

## 1. GENERAL PROVISIONS - ACCEPTANCE

- 1.1** The acceptance of the purchase order ("**Order**") placed by the Schneider Electric company referenced on the Order ("**Schneider Electric**") by the company providing the products, deliverables and/or services ("**Supplier**") constitutes acceptance of these General Purchasing Terms and Conditions ("**GPTC**"), which govern the contractual relations between Schneider Electric and Supplier, subject to the specific terms of the Order for products, deliverables and/or services as set out in the Order ("**Supplies**") and to the exclusion of any other terms that the Supplier seeks to impose, or which are implied by law, trade, custom, practice or course of dealing. For purposes hereof, Schneider Electric and the Supplier are collectively referred to as the "**Parties**" and individually as a "**Party**".
- 1.2** The Order shall be deemed accepted by the Supplier five (5) business days after its receipt, unless reservations are sent within this timeframe, in writing to the Schneider Electric contact person referenced on the Order.
- 1.3** The Supplier shall examine all documents/drawings and any other information provided by Schneider Electric and the Supplier will report any mistake/omission/non-compliance that it discovers within five (5) business days of receipt of the Order. If Supplier fails to do so within the allotted time, Supplier shall bear all consequences of those mistakes/omissions/non-compliance at its own expense and risk.

## 2. DELIVERY – ACCEPTANCE OF DELIVERY

- 2.1** Supplier shall deliver to and/or perform the Supplies at, the delivery address and at the time and prices specified in the Order.
- 2.2** Delivery terms for the Supplies (products and deliverables) shall be DAP Incoterm for cross-border delivery and CPT Incoterm for domestic delivery (Incoterms ICC 2020) to Schneider Electric's delivery point. Stated shipping procedures and quantity commitments are fundamental terms of the Order. The effective delivery date is the date stamped by the receiving agent of the Supplies on the receipt slip (or delivery slip), duly signed by one of its authorised representatives.
- 2.3** If an acceptance procedure is provided for under the specific terms of the Order, Supplier shall request certification from Schneider Electric representing that it accepts (with or without reservations) the Supplies.
- 2.4** Time of delivery and performance by the Supplier is of the essence. Supplier's failure to comply with such requirements shall entitle Schneider Electric, in addition to any other rights or remedies, to reject the Supplies, cancel the Order without liability and return the Supplies (products and deliverables) and reject the Supplies (services) at Supplier's expense.
- 2.5** Schneider Electric shall have the right to reject all Supplies as provided in Articles 2.4 and 2.6. Where Supplies are rejected and without prejudice to any other rights or remedies available to Schneider Electric, including the right to claim damages, Schneider Electric may: (a) unilaterally terminate, in part or total, the Order for breach by the Supplier; or (b) require the Supplier to promptly replace the Supplies. Any rejected Supplies shall be considered as not having been delivered/accepted and Schneider Electric may also charge liquidated damages as set out in Article 3 below.
- 2.6** Without prejudice to any other rights or remedies available to Schneider Electric, including the right to claim damages, Schneider Electric may also reject Supplies as follows:
- (a) For early deliveries at any time up to one (1) month after unloading at the place of delivery; and/or
  - (b) For failing to comply with the specifications of the Order.

If Schneider Electric rejects the delivery as per (a) and/or (b) above, the Supplier shall issue a Return Material Authorization ("**RMA**") number. If the Supplier fails to issue an RMA number within five (5) business days, Schneider Electric shall have the right to return the Supplies without an RMA number and with Schneider Electric's choice of shipping options at the Supplier's expense.

- 2.7** Unless otherwise authorised by Schneider Electric in writing and in advance, all parts and components used in the Supplies must be brand new and must comply with all requirements set out in the Order, including those regarding the materials to be used. The Supplier may not make any changes (add, substitute, remove) to any parts and/or components without Schneider Electric's prior written consent.

### 3. LEAD-TIMES – LIQUIDATED DAMAGES

- 3.1** In the event of delays in delivery or acceptance, which are not attributable to:

- (a) An event beyond the control of a Party (or any person acting on its behalf), which could not have been foreseen by such Party (or such person), or if it could have been foreseen was unavoidable, and includes acts of God, epidemics, pandemics, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources ("**an Event of Force Majeure**"); or
- (b) Schneider Electric's wrongful conduct,

the Supplier shall owe liquidated damages for delay calculated on the total amount of the relevant Order at a rate of 0.5% per calendar day of delay up to a maximum of 10% of this amount. The Parties agree that the liquidated damages are a genuine negotiated pre-estimate of Schneider Electric's loss resulting from delay in delivery or acceptance and will not be regarded as a penalty. The Supplier has the right to prove that Schneider Electric did not suffer any damage or that the damage was less than described above. Over and above this maximum limit and without prejudice to any other rights or remedies available to Schneider Electric, Schneider Electric reserves the right to:

- (a) Claim its actual loss from the Supplier; and/or
- (b) Unilaterally terminate, in part or total, the Order for breach by the Supplier, with, in this case, the extent of the delay being considered a default of the Supplier.

- 3.2** Any partial or non-compliant delivery of all or part of an Order will be deemed a late or non-delivery under these GPTC.

- 3.3** Delays in delivery for thirty (30) days or more will be considered non-delivery and Schneider Electric shall have the right to purchase similar Supplies from another supplier, with all attributed costs and expenses including the difference in the cost of Supplies purchased from the new supplier, as well as all costs and expenses incurred by Schneider Electric associated with the purchase of the Supplies from Supplier which is deemed non-delivery, to be borne by the Supplier. Along with this, the Supplier shall reimburse Schneider Electric for all costs and losses incurred.

### 4. MODIFICATIONS AND CHANGES TO SUPPLIES

- 4.1** Schneider Electric may request changes to the quantity, delivery/acceptance dates and/or substance of the Supplies during the Order fulfilment process. Any such changes must be recorded in an amendment negotiated between Schneider Electric and Supplier setting out, where applicable, the new quantity, contractual deadline for delivery/acceptance and the corresponding price adjustments. If the Parties fail to agree in writing on that

amendment within fifteen (15) calendar days of the request for changes submitted by Schneider Electric, the latter will have the right to impose those changes provided that it pays the Supplier, where applicable, any price supplement it deems reasonable without affecting the Supplier's right to challenge that amount.

**4.2** The Supplier shall inform Schneider Electric in writing ("**Manufacturing Notice**") of any decision to discontinue the availability of Supplies and of any changes made to the Supplies or to its manufacturing or supply chain processes (including any changes in its or its sub-contractors' processes, the location of its plant(s), the procurement of raw materials, critical parts or components and/or the Supplies' design) which may impact the Supplies' technical specifications, compliance with standards, lifecycle, reliability, quality or availability. The Supplier shall inform Schneider Electric in writing (with details) no later than eighteen (18) months prior to the discontinuance date or the date scheduled for the implementation of any such change, as appropriate. Schneider Electric reserves the right to refuse any such change and, therefore terminate any on-going Order pursuant to Article 19.2. Schneider Electric shall thereafter have the opportunity to purchase such requirements of the Supplies as it deems necessary. In any case, the Supplier remains fully liable for the compliance of the Supplies to the relevant Order and for the consequences of any such changes. Otherwise, Schneider Electric has the right to purchase similar Supplies from another supplier, with all attributed costs and expenses, including the difference in the cost of Supplies purchased from the new supplier, as well as all costs and expenses incurred by Schneider Electric associated with the purchase, to the Supplier. Schneider Electric shall have the right to purchase quantities of such Supplies to the greater of the quantities: (a) purchased by Schneider Electric in the twelve (12) months prior to receipt of the Manufacturing Notice, or (b) forecasted by Schneider Electric for the twelve (12) months after the Manufacturing Notice is received. Schneider Electric will place an Order for such last time buys at least thirty (30) days prior to the end of the Manufacturing Notice period and Schneider Electric will take delivery of such Supplies within twelve (12) months of placement of such Order.

**4.3** The Supplier acknowledges that the Supplies will be installed, delivered or performed in areas already affected by, or that may be affected in the future by, COVID-19 or any future variants, or other epidemics/pandemics and that the situation may trigger stoppage, hindrance or delays in Schneider Electric's capacity to accept such Supplies or perform any of its obligations under these GPTC, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by Schneider Electric as preventive or curative measures to avoid harmful contamination exposure of Schneider Electric's employees. The Supplier therefore recognizes that such circumstances shall excuse performance by Schneider Electric of any of its obligations under these GPTC and allow for the cancellation or delay of any Order by Schneider Electric without any penalties or any other damages or termination for default.

## 5. TRANSFER OF RISKS AND TITLE

**5.1** The transfer of risk in, and title to, the Supplies take place upon delivery of the Supplies and acceptance by Schneider Electric irrespective of any Incoterms. If an acceptance procedure is provided for, the Supplier continues to bear the risks affecting the Supplies until Schneider Electric issues an acceptance certificate without reservations. In all cases, the Supplies are transported at the Supplier's risk.

## 6. MARKING, PACKAGING AND DOCUMENTATION

**6.1** The Supplier shall comply with the provisions of Regulation EC 765/2008, Decision 768/2008/EC, Regulation (EU) 2019/1020 and the harmonised EN IEC 63000:2018 standard and all associated implementing legislation, including the manufacturer's obligation to issue a declaration of conformity in the form of appropriate technical documents.

**6.2** The Supplies are delivered with the packaging suitable for that type of Supplies and in packaging that provides adequate protection, in particular against the risk of bad weather, corrosion, vibrations, loading or unloading

accidents and the constraints of carriage and storage operations, to ensure their proper preservation. That packaging must comply with standard industry practice and any specifications set out in the Order. Unless otherwise provided for, the packaging is not subject to a deposit but, if this were the case, it shall be returned at the Supplier's expense.

- 6.3** The packaging used for the Supplies must meet the requirements set out in the applicable EU directives and regulations and those set out in the applicable statutory and regulatory provisions of domestic law.
- 6.4** The Supplier must be in a position to present to Schneider Electric and any control officers a written declaration of compliance for the packaging used.
- 6.5** The Supplies must be delivered with the documentation required for their use, maintenance and servicing and, any other documentation required under the Order and/or applicable standards.

## 7. VERIFICATION

- 7.1** The Supplier is responsible for verifying and certifying the compliance of the Supplies with the conditions applicable to it under Schneider Electric's specifications, knowledge of which Supplier acknowledges. Under no circumstances shall the verification work carried out by Schneider Electric prior to, during or after delivery/acceptance discharge the Supplier from this obligation.
- 7.2** The Supplier is solely responsible for obtaining all authorisations and certifications required in connection with the design, manufacturing, carriage, installation, inspection and testing of the Supplies, from the appropriate administrative authorities.

## 8. SHIPPING

- 8.1** With any shipping of the Supplies, the Supplier shall send to Schneider Electric an advance shipping notification including a copy of the dispatch note, the reference numbers, the date of the Order, the number of parcels and an exact description of the shipped Supplies. The original of this note shall accompany each shipment of parcels, together with the certificates of conformity, the verification reports, a commercial or pro forma invoice, all required security-related information needed for the import of the goods; and copy of the bill of lading, airway bill, truck bill of lading, or other carrier certificate where the Schneider Electric entity acts as the importer of record.
- 8.2** Supplier agrees to adopt or integrate Schneider Electric digital tools for Order management if Schneider Electric specifically requests Supplier to do so.

## 9. INVOICING

- 9.1** Any invoice shall be sent to the invoicing address mentioned in the Order and shall contain Schneider Electric's references and those of the corresponding Order, including the Schneider Electric Order Number. Each invoice relates to only a single Order and shall include the description of the Supplies invoiced, and the unitary prices and quantities delivered. Supplier shall separately identify transportation/delivery costs in the quote as well as invoices and only charge Schneider Electric for actual costs. Schneider Electric shall have the right to perform an audit as provided in Article 26 and to claim back any amount that is overcharged as evidenced in the audit.
- 9.2** Schneider Electric reserves the right to suspend payment of any invoice which fails to comply with regulatory provisions and/or those of this Article 9. Schneider Electric will issue a debit note or an invoice to the Supplier for any discrepancies in the quantity or quality of the Supplies delivered or the price invoiced. The Supplier must notify any challenge to the debit note or invoice within forty-five (45) calendar days of issue and if no challenge is notified

within that time, it will be deemed to have accepted the debit note or invoice and must issue the corresponding credit note or make the corresponding refund within five (5) business days.

#### 10. PRICES AND TERMS OF PAYMENT

- 10.1** Unless otherwise provided in the Order or as otherwise limited or excluded by applicable law: (a) all prices mentioned in the Order are firm and non-revisable and are understood as being carriage paid, inclusive of packaging, insurance, and delivery expenses, and exclusive of VAT, (b) Supplier will not invoice Schneider Electric before Schneider Electric has accepted the Supplies, and (iii) all payments must be made within ninety (90) days from the invoice date (net 90). The payment of any amounts corresponding to any debit notes issued by Schneider Electric for the Order will be suspended until Schneider Electric has received the corresponding credit note.
- 10.2** Supplier hereby authorizes Schneider Electric to set-off and deduct any and all liabilities, debts and claims Supplier or its affiliates now or hereafter owe to Schneider Electric. Schneider Electric shall have the right to perform an audit as provided in Article 26.
- 10.3** At Schneider Electric's choice, the Supplier may be paid either by Schneider Electric or Boissière Finance, to which Schneider Electric has granted a mandate to pay its suppliers.
- 10.4** Under no circumstances may payments made by Boissière Finance cause it to assume the rights and obligations of Schneider Electric vis-à-vis the Supplier under the Order, as a result, the Supplier may not make any claim or institute any proceedings against Boissière Finance concerning the Order, its performance, or the resulting consequences.

#### 11. ASSIGNMENT, FACTORING OF ACCOUNTS RECEIVABLES

- 11.1** The Supplier shall not assign/transfer the whole or part of the rights and/or obligations under the Order without Schneider Electric's prior written consent.
- 11.2** The Supplier shall not assign, transfer, or factor the whole or part of its receivable under the Order without prior written consent of Schneider Electric's Supplier Accounts Department. Should the Supplier have signed a factoring contract and have duly notified and received Schneider Electric's written consent thereof, all its invoices shall be paid to the factoring company with which it concluded the contract and Schneider Electric shall not owe the Supplier.

#### 12. SUBCONTRACTING

- 12.1** The Supplier may not sub-contract all or part of an Order unless it has obtained Schneider Electric's prior written consent. Schneider Electric reserves the right not to approve the sub-contractor proposed by the Supplier. If the Supplier sub-contracts all or part of an Order without Schneider Electric's prior written consent, Schneider Electric may terminate the Order without prejudice to any damages that Schneider Electric may be entitled to claim.

#### 13. MOULDS, TOOLS, TEST RESOURCES

- 13.1** Any moulds, tools, or test resources ("**Equipment**") manufactured specifically in the context of performing the Order becomes the exclusive property of Schneider Electric as soon as it is created and may only be used by the Supplier to meet Orders placed by Schneider Electric. If it is deposited in the Supplier's premises, this Equipment shall have an ownership plate in Schneider Electric's name affixed to it, and it shall be immediately returned to the latter in good working order, at its request. The Supplier is responsible for maintenance and routine repair work to the Equipment at its expense. It shall be the custodian of the Equipment, at its risk, and ensure that it is sufficiently covered by its own insurance policies.

**13.2** If a loss occurs, the Supplier shall restore the Equipment to its original condition, at its own expense and as swiftly as possible, unless the Equipment is unrepairable, in which case it shall compensate Schneider Electric for its fair market value, which may not be less than twenty-five percent (25%) of its replacement value.

#### **14. WARRANTY**

**14.1** The Supplier warrants that the Supplies will be free from any defect in design, performance, material, manufacturing, or workmanship for twenty-four (24) months commencing on the date of delivery or acceptance, where an acceptance procedure is required, whichever is later. If Schneider Electric or Schneider Electric's customer or end user discovers a defect in or problem with the Supplies, the Supplier undertakes to repair or replace the Supplies, at Schneider Electric's option, in its environment at its expense (including any travel, dismantling/re-assembly expenses) so that the latter operates in full compliance with the Order and the use for which it is intended.

**14.2** Supplier further represents and warrants that:

- (a) the Supplies:
  - (i) are transferred to Schneider Electric with good and merchantable title and free and clear of all liens, claims and encumbrances;
  - (ii) and the use of Supplies does not infringe any third party rights;
  - (iii) are of good quality, merchantable and free from defects in design, material and workmanship and is fit for the known purposes for which purchased;
  - (iv) conform to Schneider Electric's specifications, the Order, and/or the sample approved by Schneider Electric;
  - (v) are completed in a timely, competent, and efficient manner; and
  - (vi) comply with all applicable laws, including, without limitation, applicable industry codes and standards; and
- (b) Supplier has the requisite financial condition to fulfil the Order.

**14.3** The foregoing warranties shall survive inspection, delivery, and payment, and shall run in favour of Schneider Electric and its customers. No payment, inspection, acceptance, test, delay, use, resale, or failure to inspect, test or discover any defect or other nonconformance shall relieve Supplier of any of its obligations under the Order or impair any rights or remedies of Schneider Electric.

**14.4** If a claim is made under this warranty and the Supplier fails to correct the defect within fifteen (15) calendar days of Schneider Electric's claim, Schneider Electric reserves the right to correct or replace it directly or through a third party, acting in the place of the Supplier and at the Supplier's own expense and risk.

**14.5** Any service provided and/or any item replaced/ repaired under this warranty will be covered by this warranty for twenty-four (24) months from the date on which the service is furnished or the item is replaced on the terms set out above. This warranty covers all parts/services other than those treated as consumables, with a useful life of less than twenty-four (24) consecutive months.

**14.6** The Supplier shall deliver all spare parts for ten (10) years as from delivery/acceptance of the Supplies.

#### **15. INDEMNITY**

**15.1** Supplier will indemnify, keep indemnified and hold Schneider Electric, its affiliates, successors, customers (whether direct or indirect), officers, employees, agents and sub-contractors harmless in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis) judgments, costs (including costs of enforcement) and expenses which Schneider

Electric, its affiliates, successors, customers (whether direct or indirect), officers, employees, agents and sub-contractors incur or suffer directly or indirectly in any way whatsoever as a result of or in connection with a breach of, or a failure to perform or detect or delay in performance or negligent performance of, any of the Supplier's obligations under these GPTC or the Order.

## 16. INTELLECTUAL PROPERTY

- 16.1** Each Party owns or has a license to use its respective patents, copyrights, trademarks, design rights, trade secrets, know-how and other intellectual property and proprietary rights ("**IP Rights**") created or developed prior to entering into the Order including all modifications, improvements or changes in or to such pre-existing IP Rights. To the extent that any pre-existing materials are contained in or used in connection with the Supplies ("**Pre-existing IP**"), Supplier grants to Schneider Electric a worldwide, irrevocable, non-exclusive, fully paid, royalty-free right and license to and to authorize others to use, execute, reproduce, display, perform, distribute and prepare derivative works of such Pre-existing IP.
- 16.2** The Supplies, including all deliverables, findings, inventions, know-how, software and intellectual works designed or developed in the course of performing pursuant to the Schneider Electric Order and all associated intellectual property rights ("**Results**"), become the exclusive property of Schneider Electric in consideration for the payment of the agreed price.
- 16.3** Accordingly, the Supplier shall:
- (a) Assign to Schneider Electric, as and when created all of the Results and all of the corresponding intellectual/industrial property rights including, but not limited to:
    - (i) The right to use the Results in any place, for all purposes and for an unlimited number of users,
    - (ii) The right to reproduce as many copies of the Results as Schneider Electric deems fit, on any type of medium and using any means, now known, or hereafter devised,
    - (iii) The right to display the Results, using any processes now known or hereafter devised and/or on any type of medium, free of charge or against payment,
    - (iv) The right to adapt and/or modify all or part of the Results directly or using any third party of its choice, and
    - (v) The right to directly or indirectly sell and/or distribute all or part of the Results, free of charge or against payment, in any form, using means and on any type of medium.
  - (b) Provide to Schneider Electric, on request, the source and object programs/codes for the software forming part of the Results and any associated documentation;
  - (c) Not file any application to register any industrial property rights in the Results and acknowledges that Schneider Electric is the only person authorised to take the necessary steps to establish and protect its rights in the Results. Accordingly, the Supplier undertakes to provide Schneider Electric with such assistance as it may require allowing it to protect and defend and exploit the Results; and
  - (d) Not directly or indirectly exploit the Results, for any purpose other than the fulfilment of the Order.
- 16.4** The rights assigned under this Article 16 are assigned worldwide, for the entire period of statutory protection afforded to the intellectual property rights in the Results, and in accordance with all relevant legislation and international agreements applicable in that respect.
- 16.5** The Supplier shall indemnify and hold Schneider Electric and its affiliates, successors, customers (whether direct or indirect), officers, employees, agents and sub-contractors, harmless from and against any and all legal action taken by third parties based on (alleged or established) acts of infringement and/or claiming intellectual property rights

in the Supplies and/or Results delivered in fulfilment of the Order ("**IPR Claim**"). If such action is taken against a Schneider Electric group company, the Supplier shall indemnify, keep indemnified and hold harmless Schneider Electric, Schneider Electric's customers, officers, employees, agents and sub-contractors in full and on demand from and against all liabilities (including tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including enforcement costs) and expenses which Schneider Electric, Schneider Electric's customers, officers, employees, agents or subcontractors incur or suffer directly or indirectly in any way whatsoever as a result of or in connection with that IPR Claim (including the defence and all settlement of such IPR Claim).

## 17. CONFIDENTIALITY

- 17.1** Any information (excluding any information that falls within the exclusions set out in Article 17.5), regardless of its nature or its support medium (whether written, oral, in electronic form or any other media), exchanged between the Parties, or to which either Party may have access in the context of the Order, shall be considered by the recipient Party ("**Recipient**") as being strictly confidential and exclusively reserved for performing the Order, to the exclusion of any other use ("**Confidential Information**").
- 17.2** The Recipient will:
- (a) Keep the Confidential Information secret, safe and secure and will only disclose it in the manner and to the extent expressly permitted by these GPTC or the Order; and
  - (b) Use the Confidential Information only to the extent necessary for the performance of its obligations under these GPTC or the Order.
- 17.3** The Recipient may disclose Confidential Information:
- (a) To such of its officers and employees and, in Schneider Electric's case, agents and sub-contractors, who need access to that Confidential Information to comply with its obligations under these GPTC, provided that, in Supplier's case, Supplier shall procure that such officers and employees comply with this confidentiality undertaking and shall be liable to Schneider Electric therefore; and
  - (b) To the extent necessary to be able to refer a dispute for resolution in accordance with Article 29.
- 17.4** Any Confidential Information provided by Schneider Electric will remain the property of Schneider Electric and/or Schneider Electric affiliates. Any disclosure of Confidential Information by Schneider Electric may not be construed, in any circumstances whatsoever, as expressly or impliedly granting the Supplier any right to use or any title to the materials, inventions and/or discoveries covered by that Confidential Information.
- 17.5** The Recipient's obligations under this Article 17 will not extend to Confidential Information which the Recipient can prove:
- (a) Has ceased to be secret without default on the Recipient's part;
  - (b) Was already in the Recipient's possession prior to disclosure by or on behalf of the Party disclosing the Confidential Information ("**Discloser**");
  - (c) Has been received from a third party who did not acquire it in confidence and who is free to make it available to the Recipient without limitation;
  - (d) Was independently developed by the Recipient with no breach of these GPTC; or
  - (e) At the time of disclosure was in the public domain or subsequently enters into the public domain without default of the Recipient.
- 17.6** The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Article 17 by the Recipient. Accordingly, the Discloser will be entitled, without having to prove special damages, to

equitable relief (including injunction and specific performance) for any breach or threatened breach of this Article 17 by the Recipient.

- 17.7** Unless it has Schneider Electric's express prior agreement, the Supplier undertakes not to mention its business relationship with Schneider Electric to third parties, nor to exhibit the whole of or part of the Supplies manufactured from technical documents or specifications owned by Schneider Electric and may not use the trademarks, logos and other distinctive signs owned by Schneider Electric.
- 17.8** Unless otherwise agreed in the Order, these confidentiality obligations shall terminate five (5) years after the expiration of the relevant Order.
- 17.9** If the Supplier fails to fulfil any obligation set out above, Schneider Electric may terminate the Order without prejudice to any damages that Schneider Electric may be entitled to claim.

## 18. INSURANCE

- 18.1** At Schneider Electric's request, and within ten (10) days from Order acceptance, Supplier shall provide all certificates of insurance to be issued by its insurers, covering to a reasonable extent the risks associated with the fulfilment of the Order and, in all cases for a minimum insured amount of five million Euro (€5,000,000) per occurrence, and to obtain, at its own expense, any reasonable additional cover that Schneider Electric deems necessary based on the risks associated with the fulfilment of the Order. Supplier shall name Schneider Electric as an additional insured party on such insurance policy and provide a waiver of subrogation in favour of Schneider Electric.

## 19. TERMINATION

- 19.1** Schneider Electric may cancel any Order at any time prior to (i) acceptance of the Supplies, or (ii) commencement of the Services, without any liability to Supplier. If Schneider Electric terminates after the deadline set forth in (i) or (ii) above, Schneider Electric shall be liable to Supplier for Supplier's actual, documented out-of-pocket expense expended after the deadline and prior to receipt of notice of cancellation by Schneider Electric, only for work and materials procured solely as a result of the Order which cannot be used by Supplier for any other product or service, and in no event shall Schneider Electric's overall liability under this Article 19.1 exceed the purchase price of cancelled Supplies ("**Termination Cost**").

Schneider Electric may terminate an Order, at any time and without any need to show a breach by the Supplier (termination for convenience), by giving prior written notice of three (3) months and paying, as a full and final settlement, (i) the price of any compliant Supplies delivered before the end of the notice period, and (ii) Termination Cost.

- 19.2** Schneider Electric may unilaterally and automatically terminate the Order without any liability to the Supplier whatsoever in the following cases:
- (a) If Supplier commits a material breach of any obligations under the Order or these GTPC which breach is irremediable or if this breach is remediable fails to remedy that breach within fifteen (15) days after being notified in writing to do so. Without being exhaustive, any breach of the Export Control obligations, Ethics and Compliance, Confidentiality or Data Privacy provisions and any infringement of the Schneider Electric (or its licensors') intellectual property rights shall be considered a material breach, which is irredeemable, under this Article 19.2.
- (b) With immediate effect in the event of:
- (i) Court ordered, or out-of-court dissolution or liquidation of Supplier or, if Supplier is unable to pay its debts as and when they fall due;
- (ii) An Event of Force Majeure, the consequences of which last for more than six (6) weeks;

- (iii) The contractual delivery times being overrun, if such cause the maximum amount of liquidated damages to be reached in accordance with the Article 3;
- (iv) Rejection of Supplies in accordance with the Article 2;
- (v) Supplier's failure to comply with any contractual ordering or shipping procedures herein;
- (vi) Supplier sub-contracts all or part of an Order without Schneider Electric's prior written consent;
- (vii) Supplier assigns/transfers the whole or part of the rights and/or obligations under the Order or enters into a factoring agreement without Schneider Electric's prior written consent; or
- (viii) Supplier's failure (as determined by Schneider Electric) to provide adequate assurance of performance and/or financial condition.

**19.3** Following expiry or termination of the Order:

- (a) Any Articles which expressly or impliedly continue to have effect after expiry or termination of the Order will continue in force.
- (b) All other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

**20. EXPORT CONTROL LAWS AND SANCTIONS**

- 20.1** Supplier acknowledges that it is fully aware of, and knowledgeable about, and has instituted and maintains policies, procedures, and training reasonably designed to ensure compliance with, the international trade, export controls, embargoes, and sanctions regulations, ordinances and laws in the jurisdiction from which the Supplies are exported or provided.
- 20.2** Supplier further agrees to obtain all necessary export and re-export, or transfer permits or licenses or other applicable sanctions or international trade control authorizations at the Supplier's expense to ensure that Schneider Electric enjoys the full benefit under the relevant Order and these GPTC. Further, the Supplier shall supply Schneider Electric with the information regarding any applicable international trade or export controls rules and required permits or licenses for the Supplies to be shipped, in writing within three (3) working days from the receipt of Order. The Supplier shall also notify Schneider Electric in writing of any changes to such international trade, export controls and sanctions regulations and/or permit or licensing requirements which may affect Schneider Electric's benefits under the Order.
- 20.3** The Supplier undertakes to comply with all applicable international trade, export controls and sanctions laws, regulations or rules in relation to the delivery and/or the provision of the Supplies, including, but not limited to, international trade, export controls, embargoes, sanctions or anti-boycott requirements imposed, administered or enforced from time to time by the United States, the United Kingdom, and the European Union. Supplier shall indemnify Schneider Electric against all liability, losses, damages, and expenses (including reasonable attorney's fees) resulting from the Supplier's non-compliance or violations of such international trade, export controls embargoes, sanctions, or anti-boycott laws and regulations or for causing Schneider Electric to be in violation of such laws or regulations.

**21. SUSTAINABLE DEVELOPMENT**

**21.1** The Supplier shall comply with the following principles:

- (a) The OECD's Guidelines on Sustainable Development, which may be consulted on the following website: <http://www.oecd.org/dac/sustainable-development-goals.htm>;

- (b) The rules defined in ISO 14001 “Environmental Management System” standard;
- (c) The rules defined in ISO 26000 “Guidance on Social Responsibility” standard; and
- (d) The energy performance of the Supplies as it relates to ISO 50001 “Energy Management” standard.

**21.2** To ensure completely safe use of the Supplies, Supplier:

- (a) Shall comply with all national legislation and regulations applicable at the place of manufacturing, transit or delivery as stated in the Order in force at the time of the Order or that come into force by the date of delivery of the Supplies and EU provisions, in particular REACH (EC 1907/2006), RoHS (EU 2011/65), F-Gas (EU 517/2014), Ozone Depleting Substances (EC 1005/2009), their annexes, subsequent amendments and implementing legislation;
- (b) Ensures that Supplies do not contain any of the hazardous substances exceeding the prescribed thresholds unless a valid exemption applies in the European Directive RoHS (EU 2011/65) and if an exemption is used, this must be reported to Schneider Electric using the procedure set out below;
- (c) Comply with all the obligations concerning substances which are restricted and/or banned in the European Union and, those listed in the REACH Regulation (EC 1907/2006) and resulting amendments; and
- (d) Comply with the legislation and regulations relating to the ban on, or restriction of, the use of certain products or substances which are effective when the Order is placed, both in the European Union and in other countries, if such is specified in the Order and/or the specifications, or which may become applicable up to the delivery date of the Supplies.

**21.3** Schneider Electric may not accept the Supplies, as defined in Article 2 above, until the Supplier has provided the declarations of substances based on the IEC62474 list (covering, at the very least, REACH and RoHS substances) for all the Supplies and updated material safety data sheets for the materials and preparations, by sending them directly to fr-environment- [compliance-mfr@fr.schneider-electric.com](mailto:compliance-mfr@fr.schneider-electric.com), declaring them via BOMcheck (<https://www.bomcheck.net/>), or if requested by Schneider Electric, within no more than twenty-one (21) days.

**21.4** At Schneider Electric’s request, Supplier shall provide Schneider Electric with all supporting documents required during the legal timeframe for retaining documents.

**21.5** As regards the disposal and treatment of waste electrical and electronic equipment and end-of-life batteries and accumulators and the financing thereof, the Supplier undertakes to inform Schneider Electric of the obligations arising under EU legislation and regulations (Directives 2012/19/EU, 2006/66/EC and 2013/56/EU in particular and their implementing legislation) and the legislation and regulations applicable in the country of delivery on the date of purchase and any known developments occurring on or before the date of delivery.

**21.6** The Supplier undertakes to inform Schneider Electric of any Conflict Mineral substances found in its products and their country of origin, in accordance with the requirements of the US Dodd-Frank Act of 2010, Regulation (EU) 2017/821, OECD Due Diligence Guidance for Responsible Supplies Chains of Minerals from Conflict-Affected and High-Risk Areas and/or any other legislation with the same purpose.

**21.7** The Supplier will indemnify, keep indemnified and hold Schneider Electric harmless on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which Schneider Electric incurs or suffers directly or indirectly in any whatsoever as a result of Supplier’s failure to comply with any of the provisions of this Article 21.

**21.8** Should the Supplier decide to change the composition of the Supplies, it shall advise Schneider Electric thereof at least nine (9) months prior to the date such change becomes effective.

## 22. SUSTAINABILITY IN THE SUPPLY CHAIN

- 22.1** The Supplier shall take preventive measures, both with respect to its own business operations and with respect to the sub-suppliers directly used by it for the provision of services, to avoid (i) a violation of human rights, (ii) a violation of occupational health and safety regulations or (iii) a violation of environmental protection regulations in accordance with the respective applicable legal provisions and the Schneider Electric Principles by the Supplier itself or by its subcontractors and to identify violations or threatened violations. The Schneider Electric Principles can be found at [https://www.se.com/ww/en/download/document/SchneiderElectric\\_TrustCharter/?ssr=true](https://www.se.com/ww/en/download/document/SchneiderElectric_TrustCharter/?ssr=true) and in the Supplier Code of Conduct at <https://www.se.com/ww/en/download/document/Supplier-code-of-conduct/>. Upon Schneider Electric's request, the Supplier shall provide Schneider Electric with written information on the preventive measures taken.
- 22.2** Schneider Electric shall be entitled to review the preventive measures taken by the Supplier pursuant to Article 22.1 at least once a year during normal business hours and after timely prior notice within the scope of audits or to have them reviewed by third parties. The Supplier shall work towards ensuring that, in the event of justified suspicion of violations of human rights or of the provisions on occupational health and safety and environmental protection mentioned in 22.1 by the Supplier's direct or indirect sub-suppliers, Schneider Electric is able to audit the preventive measures taken at these sub-suppliers or have them audited by third parties.
- 22.3** In the event of a violation of human rights or of the provisions on occupational health and safety and environmental protection mentioned in 22.1 by Supplier and/or sub-suppliers used directly or indirectly by the Supplier, the Supplier shall immediately work towards the adoption of appropriate remedial measures, verify the effectiveness of such remedial measures and notify Schneider Electric of the violations and the remedial measures taken, whereby the Supplier's notification may be made via its contact person at Schneider Electric or via the global Trust Line: <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/trustline/>. Schneider Electric's right to terminate the contract for cause remains unaffected.
- 22.4** The Supplier shall ensure that its employees participate in suitable training on human rights, occupational health and safety and environmental topics at regular intervals, but at least once per financial year. Upon request, the Supplier shall provide Schneider Electric with evidence of the establishment and implementation of a training concept at the Supplier.
- 22.5** If customers of Schneider Electric impose additional requirements on Schneider Electric for passing them on in the supply chain based on legal requirements, the Supplier agrees to investigate the requirements with Schneider Electric and to comply with them to the extent they are reasonable and in line with the laws.

## 23. ETHICS AND COMPLIANCE

- 23.1** Supplier acknowledges that Schneider Electric is committed to eliminating all risk of bribery and corruption, influence peddling, money laundering and tax evasion or the facilitation thereof in its business activities. The Supplier must immediately notify Schneider Electric of any suspected, or known, breaches of any applicable laws which prohibit the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or advisor of such person including but not limited to the French "Sapin II" Law, the United States' Foreign Corrupt Practices Act, and the United Kingdom Bribery Act or which prohibit money laundering, tax evasion or the facilitation thereof ("**Anti-Corruption Law**").
- 23.2** None of the Supplier's employees, beneficial owners, shareholders, or any other person who is involved in or will benefit from the performance of the Order or has an interest in the Supplier:
- (a) Is a civil servant, public or governmental official;

- (b) Is an official or employee of Schneider Electric or one of its affiliates; or
- (c) Has been convicted of, or otherwise been subjected to any administrative sanction or penalty for, any offence involving fraud, bribery, corruption, influence-peddling, money laundering, or any other criminal offence involving dishonesty as an element. Supplier will immediately notify Schneider Electric if any such individuals are the subject of any investigation into any such offenses.

**23.3** The Supplier undertakes and covenants to Schneider Electric it shall not, alone or with any other person, directly or indirectly, offer, pay, give, promise Schneider Electric to pay or give, or authorize the payment or giving of any money, gift, undue advantage, or anything of value to any employee, official or authorized representatives of Schneider Electric.

**23.4** Supplier shall comply with the ethics and anti-bribery/corruption policies implemented and monitored by Schneider Electric, as referred to in the Trust Charter, which is located at <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/> and in the Supplier Code of Conduct, which is located at <https://www.se.com/ww/en/download/document/Supplier-code-of-conduct/>.

**23.5** If Supplier has concerns related to ethics, compliance, or Schneider Electric's Trust Charter, and/or any potential violations of these policies, Supplier is welcome to make use of Schneider Electric's TrustLine. The TrustLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which suppliers can ask questions and raise concerns. Reports can be made using the link below: <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/trustline/>.

**23.6** If the Supplier fails to fulfil any obligation described above, Schneider Electric may terminate the Order without any need for any other formality, fifteen (15) calendar days after formal notice with which the Supplier fails to comply.

#### **24. DATA AND CYBERSECURITY MINIMUM REQUIREMENTS**

**24.1** Where Supplier has access to, collects, stores, or otherwise processes data from or on behalf of Schneider Electric (e.g., including, as the case may, data from Schneider Electric customers, resellers, or users) in connection with its provision of the Supplies ("**Data**"), including any data that may be generated by the Supplies itself, Supplier shall at a minimum:

- (a) Only access, collect, store or otherwise process Data for the sole purpose of fulfilling Supplier's obligations under the Order, or as otherwise expressly permitted by Schneider Electric in writing;
- (b) Maintain reasonable and appropriate administrative, technical, and organizational measures and safeguards to preserve and protect the security, integrity, and confidentiality of the Data, aligned with applicable industry standards such as ISO / IEC 27001 or IEC 62443;
- (c) Should the Supplies contain any software, firmware, or chipsets; the development and productions of such shall be demonstrably aligned with good industry practices and standards such as ISO/IEC 27001 or IEC 62443;
- (d) Comply with any other privacy or security policies or procedures that Schneider Electric may provide or make available from time to time to the Supplier as the context requires; especially when Supplier has access to Schneider Electric IT systems or network, either at a Schneider Electric location or remotely; and
- (e) Any infrastructure, systems, services, products or platforms used by Supplier to access, collect, store, or otherwise process Data, including data gathered from third- parties on behalf of Schneider Electric, shall be developed, maintained, and operated in accordance with industry-recognized security requirements and Secure Development Lifecycle practices, including but not limited to, secure application development, vulnerability management, and compliance with applicable regulations and requirements.

- 24.2** Supplier shall maintain a reasonable and industry appropriate business continuity plan to ensure its provision of the Supplies, taking into account data and cybersecurity risks included in its comprehensive risk analyses, contingency plan and solutions for its continuous delivery and operations.
- 24.3** In the event Supplier detects a confirmed or reasonably suspected misuse, compromise, or unauthorized access, destruction, loss, alteration, acquisition or disclosure of any Data, security breach or suspected vulnerability, whether in Supplier's IT systems or network, or in relation to the Supplier ("**Security Incident**"):
- (a) Supplier shall notify Schneider Electric within twenty-four (24) hours through Schneider Electric's Supplier Breach Notification Portal at: <https://www.se.com/ww/en/work/support/cybersecurity/report-an-incident.jsp#Suppliers>;
  - (b) Such notification shall contain at a minimum: (a) a brief description of the Security Incident, (b) any Schneider Electric Systems or Data affected by the Security Incident, (c) any persons involved with the Security Incident, including any persons who made any unauthorized use or received an unauthorized disclosure, if known, (d) what Supplier has done or shall do to investigate the Security Incident, to mitigate any deleterious effects, and to protect against any further harm or other similar Security Incidents; and (e) any other information requested by Schneider Electric relating to the Security Incident;
  - (c) Take prompt steps to investigate, contain, and remediate any Security Incident and cooperate with Schneider Electric in any subsequent investigation and response in connection with the Supplier's IT systems or networks, or in relation to the Supplies, and provide evidence demonstrating the completion of those activities. Unless otherwise specified hereto, each Party will bear its own cost in relation to its performance and action contemplated as determined herein.
- 24.4** Supplier shall develop and implement policies and procedures consistent with industry standards (e.g., ISO/IEC 29174 Vulnerability Disclosure, ISO/IEC 30111 Vulnerability Disclosure, NIST Cybersecurity Framework v1.1 Reference RS.AN-5, NIST Special Publication 800-53 Rev. 4 RA-5, 17 SA-11, 18 and SI-2, as may be amended) to address the notification, documentation and remediation by Supplier of Vulnerabilities and material defects related to the Products and Services provided to Schneider Electric under the Order.
- 24.5** In addition to the above and in case the performance of the Order necessitates specific or enhanced protection measures for Data, the Parties will enter into a specific and appropriate addendum considering the level of cybersecurity required by the circumstances as reasonably determined by Schneider Electric.

## 25. DATA PRIVACY

- 25.1** Supplier will comply with all applicable laws, rules and regulations relating to the privacy and confidentiality of personal data in connection with this Order, including, but not limited to the EU General Data Protection Regulation 2016/679 ("**GDPR**").
- 25.2** Supplier will only process personal data on behalf of Schneider Electric for the purposes described in the Order. Supplier will cooperate in good faith with Schneider Electric to promptly implement additional contractual terms as may be required for Schneider Electric to comply with its legal obligations under applicable requirements in the future. Supplier and its subcontractors performing Services on behalf of Supplier in connection with the Order are strictly forbidden from further uses of personal data that are not compatible with applicable privacy law, rules and regulations and the Order. Supplier shall promptly notify Schneider Electric if it believes it cannot comply with this Article.

- 25.3** Each Party will process professional contact details and other relevant personal information related to employees or other representatives of the other Party for purposes necessary to the management of their customer-supplier relationship and in compliance with applicable laws on the protection of personal data. Supplier may use personal data for marketing purposes only with respect to the personal data of their main account contact(s) at Schneider Electric, provided that Supplier complies with applicable information, consent and any other legal requirements.
- 25.4** Supplier processes as data controller, personal data provided by Schneider Electric or at Schneider Electric's request for the performance of the Supplies provided under this Order. Supplier shall comply with applicable laws on the protection of personal data. Supplier shall inform Schneider Electric of any rectification or erasure of personal data processed under the Order, or any restriction of processing carried out in accordance with the applicable data protection laws. Supplier undertakes to delete all personal data exchanged, stored, or processed under the Order if it is no longer needed for the purposes for which it was originally processed. Supplier shall ensure that any cross-border transfer of personal data under the Order is performed in accordance with applicable data protection laws.
- 25.5** A specific and appropriate addendum is required for the processing of personal data by Supplier on behalf of Schneider Electric as data processor.

## 26. AUDIT

- 26.1** Schneider Electric reserves the right to conduct, directly or through any representative duly authorised by Schneider Electric, an inspection of the Supplies, including at the premises of the Supplier or its main subcontractors, provided that Schneider Electric gives reasonable prior notice and conducts the inspection during the normal opening times of the Supplier/those sub-contractors (or at any time in the event of an emergency).
- 26.2** Schneider Electric reserves the right to conduct the following in relation to the Supplies:
- (a) Examine the Supplier's books and records;
  - (b) Inspect the works and/or services making up the Supplies, in the process of being made;
  - (c) Inspect the quality, manufacturing and test data for the Supplies; and
  - (d) Inspect the Supplier's actual compliance with its undertakings under the Order and these GPTC and to confirm Supplier's financial condition.
- 26.3** If the Supplier fails to fulfil any obligations described above, Schneider Electric may terminate the Order without any need for any other formality, fifteen (15) calendar days after formal notice with which the Supplier fails to comply.

## 27. LIMITATION OF LIABILITY

- 27.1** Nothing in this GPTC shall limit or exclude Schneider Electric's liability:
- (a) regarding injuries to life, body or health;
  - (b) for fraud or fraudulent misrepresentation and/or fraudulent concealment of a defect;
  - (c) for any breach of export regulations;
  - (d) for intent and gross negligence;
  - (e) in case of guarantees; or

(f) for claims under the German Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*).

- 27.2** With regard to slight negligence, the Schneider Electric's liability shall be limited to the foreseeable damage that might typically occur under the Contract if an obligation is violated the fulfilment of which is essential for the proper performance of the Contract and on the fulfilment of which The Supplier may regularly rely (cardinal duty).
- 27.3** Insofar as Schneider Electric's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its employees, workers, staff members, representatives and vicarious agents.

## 28. GENERAL

- 28.1** These GPTC, Order, and any documents referred to on the face thereof, constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter.
- 28.2** A delay in exercising or failure to exercise a right or remedy under or in connection with the Order will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial, exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach, or default will only be valid if it is in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach, or default.
- 28.3** If any provision of these GPTC is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void, or unenforceable, such term will be deemed to be severed from these GPTC and this will not affect the rest of these GPTC which will continue in full force and effect.
- 28.4** No variation of these GPTC shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 28.5** Nothing in these GPTC and no action taken by the Parties in connection with it or them will create a partnership, joint venture, or employment relationship between the Parties or give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.
- 28.6** Each Party agrees that it is an independent contractor and is entering into these GPTC as principal and not as agent for or for the benefit of any other person.
- 28.7** The Parties may vary or rescind the Order without the consent of their customers, officers, employees, agents, or sub-contractors.
- 28.8** The Parties do not intend that any terms of these GPTC will be enforceable by any person other than a Party to the agreement.
- 28.9** Schneider Electric's rights and remedies set out in these GPTC are in addition to and not exclusive of any rights and remedies provided by law.
- 28.10** Any notice or other communication given under or in connection with these GPTC will be in writing and:
- (a) Sent by pre-paid first-class post to the relevant Party's registered address; or
  - (b) Delivered to or left at (but not, in either case, by post) the relevant Party's registered address.
- 28.11** Any notice or communication given in accordance with Article 28.10 will be deemed to have been served:
- (a) If given as set out in Article 28.10(a) at 9:00 am on the second business day after the date of posting; and

(b) If given as set out in Article 28.10(b), at the time the notice or communication is delivered to or left at that Party's address.

**28.12** To provide service of a notice or communication it will be sufficient to provide that the provisions of Article 28.10 were complied with.

**29. GOVERNING LAW**

**29.1** The Order between Schneider Electric and Supplier is governed by the laws of Germany to the exclusion of its conflict in laws provision and of the 1980 Vienna Convention on the International Sale of Goods.

**29.2** Any dispute arising from this Order, which is unable to be settled out of court, shall be subject to the exclusive jurisdiction of the courts of Schneider Electric's registered office, even in the event of summary proceedings, the introduction of third parties or multiple defendants.