

## GENERAL TERMS AND CONDITIONS OF LEGRAND

AS FILED ON AUGUST 1, 2025 AT THE CHAMBER OF COMMERCE UNDER NUMBER **16048212**

These general terms and conditions consist of Part A General and Part B Installation Work, where Part A applies to all quotations, offers, orders, and agreements, and Part B only applies to that part of the quotations, offers, orders, and agreements that relate to Installation Work.

### 1. Definitions

1.1 In these general terms and conditions, the following terms shall have the following meanings:

General Terms and Conditions: these general terms and conditions concerning the supply of Products and Services by Legrand;

Services: the Installation work offered by Legrand

Incoterms: the most recent version of the Incoterms on the day of the offer, as drawn up and issued by the International Chamber of Commerce;

Installation Work: work concerning the installation of products supplied by Legrand to the Client;

Client: the natural person or legal entity to whom Legrand supplies Products or for whom Legrand performs Services;

Subcontractor: The natural person or legal entity engaged by Legrand to perform the Installation Work at the Client.

Agreement: the (framework) agreement concluded between Legrand and the Client for the supply of Products or Services by Legrand to the Client;

Products: the goods offered and/or manufactured by Legrand;

Legrand: Legrand Nederland B.V. and/or affiliated Dutch companies like Minkels B.V. or Cortexon B.V.

### Part A General

### 2. Applicability and Priority

2.1. These General Delivery Conditions will apply to all offers, quotations, orders and Agreements for the delivery of Products and/or the performance of Services by Legrand, unless expressly otherwise provided in writing.

2.2. Legrand expressly rejects the applicability of any general conditions of the Client under any name whatsoever or of any changes made on the order form by the Client.

2.3. Legrand 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.

2.5. In the event of a conflict between the general part and the part concerning Installation Work, the part concerning contracting work shall prevail.

### 3. Conclusion of the Agreement

3.1. No oral undertakings by and commitments with people under the control of Legrand will be binding on Legrand unless Legrand has confirmed them in writing.

3.2. The Agreement will not have been concluded until Legrand has confirmed an order of the Client 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 and the Client, the Agreement will not have been concluded until both Legrand and the Client have signed.

### 4. Price

4.1. The prices quoted by Legrand will be exclusive of VAT and other government levies.

4.2. Unless otherwise agreed, the prices will, in principle, be based on condition DAP (Delivered At Place) Netherlands (Incoterms 2020).

4.3. Legrand 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 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 thirty (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 Client 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 Client will be obliged to inform Legrand in writing of any payment problems.

5.4. Prior to commencing the supply of the Products or Services, Legrand will be entitled at its discretion to require adequate security for the performance of the payment obligations by the Client.

5.5. In the event of partial delivery, the Client will be obliged to pay the relevant invoices as if they concerned an individual transaction.

### 6. Ordering, Delivery, and Transfer of Risk

6.1. Orders, deliveries and returns can take place only on the basis of standard packaging units (mbh).

- 6.2. Legrand 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 (Delivered At Place) Netherlands (Incoterms 2020). 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 Client subject to a minimum amount of EUR 25.
- 6.4. The methods of transport and packaging will be determined by Legrand
- 6.5. The Client will be obliged to take delivery of the Products within six (6) months after Legrand received the order for delivery of the relevant Products from the Client. If the Client 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 in that connection and any additional costs of transport, custody and storage will be for the account of the Client. 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. The Agreement can never be terminated due to failure to meet a delivery term, unless Legrand also fails to deliver within a reasonable delivery term communicated to it in writing. Failure to meet the delivery term will therefore never give any right to compensation.

## 7. Packaging

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

## 8. Inspection and Return

- 8.1. The Client shall inspect the Products, packaging, and accompanying documentation upon delivery, in any case within forty-eight (48) hours from the delivery date, and check whether the Products have the quantity stated in the packing list, comply with the Agreement, and are free from visual or visible defects. If this is not the case, the Client shall note the deviations on the transport documents and report the deviations as soon as possible but no later than six (6) days after the delivery date to Legrand. If this notification is not received within six (6) days from the delivery date, the Products are deemed to be in accordance with the Agreement and unconditionally accepted by the Client.
- 8.2. Legrand is not obliged to take back Products already delivered to the Client at the Client's request.
- 8.3. Legrand may proceed to take back Products delivered to the Client if the following cumulative conditions are met:

- (i) the Products must be undamaged and immediately resaleable.
- (ii) the Products must have been delivered by Legrand no longer than six (6) months ago and may concern a maximum of six (6) months of the annual requirement of both the Client and Legrand;
- (iii) the Products must be delivered properly and documented, in the original unopened packaging, in standard packaging units (mbh) to Legrand's warehouse, carriage paid;
- (iv) The Products must have been registered for return with Legrand

- 8.4. Legrand applies the net price of the products delivered and to be returned at the time of the order, minus an amount to cover the costs, which is 20% of the gross value applicable at the time of return. A minimum gross return amount of €100 per order line will be applied.
- 8.5. Specially produced Products, specially ordered Products, stainless steel Products and Products not included in the current standard price list cannot be returned.
- 8.6. Products and/or materials to be delivered by Legrand that appear on the list (circular Products and materials) published on [www.legrand.nl/nl/over-ons/over-legrand/circulaire-producten-materialen](http://www.legrand.nl/nl/over-ons/over-legrand/circulaire-producten-materialen), shall, after the Client intends to dismantle the Products and/or materials for sale, first be offered by the Client to Legrand for repurchase in accordance with the repurchase agreement concluded or to be concluded between the Parties. Unless otherwise agreed, Legrand Nederland is entitled but not obligated to repurchase the Products and/or Materials.

## 9. Warranty

Legrand guarantees for a period of 2 years from delivery, that the Products comply with the specification and are free from material or manufacturing defects, provided that the Products have been stored, installed, used and maintained in accordance with applicable standards, specifications and instructions as included in its catalogue, provided or published on its website [www.legrand.nl](http://www.legrand.nl), and further provided that defects in the Products are not the result of abnormal use, negligence, wilfulness, normal wear and tear, or circumstances that are not attributable to Legrand. In the event that these conditions are met, Legrand's obligation is limited to, at its option, supplying a replacement Product, repairing the defect, or providing full compensation for the Product in question. Under no circumstances shall Legrand be liable for any other costs or claims. Except for the warranty set out in this Article 9, Legrand makes no other express or implied warranties or obligations, contractual or statutory, with respect to the Products, including but not limited to fitness for a particular use. Customer waives this. The aforementioned warranty also applies to circular

Products and/or materials on the (circular Products and materials) list published by Legrand on [www.legrand.nl/nl/over-ons/over-legrand/circulaire-producten-materialen](http://www.legrand.nl/nl/over-ons/over-legrand/circulaire-producten-materialen)

## **10. Retention of Title**

- 10.1. Title to the Products will not pass to the Client until the Client has fully paid all amounts that are due to Legrand for deliveries of Products or Services, including interest and expenses.
- 10.2. The Client 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 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 Client. The Client will be obliged to render its full cooperation for that purpose.

## **11. Obligation to Complain**

- 11.1. Any complaints from the Client concerning shortcomings in the execution of an Agreement must be submitted in writing to Legrand no later than eight (8) days after the short-coming has been discovered or should have been discovered. Failure to do so shall result in the forfeit of its right to do so at a later time.
- 11.2. Shortcomings in part of the Products or Services do not give the right to reject the Products or Services that are not affected.
- 11.3. Filing a complaint does not release the Client from its payment obligations.

## **12. Liability for Damage**

- 12.1. The total liability of Legrand for damages arising from or related to the Agreement, whether contractual, in tort or otherwise, shall never exceed the amount of the Products or Services that are the cause of the damage.
- 12.2. Legrand shall in no event be liable for indirect (or consequential) damage including but not limited to damage or costs due to business or power interruptions, production loss, income or profit loss, loss of expected savings, reputation damage or loss of goodwill, loss of data, or fines imposed by customers.
- 12.3. All defenses that Legrand can derive from the Agreement concluded with the Client to ward off its liability can also be invoked by its personnel and third parties engaged by it in the execution of the Agreement vis-à-vis the Client, as if its personnel and the aforementioned third parties were themselves parties to the Agreement.
- 12.4. Liability-limiting, excluding, or determining conditions which can be invoked against Legrand by its subcontractors can, to the same extent, also be invoked by Legrand against the Client.
- 12.5. The limitations of liability mentioned in these General Terms and Conditions do not apply if the damage is the result of intent or gross negligence of Legrand
- 12.6. In any case, all legal claims of the Client against Legrand shall lapse after the expiry of one (1)

year, to be calculated from the day on which the relevant obligation from the Agreement became due or the damage-causing event occurred.

- 12.7. The Client indemnifies Legrand against all claims from third parties for damage suffered for which Legrand is not liable and for damage suffered for which Legrand is liable but only to the extent that the amount of this damage exceeds the maximum liability of Legrand under the Agreement.

## **13. Intellectual Property**

- 13.1. All intellectual property rights in the Products and Services will vest in Legrand. The Client will not be allowed to simplify, publish, modify or imitate the Products in whole or in part without Legrand's prior permission in writing.
- 13.2. The Client will be allowed to sell the Products delivered by Legrand only under the brand, logo, trade name and specifications under which the Products were delivered to the Client. The Client may not change the quality of the goods that it purchased from Legrand (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 Client and the related documents.
- 13.4. If Products are manufactured pursuant to instructions or drawings of the Client, it will be obliged to indemnify Legrand 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, Legrand will be entitled to suspend the production and/or delivery, while the Client will be obliged to reimburse all ensuing damages and costs, including any legal costs.

## **14. Data and Images**

Legrand 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's website. However, this obligation of Legrand will in no event constitute an obligation to produce a certain result.

## **15. Confidentiality**

- 15.1. The Client must observe absolute confidentiality in respect of all information of Legrand (including ideas, know-how, trade secrets, data, procedures, samples, etc.) to which the Client becomes privy within the framework of the Agreement and which Legrand has identified as confidential or of which the Client can reasonably assume the confidential nature. The Client will restrict access to such confidential information to persons who need to know that information for the performance of the Agreement. Unless Legrand's prior permission has been obtained in writing, the Client 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 Client 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 Client warrants that these employees / third parties will not act in breach of the duty of confidentiality.

#### **16. Force Majeure**

- 16.1. Legrand is not liable and/or obligated to fulfill any obligation towards the Client in the event of a circumstance beyond its reasonable control that hinders or delays the performance of its obligations under the Agreement. Such circumstances on the part of Legrand include, but are not limited to:
- (i) War (declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
  - (ii) Civil war, riot, rebellion and revolution, military or usurping power, insurrection, act of terrorism, sabotage or piracy;
  - (iii) Currency and trade restriction, embargo, sanction;
  - (iv) Compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;
  - (v) Pandemic, epidemic or other viral outbreaks;
  - (vi) Fire, storm, flood, earthquake or other natural disasters or events;
  - (vii) Failure or partial unavailability of machinery, installations, transport, loading facilities or telecommunications;
  - (viii) Unavailability or reduced supply of energy or raw materials;
  - (ix) Default of suppliers of materials or transport;
  - (x) General labor unrest such as boycott, strike and lock-out, delay, occupation of factories and premises; and
  - (xi) any other cause beyond the reasonable control of Legrand.
- 16.2. In the event of a circumstance as referred to in the first paragraph of this article, Legrand is authorized to suspend the execution of the Agreement until such circumstance no longer impedes performance. In the event that the circumstance has lasted or is reasonably expected to last longer than three (3) months, the Client is authorized to terminate the agreement. The Client has no claim for compensation in this regard.

#### **17. Suspension; Dissolution**

- 17.1. If the Client fails in its performance of any obligation towards Legrand, goes bankrupt, is granted a suspension of payments, is placed under legal guardianship or if an attachment is levied on property of the Client, Legrand will be entitled, without any judicial intervention and without any compensation to the Client, 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 Client, without prejudice to any other rights of Legrand

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

#### **18. Transfer; Outsourcing**

The Client 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's prior permission in writing.

#### **19. Invalidity of a Provision**

- 19.1. 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.
- 19.2. 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.

#### **20. Applicable Law and Competent Court**

- 20.1. All Agreements to which these General Delivery Conditions are wholly or partly applicable will be governed by Dutch law. The Vienna convention is not applicable.
- 20.2. Any disputes will be decided by the competent court of 's Hertogenbosch to the exclusion of any other court.

#### **21. Compliance with Regulations on Embargoes**

- 21.1. The Client 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 Products.
- 21.2. Accordingly, the Client undertakes not to:
- (i) 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;
  - (ii) 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;



- (iii) 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;
- (iv) to not make or collect payments without prior notification to and/or granting of the required permits by the competent national authorities.
- (v) The Client undertakes not to sell, export, or re-export Products either directly or indirectly, to countries or for use in countries to the extent not allowed under international and European legislation including without limitation regulation (EU) 833/2014.
- (vi) The Client shall use its best efforts to ensure that the purpose mentioned in (v) is not frustrated by third parties further down the trade chain, including potential resellers.
- (vii) The Client shall establish and maintain an adequate control mechanism to detect any conduct by third parties further down the trade chain, including potential resellers, that would frustrate the purpose mentioned in paragraph (v).
- (viii) Any violation of paragraphs (i) through (vii) above constitutes a material breach of an essential element of the Agreement and gives Legrand the right to apply appropriate legal measures, including, but not limited to: (i) termination of this Agreement; and (ii) the higher of a penalty of 50% of the total value of this Agreement or the price of the executed work.
- (ix) The Client shall immediately notify Legrand of any problems in the application of paragraphs (v), (vi), and (vii), including relevant activities of third parties that could interfere with the purpose mentioned in paragraph (v). The Client shall provide Legrand with all information regarding compliance with the obligations under paragraphs (v), (vi), and (vii), including relevant activities of third parties that could interfere with the purpose mentioned in paragraph (v).
- 21.3. The Client 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, indemnify and defend Legrand as regards any claims or proceedings instigated by authorities or third parties on the grounds of breaches of the provisions of this Article.
- 21.4. Legrand is authorized to verify whether the Client complies with its obligations in this respect. The Client shall immediately present, at the first request of Legrand all requested and received permits, notifications or authorisation documents, and information regarding the identity of the customers to whom the Products of Legrand are resold, the intended use of Legrand's Products, and the financial institutions used to make and collect payments. Legrand shall in turn provide, upon request, all information requested by the Customer requested information, in particular useful trade related documentation
- 21.5. In the event of the Client 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 (3) business days subsequently to receiving written notice to perform the one or several obligations, Legrand 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.
- 21.6. 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 shall be entitled to suspend its obligations and the Client's rights until the permit has been granted, or for the duration of such restrictions or bans. Legrand 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.
- 21.7. The Client acknowledges that he is acquainted with and adheres to Legrand's sustainable development and business ethics requirements, as set out in the Charter of Fundamental Principles, in the Guide to Good Business Practices and in the Charter for Fair Competition, which is available on the website [www.legrandgroup.com](http://www.legrandgroup.com). The Client undertakes to comply with the Legrand Group sustainable development policy, especially regarding environmental protection, compliance with social and labour applicable rules and policies, occupational health and safety of its employees, ethical conduct in business relationship and more specifically prevention of corruption and compliance with competition rules.
- 21.8. In terms of prevention of corruption, Legrand expects the Client to reject corruption in all its forms, whether public and private, active or passive. To this end, the Client undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption of each country he is established in and/or he operates in.
- 21.9. In terms of competition law, Legrand expects the Client to reject every unfair or anti-competitive practice and to demonstrate a law-abiding behaviour towards its competitors, its customers and its suppliers. To this end, the Client undertakes to comply with all applicable national and international laws and regulations relating to fair competition of each country he is established in and/or he operates in.
- 21.10. The Client undertakes to observe and to implement within its group principles of good business practices equivalent to those described in the Fair competition Charter of the Legrand Group especially concerning prohibited vertical agreements, abuse of market power or exchanging of privileged information with competitors.

## 22. Personal Data

- 22.1. To order the Products, the Client may be required to communicate some personal data on certain natural persons in charge of the order (name and email). Legrand undertakes to guarantee the confidentiality of the personal data of these persons, and the compliance of any potential transfers outside the European Union.
- 22.2. Legrand also undertakes not to keep these data for more than seven (7) years (retention period), unless Legrand decides on the basis of legitimate interests to keep this data longer. The retention period will start after completion of the Client's last order. When the retention period comes to an end, Legrand shall keep data subject to archiving, whether due to a legal or regulatory obligation, or in accordance with applicable limitation rules, on a separate medium, and undertakes to delete the data following this archival period.
- 22.3. During the execution of the order, Legrand may be required to transfer data to other Group entities and/or service providers (such as the shipping company). Legrand Group undertakes to put in place contractual guarantees in order to ensure data confidentiality, in particular when data is transferred outside of the European Union.
- 22.4. Legrand has appointed a Data Protection Officer that can be contacted at: [nl-box-sm-avg-contact@legrand.nl](mailto:nl-box-sm-avg-contact@legrand.nl).
- 22.5. Natural persons have the right to decide and control the use of personal data concerning them, including after their death. They have therefore a right of access, rectification and deletion of personal data. They have the right to obtain the restriction of processing as well as the right to object to processing of their personal data. The data communicated to Legrand by natural persons are necessary for the execution of the order. If the persons object to the data processing, it will be impossible for Legrand to process the order. Natural persons may request that their personal data is sent to them in a structured, commonly used format.
- 22.6. To exercise any of these rights, they may at any time send their request:  
By post to: Legrand, attn. DPO/Legal, Van Salmstraat 76, 5281 RS Boxtel, the Netherlands;  
By email to: [nl-box-sm-avg-contact@legrand.nl](mailto:nl-box-sm-avg-contact@legrand.nl)
- 22.7. The request will be treated within one month of receipt. If needed, that period may be extended by two (2) further months, in view of the complexity and number of requests. In that case, the person shall be informed of the extension and the reasons for the delay within one month of receipt of the request.
- 22.8. No payment shall be required in order to exercise these rights, except in the event of a clearly unfounded or excessive request. In such a case, Legrand also reserves the right to refuse to process the request.

- 22.9. If the person is not satisfied with the manner in which their request was processed, Legrand invites the person to contact it at the following email address: [nl-box-sm-avg-contact@legrand.nl](mailto:nl-box-sm-avg-contact@legrand.nl). In the event that the person remains dissatisfied with its response, Legrand reminds the person that they have the right to lodge a complaint with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens): [autoriteitpersoonsgegevens.nl](http://autoriteitpersoonsgegevens.nl).

## Part B Installation Work

### 23. Installation Work

- 23.1. The Installation Work is based on continuous day labor. If for reason other than due to Legrand overtime or night work must be performed, the extra costs associated with this will for Client.
- 23.2. The installation of the coated materials can only begin when the building is glass-tight and no dirty and/or damaging work is being carried out in the vicinity of the constructions.

### 24. Regulations and Provisions

- 24.1. If any regulation imposes higher requirements on the execution of the work than appears from the data available to Legrand, the higher costs will be charged by Legrand and be for Client.
- 24.2. The installation work is carried out according to the current Legrand installation manual or specification included in the order.

### 25. Work Plan, Suspensions, Shifts, Stagnations, etc.

- 25.1. The work will commence when all necessary working drawings are made available to Legrand by the Client.
- 25.2. As soon as possible after the order, but no later than four weeks before the start of the work, the Client must draw up a work plan in mutual consultation, which will regulate the sequence of the work and the times at which they must start and be completed.
- 25.3. The Client shall ensure that all data required for this purpose is known to Legrand before the work plan is established.
- 25.4. Costs arising from work stagnation caused by incorrect or failure to provide data and information shall be for the account of the Client.
- 25.5. The failure to establish a work plan in time releases Legrand from the obligations associated with the delivery times specified by Legrand
- 25.6. Changes to the agreed dates must be notified at least 4 weeks in advance. Any costs resulting from this will be charged by Legrand

### 26. Changes, Additional and Less Work

- 26.1. Legrand shall, where necessary, make a written report of each work meeting. Arrangements not included in these reports shall not be recognized by Legrand in the event of a later difference of opinion. If there is no response to a report from

Legrand within 5 days, the Client and Legrand shall consider the report as binding.

- 26.2. Without a written order, no additional work shall be carried out by Legrand
- 26.3. Additional work forms shall be offered to the Client for signature on a daily basis.
- 26.4. Additional work, if not of completely the same construction as mentioned in the quotation, shall only be carried out by Legrand after predetermined prices and written order(s).
- 26.5. If, to avoid stagnation and resulting costs, additional work must nevertheless be carried out by Legrand on verbal order, this shall not deprive Legrand of the right to payment for this additional work.
- 26.6. The settlement of additional work shall be done on the basis the materials that are part of Legrand standard package.
- 26.7. If after the conclusion of the Agreement cost-increasing circumstances arise due to a price increase of a supplier of Legrand, then Legrand is authorized to adjust the price agreed with the Client proportionally without judicial intervention.

## **27. Delivery and Liability**

- 27.1. The method of delivery (per floor, story or otherwise) and the delivery period shall be agreed upon at the time of the order. Delivery shall always take place before cabling is placed in the cable trough. The placing of cabling in the cable trough system installed by Legrand automatically implies that delivery is a fact.
- 27.2. The Installation Work shall be considered delivered when
  - (i) Legrand has notified the Client that the Installation Work has been completed and the Client has accepted the Installation Work;
  - (ii) Legrand has notified the Client that the Installation Work has been completed and unless agreed otherwise, the Client has not inspected the Work within seven (7) days after this written notification from Legrand; or
  - (iii) the Client has put the Installation Work into use in whole or in part.
- 27.3. If the Client rejects the Installation Work, it must do so in writing within five (5) working days after the inspection, stating the defects that are the reason for rejection. If the Client fails to reject in writing within this period, the Installation Work shall be deemed to have been approved. As reasons for rejection only the following shall be considered: substantial defects that prevent or substantially limit the normal use of the Products, or defects that endanger the safety or structural integrity of the Products. Minor defects are considered to be: defects that do not substantially impede the functioning or use of the Products, and do not affect the safety, structural integrity or core functionality thereof. Minor defects shall be remedied as soon as possible. If the Client rejects the Installation Work, Legrand shall remedy the defects that are the reason for rejection within a reasonable period, after which it shall again

provide a written notification of completion to the Client.

- 27.4. With regard to a re-inspection after withholding approval, the above provisions shall apply accordingly.
- 27.5. Guarantee obligations and any form of liability of Legrand ends after delivery, with the exception of (i) the obligation to remedy pursuant to the preceding paragraphs; and (ii) what is stated below with regard to hidden defects.
- 27.6. Unless explicitly agreed otherwise in writing, the warranty period for hidden defects in the Installation Work is two (2) years after delivery or, if the hidden defects occur in the Products to be delivered under the Installation Work, two (2) years after delivery of these Products. Legrand is only obliged to remedy hidden defects that appear within this warranty period and of which written notification with a description of the alleged defect is given within a reasonable time after discovery. Legrand is not obliged to remedy defects for which the Client bears responsibility or is liable. A defect as referred to above is only to be regarded as a hidden defect if, despite vigilant supervision during the execution or during the inspection of the Installation Work as described above, it could not reasonably have been detected by the Client.
- 27.7. The scope of the remedial obligation and liability of Legrand for (hidden) defects is determined by Article 9 and Article 12 respectively of the general part of these general terms and conditions.

## **28. Storage Spaces, Toilets, Storage of Materials, Clearing, etc.**

- 28.1. The Client shall provide Legrand free of charge with a lockable space for storing tools, clothing, etc., and a canteen.
- 28.2. Electrical power shall be supplied to Legrand free of charge with connection possibilities per floor at a distance of no more than 50 meters from the assembly location.
- 28.3. For vertical transport, Legrand the Client shall be make available free of charge an elevator or an equivalent of an elevator.
- 28.4. For waste, Legrand shall be able to use available containers or similar free of charge. Packaging material that become available shall be removed by Legrand

## **29. Construction Work**

- 29.1. Chopping, breaking, carpentry, plastering and painting work and similar activities are not for the account or risk of Legrand but for Client.
- 29.2. Openings in the work floor(s) for stairwells and the like must be sealed by the main contractor in a timely manner and in accordance with the safety regulations of the Labor Inspectorate.

## **30. Other Provisions**

- 30.1. For the assembly, the relevant spaces must be made available to Legrand broom clean and free of obstacles, so that Legrand can assemble

unobstructed and, if necessary, work with mobile scaffolds.

- 30.2. De- and reassembly of components, through no fault of Legrand, shall be charged as additional work and, as long as no delivery has taken place, shall be performed exclusively by Legrand
- 30.3. The benchmark must be indicated by the Client.
- 30.4. The working height calculated for Legrand assembly is a maximum of 4 meters + floor level.

### **31. Material Delivery**

- 31.1. For orders where material delivery and assembly are contracted in combination, the following additional conditions apply:
  - (i) For the storage of materials, Legrand must have a dry, screened fixed location available on each floor.
  - (ii) Materials that remain after completion or any modification of the work do not give the right to credit and remain the property of Legrand