

## General Purchasing Terms and Conditions

AS FILED ON 3<sup>RD</sup> OF FEBRUARY 2025 WITH THE CHAMBER OF COMMERCE IN EINDHOVEN UNDER NUMBER 16048212

These General Purchasing Terms and Conditions shall apply to purchases of all materials, items, products, components, software and all related services (“Goods or Services”), supplied by all suppliers (“Suppliers”) to LEGRAND NEDERLAND B.V., a Dutch private limited liability company (“Besloten Vennootschap”), with its registered office at Van Salmstraat 76, 5281 RS Boxtel (the Netherlands), entered in the Register of Trade and Companies of The Netherlands Chamber of Commerce under the number 16048212, or an affiliated Dutch company, like Minkels B.V. or Cortexon B.V., as specified in corresponding purchase orders (“Legrand”). Legrand and the Supplier are hereinafter referred to together as the “Parties”. These General Terms and Conditions of Purchase include the Legrand Supplier Code of Conduct set out in the Appendix hereto (“Supplier Code of Conduct”) and apply to all requests for quotations, purchase orders, orders, assignments or proposals (“Orders”) submitted by Legrand to the Supplier. Legrand shall not be bound by any provision, to which an explicit reference may be made, which does not appear in the General Purchasing Terms and Conditions, an Order or any other document.

## PART A GENERAL

### 1. Definitions

Goods or Services: the subject of the order, including tangible or intangible goods (products, works, equipment, provision of services, (intellectual) services, software, etc.), as well as packaging, and all related documents, manuals and deliverables.

Order: instruction officially issued by Legrand’s Purchasing Department, by means of which it asks the Supplier to deliver the Goods or Services under the conditions formally specified in the document and together form the agreement.

Work: the execution work to be performed by the Supplier, including the creation of a material work, and/or the provision of services, whether or not accompanied by the delivery of Goods.

Acceptance: document by means of which Legrand declares that it accepts the Goods or Services with or without reservations.

Supplier: the natural or legal person receiving the Order. The Supplier is also understood to mean a contractor, service provider, provider or similar words.

Main Contractor: the natural or legal person to whom Legrand supplies products within the framework of the main agreement or for whom Legrand performs services.

Corporate Social Responsibility (CSR): covers all the practices implemented by the Company for the purpose of adhering to the principles of sustainable, social, environmental and economic development.

Risk Prevention Plan: a document jointly drawn up by Legrand and the Supplier, relating to work carried out in Legrand’s buildings, by the Supplier and/or a company other than Legrand.

Information System: all management resources, used by Legrand or the Supplier, as the case may be. This includes technology (hardware, software, networks, and other means of communication) and the associated processes.

### 2. General Provisions

2.1. These General Purchasing Terms and Conditions shall form an integral part of the Order for Goods or Services, along with the purchasing specification, and any other document explicitly referred to in the Order. Provisions outlined in the Supplier’s offer shall only apply if expressly accepted by Legrand and referred to in the Order.

2.2. The Order and the acknowledgement of receipt thereof shall supersede all previous proposals, letters or other commitments not covered by the Order. The Supplier shall have a performance obligation and a duty to provide advice to Legrand and undertakes to comply with the laws and regulations applicable in the Netherlands and abroad, best industry practice, professional practice and the applicable Dutch or international standards, as well as internal regulations.

2.3. These provisions exist of a part A General and a part B subcontracting where part A is applicable on all orders, agreements and offers and part B only on those orders, agreements and offers where subcontracting is offered and agreed.

### 3. Acknowledgement of receipt - Order acceptance

3.1. Any order shall only become final once it is confirmed within two (2) weeks by the Supplier means of an order confirmation or on receipt by Legrand of any other document formalising the agreement. The order confirmation must be dated and signed, and must be sent to Legrand. In the event of the acknowledgement of receipt not being returned but fulfilment of the Order commencing, the Supplier shall be deemed to have accepted the terms of the Order. All terms and conditions agreed between the Parties shall appear, as specified above, in the Order or in a specific contract; the order confirmation must not contain terms and conditions that have not been agreed between the Parties.

- 3.2. Unless explicitly otherwise agreed between the Parties, the agreed delivery date is the date on which the Goods or Services arrive at Legrand's premises and not the despatch date or the date on which the Goods or Services are made available to Legrand by the Supplier.

#### **4. Obligation to provide advice**

The Supplier is deemed to have proposed to Legrand any variant, in particular in the choice of materials, techniques and approaches, which it considers likely to best adapt the Products or Services to the specifications expressed by Legrand. In this respect, the Supplier has an obligation to advise in particular as regards the compatibility of the definition of the Products or Services with their purpose or the use for which they are intended, in particular as regards the limits and conditions of use or implementation.

#### **5. Compliance with the statutory obligations for Goods**

- 5.1. The Goods or Services must be manufactured or provided in compliance with the laws in force in the countries in which they are manufactured, performed, and marketed. When Goods are shipped under the liability of the Supplier, this must be carried out in accordance with the laws in force and, in particular, in accordance with the road regulations of the transit and destination countries. The Supplier must guarantee that the product and its packaging comprising the Goods comply with the legal and statutory requirements of the Netherlands and the country of sale as notified by Legrand. The Supplier must ensure compliance with all the above requirements throughout its supply chain.
- 5.2. The Supplier undertakes to provide Legrand with the declaration of CE compliance for the Goods produced in accordance with the requirements of European regulations, and to provide it with all the documents forming part of the technical file for the Goods (test reports, compliance certificates, drawings, etc.), and all the necessary documents. If asked to do so by Legrand, the Supplier also undertakes to provide to Legrand a declaration of compliance with the performance levels specified and/or a compliance certificate issued by an independent body.
- 5.3. By accepting the Order, the Supplier guarantees that the Goods are equipped with all the statutory and standard safety features. Wherever the Order involves services to be provided within Legrand's establishments, or those of its clients, the Supplier shall take all the necessary measures to comply with the legal and statutory provisions relating to health and safety, as well as the provisions of the Risk Prevention Plan, in a timely manner. The latter shall be produced jointly by Legrand and the Supplier, prior to any operations on Legrand's premises.
- 5.4. Where the Goods are pollutants or contain components that are subject to specific regulations (e.g. RoHS, REACH, Conflict Minerals, etc.), the Supplier is required to comply with Article 4.2 of the Supplier Code of Conduct. Compliance with this clause constitutes an essential and decisive condition of the Order.

#### **6. Corporate Social Responsibility**

- 6.1. Legrand's responsible purchasing approach is one of the defining aspects of its social responsibility. To ensure sustainable development of its activities, Legrand expects its Suppliers and subcontractors to meet the same standards of social responsibility that it imposes on itself. Therefore, the Supplier declares that it has familiarised itself with and shall adhere to Legrand's social responsibility and business ethics commitments, which are available on the Legrand Group's website: Responsible purchasing - [www.legrandgroup.com](http://www.legrandgroup.com)
- 6.2. The Supplier declares that it is aware of and agrees to comply with all the rules set out herein, as well as those set out in the Supplier Code of Conduct outlined in the Appendix hereto, based in particular on the commitments of the United Nations Global Compact, the fundamental conventions of the ILO (International Labour Organisation) and Legrand's CSR policy.
- 6.3. The Supplier undertakes to protect Legrand against and compensate it for any losses, costs, actions, damage, liabilities, expenses, costs incurred as the result of legal action, including lawyer's fees, and costs arising from any possible transactions, caused by any breach of this article by the Supplier.
- 6.4. The Supplier shall be responsible for any act or omission committed in the fulfilment of its obligations in accordance with this article, whether this results from its own actions or the actions of its management, employees, affiliates, agents, suppliers, subcontractors or any person acting under its control and with its authority, whoever they are.
- 6.5. If the Supplier fails to fulfil one or more of its obligations from this article in time or correctly, Legrand may terminate the business relationship on the grounds of this breach, without prejudice to any other rights or remedies provided for by law.

#### **7. IT security**

- 7.1. The supplier undertakes to comply with best practice and market standards in terms of cybersecurity applicable to the system or service supplied (e.g. ISO27001, NIST CSF, OWASP, IEC62443, PCI-DSS, etc.), to comply with the regulations in force (e.g. Data privacy, etc.) and to comply with any policy communicated by Legrand, paying particular attention to the following points:

- a) Policies: The supplier has defined, implemented and monitored security policies.
  - b) Awareness: The supplier ensures that its employees are aware of and trained in good security practices.
  - c) Access management: The supplier ensures that the access of its employees and service providers is regularly recertified and will notify Legrand of any changes (transfer, departure).
  - d) Hardening: The supplier applies good security hardening practices (e.g. based on CIS Benchmark) to the configuration of equipment supplied to Legrand and/or used in the context of the service provided to Legrand.
  - e) Vulnerability management: The supplier shall ensure that the vulnerabilities of its equipment or software used under the contract with Legrand and/or supplied to Legrand are managed. Vulnerabilities must be reported as soon as possible.
  - f) Supervision and incident management: The supplier must ensure that events and incidents relating to the security of its information system are supervised.
  - g) Development security: The supplier must comply with good practice in secure development if the nature of the service makes this applicable.
  - h) Security in Projects and Contracts: The supplier undertakes to integrate good security practices into the projects it carries out with and/or for Legrand and to cascade cybersecurity requirements to its suppliers and service providers.
- 7.2. In the event the Order involves access to the Information System of Legrand establishments, the Supplier undertakes to comply with the legal and statutory provisions relating to IT security, as well as the Legrand internal instructions relating thereto. These internal instructions shall be communicated by Legrand and accepted by the Supplier, prior to performing any operations using the Information System. The Supplier shall then inform Legrand of the risks of the planned operation, any potential incidents that might occur, and how to implement any corrective or preventive actions. In general, the Supplier is responsible for ensuring that the Information System and the data processed, to which it has access for the purposes of performing the Order, are protected.
- 7.3. The Supplier undertakes to ensure that all the Goods that it provides to Legrand are, at the time they are put into production for Legrand, free of any defect, weakness, or design fault (hereinafter referred to jointly as “Vulnerabilities”) publicly known or (should have) known to the Supplier that adversely impacts information security, the risks and possible consequences of which Legrand has not been previously informed about. The Supplier must take all precautions necessary to avoid introducing any malware into the Legrand Information System and must take all appropriate measures if it detects the presence of any malware. To this effect, the Supplier must appoint a person in charge of handling all questions relating to security and risks and this person will be Legrand’s point of contact for these matters.
- 7.4. As part of its duty to advise, the Supplier undertakes to provide Legrand with all the information it has and to respond to any queries raised by Legrand relating to the safety and security of the Goods. In addition, the Supplier must notify Legrand immediately of any incident or event that it detects which is likely to have an impact on the security of Legrand data and/or its Information System.
- 7.5. Due to the sensitive nature of the data belonging to Legrand which may transit through the Supplier’s Information System, the Supplier must pay special attention to ensuring the physical and logical security of the Information System which processes Legrand information. The security measures implemented by the Supplier relating to the information and Information System must in all cases be documented, approved by Legrand, and comply with current standards and best industry practice requirements.
- 7.6. The Supplier is responsible for implementing, maintaining in working condition, documenting, and assessing all measures required to guarantee the continuity of Services provided to Legrand, in accordance with the relevant service level commitments made between the Parties.
- 7.7. The Supplier agrees to maintain constant surveillance of its level of risk control and of its compliance with the security policies and rules applying to all the Goods, including those of its own subcontractors. Subject to providing reasonable notice, Legrand may carry out audits and intrusion tests, including on the premises of the Supplier’s own sub-contractors, directly or through an independent external service provider not in direct competition with the Supplier, so as to ensure that the Supplier is complying with its obligations and, in particular, to check compliance with risk control procedures relating to the Information System.
- 8. Subcontracting**
- 8.1. The Supplier may not subcontract some or all of its obligations arising from the Order, or have it performed in any other way by a third party, unless Legrand has given its prior formal written approval. In the event that Legrand gives its prior written agreement, the Supplier undertakes to extend the obligations contained in the contractual documents to its subcontractors.
- 8.2. The Supplier remains always responsible for the Order, if the supplier has carried out their obligations to a third party and the Supplier remains fully liable for the possible consequences for Legrand of the execution of the Order by a subcontractor. The Supplier therefore may not cite failures by its subcontractors as a reason to limit its liability.

## **9. Shipping/Delivery**

- 9.1. The Goods shall be shipped and delivered in such a manner that they do not suffer any deterioration/damage during transport and/or storage. Transport arrangements shall be governed by the INCOTERMS of the International Chamber of Commerce, which are in force on the date when the Goods are shipped. Unless otherwise agreed, the delivery of Goods will be “Delivered Duty Paid” (“DDP”), as referred to in the most recent version of the Incoterms.
- 9.2. The Supplier shall provide Legrand with a delivery note or a template acceptance report, detailing the Order items, which must accompany the Goods. Where applicable, the costs of demurrage for railway carriages and lorries, storage or handling, or other costs resulting from a delay in providing the delivery note, or insufficient details on shipping documents, or for any other reason attributable to the Supplier’s carrier, shall be borne by the Supplier.
- 9.3. If Legrand reasonably assumes that the Goods or Services do not comply with the Order, the Goods may, following consultations with the Supplier, (i) either be returned to the Supplier, which shall bear the costs and risk of storage and transport to its premises, or (ii) be collected by the Supplier within eight (8) days of Legrand’s notification of non-compliance. Any Service that does not comply with the Order may be rejected or accepted with reservations by Legrand.

## **10. Deadlines**

- 10.1. All deadlines, as negotiated and stipulated in the Order, are binding. As soon as the Supplier is aware of any expected delay in relation to contractual deadlines, it must inform Legrand about the expected delay and the measures taken to remedy said delay, in order to enable Legrand to take the necessary measures to protect its interests.
- 10.2. Unless otherwise agreed between the Parties, Legrand reserves the right to apply penalties equivalent to 0.1% of the total Order value (excl. VAT) for every calendar day of delay, up to a maximum of 10% of this value.
- 10.3. In the event Legrand incurs losses or additional costs due to the delay, Legrand may, notwithstanding the application of penalties, (I) obtain payment from the Supplier of the corresponding costs and any damages, and/or (II) serve the Supplier with formal notice to deliver or inform the Supplier by written notice of its decision to terminate the Order in whole or in part.
- 10.4. These provisions shall not apply in the event of force majeure.

## **11. Acceptance**

- 11.1. A quantitative and qualitative inspection of compliance with the Order shall be carried out after delivery of the Goods or Services, including delivery of any associated documentation or deliverables, at Legrand premises or at any other place defined in the Order and within a reasonable time from the date of delivery of the Goods or Services.  
The compliance of the Goods or Services will be assessed with regard to compliance with the technical specifications communicated or referred to by Legrand in the Order. Where applicable, the specific provisions relating to quality and the handling of non-compliance are described in the Order.  
In the event of reservations made by Legrand at the time of acceptance, the Supplier must make any corrections within a maximum period of one (1) month from notification of the defect. No tacit acceptance of the Goods or Services is permitted. In the case of staggered payments, no payment shall be due until all reservations issued by Legrand have been resolved.

## **12. Warranty**

- 12.1. The Supplier shall be liable for damage and losses of all kinds resulting from hidden defects affecting the Goods. Notwithstanding the legal warranties, and in particular the compliance and safety guarantee of the Goods or Services, and unless agreed otherwise between the Parties, the Supplier shall guarantee the Goods for a period of twenty-four (24) months from the Acceptance or commissioning of Goods or Services, whichever is the later, for any noncompliance with the Order, any design, manufacturing or material defects, unfitness for purpose and/or breach of best industry practice and the applicable laws and regulations.
- 12.2. Should the above warranty come into effect, the Supplier undertakes to repair or replace the Goods or Services or to bear the costs of repairing or replacing the Goods or Services with identical items or having the Goods repaired or replaced by a third party, unless Legrand prefers to terminate the relevant agreement in accordance with the provisions of Article 17 of these General Purchasing Terms and Conditions, without prejudice to Legrand’s other rights arising from such a failure (including the right to compensation of damage). The defective Goods or Services must be repaired, corrected, or replaced within a maximum period of two (2) weeks from notification of the defect. In this respect in cases in which Legrand reasonably assumes, following consultation with the Supplier, that the Supplier will be unable to comply with its warranty obligations, Legrand will be authorised to carry out repairs or replacement, or have repairs or replacement carried out by third parties, for the account of the Supplier. This does not release the Supplier from its obligations arising from the Order and these General Purchasing Terms and Conditions.

- 12.3. Should a defect be identified during the warranty period, the warranty shall be extended by a period equal to that for which the Goods or Services are affected by the defect; should it be necessary to replace or repair some or all of the Goods or Services, the warranty period shall begin again from the replacement or repair date.
- 12.4. The Supplier undertakes to be able to supply spare parts and/or provide maintenance for the Goods and Services ordered for a period of ten (10) years from acceptance of the Goods or Services, and to inform Legrand at least twelve (12) months in advance if it stops supplying the Goods or Services or spare parts covered by the Order.

### **13. Prices - Payment terms**

- 13.1. Orders shall be fulfilled at a fixed and non-revisable price; this price shall include, if applicable, packaging, handling, transport, unloading, insurance, customs duties and all fees, taxes and other costs.
- 13.2. Payments shall only be made when Supplier had fulfilled their contractual obligations, unless there was agreed upon advance payments. If there is one or more advance payment(s) regarding an Order, the Supplier shall issue an advance payment guarantee for all deposits paid by Legrand.
- 13.3. For all Goods paid for by weight, length or volume, in the event of any contradictions with the Supplier's documents, measurement shall be carried out jointly by the Parties. Should the Supplier refuse to be present when this measurement is carried out, without a valid reason, it may not object to the measurement taken by Legrand.
- 13.4. Orders shall be paid for, net of any discount, in accordance with the conditions specified in the Order. Each invoice shall be issued in complete compliance with laws and regulations and the Order. An invoice must be submitted for each Order, unless it has been agreed that the Supplier may submit per term or may submit collective invoices. Invoices must, specifically, be sent to the address specified in the Order; it shall contain the details of the latter and the delivery note and, where applicable, a record of the advance payments received and the corresponding services. Any invoice that does not comply with laws and regulations shall be rejected and returned to the Supplier. Compliance with the aspects outlined above will facilitate the processing of invoices and payment by their due dates.
- 13.5. Payments shall be made, unless specified otherwise in the Order, within sixty (60) days, after delivery of the Goods or performance of the services, subject to the condition that the delivered Goods or the services performed have been approved and following receipt of all related documentation including the complete and correctly addressed invoice. If the Supplier does not comply (in full) with any obligation arising from these General Purchasing Terms and Conditions, Legrand will be authorized to suspend its payment obligation to the Supplier. Payment by Legrand will in no way constitute a waiver of its rights.
- 13.6. The Supplier authorises Legrand, as of right, to offset all reciprocal receivables and payables, provided the legal conditions required for offsetting are met.

### **14. Transfer of ownership and risk**

Transfer of ownership and risk shall take place:

- a) Following receipt of the Goods at their destination for tangible Goods;
- b) When the acceptance report is signed, if Acceptance is anticipated; and
- c) Progressively, as they are received, for results and work originating from a provision of services

Where advance payments have been paid for the Order, the part of the Order corresponding to the value of the advance payment shall become the property of Legrand, provided that this part of the Order is usable. Should this not be the case and should it not be possible to fulfil the Order in its entirety, no transfer of ownership shall take place for the benefit of Legrand and the Supplier shall return the value of the advance payment.

The Supplier hereby waives all rights and powers to which it is entitled pursuant to the right of retention or the right of recovery. The Supplier undertakes to cooperate fully to identify and/or return all goods entrusted to him, such as materials, auxiliary materials, tools, parts and spare parts, intellectual property, which are the property of Legrand, on the instructions of Legrand.

### **15. Confidentiality**

For the duration of the business relationship and for a period of five (5) years thereafter, the Supplier undertakes to consider and treat as strictly confidential and not to disclose to any third party whatsoever, in return for payment or free of charge, and in any form whatsoever, any or all data or information (including Intellectual Property Rights) provided by Legrand during the consultation period and/or during fulfilment of the Order, or of which the Supplier may have become aware as part of the business relationship, without prior written authorisation from Legrand, whether this data or information is marked as "Confidential" or not when it is provided, and shall apply equivalent security measures and take the same precautions as those implemented in order to protect its own confidential information. The Supplier also undertakes to only use this confidential data and information for the purposes of consultation on and/or fulfilment of the

Order, or the implementation of the provisions thereof, and to only pass it on to those members of its staff who need it in order to perform their duties. The Supplier undertakes to ensure that members of its staff and, where applicable, its subcontractors comply with this provision.

## **16. Intellectual Property Rights**

### **16.1. Legrand's intellectual property**

16.1.1. Information, as well as tangible and intangible Goods, including know-how, services, materials, methods, data, drawings, information, reports, know how, sale of rights, trade secrets, improvements, techniques and other results and resources, which are the property of Legrand and are made available to the Supplier shall remain the property of Legrand. Where applicable, Legrand shall grant the Supplier a free of charge right to use this information and Goods, for the sole purpose of fulfilling the Order. All Goods or information entrusted to the Supplier must be returned in response to an initial request from Legrand. The Supplier undertakes to ensure that Goods or information entrusted to it are properly preserved and maintained.

16.1.2. The Supplier undertakes not to directly or indirectly modify in any way the information and Goods, including hardware, software, software packages or documents, entrusted to it, without the prior written approval of Legrand.

### **16.2. Intellectual ownership of the results of the Order**

16.2.1. Where an Order has a study or development aspect, and without a specific agreement to the contrary, all information and tangible or intangible Goods, of any kind whatsoever, whatever their medium, including processes, data, software, hardware or any other results, which may or may not form the subject of intellectual property rights, including but not limited to copyright, design patents and models, patents, know-how (hereinafter referred to as the "Intellectual Property Rights") produced within the framework of the Order (hereinafter referred to as the "Results"), shall become the property of Legrand. Consequently, the Supplier exclusively assigns to Legrand, for the entire world, all Intellectual Property Rights over the Results. Where necessary, the Supplier undertakes to sign any document and to take any additional action requested by Legrand in order to give full effect to the assignment to Legrand of all Intellectual Property Rights over the Results, during the term of the business relationship and for a period of five (5) years after its expiry, in particular, to enter into a specific assignment agreement where applicable.

16.2.2. Consequently, the Supplier acknowledges that Legrand may freely use, exploit or transfer the aforementioned Results, in all countries. It is hereby stipulated that, for Results that may be protected by copyright, in particular software, the proprietary rights transferred in this manner shall include the right of representation, reproduction, translation, adaptation, modification, marketing, use, possession, duplication and, more generally, all exploitation rights for all purposes. The assignment of Intellectual Property Rights over the Results is valid for the legal term of protection of said Intellectual Property Rights in each country, for the entire world, including any legal extension, whatever the cause. Ownership of the Results and the related Intellectual Property Rights shall pass to Legrand as soon as they are created and as they are developed.

16.2.3. A proportion of the fixed amount making up the price of the Order shall be paid for the finalised completion of the Results, in return for the transfer of the rights listed above. Another proportion of the fixed amount paid by Legrand shall represent fixed remuneration for exploitation of the Results, the Supplier being liable for any remuneration due to its employees or to other third parties in this respect. Except where the technical specifications provided by Legrand are concerned, the Supplier shall be responsible for the use of all Intellectual Property Rights as part of the Goods or Services and for the royalties, costs or claims relating to the use of these rights as part of the Goods or Services or resulting from measures subsequently taken to correctly maintain the Goods or Services.

16.2.4. The Supplier agrees, at its expense, to protect Legrand against any third party claims alleging an infringement or misappropriation by the Supplier of any patent, copyright, brand or know-how belonging to a third party. Nevertheless, Legrand has the possibility of being represented by a lawyer of its choice at the Supplier's expense.

16.2.5. The Supplier shall thus bear the consequences of all judgements handed down by the competent court, once the judgement has become enforceable. Where, according to the Supplier, the use of Goods or Services is or may be likely to form the subject of such a claim, the Supplier may alternatively (a) replace the Goods or Services with a legitimate item or service, which is functionally equivalent, or (b) obtain authorisation for Legrand to continue to use the Goods or Services in question, or, if these solutions cannot be reasonably envisaged by the Supplier, (c) terminate the business relationship and refund the price paid in advance, at its own expense.

16.2.6. Unless specified otherwise, the Supplier explicitly undertakes not to supply any Results to third parties. Any breach of this clause would constitute a reason for termination of the contractual business relationship between the Parties on the grounds of a breach of contract, without prejudice to any other remedy.

## **17. Reversibility**

- 17.1. The Supplier undertakes to ensure the reversibility of services provided, from a technical viewpoint, and to do everything necessary, from a legal and human resources viewpoint, to enable Legrand to take back provision of the Supplier's services, or have this taken back by a third party appointed by it, under the best possible conditions. In order to ensure the transfer of knowledge, the Supplier undertakes to reply in writing to all written questions submitted by Legrand.
- 17.2. In the event of the expiry or termination of the business relationship between Legrand and the Supplier, for any reason whatsoever, Legrand shall be entitled to require the Supplier to provide it with all the necessary information to enable reversibility.
- 17.3. The right in clause 17.2 may be exercised during the three (3) months prior to the expiry of this business relationship or, in the event of early termination, during the period necessary for reversibility to be implemented and, at the latest, at the end of a period of two (2) months from the date on which this termination is declared. Therefore, during these periods, the Supplier must maintain the technical and human resources necessary to ensure continuous provision of the service.
- 17.4. On the effective transfer date, the Supplier shall make the following items available to Legrand:
- Any hardware and/or software that may have been made available to the Supplier by Legrand, to the extent that these resources continue to exist on the effective transfer date; and
  - All documentation relating to the services provided created or amended by the Supplier as part of its service, in its latest version, and, more generally, all documents and/or information which may have been placed at its disposal by Legrand.
- 17.5. On request, during the two (2) month period following the transfer date, the Supplier shall provide Legrand or any third party named by the latter with its technical assistance, to facilitate it taking back the services entrusted, on condition that this third party is not a direct competitor of the Supplier, working to provide the same type of service as the latter to the same type of customer base. The Supplier and Legrand agree on the following financial provisions, with regard to the reversibility assistance services provided by the Service Provider, including those relating to the transfer of information:
- If the reversibility situation results from early termination of the business relationship, following a breach by the Service Provider, Legrand shall not be invoiced for the reversibility assistance services,
  - If the reversibility situation results from the occurrence of a case of force majeure, the costs of reversibility assistance incurred by the Supplier shall be shared equally by Legrand and the Supplier,
  - If the reversibility situation results from any other reason for suspending this business relationship then as stated in sub a or b, Legrand shall be invoiced in full for the reversibility assistance services provided by the Supplier, based on the Supplier's rates on the day on which the services are provided.

## **18. Personal Data**

- 18.1. Within the framework of relations between the Parties, the Supplier may be required to provide Legrand, or Legrand may obtain as part of the implementation or fulfilment of an Order with the Supplier, personal data relating to natural persons acting on behalf of and in the name of the Supplier and, where applicable, natural persons acting on behalf of its subcontractors (the "Data Subjects"). This personal data may include, in particular, the name of the Data Subjects, their contact details, and their role within the Supplier's or subcontractor's organisation. Legrand shall process this data for the purpose of complying with a legal obligation (anti-corruption, combating fraud, accounting, etc.), the basis of legal for such processing being compliance with a legal obligation to which Legrand is subject. It may also process data for the purposes of negotiating the Order between the Supplier and Legrand, placing an Order, managing and monitoring the fulfilment of an Order. It may also process data as part of administrative operations relating to an Order for the purposes of selecting suppliers and preparing documentation and financial statistics, when the legal basis for such processing is in Legrand's legitimate interest, which consists, as the case may be, of implementing and ensuring the fulfilment of an Order, selecting and monitoring its suppliers, and compiling statistics on the activities.
- 18.2. Legrand undertakes not to retain this data for a period exceeding five (5) years following the final commercial transaction, except where a longer retention period is authorised or required by a legal or statutory provision, or if the Data Subjects have exercised one of the rights conferred on them by law, under the conditions set out below.
- 18.3. Access to this data is strictly limited to employees who are authorised to process it on account of their position and to Legrand's service providers acting as subcontractors, within the limits of their remit, except where Legrand is required to disclose this data for legitimate reasons (legal obligation, combating fraud or abuse, exercising rights of defense, debt collection, etc.). Should the Order necessitate the involvement of Legrand's subsidiaries, Legrand may be required to make the personal data available to them. In the event of this data being transferred outside the European Union, Legrand undertakes to implement the necessary safeguards to ensure the protection and confidentiality of data and a copy of the safeguards implemented may be obtained from the Legrand Data Protection Officer whose contact details are outlined below.

- 18.4. Pursuant to the General Data Protection Regulation no. 2016/679 of 27/04/2016, Data Subjects have a right of access, correction, portability, erasure and limitation over the processing of personal data relating to them. They may request the deletion of their personal data or object to its processing, unless this processing is based on a legal obligation. They also have the right to determine what happens to their personal data after their death.

Legrand has appointed a Data Protection Officer to handle such requests:

By post: Legrand Nederland B.V., attn. DPO/Legal Department, Van Salmstraat 76, 5281 RS Boxtel (the Netherlands)

By e-mail: [nl-box-sm-avg-contact@legrand.nl](mailto:nl-box-sm-avg-contact@legrand.nl)

Affiliated Dutch companies of Legrand have other contact details for the purpose of GDPR:

By post: Minkels B.V., attn. DPO/Legal, Eisenhowerweg 12, 5466 AC Veghel (the Netherlands) By e-mail: [vmi-sm-avg-contact@minkels.com](mailto:vmi-sm-avg-contact@minkels.com)

- 18.5. Requests will be dealt with within one (1) month of receipt. If necessary, this period may be extended by a further two (2) months, depending on the complexity and number of requests received. In this event, Data Subjects shall be informed of this extension and the reasons for deferral, within one (1) month of their request being received. No payment shall be required to exercise these rights except in the event of a manifestly unfounded or excessive request. In this case, Legrand reserves the right not to reply to the request, in accordance with the General Data Protection Regulation. Should Data Subjects still not be satisfied with Legrand's response, Legrand reminds them that they are at liberty to lodge an appeal with the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*): [autoriteitpersoonsgegevens.nl](http://autoriteitpersoonsgegevens.nl)
- 18.6. The Supplier undertakes to provide all of the above information, as well as the contact details of Legrand as set out on the first page of these General Terms and Conditions of Purchase, to the Data Subjects at the latest when their personal data is disclosed to Legrand or the Data Subjects are involved in the implementation or fulfilment of an Order. Reciprocally, the Supplier undertakes to ensure strict compliance with personal data protection regulations, in particular the General Data Protection Regulation, for any processing of personal data that it implements in its capacity as data controller, including any processing of the personal data of natural persons acting on behalf of Legrand that it may carry out for the purposes of negotiating, placing, and fulfilling an Order and/or complying with a legal obligation and/or as part of a legitimate interest. If, when fulfilling an Order, the Supplier processes personal data as a data processor under the provisions of the General Data Protection Regulation, the Supplier undertakes to:
- a) only process personal data in accordance with the documented instructions provided by Legrand, including with regard to transfers of personal data outside the European Union, except where required to do so by a legal obligation to which it is subject. In this case, the Supplier shall inform Legrand of this legal obligation prior to processing the personal data, unless prohibited by law for important public interest considerations. In addition, the Supplier shall immediately inform Legrand if, in its opinion, any instruction given by Legrand constitutes a breach of the General Data Protection Regulation;
  - b) process data solely for the specific purpose(s) defined by Legrand, unless otherwise instructed by Legrand;
  - c) grant members of its staff access to personal data only to the extent strictly necessary for the fulfilment, management, and monitoring of the Order, and ensure that individuals authorised to process personal data undertake to respect the confidentiality thereof or are subject to an appropriate legal confidentiality obligation;
  - d) implement all the technical and organisational means and measures necessary to ensure that the processing of personal data is secure and to guarantee the confidentiality of the personal data processed as part of the Order. These measures include protecting the data against any security breach resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data (personal data breach). In assessing the appropriate level of security, the parties shall take due account of the level of knowledge, the costs of implementation, and the nature, scope, context, and purposes of the processing, as well as the risks to data subjects;
  - e) only make use of sub-processors to process personal data with the prior written agreement of Legrand. The Supplier shall submit the request for specific authorisation together with the information required to enable Legrand to reach a decision regarding this authorisation. The Supplier must enter, with each authorised sub-processor, into a written agreement including the same obligations for this sub-processor as those imposed on the Supplier in this document. Upon request from Legrand, the Supplier must provide Legrand with a copy of this agreement with the sub-processor and any subsequent amendments thereto. If the sub-processor fails to meet its data protection obligations, the Supplier shall remain fully liable towards Legrand for the sub-processor's fulfilment of its obligations;
  - f) assist Legrand in responding to requests from data subjects to exercise their rights, taking into account the nature of the processing. The Supplier shall also inform Legrand immediately of any request it receives from a data subject. It must not follow up this request itself, unless Legrand has authorised it to do so;



- g) assist Legrand in complying with its obligations regarding data protection impact assessments and prior consultation with the relevant supervisory authority;
- h) inform Legrand immediately and in any event within a maximum of seventy-two (72) hours from the time the Supplier is informed, of any personal data breach, and provide it with the information listed in Article 33.4 of the General Data Protection Regulation. In this case, the Supplier must assist Legrand in its obligation to inform the supervisory authorities and the data subjects, where applicable;
- i) take account of the principles of data protection by design and by default in its tools, products, applications and services;
- j) provide Legrand with any information necessary to demonstrate compliance with its obligations as a data processor, as set out in Article 28 of the General Data Protection Regulation and herein;
- k) provide Legrand, upon request, with a copy of the register(s) of processing operations concerning the processing of personal data carried out by the Supplier on behalf of Legrand;
- l) permit and contribute to audits, including inspections, by Legrand or an auditor appointed by Legrand; and
- m) once the Order has been fulfilled, for any reason whatsoever, return or destroy, at the discretion of Legrand, any personal data received or collected in connection with the Order. In the event personal data is destroyed, the Supplier undertakes to provide Legrand with a written document, signed by its duly authorised representative, attesting to such destruction.

For each Order for which the Supplier acts as a data processor, the Parties shall specify in the Order or in the terms and conditions the scope and duration of the processing entrusted to the Supplier, the nature and purpose of the processing, the type of personal data and the categories of data subjects, and where applicable, the specific security measures to be complied with by the Supplier with regard to personal data protection.

## **19. Cancellation**

19.1. Notwithstanding any other provision to the contrary, Legrand shall be authorized, at its discretion, to suspend the performance of its obligations related to the Order in full or in part or to cancel the Order in full or in part by means of a written statement without court intervention (and with immediate effect), without Legrand being obliged to pay any compensation, in any of the following cases:

- a) A failure on the part of the Supplier to fulfil any or all of their contractual obligations, and specifically, in the event of a failure by the Supplier to fulfil one of the obligations relating to social responsibility, statutory obligations, information security and personal data, compliant delivery and warranty obligations, confidentiality and industrial property, absence of assignment or unauthorised sub-contracting, incumbent on it under the terms of these General Terms and Conditions of Purchase);
- b) (an application for) suspension of payments or a liquidation order against the Supplier;
- c) The Supplier is placed under curatorship or is put under administration;
- d) The sale or termination of the Supplier's business activities;
- e) Revocation of the Supplier's licenses necessary for the performance of the Order; or
- f) Attachment of a significant part of the Supplier's business assets.

19.2. All claims Legrand may have or receive as a result of the events mentioned in Article 17.1. above, will be immediately due and payable in full.

19.3. Should the Supplier come under the control of another company, it undertakes to inform Legrand of this as soon as possible, by registered letter with acknowledgement of receipt. In this event, Legrand shall have a period of twelve (12) months from notification of the change of control within which to decide whether to terminate the business relationship, without compensation for the Supplier. In this case, notice of termination shall be issued in a registered letter, unless the Parties decide to agree on different terms and conditions for terminating the business relationship.

## **20. Liability and Insurance**

20.1. The Supplier shall be liable for all direct and consequential damage caused to third parties or to Legrand, its representatives or agents, when fulfilling, failing to fulfil or incorrectly fulfilling the Order, or resulting therefrom, either due to the Supplier's failure to comply with its contractual obligations, or as the result of the latter's civil liability or that of its representatives, agents or subcontractors being invoked.

20.2. The Supplier shall indemnify Legrand against all third-party claims arising from the Order, the agreement, and/or these General Purchasing Terms and Conditions.

20.3. The Supplier hereby declares that it has taken out an insurance policy, with a reputedly solvent insurance company, the purpose of which is to cover the financial consequences of civil liability that it may incur due to bodily injury or material or immaterial damage. The Supplier undertakes to provide Legrand with the corresponding certificates every year. The

Supplier also undertakes to pay all insurance premiums relating to this policy throughout the period of fulfilment of the Order.

- 20.4. Legrand will not be liable for damage incurred by the Supplier, unless the damage is the result of an intentional act or willful recklessness exclusively on the part of Legrand's executive staff.

## **21. Governing Law and Disputes**

- 21.1. The Order and the effects thereof shall be governed by Dutch law, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 21.2. The Parties undertake to jointly examine all disputes that may arise between them, in the most cooperative manner. During this period of mediation and as part of the handling of all disputes, the Parties undertake to make every effort to minimise the resulting financial consequences for the Parties and, specifically, for the Supplier, to suspend fulfilment of the Order if requested to do so by Legrand. If this proves to be unsuccessful, all disputes between Legrand and the Supplier will be settled by the competent court in 's-Hertogenbosch (the Netherlands).

## **22. Miscellaneous**

- 22.1. Invalidity of a provision of the agreement concluded between the parties and/or these General Purchasing Terms and Conditions will have no consequences for the validity of the other provisions of the agreement and these General Purchasing Terms and Conditions. If and to the extent that a provision of the agreement and/or these General Purchasing Terms and Conditions should be void or would be unacceptable according to the standards of reasonableness and fairness, a provision will apply between the parties that, taking all circumstances into account, is acceptable and reflects the intention of the Parties.
- 22.2. In the event of force majeure on the part of either of the parties, the performance of the Order will be suspended in full or in part for the duration of the period of force majeure, without the parties being obliged to pay the other party any compensation.
- 22.3. If the situation of force majeure lasts longer than thirty (30) days, the other party will be entitled to terminate the Order, by means of a registered letter, immediately and without court intervention and without this giving rise to any right to compensation. Force majeure on the part of the Supplier will in any case not include: personnel shortages, strikes, weather conditions, breach of contract on the part of third parties engaged by the Supplier, breakdown of resources or shortage of materials and liquidity and solvency problems on the part of the Supplier.

## **PART B SUBCONTRACTING**

### **23. Method of Execution of Work**

- 23.1. The Supplier shall exercise the care of a good contractor in his work.
- 23.2. The Supplier shall execute the assignment in a proper, sound, and professional manner, employing competent personnel and using appropriate equipment. Such materials must: (i) be suitable for their intended purpose, (ii) comply with applicable regulations and instructions from government agencies, services, and utilities, and (iii) meet the orders and instructions of Legrand.
- 23.3. The Supplier is obliged to follow the orders and instructions given by Legrand.
- 23.4. Legrand is entitled to inspect the Supplier's Work at any time.
- 23.5. The Supplier undertakes to comply with all regulations related to the parts of the Work he is to perform, as Legrand would have to comply with if he were performing this part of the Work himself.
- 23.6. The Supplier is obliged to check the drawings and descriptions provided for errors and ambiguities and to inform Legrand immediately upon discovery of any.
- 23.7. Ownership of all items delivered in the context of the Work transfers to Legrand upon installation.

### **24. Obligations Related to Laws and Regulations and Other Provisions**

- 24.1. The Supplier is obliged to comply with all regulations of the Foreign Nationals (Employment) Act (WAV), the Intermediaries (Labour Force Allocation) Act (WAADI), the Misleading Arbitration Act (WAS) and the Compulsory Identification Act (WID). The Supplier indemnifies Legrand against any fines and/or damages and/or sanctions for violation of these regulations.
- 24.2. The Supplier is required to comply with the obligations of the on the Work applicable Collective Labor Agreement (CAO).
- 24.3. The Supplier shall ensure that he obtains all permits that may be required in connection with the execution of the Order.
- 24.4. The Supplier is prohibited from assigning, pledging, or transferring ownership of the amount included in the subcontracting sum for social insurance premiums and wage tax under any title.

- 24.5. To prevent claims under the Chain Liability Act (WKA), the Contractor is required to maintain such administration that the actual labor costs can be determined per project. Legrand has the right to inspect this administration at any time. Furthermore, the Contractor is obliged to submit the following documents to Legrand whenever requested, unless otherwise stated:
- A valid proof of registration with the relevant implementing institution;
  - A statement of his wage tax number;
  - An extract of his registration in the trade register of the Chamber of Commerce; this extract must not be older than two (2) months;
  - A statement no older than three (3) months from the implementing institution and the Tax Authorities regarding his payment behavior;
  - Any other document that Legrand may require to assess the Contractor's solidity and payment behavior;
  - A copy of his G-account agreement issued by the credit institution where the account is held.
- 24.6. If the Supplier wishes to use employees provided by a third party in the execution of the Work, he must notify Legrand in writing. If Legrand objects to the use of employees provided by a third party, he will inform the Supplier within a reasonable period.
- 24.7. Furthermore, the Contractor is required to provide Legrand with a copy of the identity document and a written statement of the name, address, place of residence, and date of birth of each worker from outside the EEA and Switzerland – employees for whom a work permit is required according to the Foreign Nationals Employment Act (WAV) – that he employs and/or lends to Legrand.
- 24.8. In the event of subcontracting by the Supplier or the use of employees provided by a third party as referred to in the previous paragraphs, the Supplier or the lender is obliged to provide Legrand with the administrative data referred to in Article 6, first paragraph, sub c of the Implementation Regulation for Hirers, Chain and Client Liability 2004 upon first request.
- 24.9. On the first working day of each calendar week, the Contractor must provide Legrand with a written statement of:
- The names of the workers he employed at the Work and/or made available to Legrand in the previous week;
  - A specification showing how many hours each of these workers worked and when those hours were made.
- 24.10. The Contractor is obliged to allow Legrand to verify the accuracy of the data referred to in this article as well as compliance with his tax and premium obligations in his administration.
- 24.11. Changes to one or more of the data referred to in this article must be reported to Legrand in writing without delay.
- 24.12. If the Contractor is a subcontractor within the meaning of Articles 35 of the Collection Act 1990, he is required to maintain the G-account referred to in those articles and to strictly comply with the associated regulations. If the Contractor is a lender within the meaning of Articles 34 of the Collection Act 1990, he is required to maintain the G-account referred to in those articles and to strictly comply with the associated regulations.
- 24.13. The Supplier guarantees that a person is always present at the Work who speaks Dutch and can communicate in the language of the Supplier's employees that are present.

## **25. Direct Price Offer**

The Supplier is not allowed to make price offers to the Main Contractor for work that is considered an extension or modification of Legrand's work from the time the agreement is concluded, unless with prior written consent from Legrand.

## **26. Commencement of Work, Execution Duration**

- 26.1. Legrand must ensure that the Supplier starts his work on the date specified in the agreement.
- 26.2. If it is not possible for the Supplier to start his work on the date specified in the Order, Legrand is obliged to notify the Supplier as early as possible, but no later than five (5) working days, or as many working days as agreed upon by the parties, before the agreed start date.
- 26.3. The Supplier has the right to an extension of the execution period or the delivery period if, due to force majeure, circumstances attributable to Legrand, or changes in the Order or the conditions of execution, it cannot be reasonably expected that the Work assigned to him will be completed within the period specified in the Order.
- 26.4. If the commencement or progress of the Work assigned to the Supplier is delayed due to circumstances attributable to the Supplier, the resulting damage to Legrand must be compensated.

## **27. Setup, Worksite, Items Provided to the Supplier**

- 27.1. With regard to the Work assigned to the Supplier, Legrand shall ensure:
- Good accessibility and passability of the worksite;
  - Break rooms and sanitary facilities (also) for the Supplier.

- 27.2. Legrand shall ensure that the Supplier has timely access to the items specified in the agreement. These must meet reasonable requirements.
- 27.3. The Supplier is obliged to use the items provided by Legrand properly.
- 27.4. The costs of gas, water, and electricity consumption, as well as any payable charges, are borne by Legrand.
- 27.5. The Supplier shall ensure that waste generated during the execution of the Work assigned to him is deposited in the places designated by Legrand or in the designated container(s).

## **28. Weekly Reports, Construction Meeting Minutes**

- 28.1. If the agreement specifies that the Supplier must prepare weekly reports, Legrand may require the use of a model provided by him. In that case, the Supplier shall submit the report as soon as possible, but no later than the fifteenth (15) day after the end of the workweek to which it relates. If Legrand agrees with the content of the weekly report, he shall sign it for approval no later than the fifth (5) working day after it has been submitted to him. If Legrand does not agree with the content of the weekly report, he shall also sign it no later than the fifth (5) working day after it has been submitted to him, but with an annotation indicating the parts and reasons for his objections.
- 28.2. If weekly reports are made by or on behalf of the Main Contractor, Legrand is obliged to provide the Subcontract.
- 28.3. If weekly reports are prepared by Legrand, Legrand is obliged to provide the Supplier with a copy, insofar as these reports relate to the Work assigned to the Supplier.
- 28.4. If construction meetings are held, Legrand must inform the Supplier about matters discussed in the meeting, insofar as they relate to the Work assigned to the Supplier. In such cases, Legrand will provide the Supplier with copies of the relevant passages from the minutes of the construction meeting.

## **29. Payment**

- 29.1. Payment of an invoice will only be made if it meets the requirements specified in the Order.
- 29.2. If the Order stipulates that a document must be attached to an invoice showing that the invoiced performance has been delivered, Legrand must issue that document no later than four (4) days after an inspection has confirmed that the relevant performance has been delivered.

## **30. Insurance Premiums and Wage Tax**

- 30.1. Legrand has the right to pay the social insurance premiums, VAT, and/or wage tax owed by the Supplier or the lender with respect to the Work assigned to the Supplier or the hired employee, for which Legrand is jointly liable under the Collection Act 1990, by depositing it into the blocked account of the Supplier or the lender as defined in the Collection Act 1990.
- 30.2. Legrand has the right to withhold the social insurance premiums, VAT, and/or wage tax referred to in the previous paragraph from the subcontracting sum or the lending fee and to pay it directly to the Tax Authorities/Central Administration on behalf of the Supplier or the lender if Legrand reasonably believes that this is necessary to limit the risk of joint liability referred to in the previous paragraph.
- 30.3. If Legrand reasonably believes that the Supplier or the lender will owe a higher amount of social insurance premiums, VAT, and/or wage tax with respect to the Work assigned to him or the hired employee than the percentage specified in the Order, this percentage can be adjusted accordingly in consultation with the Supplier or the lender.
- 30.4. If Legrand exercises the rights described in paragraphs 1 and 2, he is discharged from liability to the Supplier for the amounts referred to therein.
- 30.5. If Legrand is held liable for social insurance premiums, VAT, and/or wage tax owed with respect to the Work assigned to the Supplier or a hired employee, Legrand has recourse against the Supplier or the lender for the full amount paid by him under this liability.

## **31. Final Settlement**

If Legrand intends to submit his final settlement to the Main Contractor, he will request the Supplier in writing to submit his final settlement to Legrand. Unless otherwise agreed, the Supplier shall submit his invoice for the amount still due to him to Legrand within four (4) weeks of receiving this request.

## **32. Security**

- 32.1. Subject to the provisions of paragraph 5, Legrand is entitled to require the Supplier to provide security for the fulfillment of his obligations under the Order; if the Supplier is required to provide security, the provisions of paragraphs 2 to 4 of this article shall apply.
- 32.2. Unless otherwise agreed, the value of the security is equal to 5% of the contract sum agreed with the Supplier and must be provided in the form of a bank guarantee.

- 32.3. If Legrand intends to invoke the bank guarantee, he will notify the Supplier by registered letter. Legrand is entitled to invoke the bank guarantee.
- 32.4. The security remains in effect until the Work assigned to Legrand is considered completed, provided that if defects are found in the Supplier's Work that do not prevent the completion of the total Work, the security remains in effect until the Supplier has remedied these defects.
- 32.5. Legrand is not entitled to require the Supplier to provide security for the fulfillment of his obligations if it has been agreed that the contract sum will be wholly or partially withheld. Such withholding occurs if the Supplier is paid less than the sum of the values of the Work already performed.



# SUPPLIER CODE OF CONDUCT



#LegrandImprovingLives





*Legrand's purpose is to improve lives. By means of its actions to encourage ever more responsible development, Legrand provides concrete answers to societal and environmental challenges.*

*We are therefore committed to the decarbonisation of our operations and products, especially by optimising our industrial facilities, deploying eco-design processes, promoting the circular economy and using green energies.*

*We are also committed to promoting diversity and inclusion in compliance with local regulations and the most advanced societal and ethical standards.*

*We are convinced that our Corporate Social Responsibility approach and related commitments are key factors in Legrand's performance, growth, and innovation.*

*The support and contribution of our partners and suppliers are key to achieving our objectives. Our responsible purchasing strategy focuses on fostering and developing collaboration with the partners and suppliers who support us in our approach, in order to build lasting, balanced and mutually beneficial relationships with them. It is within this framework that I am counting on you to join us in this approach and inviting you to sign the Legrand Supplier Code of Conduct, which is entirely in line with the Group's CSR policy.*

**Séréna SALAME**  
**Group Chief Procurement Officer**

# Legrand Supplier Code of Conduct

## introduction

*Improving lives  
means creating a  
more sustainable  
world for all*

As a specialist in electrical and digital infrastructures, Legrand provides simple, innovative, and sustainable solutions for buildings all over the world.

**The Legrand Group is committed to acting as a responsible player on a daily basis, applying the main international CSR standards.** It has been a member of the United Nations Global Compact since 2007 and is thereby committed to promoting the UN Sustainable Development Goals (SDGs). It also complies with the principles of the Universal Declaration of Human Rights and the GAI standards.

**This document, hereinafter referred to as the “Supplier Code of Conduct”, sets out the standards in terms of human rights, working conditions, respect for the environment and business integrity to which Legrand adheres and to which suppliers and partners must adhere throughout their business relationship with the Group.**

By signing this Supplier Code of Conduct, suppliers undertake to comply with international standards, applicable legislation and regulations, and more specifically the principles set out in this document. The signatories also agree to promote and enforce these principles among their own suppliers and partners.

**Legrand is committed to supporting its suppliers and partners in achieving the high standards it demands.** In accordance with our procedures, any failure to comply with or adhere to the fundamental rules and principles set out in the Supplier Code of Conduct may have consequences for the business relationship, up to and including its termination.



**CORPORATE SOCIAL  
RESPONSIBILITY**  
LEGRAND



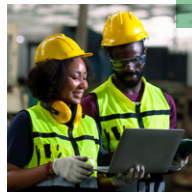
# Scope

The Supplier Code of Conduct is intended to apply without exception in any contractual and business relationship between any company in the Legrand Group and its suppliers and partners, as well as with respect to any relevant affiliate of the supplier and/or partner. Suppliers are any legal or natural person supplying the Legrand Group with products or services.

Business partners (sometimes referred to herein as "partners") are any legal or natural person, such as subcontractors, which the Legrand Group establishes a business relationship, particularly for the purposes of collaborating in business ventures or projects



## COMPLIANCE WITH LAWS AND REGULATIONS



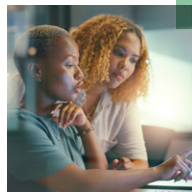
## HUMAN, LABOR AND SOCIAL RIGHTS

- Human rights and working conditions
- Health and security at work
- Diversity and inclusion



## ENVIRONMENT

- Reducing environmental impacts
- Managing controlled substances and conflict minerals



## INTEGRITY AND BUSINESS ETHICS

- Responsible supplier and partner relationships
- Good business practices
- Data protection



## ETHICS ALERT

*Ethical alert system, for reporting any conduct or situation that contravenes the present Code of Conduct.*

# COMPLIANCE WITH LAWS AND REGULATIONS

**Suppliers and partners must undertake to respect without restriction, and to ensure that others in their own value chains respect, all laws, regulations and international treaties applicable in the country in which they are established and in the countries in which they conduct business, directly or indirectly, in particular with regard to:**

- human, labor, social and fundamental rights;
- respect and protection of the environment;
- business ethics practices, in particular the fight against corruption, respect for competition law, intellectual property law and international trade rules; as well as
- protection of resources, particularly information and data.

When the applicable regulations and this Supplier Code of Conduct cover the same subject matter, the highest standards or most restrictive provisions apply.

We encourage our suppliers and partners to go beyond applicable minimum standards and demonstrate an even greater commitment to social, environmental and business ethics matters.



# HUMAN, LABOR

## AND SOCIAL RIGHTS

### Human rights and working conditions

Suppliers and partners must respect fundamental human rights and the dignity of the individual, in accordance with the principles set out in international and national laws, regulations and standards such as:

- the Universal Declaration of Human Rights;
- the ILO (International Labor Organization) Declaration, in particular the 10 conventions relating to fundamental principles and rights at work;
- the Global Compact, in particular the principles relating to Human Rights and labor standards;
- the International Covenant on Civil and Political Rights (ICCPR);
- the International Covenant on Economic, Social and Cultural Rights (ICESCR);
- the United Nations Guiding Principles on Business and Human Rights (or "John Ruggie Report");
- the UN Sustainable Development Goals (SDGs).

Suppliers and partners, when they engage directly or indirectly in outsourcing, have the obligation to comply with current local, national and international regulations regarding employment and professional relations.

In particular, suppliers and partners undertake to respect:

- Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87).
- The Right to Organize and Collective Bargaining Convention, 1949 (No. 98).
- The Forced Labor Convention, 1930 (No. 29) (as well as its 2014 protocol).
- The Abolition of Forced Labor Convention, 1957 (No. 105).
- The Minimum Age Convention, 1973 (No. 138).
- The Worst Forms of Child Labor Convention, 1999 (No. 182).
- The Equal Remuneration Convention, 1951 (No. 100).
- The Discrimination (Employment and Occupation) Convention, 1958 (No. 111).
- The Occupational Safety and Health Convention, 1981 (No. 155).
- The Promotional Framework for Safety and Health at Work Convention, 2006 (No. 187).

In particular, suppliers and partners undertake to:

- respect the minimum legal age indicated by local legislation and, notwithstanding if local laws may permit it, prohibit the employment of children under the age of 15;
- prohibit forced labor, servitude and any other form of work that is not performed voluntarily in exchange for legal compensation and by a person with free will;
- prohibit clandestine or hidden work;
- prohibit all forms of discrimination, particularly based on skin color, gender, sexual orientation, language, political or philosophical beliefs, religion, origins, ethnicities or disability;
- prohibit all forms of mistreatment, inhumane treatment or all forms of harassment (moral, physical or sexual);
- offer decent working conditions, particularly with regard to health and safety rules adapted to the activities carried out;
- respect the legal duration of daily, weekly and rest work;
- Comply with applicable laws relating to wages, including those regarding minimum wage, overtime and legally authorized fringe benefits. If local law does not set a minimum salary, it must be equivalent to the salary offered on the market for an equivalent position; and
- to respect freedom of association.

Suppliers and partners undertake to ensure that those in the value chain respect these rules. They also undertake not to enter into or suspend any business relationship with an actor who contravenes these rules.

# HUMAN, LABOR

## AND SOCIAL RIGHTS - (continued) -

### Health and security at work

Suppliers and partners shall implement an effective occupational health and safety (OHS) management system such as ISO 45001. Legrand encourages third-party certification of this system which guarantees continuous improvement in terms of health and safety at work.

Suppliers and partners undertake to respect high standards of health and safety in their activities, to improve the safety of their employees, reduce risks (accidents, occupational illnesses, etc.) in the workplace and create better and safer working conditions.

Suppliers and partners undertake to:

- have a written health and safety policy, preferably signed by management;

- inform and train their employees, particularly those in a managerial position, on their health and safety policy;
- assess workplace risks and implement the necessary actions to alleviate/prevent and/or manage the risks identified via a continuous improvement process;
- apply this approach to third parties in their own value chain;
- regularly assess, particularly through documentary and physical audits, the evolution of the situation and risks within their company(ies) and their value chain in order to update their health and safety policy accordingly; and
- implement an alert and risk reporting procedure.

### Diversity and inclusion

Legrand asks its suppliers and partners to contribute to the elimination of all forms of discrimination and to promote equal opportunities by prohibiting within them and within their own value chain any form of discrimination, intimidation and speech which would be based in particular on:

- gender;
- presence of disabilities;
- age;
- origin (social, cultural or ethnic);
- religion;
- political or philosophical beliefs; or
- sexual orientation.

Legrand encourages its suppliers and partners to deploy a Diversity and Inclusion policy and to initiate a third-party certification or labeling process for their company.

Suppliers and partners must ensure that their own alert mechanism allows the collection and processing of reports of discriminatory behavior.



# ENVIRONMENT

## Reducing environmental impacts

Suppliers and partners have the obligation to comply with local, national and international regulations in force and applicable to their activities in the field of environmental protection.

In particular, on the following subjects,

**Water:** suppliers and partners must treat wastewater before discharging it into the natural environment or discharging it into authorized treatment plants. Legrand will give preference to suppliers and partners with a policy supporting the reduction of water consumption.

**Waste:** suppliers and partners must programmatically segregate hazardous waste from non-hazardous waste by specific sorting, store each in suitable and legally compliant containers and conditions, and ensure they are each properly handled/treated in accordance with current local regulations. Legrand prefers suppliers and partners with policies supporting the reduction and recycling the waste.

**Certification of the environmental management system:** Legrand will give preference to suppliers and partners who have had their environmental management system certified (ISO 14001 or equivalent).

### **Energy consumption and atmospheric emissions:**

Legrand will give preference to suppliers and partners with a policy that targets controlling and reducing their energy consumption, emissions of greenhouse gases, noise, dust and volatile chemical emissions. With regard to greenhouse gases, suppliers and partners must measure their carbon footprint, set ambitious CO<sub>2</sub> emissions reduction targets and, ideally, formalize their commitments to the SBTi (Science Based Targets initiative).

### **Preservation of natural resources:**

Legrand will give preference to suppliers and partners with a policy of (a) controlling and reducing their use of raw materials in order to preserve natural resources, (b) using materials from recycling sectors and (c) supporting the circular economy. Legrand will give preference to suppliers and partners who commit to a policy of reducing packaging and, in particular, progressive goals toward the elimination of single-use plastic packaging.

Legrand prefers suppliers and partners who take environmental considerations into account in their innovation and manufacturing processes to provide products with as low an environmental impact as possible throughout their life cycle.



# ENVIRONMENT

- (continued) -

## Managing controlled substances and conflict minerals

Suppliers and partners are required to comply with current local, national and international regulations applicable to their management of hazardous substances and conflict minerals.

With regard to the use of dangerous substances, suppliers undertake in particular to respect, where applicable, the consolidated regulation (EC) 1907/2006 of December 18, 2006 concerning registration, evaluation and authorization of chemical substances, as well as the restrictions applicable to these substances (REACH) and the consolidated directive 2011/65/EU of June 8, 2011 relating to the restriction of the use of certain dangerous substances in electrical and electronic equipment (RoHS), including measurements/metrics included in such legislation.

In addition, Legrand asks its suppliers and partners, regardless of the manufacturing and marketing locations, to communicate for the products, components, substances, materials supplied:

- the presence of any dangerous substances;
- the proportion of these substances;
- the name of the regulation(s) associated with these substances;
- the specific measures to be adopted for use and end-of-life management;
- if applicable, documents attesting that the appropriate conformity assessment procedure has been applied and,
- If applicable, the safety data sheets established in accordance with Annex II of Regulation 1907/2006 or equivalent.

This information will be updated proactively by the suppliers and partners as soon as a revision of the regulations (or a modification to its annexes) comes into force.

With regard to minerals from conflict zones, suppliers, partners and subcontractors undertake, in particular, to comply with the OECD guide on due diligence for responsible supply chains for minerals from conflict or high-risk areas, including all of its annexes and supplements and, if applicable, to the consolidated Regulation (EU) 2017/821 of May 17, 2017 as well as the applicable requirements of Section 1502 of the Dodd-Frank Act, establishing obligations linked to the duty of care with regard to the supply chain for importers of tin, tantalum and tungsten and gold, also known as "3TG", potentially coming from conflict or high-risk areas.

Suppliers, partners and subcontractors undertake more specifically:

- not to source (directly or through subcontractors) minerals from conflict or high-risk areas;
- to comply with their supply chain due diligence obligations and maintain documentation demonstrating compliance with their obligations, including the results of verifications carried out by independent third parties;
- to put in place controls to monitor the origin of the minerals purchased and to communicate them to Legrand; and,
- to respect the Group's Conflict Minerals policy.

Legrand expects its suppliers and partners to communicate proactively their policy on conflict minerals or at least the duly completed and up to date CFSI CMRT (Conflict Minerals Reporting) Template and EMRT (Extended Mineral Reporting) Template upon request.

# INTEGRITY

## AND BUSINESS ETHICS

### Responsible supplier and partner relationships

Legrand is committed to building and maintaining lasting relationships with its suppliers and partners, based on trust and mutual respect, as well as good business practices.

### Good business practices

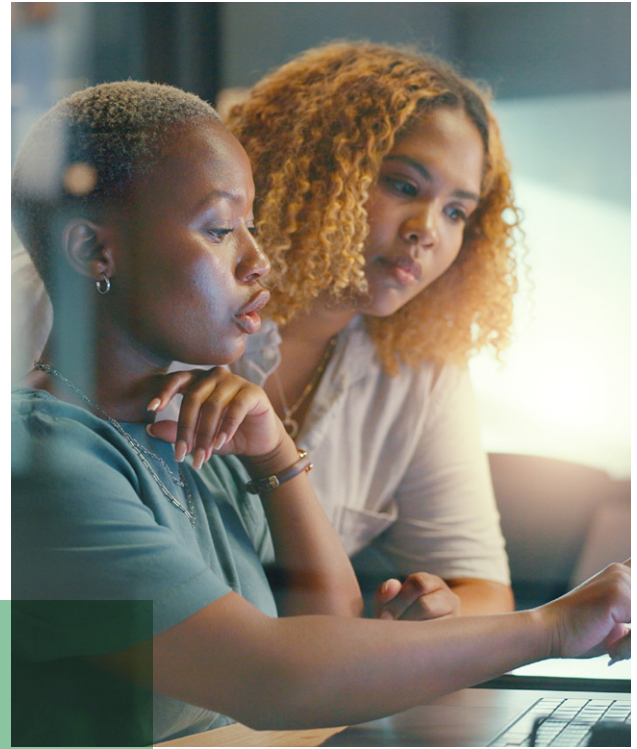
All commercial transactions must be carried out in a transparent manner while respecting at least the following rules ("**Rules of Good Practice**") :

- act with fairness, transparency and impartiality;
- respect the confidentiality of all information exchanged;
- commitments must be made in writing;
- fight against active and passive corruption and influence peddling, by putting in place measures to prevent and manage corruption risks, such as a code of conduct and Know Your Partners procedures, including measures design to detect and prevent private bribery, such as invitations or gifts made with the intent of obtaining compensation or business relationships and/or otherwise likely to compromise the commercial relationship;
- fight against extortion;
- fight against stock market offenses such as insider trading, price manipulation and publication of false or misleading information;
- fight against conflicts of interest by putting in place systems to prevent and manage conflicts of interest;
- fight against fraud, particularly tax and social fraud;
- fight against money laundering and terrorist financing, by implementing Know Your Customer (KYC) procedures;
- respect embargoes and international sanctions;
- respect free competition;
- respect intellectual property rights;

### Data protection

Suppliers and partners undertake to,

- respect the right to privacy and European data protection regulations (GDPR - General Data Protection Regulation);
- respect good practices and market standards in terms of cybersecurity, including the implementation of appropriate technical and organizational measures



- Respect the right to privacy and European regulations on data protection (in particular the GDPR);
- Comply with legal and regulatory provisions regarding IT security, as well as relevant internal Legrand instructions, in all cases where the provision of service involves access to the information systems of Legrand establishments.

Suppliers and partners undertake to comply with the laws, directives and regulations in force in the countries where they carry out their activities, as well as in the countries where they are established, and in particular with regard to the provisions governing these Rules of Good Practice.

Suppliers and partners undertake to ensure compliance with these Rules of Good Practice by all players in their own value chain. Suppliers and partners undertake not to have business relations with any actor who refuses to respect the Rules of Good Practice.

(aligned with good practices and market standards such as ISO 27001/2, NIST CSF or equivalent), rapid notification of security incidents and cooperation during audits and penetration tests. In addition, service providers must guarantee continuity of service and take care of any security failures identified during audits or tests.



## ETHICS ALERT

Legrand has set up Signal'Ethic, accessible at the following address: <https://legrand.signalement.net>

This ethics alert system allows all employees and stakeholders of the Legrand Group to report any conduct or situations contrary to the Supplier Code of Conduct, as well as any other illegal, unethical and/or dangerous fact or behavior affecting the interest general, to people or to the company.

In accordance with French and European regulations relating to the protection of whistleblowers and the [Group policy relating to the ethics alert system](#), any alert made via the above-mentioned address will be processed in such a way as to guarantee the rights of whistleblowers, notably:

- confidentiality regarding the identity of the whistleblower and the people involved in the report;
- the integrity and confidentiality of the facts subject to the report; and
- prompt processing of the report, at the latest within three months from acknowledgment of receipt of the report.
- The prohibition of retaliation against the whistleblower, the facilitators and people linked to the whistleblower.

By signing this Supplier Code of Conduct, suppliers and partners undertake to inform their employees who engage with Legrand of its existence.



# COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT AND AUDIT

**Signing this Supplier Code of Conduct is a prerequisite for any commercial relationship that the Legrand Group may initiate with a supplier or partner.**

In general, the Legrand Group expects its suppliers and partners to respect international standards, current legislation and regulations, and more specifically the principles set out in this Supplier Code of Conduct.

By signing and returning a signed copy of the Supplier Code of Conduct, the supplier or partner:

- agrees to having read all the principles set out in the Supplier Code of Conduct;
- undertakes to put in place the necessary means to comply with the above-mentioned requirements and also undertakes to pass through such requirements to all of its own suppliers and partners;
- agrees to respond to Legrand's request for completion of self-assessment questionnaires, and Legrand's right to audits supplier to confirm compliance;
- agrees to grant Legrand or its auditor(s) access to supplier's premises for auditors, internal or external, mandated by Legrand and undertakes to facilitate Legrand's access to the premises of supplier's own suppliers and partners in order to verify compliance herewith; and
- agrees that the Legrand may request corrective actions when deviations are noted in ethical, environmental and societal practices to meet the level of requirements described in this Supplier Code of Conduct, and that supplier will take such corrective actions.

**This approach is part of a collaborative dynamic and continuous improvement, and Legrand is committed to supporting you in achieving these objectives.**

## SUPPLIER OR PARTNER COMMITMENT

<p><i>Name of the company (the "Company"):</i></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <p><i>Company address:</i></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <p><i>Name and position of signatory:</i></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/>	<p><i>Stamp and signature preceded by the words "read and approved on behalf of and in the name of the Company":</i></p> <div style="border: 1px solid black; height: 150px; width: 100%; margin-top: 10px;"></div>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------