and assistance to the Company (including without limitation lending its name to proceedings) in relation to the conduct of the claim. If it is made a condition of any settlement made by the Company of any judgement awarded against the Purchaser pursuant to clause 8.1, the Purchaser shall return or destroy as applicable all infringing Goods still under its control subject to a refund by the Company of any payment for such Goods already made less a reasonable allowance of a depreciation of the Goods by reason of their use (if any) by the Purchaser prior to their return or destruction aforesaid.

8.3 The provisions of clause 8.1 shall not apply to any infringement caused by the Company having followed a Specification nor to any use of the Goods in a manner or for a purpose which shall have been specifically prohibited in writing by the Company nor to any infringement which is due to the use of the Goods in association or combination with any other product.

8.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a Specification the Purchaser shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of any claim for infringement of any intellectual property rights whatsoever which results from the Company's use of the Specification.

8.5 With respect to the Goods, the Purchaser agrees and acknowledges:

8.5.1 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

8.5.2 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

8.5.3 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.

9. Liability

9.1 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

9.2 LIMITATION OF LIABILITY. SUBJECT TO CLAUSE 9.1

9.2.1 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

9.2.2 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.

10. Force Majeure

Neither party shall be deemed to be in breach of these Conditions or otherwise liable to the other for any delay in performance or any non-performance of any obligations hereunder (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event or circumstance beyond the reasonable control of that party.

11. Insolvency of Purchaser and Termination

11.1 This clause applies if:

11.1.1 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

11.1.2 an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Purchaser; or

11.1.3 the Purchaser ceases, or threatens to cease, to carry on business; or

11.1.4 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

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11.2 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.

11.3 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 6 of these General Conditions of Sale (Title 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.

11.4 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.

11.5 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.

11.6 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.

12. Assignment

The Agreement is personal to the Purchaser and may not be assigned or otherwise transferred without the written consent of the Company.

13. Waiver

No forbearance, delay or indulgence by the Company in enforcing the provisions herein shall prejudice or restrict its rights nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right or remedy herein conferred upon or reserved for the Company is exclusive of any other right, power or remedy available to it and each such right, power or remedy shall be cumulative.

14. Safety

The Purchaser shall ensure that the Goods are installed, commissioned and maintained by suitably qualified personnel and where applicable in accordance with the latest edition of the IET Wiring Regulations (BS 7671), the Health and Safety at Work Act 1974, 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 Health and Safety at Work Act 1974 the Purchaser must make available any such information to anyone concerned.

15. Compliance

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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, 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.

16. 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.

17. Communications

17.1 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 e-mail (with a hard copy by post).

17.2 In 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.

17.3 Communications shall be deemed to have been received if sent by pre- paid first class post, two 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.

18. Entire Agreement

18.1 These Conditions constitute the entire and only agreement between the parties and supersede any and all prior proposals, agreements negotiations and discussions between the parties.

18.2 The Purchaser acknowledges that in entering into the Contract it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly herein provided and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

19. Partial Invalidity

If any provision herein proves to be legally invalid this shall not affect the validity of the remaining provisions hereof which shall continue in full force and effect.

20. Variation

These Conditions may not be varied or amended unless such variations or amendments are agreed in writing by both parties.

21. General

21.1 Any reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

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21.2 Any reference to a party includes a reference to its successors in title and permitted assigns.

22. 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 the laws of England and the parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English Courts.