

GENERAL PURCHASING CONDITIONS LEGRAND NEDERLAND B.V.

AS FILED ON 9 JANUARY 2009 WITH THE CHAMBER OF COMMERCE IN EINDHOVEN UNDER NUMBER 16048212

1	Definitions		
1.1	General Purchasing Conditions: these General Purchasing Conditions; Supplier: the person that delivers goods to Legrand Nederland B.V., provides services to it or has agreed with Legrand Nederland B.V. to do so, as well as the one to whom Legrand B.V. issues an instruction of a different nature; Delivery Instructions: the delivery instructions as laid down in a document provided to the Supplier by Legrand Nederland B.V.; Agreement: all (framework) agreements concluded between Legrand Nederland B.V. and the Supplier concerning the purchase of goods and/or services by Legrand Nederland B.V. from the Supplier, the Delivery Instructions, as well as any other instruction Legrand Nederland B.V. issues to the Supplier, Legrand Nederland B.V.'s Subcontracting Conditions, and all (legal) acts related to the above; Grande Nederland B.V.: Legrand Nederland B.V. and/or the companies affiliated with it.	5.6	Delivery will have been completed at the moment the goods have been received by or on behalf of Legrand Nederland B.V. and Legrand Nederland B.V. has accepted the delivery in writing. The latter signature does not detract from the fact that the delivered goods may be rejected on the basis of Article 7 of these General Purchase Conditions. Furthermore, the Supplier can derive no rights from the signature mentioned in the first sentence of this paragraph (5.6) and the signature does therefore not prevent Legrand Nederland B.V. from (for example) exercising its rights (among other things) arising from the Supplier's failure to comply with its obligations.
		5.7	The Supplier will not be authorised to suspend its duty to deliver if Legrand Nederland B.V. fails to comply with any of its obligations.
		5.8	A delivery note, stating Legrand Nederland B.V.'s reference and order number, must be sent with all goods. The identification regulations stated in the instruction or the order apply. If identification is lacking or incorrect, the Supplier may be required to identify the goods at Legrand Nederland B.V.'s location.
2	Applicability and preference	6	Performance of services
2.1	These General Purchase Conditions apply to all requests, quotations, offers, bids, instructions, orders, order confirmations, agreements and other legal acts related to the Supplier's supply of goods and provision of services to Legrand Nederland B.V. as well as to the Supplier's performance of instructions and execution of any other work on behalf of Legrand Nederland B.V.	6.1	The performance of services must be carried out in the manner and at the time as indicated in the order/instruction/agreement.
2.2	Deviations and/or additions to these General Purchasing Conditions have to be agreed explicitly and in writing.	6.2	The Supplier will be in default if it exceeds the agreed term for the performance of services.
2.3	The Supplier's general conditions, under whatever name, are explicitly excluded.	6.3	The performance of services will have been completed at the moment Legrand Nederland B.V. has confirmed in writing that the services performed have been carried out or that it has accepted the services provided. The Supplier can derive no rights from this confirmation or approval and the confirmation or approval therefore do not prevent Legrand Nederland B.V. from (for example) exercising its rights (among other things) pursuant to the Supplier's failure to comply with its obligations.
2.4	If the contents of the Agreement deviate from the contents of these General Purchase Conditions the contents of the Agreement will prevail.	6.4	The Supplier can only charge third parties with the performance of services with the prior written approval from Legrand Nederland B.V.
		6.5	The Supplier will be responsible and will arrange for the resources, personnel and/or third parties to be engaged in the performance of services.
		6.6	The Supplier will not be authorised to suspend the performance of services if Legrand Nederland B.V. fails to comply with any of its obligations.
3	Formation of the Agreement	7	Inspection
3.1	Quotations/offers/etc from the Supplier are irrevocable, unless it is unambiguous from the offer that it is without obligation.	7.1	Legrand Nederland B.V. will at all times be authorised to inspect, or have inspected, the goods delivered or to be delivered to it, or to investigate whether the services supplied have been carried out in accordance with the Agreement and these General Purchase Conditions. The Supplier will be obliged to render its full cooperation.
3.2	An agreement between Legrand Nederland B.V. and the Supplier will not be formed until Legrand Nederland B.V. has accepted a quotation/offer from the Supplier explicitly and in writing. If the Agreement is laid down in a written (Framework) Agreement that must be signed by both Legrand Nederland B.V. and the Supplier, the Agreement will not be formed until both Legrand Nederland B.V. and the Supplier have signed it.	7.2	If Legrand Nederland B.V. decides to reject goods or services, it will notify the Supplier thereof. Legrand Nederland B.V. will store, or have stored, the rejected goods for the risk and account of the Supplier. If the Supplier has not retrieved the goods within a term of fourteen (14) days after Legrand Nederland B.V. informed the Supplier that it rejected the delivered goods, Legrand Nederland B.V. will be authorised to return these goods to Supplier without the Supplier's approval and for the Supplier's risk and account. If the Supplier refuses to accept the goods, Legrand Nederland B.V. will be authorised to sell, store or destroy these goods for the Supplier's risk and account.
3.3	Orders/instructions issued verbally do not bind Legrand Nederland B.V., except to the extent the verbal order/instruction was confirmed explicitly and in writing by Legrand Nederland B.V.	7.3	The Supplier cannot derive any rights from the outcome of an inspection or investigation within the meaning of Article 7.1, nor from the fact that no inspection or investigation was conducted.
3.4	All costs incurred during the drafting of the offer will be for the account of the Supplier.	8	Ownership and risk
4	Prices	8.1	The ownership and risk of the goods will transfer from the Supplier to Legrand Nederland B.V. at the moment of delivery, unless (i) otherwise agreed, or (ii) Legrand Nederland B.V. rejects the goods during or following their delivery (pursuant to Article 7 of these General Purchasing Conditions).
4.1	Unless explicitly agreed otherwise in writing, the prices agreed are inclusive of all costs and all taxes and duties.	8.2.	The Supplier guarantees that the unencumbered ownership of the goods will be acquired.
4.2	The prices are deemed to be fixed and not open to review and issued for the transport and packaging conditions, which are stated on the order, unless agreed otherwise.	8.3	The Supplier hereby waives all rights and powers to which it is entitled pursuant to the right of retention or the right of recovery.
4.3	If the Supplier exercises its authority to increase its prices, as agreed or pursuant to any statutory provision, Legrand Nederland B.V. will be authorised to terminate the Agreement (including the General Purchase Conditions), without giving notice and without being obliged to pay any compensation.	9	Packaging and shipment
5	Delivery of goods	9.1	The Supplier will package the goods for its own account and in accordance with the relevant statutory provisions and in the customary manner with respect to the goods and will furthermore package them in accordance with the Delivery Instructions. The Supplier will be liable for damage caused by insufficient or inadequate packaging.
5.1	The delivery of goods will take place in the manner and at the time as indicated in the order/instruction/agreement and must take place in accordance with the Delivery Instructions.	9.2	Every shipment must be provided with a packing list.
5.2	Unless explicitly agreed otherwise, goods are delivered in accordance with Incoterm 2000 DDP.		
5.3	The Supplier will be in default if it exceeds the agreed term for (the partial) delivery of goods.		
5.4	Unless otherwise agreed in writing, the Supplier will not be entitled to make partial deliveries. If the performance of partial deliveries has been agreed, delivery will be taken to include partial delivery for the purposes of these General Purchase Conditions.		
5.5	Delivery of more or less than the agreed quantity will only be accepted if this has been agreed explicitly and in writing.		

<p>9.3 The Supplier must take back packing material at Legrand Nederland B.V.'s first request.</p> <p>9.4 Return shipments of (loan) packaging will be carried out for the account and risk of the Supplier to a destination to be indicated by it.</p> <p>10 Payment</p> <p>10.1 Payment will take place 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.</p> <p>10.2 If the Supplier does not comply (in full) with any obligation arising from the Agreement or these General Purchase Conditions, Legrand Nederland B.V. will be authorised to suspend its payment obligation to the Supplier.</p> <p>10.3 Payment by Legrand Nederland B.V. will in no way constitute a waiver of its rights.</p> <p>10.4 Legrand Nederland B.V. is at all times authorised to set off claims the Supplier has on it with claims, on whatever basis, it has on the Supplier.</p> <p>10.5 Each shipment will be stated on a separate invoice and this invoice will be drafted in accordance with the Delivery Instructions. Unsatisfactory invoices will be returned to the Supplier. The Supplier will only be allowed to invoice more than one order in a single invoice in special circumstances and at the express request of Legrand Nederland B.V.</p> <p>11 Guarantee</p> <p>11.1 The Supplier guarantees that the goods to be delivered or the services to be performed are in accordance with the Agreement and the General Purchase Conditions. This guarantee will in any case include:</p> <ul style="list-style-type: none"> - the fact that the goods possess the characteristics that were promised; - the fact that the goods are new and free of defects and third-party rights; - the fact that the goods or services are suitable to the objective for which the instruction/order has been placed or the Agreement has been concluded; - the fact that the service will be performed without interruption and in a professional manner; - the fact that the goods or services comply with the requirements set by law and/or set by relevant regulations arising from self-regulation, including with respect to quality, health, safety (CE approvals, ROHS directives etc.), the environment and advertising; - the fact that the goods are provided with an identification of the producer or the one who markets the goods; and - the fact that the goods are provided with all data and instructions necessary for correct and safe use. <p>11.2 If the delivered goods - irrespective of the results of earlier inspections - turn out not to comply with the provisions of Article 11(1), the Supplier will, for its own account and at Legrand Nederland B.V.'s first request, repair, replace or make up the deficit, unless Legrand Nederland B.V. prefers to terminate the Agreement in accordance with the provisions of Article 16 of these General Purchase Conditions and all of the above without prejudice to Legrand Nederland B.V.'s other rights arising from a failure (including the right to compensation of damage). All costs incurred in connection with the above (including those of repair and disassembly) will be for the account of the Supplier.</p> <p>11.3 In emergencies and in cases in which it must be reasonable assumed, following consultation with Supplier, that the Supplier will be unable to comply with its guarantee obligations, Legrand Nederland B.V. 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 Agreement or these General Purchase Conditions.</p> <p>11.4 Unless otherwise agreed in writing, the guarantee period of five (5) years will apply from the moment the goods have been delivered or the services have been performed.</p> <p>11.5 An agreed guarantee period will commence anew following acceptance of the repair, replacement or supplement to which the guarantee provisions apply.</p> <p>12 Intellectual property</p> <p>12.1 To the extent intellectual property rights apply to the goods and/or services supplied, including the relevant documentation, in respect of which the Supplier can prove that they already existed and were vested in the Supplier or that they were developed independently of the (performance of the) Agreement, those intellectual property rights will be vested in the Supplier. The Supplier will grant</p>	<p>Legrand Nederland B.V. a non-exclusive, perpetual, irrevocable, world-wide and transferable right of use with respect to such intellectual property rights for any purpose connected to Legrand Nederland B.V.'s residence or business activities. This right of use granted to Legrand Nederland B.V. will also comprise the right to grant such a right of use to its (potential) clients or to third parties with which it maintains business relations in connection with the operation of its business.</p> <p>12.2 The Supplier guarantees that the use (including resale) of the goods or services supplied by it does not violate any third-party intellectual property rights or any other third-party (ownership) rights.</p> <p>12.3 The Supplier will indemnify Legrand Nederland B.V. against third-party claims arising from any violation of the rights mentioned in Article 12.2 of these General Purchase Conditions and the Supplier will compensate all damage incurred by Legrand Nederland B.V. as a result of such claims.</p> <p>12.4 All drawings, materials and other resources supplied by Legrand Nederland B.V. or created or acquired by the Supplier for Legrand Nederland B.V.'s account, are the property of Legrand Nederland B.V. and can be claimed immediately and at all times by Legrand Nederland B.V. The Supplier will manage these resources for its account and risk and keep them in a good state of repair. He will not use them for the benefit of third parties or allow their use by third parties, unless it is authorised in writing to do so by Legrand Nederland B.V.</p> <p>12.5 All intellectual property rights relating to all materials, methods, data, drawings, information, reports, know how, sale of rights, trade secrets, improvements, techniques and other results, as well as the related documentation, which is created in connection with or as a result of any relationship (including the Agreement) between Legrand Nederland B.V. and the Supplier, will be vested in Legrand Nederland B.V. from the moment of formation. The Supplier will transfer in advance, to extent necessary, the intellectual property rights to Legrand Nederland B.V. unconditionally and for no consideration, which transfer Legrand Nederland B.V. accepts. If the transfer or the registration thereof in the relevant registers requires a deed or any other formal act, the Supplier undertakes in advance to render its full cooperation or grants Legrand Nederland B.V. in advance an irrevocable power of attorney to effect that transfer or registration (or any other formal act).</p> <p>13 Liability</p> <p>13.1 Any failure on the part of the Supplier to comply with its obligations will entitle Legrand Nederland B.V. to oblige the Supplier to perform a full or partial reversal of the failure and/or its consequences for the Supplier's account and risk.</p> <p>13.2 The Supplier will be liable for all damage incurred by Legrand Nederland B.V. as a result of the Supplier's failure to comply with its obligations and/or as a result of the acts or omissions on the part of the Supplier, its personnel or any third parties engaged by it. The Supplier's liability extends to both direct and consequential damage.</p> <p>13.3 Without prejudice to the provisions of Article 12.3, the Supplier will indemnify Legrand Nederland B.V. against all third-party claims arising from the Agreement concluded between Legrand Nederland B.V. and the Supplier.</p> <p>13.4 The Supplier will take out adequate insurance, or be adequately insured, against the liability within the meaning of this Article 13, and will allow Legrand Nederland B.V. to inspect the policy if it so desires. This duty to insure also extends to the resources which are in any way involved in the performance of the Agreement.</p> <p>13.5 Legrand Nederland B.V. will not be liable for damage incurred by the Supplier, unless the damage is the result of an intentional act or wilful recklessness exclusively on the part of Legrand Nederland B.V.'s executive staff.</p> <p>14 Force majeure</p> <p>14.1 In the event of force majeure on the part of either of the parties, the performance of the Agreement 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. If the situation of force majeure lasts longer than thirty (30) days, the other party will be entitled to terminate the Agreement, 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, breach of contract on the part of third parties engaged by the Supplier, breakdown of resources and liquidity and solvency problems on the part of the Supplier.</p> <p>15 Dissolution</p> <p>15.1 Legrand Nederland B.V. will be authorised, at its discretion, to suspend the performance of the Agreement in full or in part or to</p>
---	--

dissolve the Agreement in full or in part by means of a written statement without court intervention (and with immediate effect), without Legrand Nederland B.V. being obliged to pay any compensation, in any of the following cases:

- a failure on the part of the Supplier to comply with (any of) its obligations arising from the Agreement and/or these General Purchase Conditions (including cases in which the Supplier fails to comply with (any of) its obligations arising from a (partial) agreement concluded within the context of a more general framework agreement; in such a case Legrand Nederland B.V.'s authority to proceed with the dissolution will extend to both the (partial) agreement and the more general framework agreement);
- (an application for) suspension of payments or a liquidation order against the Supplier;
- the Supplier is placed under curatorship or is put under administration;
- the sale or termination of the Supplier's business activities;
- revocation of the Supplier's licenses necessary for the performance of the Agreement; or
- attachment of a significant part of the Supplier's business assets;

15.2 All claims Legrand Nederland B.V. may have or acquire as a result of the events mentioned in Article 15.1 above, will be immediately due and payable in full.

16 Transfer

16.1 The Supplier will not transfer its rights and obligations arising from the Agreement and these General Purchase Conditions, in whole or in part, to third parties without Legrand Nederland B.V.'s prior written approval.

16.2 The Supplier will not subcontract the performance of obligations arising from the Agreement and these General Purchase Conditions, in whole or in part, to third parties without Legrand Nederland B.V.'s prior written approval.

17 Miscellaneous

17.1 The voidness of a provision of the Agreement and/or these General Purchase Conditions will have no consequences for the validity of the other provisions of the Agreement and these General Purchase Conditions.

17.2 If and to the extent that a provision of the Agreement and/or these General Purchase 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.

17.3 The English text of these General Purchase Conditions constitutes the only authentic text.

17.4 Unless explicitly agreed otherwise, the tools entrusted to the Supplier will remain the unrestricted property of Legrand Nederland B.V. and Legrand Nederland B.V. reserves the right to have these tools made available to it at any time. The Supplier will also assume the obligation to ensure proper storage and maintenance of the tools entrusted to it and to return these to Legrand Nederland B.V. at any request and for whatever reason.

18 Competent court and applicable law

18.1 All disputes between Legrand Nederland B.V. and the Supplier will be settled by the competent court in 's-Hertogenbosch.

18.2 The legal relationship between Legrand Nederland B.V. and the Supplier will be governed exclusively by Dutch law, such to the exclusion of the Vienna Sales Agreement.