

GENERAL DELIVERY CONDITIONS OF LEGRAND NEDERLAND B.V.
AS FILED ON 2 FEBRUARY 2015 WITH THE CHAMBER OF COMMERCE
UNDER NUMBER 16048212

1 Definitions

- 1.1** In these General Delivery Conditions:
General Delivery Conditions means the present general conditions regarding the delivery of Products and Services by Legrand Nederland B.V.;
Services means the Assembly work offered by Legrand Nederland B.V. and for which Legrand Nederland B.V. hires a Subcontractor;
Incoterms means the most recent version on the date of the offer of the Incoterms drafted and issued by the International Chamber of Commerce;
Assembly Conditions means general conditions that apply besides the General Delivery Conditions to an Agreement for the delivery of Services by Legrand Nederland B.V. to the Principal;
Principal means the natural person to whom or legal entity to which Legrand Nederland B.V. delivers Products or renders Services;
Agreement means the (framework) agreement concluded between Legrand Nederland B.V. and the Principal for the delivery of Products or Services to the Principal by Legrand Nederland B.V.;
Products means the articles that are offered and/or manufactured by Legrand Nederland B.V.;
Legrand Nederland B.V.: means Legrand Nederland B.V. and/or its affiliated companies.

2 Applicability and precedence

- 2.1** These General Delivery Conditions will apply to all offers, quotations and Agreements for the delivery of Products and/or the performance of Services by Legrand Nederland B.V., unless expressly otherwise provided in writing.
- 2.2** Legrand Nederland B.V. expressly rejects the applicability of any general conditions of the Principal under any name whatsoever or of any changes made on the order form by the Principal.
- 2.3** Legrand Nederland B.V. reserves the right to supplement and/or amend the General Delivery Conditions at any time.
- 2.4** If the contents of the Agreement differs from these General Delivery Conditions, the contents of the Agreement will take precedence.

3 Conclusion of the Agreement

- 3.1** No oral undertakings by and commitments with persons under the control of Legrand Nederland B.V. will be binding on Legrand Nederland B.V. unless Legrand Nederland B.V. has confirmed them in writing.
- 3.2** The Agreement will not have been concluded until Legrand Nederland B.V. has confirmed an order of the Principal expressly in writing or has started with the execution thereof. If the Agreement is laid down in a written (framework) contract that has to be signed by both Legrand Nederland B.V. and the Principal, the Agreement will not have been concluded until both Legrand Nederland B.V. and the Principal have signed.

4 Price

- 4.1** The prices quoted by Legrand Nederland B.V. will be exclusive of VAT and other government levies.
- 4.2** The prices will, in principle, be based on condition DAP (Delivered At Place) Netherlands (Incoterms 2010).
- 4.3** Legrand Nederland B.V. will be entitled to adjust the price to any changes in factors determining the price after the date of the offer.
- 4.4** If a certain price has not been expressly agreed, the prices will be those on the price list of Legrand Nederland B.V. in force at the time of delivery.

5 Invoicing and Payment

- 5.1** Invoicing will take place at the time of delivery. All invoices must be paid 30 days after the invoice date at the latest, without any discount, set-off or suspension.
- 5.2** In the event of late payment, the Principal will be in default by operation of law and will be required to pay interest at a rate of 1.5% per month of the invoice value with effect from the invoice date as well as all judicial and extrajudicial costs in relation to collection of the claim.
- 5.3** The Principal will be obliged to inform Legrand Nederland B.V. in writing of any payment problems.
- 5.4** Prior to commencing the supply of the Products or Services, Legrand Nederland B.V. will be entitled at its discretion to require adequate security for the performance of the payment obligations by the Principal.
- 5.5** In the event of partial delivery, the Principal will be obliged to pay the relevant invoices as if they concerned an individual transaction.

6 Orders, delivery and passage of risk

- 6.1** Orders, deliveries and returns can take place only on the basis of standard packaging units (mbh).
- 6.2** Legrand Nederland B.V. will be entitled to make partial deliveries and issue partial invoices in that connection.
- 6.3** Unless expressly otherwise provided in writing, the Products will be delivered on condition DAP Netherlands (Incoterms 2010). For deliveries to other addresses than the standard addresses costs may be charged. For orders of less than EUR 350 net, the extra handling costs will be charged to the Principal subject to a minimum amount of EUR 25.
- 6.4** The methods of transport and packaging will be determined by Legrand Nederland B.V.
- 6.5** The Principal will be obliged to take delivery of the Products within six (6) months after Legrand Nederland B.V. received the order for delivery of the relevant Products from the Principal. If the Principal does not take delivery of the Products offered for delivery in accordance with the Agreement (on time) for any reason whatsoever, all costs incurred by Legrand Nederland B.V. in that connection and any additional costs of transport, custody and storage will be for the account of the Principal. These Products will be deemed to have been delivered.
- 6.6** Delivery terms will be regarded as a general indication and will never be of the essence, unless expressly otherwise agreed in writing. Failure to meet the delivery term will therefore never give any right to compensation. The Agreement can never be terminated due to failure to meet a delivery term, unless Legrand Nederland B.V. also fails to deliver within a reasonable delivery term communicated to it in writing.

7 Packaging

Unless otherwise agreed, all deliveries of Products will be inclusive of packaging, which will be the ownership of Legrand Nederland B.V. Legrand Nederland B.V. reserves the right to charge the packaging to the Principal. Carbon, paper and similar packaging material will not be taken back.

8 Return shipments

- 8.1** Legrand Nederland B.V. will not be obliged to honour any request of the Principal to return Products that were already delivered to the Principal.
- 8.2** If, however, Legrand Nederland B.V. accepts any Products back that were delivered to the Principal and returned, the following cumulative conditions will in any event apply:
(i) the Products must be undamaged and marketable;

- (ii) the Products must have been delivered by Legrand Nederland B.V. not longer than six months ago and concern a maximum of six months the annual volume required by the Principal;
- (iii) the Products must be offered properly and documented to Legrand Nederland B.V. free warehouse in the original, unbroken packaging in standard packaging units (mbh);
- (iv) Legrand Nederland B.V. does not accept any unannounced return shipments;
- 8.3** On acceptance of a return shipment, Legrand Nederland B.V. will credit the net value invoiced to the Principal for the Products delivered and to be returned, less an amount to cover costs, which will be 20% of the gross prices applicable to return shipments in respect of the Products delivered and to be taken back. A minimum gross refund amount will apply of EUR 50 per order line.
- 8.4** Specially produced Products, stainless steel Products and Products not featuring on the current standard price list are not returnable.
- 9. Warranty term**
the Products are guaranteed for a period of 2 years as from their manufacturing date, provided that they have been stored, installed and maintained in compliance with the standards in force and the specifications given in our catalogues and instructions, and that their failure does not result from abnormal use, neglect, malice or external accident. In all cases of its application, the warranty is limited to the supply of a replacement Product or full reimbursement of the suspect Product, excluding any other expense, charge or indemnity.
- 10. Reservation of title**
- 10.1** Title to the Products will not pass to the Principal until the Principal has fully paid all amounts that are due to Legrand Nederland B.V. for deliveries of Products or Services, including interest and expenses.
- 10.2** The Principal will not be authorised to transfer title to the Products delivered, wholly or partly, to a third party before the invoices have been paid in full.
- 10.3** If applicable, Legrand Nederland B.V. will be entitled to bring any Products to which it retains title back under its actual power at its discretion at the expense of the Principal. The Principal will be obliged to render its full cooperation for that purpose.
- 11. Complaints**
- 11.1** Any complaints of the Principal regarding incorrect, incomplete or lack of performance of any Agreement must be submitted in writing to Legrand Nederland B.V. within eight (8) days after the invoice date, subject to forfeiture of any right relating to a defect.
- 11.2** Defects in a part of the Products or Services will not give any right to reject the Products or Services that are not defective.
- 11.3** Lodging a complaint will not release the Principal from its payment obligations.
- 12. Liability for damage**
- 12.1** Legrand Nederland B.V. will not be liable for any damage occasioned on the part of the Principal due to defects of the Products or Services (including in cases in which a warranty has been agreed), nor for any other damage caused by Legrand Nederland B.V. or persons working at the orders of Legrand Nederland B.V., unless the damage exclusively arises from intentional acts or wilful recklessness on the part of Legrand Nederland B.V.'s executive staff.
- 12.2** The Principal will be obliged to report any damage that it has incurred to Legrand Nederland B.V. in writing as quickly as possible, but within eight (8) days after it occurred or became known at the latest. Any damage not reported within this term will not be eligible for compensation. All legal claims of the Principal against Legrand Nederland B.V. will in any event expire after one (1) year, to be counted from the date on which the relevant obligation fell due under the Agreement or the event causing the damage occurred.
- 12.3** The Principal will indemnify Legrand Nederland B.V. against all claims of third parties in connection with Products or Services that Legrand Nederland B.V. delivered to the Principal.
- 13. Intellectual property**
- 13.1** All intellectual property rights in the Products and Services will vest in Legrand Nederland B.V. The Principal will not be allowed to simplify, publish or imitate the Products in whole or in part without Legrand Nederland B.V.'s prior permission in writing.
- 13.2** The Principal will be allowed to sell the Products delivered by Legrand Nederland B.V. only under the brand, logo, trade name and specifications under which the Products were delivered to the Principal. The Principal may not change the quality of the goods that it purchased from Legrand Nederland B.V. (including their labelling, imprints and instructions).
- 13.3** The Agreement does not contain any assignment of any intellectual property rights within the framework of the Products delivered or Services rendered to the Principal and the related documents.
- 13.4** If Products are manufactured pursuant to instructions or drawings of the Principal, it will be obliged to indemnify Legrand Nederland B.V. against any claims that third parties might assert in relation to infringement of their rights to manufacture or sell such Products. If third parties assert such claims against Legrand Nederland B.V., Legrand Nederland B.V. will be entitled to suspend the production and/or delivery, while the Principal will be obliged to reimburse all ensuing damages and costs, including any legal costs.
- 14. Data and images**
Legrand Nederland B.V. will make an effort to correctly display all images, drawings, references to measurements and weights, tax diagrams, prices and all other data in promotional material, price lists and on Legrand Nederland B.V.'s web site. However, this obligation of Legrand Nederland B.V. will in no event constitute an obligation to produce a certain result.
- 15. Confidentiality**
- 15.1** The Principal must observe absolute confidentiality in respect of all information of Legrand Nederland B.V. (including ideas, know-how, trade secrets, data, procedures, samples, etc.) to which the Principal becomes privy within the framework of the Agreement and which Legrand Nederland B.V. has identified as confidential or of which the Principal can reasonably assume the confidential nature. The Principal will restrict access to such confidential information to persons who need to know that information for the performance of the Agreement. Unless Legrand Nederland B.V.'s prior permission has been obtained in writing, the Principal will not disclose any confidential information or any part of it and will not use the confidential information or any part of it for any purpose other than the performance of the Agreement.
- 15.2** The Principal will impose the same obligation as referred to in this Article on its employees or third parties engaged by it in the performance of the Agreement. The Principal warrants that these employees / third parties will not act in breach of the duty of confidentiality.
- 16. Force majeure**
- 16.1** Legrand Nederland B.V. will not be obliged to perform any obligation towards the Principal if Legrand Nederland B.V. is prevented from doing so due to circumstances for which it is not to blame. On the part of Legrand Nederland B.V., such circumstances will in any event include:
- circumstances relating to persons and/or material of which Legrand Nederland B.V. avails itself or customarily avails itself to perform the Agreement, of such nature as prevents performance of the Agreement or makes it so

objectionable and/or unreasonably costly for Legrand Nederland B.V. that Legrand Nederland B.V. can no longer be required to perform the Agreement or to perform it immediately;

- strikes;
- the condition that any performance that is relevant for Legrand Nederland B.V.'s own performance is not rendered or is not rendered properly or on time;
- war, riots and similar circumstances.

16.2 In the event of any of the circumstances referred to in the first paragraph of this Article, Legrand Nederland B.V. will be authorised to suspend performance of the Agreement until they no longer interfere with its performance. In the event that the circumstances continue or are reasonably expected to continue for more than three (3) months, the Principal will be authorised to terminate the Agreement. The Principal will not be entitled to compensation in this regard.

17 Suspension; termination

17.1 If the Principal fails in its performance of any obligation towards Legrand Nederland B.V., goes bankrupt, is granted a suspension of payments, is placed under legal guardianship or if an attachment is levied on property of the Principal, Legrand Nederland B.V. will be entitled, without any judicial intervention and without any compensation to the Principal, at its choice, to suspend deliveries of Products and Services wholly or partly for a definite or an indefinite period of time or to terminate the relevant Agreement wholly or partly with regard to the part still to be performed by written notice to the Principal, without prejudice to any other rights of Legrand Nederland B.V.

17.2 In the event of termination of the Agreement on the grounds described in the previous paragraph, any claim that Legrand Nederland B.V. might have on the Principal will fall due immediately in full.

18 Assignment; outsourcing

The Principal may not assign the rights and obligations arising for it under the Agreement and these General Conditions fully or partly to a third party without Legrand Nederland B.V.'s prior permission in writing.

19 Services

19.1 If Legrand Nederland B.V. renders any Services as part of the Agreement, Legrand Nederland B.V.'s Assembly Conditions will apply to the Agreement in addition to these General Delivery Conditions.

19.2 In the event that the contents of the Assembly Conditions differs from these General Delivery Conditions terms of their substance, the contents of the Assembly Conditions will take precedence.

20 Invalidity of a provision

20.1 Invalidity of any provision of the Agreement and/or these General Delivery Conditions will not affect the validity of the other provisions of the Agreement and/or these General Delivery Conditions.

20.2 If and insofar as any provision of the Agreement and/or these General Delivery Conditions is invalid, or unacceptable under the given standards of reasonableness and fairness, a provision will apply between the parties that approximates the parties' intention as closely as possible.

21 Applicable law and competent court

21.1 All Agreements to which these General Delivery Conditions are wholly or partly applicable will be governed by Dutch law.

21.2 Any disputes will be decided by the competent court of 's Hertogenbosch to the exclusion of any other court.

22. Compliance with provisions on embargoes

The Principal undertakes to comply with all laws and regulations on embargoes, sanctions of an economic, commercial or financial nature, and other restrictive measures

specified by the Netherlands, the United States, the European Union or any other applicable national legislation ("embargoes"), and to obtain all licences, shipping documents and authorisations required for the resale, export or re-export of Legrand Nederland B.V. Products.

Accordingly, the Principal undertakes not to:

- Export or re-export the Products covered by the Agreement, to a banned country, or one which is subject to restrictions, without having obtained all necessary authorisations from Dutch, European or American authorities or those of any other country that imposes export control;
- Supply the Products covered by the Agreement, to parties, organisations or entities subject to restrictions by the Netherlands, the European Union or any other country, nor to parties, organisations or entities about which there are reasons to believe that they fail to fully comply with the applicable national or international regulations;
- Export or re-export the Products covered by the Agreement, for the purpose of using them in sectors that are banned or subject to restrictions by virtue of laws and regulations on embargoes;
- Issue or collect any financial flows without having previously notified and/or obtained the necessary authorisations from the competent national authorities.

The Principal alone holds liability, in the capacity of reseller/exporter of the Products covered by the Agreement, as regards compliance with its obligations relating to the applicable embargoes, and undertakes to compensate and defend Legrand Nederland B.V. as regards any claims or proceedings instigated by authorities or third parties on the grounds of breaches of the provisions of this Article.

Legrand Nederland B.V. shall be entitled to audit the Principal's compliance with obligations relating to these matters. The Principal shall, in the framework of its sound business relationship with Legrand Nederland B.V., supply on request all licences, notifications or authorisations applied for and obtained, and information on the identity of customers to whom Legrand Nederland B.V. Products are resold, the intended use of Legrand Nederland B.V. Products and the financial institutions used to collect and issue payments. In turn, Legrand Nederland B.V. shall supply on request any information requested by the Principal, in particular any useful commercial documentation.

In the event of the Principal breaching any one of its obligations in the audit framework, and failing to remedy this or take positive actions for the purpose of remedying such default within three business days subsequently to receiving written notice to perform the one or several obligations, Legrand Nederland B.V. reserves the right to cancel the order or terminate the relevant Agreement, in all events, without such action creating any liability whatsoever with regard to the buyer or end user.

When the delivery of Products, Services or documentation requires an export or import permit from certain authorities, or is banned due to legislation on export/import controls, Legrand Nederland B.V. shall be entitled to suspend its obligations and the Principal's rights until the permit has been granted, or for the duration of such restrictions or bans. Legrand Nederland B.V. shall even be entitled to cancel the order, or terminate the relevant Agreement, in all events, without creating any liability whatsoever with regard to the buyer or end user.