

Legrand Scandinavia A/S

General Sales Conditions

1. GENERAL

In these GSC (GCS):

- the “Company” means Legrand Scandinavia A/S
- the “goods” means any item of whatsoever nature (including any part or parts of them) which is to be sold or supplied by the Company including services
- the “Purchaser” means the person, firm or body corporate which buys or has agreed to buy the goods.

GSC shall apply to and form part of every contract of sale entered into by the Company. All orders are accepted and executed on the understanding, that the Purchaser is bound by these GSC which shall govern the contract to the exclusion of any other terms and conditions subject to which any such order is accepted or purported to be accepted, or any such order is made or purported to be made, by the Purchaser.

No contract of sale shall come into being, unless and until the Purchaser has accepted these GSC either expressly or by implication. The Purchaser shall ensure that under all reasonably foreseeable conditions the goods are NOT supplied or made available to consumers for “Do It Yourself” purposes. The goods are for professional use only - see section 28 SAFETY.

2. LIMITS OF CONTRACT

The contract includes only such goods, accessories and work as are specified in the quotation or acknowledgement accompanying these GSC. The Company reserves the right to refuse at its discretion any order sent to the Company by the Purchaser.

3. QUOTATIONS

The Company reserves the right to refuse a Purchaser’s acceptance of a quotation unless such a quotation is stated to be open for a specific period and is not withdrawn by the Company within such period. When no period is stated, the quotation is only valid for 30 days after its date. A new quotation will be required for any changes requested by the Purchaser to any goods already quoted for.

4. PRICES

- (a) The price payable for goods shall unless otherwise stated by the Company in writing be the trade price of the Company current at the date of dispatch and in the case of an order for delivery by installments the price payable for each installment shall be the list price of the Company current at the date of dispatch of such installment.
- (b) Unless otherwise expressly stated to be firm for a period the Company’s prices are subject to variation to take account of variations in wages, materials and other costs. The Company accordingly reserves the right by giving notice to the Purchaser at any time before delivery to

increase the price of the goods by the amount of any increase in such costs after the price is quoted.

- (c) All prices are exclusive of Value Added Tax and this will be charged at the applicable rate and recoverable by the Company in addition to the price.
- (d) All invoiced price discrepancies must be notified by the Purchaser to the Company within 14 working days of the date of invoice.
- (e) The Company does not assume liability in any form for any changes in the Purchaser's valuation of its inventories subsequent to either a price increase or decrease (whether this be through changes in Discount, Trade Prices or any other adjustment) of its product ranges.

5. PAYMENT

(a) Unless otherwise agreed in writing payment is due without deduction on or before 60 calendar days following the date of the invoice. Settlement discount may be deducted from a payment made to the Company by the Purchaser only where the Purchaser has the permission from the Company and payment is made within the agreed credit terms. Where the Purchaser has a purchase rebate agreement with the Company, the Company reserves the right to deduct from any rebate payment due to the Purchaser, any settlement discount incorrectly taken on payments made outside of the agreed credit terms.

(b) Where the contract provides for delivery in installments, each installment shall be considered as a separate contract of sale.

(c) Time for payment shall be of the essence of the contract.

(d) The Company is entitled to charge interest at 8% above the current Danish national bank base rate on the overdue amount.

(e) Additionally and without prejudice to its other rights, the Company shall be entitled to recover all direct expenses reasonably incurred by the Company in collecting or attempting to collect amounts of the price outstanding.

(f) If the Purchaser fails to make any payment when due in accordance with these GSC, the Company reserves the right in its absolute discretion and without prejudice to any of its other rights or remedies, to suspend all further deliveries until such payment has been made in full, together with any other amounts owing to the Company whether the due date for payment has been reached or not, if so requested by the Company or, at the Company's option, to cancel the balance of the order. In either case the Company shall hold the Purchaser liable for costs incurred in respect of goods in course of manufacture or ready for dispatch.

(g) The Company shall be entitled to bring an action for the price or part thereof whether or not the property in the goods has passed.

7. CREDIT FACILITIES

Any contract shall be subject to the Company being satisfied as to the Purchaser's credit references, and without prejudice to the generality of the foregoing, the Company may (in its absolute discretion) having informed the Purchaser that the goods are ready for dispatch, refrain from delivering the goods until such time as the Purchaser tenders the purchase money to the Company together with any outstanding amounts which may be due to the Company on any account whatsoever.

8. CARRIAGE

For all carriages and forwarding of goods from the Company to the Purchaser, or to other parties in written agreement with and advised by the Purchaser, all costs of delivery of goods shall be added to the contract price. For non-standard deliveries, a Purchaser can always contact the Company to obtain details of carriage costs and to try to optimize shipments where possible. The cost of delivery will only be borne by the Company provided this is specifically agreed with the Company and a part of the contract between the parties. Any failure caused by the Purchaser to communicate their inability to accept a delivery from the Company, that leads to the Company having to re-deliver the goods with additional costs for the Company, will incur a handling charge of 25% of the order netvalue.

9. PACKING

Where it is necessary to dispatch goods in crates, cases, pallets, stillages or skids or other such types of packing, a charge will be made for this. Unless otherwise specified this amount will be credited in full on the return, within one month, of such crates, skids, stillages and pallets etc. in good condition carriage paid. No charge is made for any other form of packaging and no credit will be allowed for its return.

10. LOSS OR DAMAGE IN TRANSIT

When the price quoted includes delivery, the Company shall repair or replace free of charge goods damaged in transit or not delivered in accordance with the Advice Note, provided that the Company is given written notification of such damage or non-delivery within such time (being not more than 2 days) as it will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit, or, where delivery is made by the Company's own transport, within 2 days after receipt of the Advice Note. Notwithstanding the above undertaking, the Company will only consider claims for alleged shortage if they are received within 2 working days of the receipt of the goods by the Purchaser together with sufficient information to enable the Company properly to identify the shortage including the Advice Note number, case number and condition of case. Where goods are collected by the Purchaser or the Purchaser's staff or agent, no claim for shortage or damage will be considered. In the event of an agreed shortage on an order, the goods will need to be credited and re-ordered. The quantity of goods delivered will assumably to be corrected on any Delivery Note signed by the Purchaser and marked 'Not Checked'. Such goods will be invoiced in full by the Company.

11. SAMPLES

Samples will be charged under the Company's normal terms and credited in full when returned in good condition, provided prior written agreement is obtained from the Company.

12. DELIVERY

(a) Unless accepted by the Company in writing all times or dates for delivery of the goods are given in good faith but are approximate only and shall not be of the essence of the contract.

(b) All times or dates for delivery shall be calculated from the date of acceptance by the Company of the order of the Purchaser, or from the date of receipt by the Company from the Purchaser of all information, instructions and drawings as shall be necessary to enable the Company to carry out the order, whichever shall be the later.

(c) Unless otherwise stated in writing, the Company shall be entitled to make partial deliveries of the goods.

13. VARIATIONS

(a) The Company shall be under no obligation to alter or vary any part of the contract or any work connected therewith. Any alteration to, or addition to, or amendment or other variation of the specification, including any increase or decrease in the quantity of the goods or any alteration to any drawings or to the quality, performance, weight or measurements of any goods or any alteration or variation of advised delivery schedules, shall, if requested by the Purchaser, be subject to the agreement of the Company, with such alteration or addition to the price and to delivery dates or schedules as may be required by the Company, and shall not be binding upon the Company unless and until accepted by the Company in writing.

(b) In the event of any variation or suspension of the work by the Purchaser's instructions or lack of instructions the Company shall be entitled to adjust the contract price to reflect any additional costs incurred, and to adjust delivery dates or schedules.

14. STORAGE

If the Company does not receive forwarding instructions sufficient to enable it to dispatch the goods within 14 days after notification, that the goods are ready for delivery or that they have been tested under Clause 16, the Purchaser shall thereupon take delivery or arrange for storage. If the Purchaser does not take delivery or arrange for storage as aforesaid, the Company shall be entitled to invoice and be paid for the goods as though the goods had been duly delivered in accordance with these GSC and the Company may arrange storage either at the Company's own works or elsewhere on the Purchaser's behalf and all charges incurred by the Company as a result of such delay including storage and insurance shall be payable by the Purchaser.

15. PERFORMANCE

Any data, technical information or performance figures provided by the Company are based on tests performed under standard conditions at the Company's premises or at any other approved site. They are believed to be accurate but cannot be guaranteed under different conditions.

16. INSPECTION AND TESTS

The Company's products are carefully inspected, and, where practicable, submitted to its standard tests at the Company's works before dispatch. If tests other than those specified or tests in the presence of the Purchaser or its representatives are required, these will be charged for. In the event of any delay on the Purchaser's part in attending tests after the Purchaser has received 7 days notice that the Company is ready to perform the tests, the tests will proceed in the Purchaser's absence and the Purchaser accordingly hereby agrees to accept and pay for such tests as if they had been performed in the Purchaser's presence.

17. DESCRIPTIVE MATTER AND ILLUSTRATIONS

All descriptions and illustrations and particulars of weights and dimensions issued by the Company in catalogues, price lists, advertising matter and forwarding specifications are by way of general descriptions and approximate only, and shall not form part of any contract or give rise to any liability on the part of the Company. It is the policy of the Company to endeavor to develop and improve its products, and accordingly

the Company reserves the right to change all specifications without prior notification or public announcement pursuant to such policy. Provided that nothing in this Clause shall oblige the Purchaser to accept goods that do not reasonably comply with the contract.

18. WARRANTY

(a) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable whether in contract, tort or otherwise to the Purchaser by reason of any representation (unless fraudulent) or any implied warranty, condition or other term as to quality or fitness for purpose, or any duty at Common Law or under the express terms of the contract, and will bear no liability for any defect save as stated in this clause. Nor shall the Company bear any liability for any indirect, special, economic or consequential loss or damage (whether for loss of profit, loss of use, loss of production, loss of contract or otherwise) costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with supply of the goods or their use or resale by the Purchaser. Provided however that nothing in this Clause shall operate to exclude any warranty or condition implied by law as to the quality of the goods in the event that the goods when sold by the Purchaser or when sold by any person or persons to whom the Purchaser may sell the goods shall become the subject of a consumer sale as defined in the sale of goods Act 1979, or any statutory re-enactment or modification thereof except to the extent that any claim under such warranty or condition shall have arisen from any act or omission by the Purchaser or by any other person or persons selling the goods by way of a consumer sale.

(b) Notwithstanding anything contained in the Conditions or the Contract, the Company's liability to the Purchaser in respect of the Contract, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of goods specified in the Contract and be limited to 2 years from date of purchase.

(c) The Warranty given in this Clause is subject to the following provisos, namely:

- (i) That the defects shall not have arisen through fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of goods by the Purchaser without the Company's approval;
- (ii) That the Purchaser shall have followed all instructions issued by the Company in relation to the goods;
- (iii) That in the case of defects which would have been reasonably apparent to the Purchaser on reasonable examination of the goods on delivery, the Purchaser shall notify the Company of the defects in writing within 14 working days of delivery;
- (iv) That in the case of any other defects, the Purchaser shall notify the Company of the defects in writing within 7 working days of the date when the defect becomes apparent;
- (v) That where in discharge of its obligations under the Warranty given in this Clause the Company agrees that the Purchaser may undertake any repair or remedial work on its behalf, the cost of such work shall be agreed in writing between the Purchaser and the Company before the commencement of any such repair or remedial work.

19. REJECTION

Unless otherwise agreed in writing, and subject to Clause 17 hereof, goods rejected as not complying with the contract must be rejected within 14 working days of delivery to the Purchaser's premises or to such other place as the Purchaser shall have specified.

20. CANCELLATIONS

Goods ordered on a firm order cannot be considered cancelled until written consent has been obtained from the Company. Orders for bespoke products for which manufacturing or materials sourcing has already irrevocably commenced will not be accepted for cancellation or return. Should goods be refused at the Purchaser's premises claiming that cancellation has been approved, written evidence must be given of the Company's consent, being a copy of the Company's cancellation acknowledgement document, or the goods will still be charged and no credit will be issued. Storage and re-delivery charges for non-accepted goods will also be applied.

21. RETURN OF GOODS

In no circumstances may goods supplied against a firm order be returned without the Purchaser having first applied for and obtained the written consent of the Company. A handling charge of at least 25% of the value of goods (or DKK 1.000, whichever is greater) to recover costs of re-stocking and administration, will be deducted from any credit allowed by the Company. Products that are specialized or modified in any way from standard are not eligible for return or credit. Debit notes for return of goods must not be raised or deducted before written consent to return said goods has been obtained from the Company. Said consent may only be granted for stocked products specified in the Company price list current at the date of consent. If unauthorized debit notes are raised and monies withheld from payment the Company reserves the right to withdraw supply of goods until the debit note is withdrawn and full payment has been made. The Company will not collect goods from site. Goods returned by the Purchaser's transport or by third party carrier without the prior written consent of the Company will not be received or credited. No credit will be due for goods lost or disposed of without the Company's written consent. All goods returned must be in a re-saleable condition, with undamaged cartons and must be in complete box quantities/minimum sales quantities, and must be in the Company's current price list.

22. PATENTS AND INTELLECTUAL PROPERTY

(a) With respect to the products, the Purchaser agrees and acknowledges:

- i) that all copyright and other intellectual property rights (including but without limitation, patent, copyright trademark, registered design or other industrial property right) in and relating to the products supplied by the Company is the property of the Company (or its supplier as applicable) and the Purchaser agrees that it will not carry out or authorize or procure the carrying out of any act that might infringe such copyright or other intellectual property (including reproducing or authorizing or procuring the reproduction of howsoever any item supplied by the Company under or by virtue of any order or contract); and
- ii) that it is authorized to use and install the products owned by it only for the purpose defined in the order or contract and for no other purpose whatsoever; and
- iii) it will take all reasonable precautions to ensure that no unauthorized person may take or copy from the products any intellectual property rights

or technical specifications or copy thereof and that all persons who have access to the products are made aware of the provision of this paragraph.

(b) The Purchaser will indemnify the Company against all damages, penalties, costs, losses and expenses suffered by the Company or for which it may become liable in respect of the infringement of any intellectual property including (but without limitation) any patent, copyright, registered design, trade mark, trade name or know-how arising out of the Company's manufacture of goods in accordance with any specification design drawings or other data supplied by the Purchaser or its servants or agents.

23. COPYRIGHT

All drawings, descriptions and other information submitted by the Company, together with the copyright therein shall remain the property of the Company.

24. FORCE MAJEURE AND OTHER CIRCUMSTANCES

The Company shall be entitled without liability on its part and without prejudice to its other rights, to terminate the contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times for delivery, if the manufacture of the goods by the Company or the Company's suppliers, or the delivery of the goods or the performance by the Company of any of its obligations under the contract is hindered or delayed whether directly or indirectly by reason of the Purchaser failing to furnish necessary instructions or information, or by war or other hostilities, civil commotion, act of God, government action or legislation, interruption of transport, strike, lock-out or other form of industrial action (including, without limitation, labour disputes with the Company's or any sub-contractor's employees), accidents or stoppages to works, shortage of labour, materials, equipment, fuel or power, breakdown of machinery or any other cause whatsoever beyond the reasonable control of the Company or its subcontractors, whether or not such cause exists at the date of the order.

25. PASSING OF PROPERTY AND RISK

(a) Risk of damage to or loss of the goods shall pass to the Purchaser in the case of goods to be delivered otherwise than at the Company's premises, at the time of delivery, or, if the Purchaser wrongfully fails to take delivery of the goods, the time when the Company has tendered delivery of the goods.

(b) Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions the property in the goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the goods.

(c) Until such time as the property in the goods passes to the Purchaser, the Purchaser shall hold the goods as the Company's fiduciary agent and bailee, and shall keep the goods separate from those of the Purchaser and third parties and properly stored, protected and insured and identified as the Company's property, but shall be entitled to resell or use the goods in the ordinary course of its business.

(d) Until such time as the property in the goods passes to the Purchaser (and provided the goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Purchaser to deliver up the goods to the Company and, if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third party where the goods are stored and repossess the goods.

(e) The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company, but if the Purchaser does so all

monies owing by the Purchaser to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

26. INSOLVENCY OF PURCHASER

(a) This Clause applies if:

- (i) The Purchaser becomes insolvent or makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- (ii) An encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Purchaser; or
- (iii) The Purchaser ceases, or threatens to cease, to carry on business; or
- (iv) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

(b) If this Clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Purchaser, and if the goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

(c) If this Clause applies then the Purchaser shall have a duty to immediately bring to the notice of any receiver, administrator or any such person or persons appointed, the existence of and content of Clause 25 of these GSC (Passing of Property and Risk) and the rights of the Purchaser to use or trade on the Company's goods is immediately terminated and any such receiver administrator or other person or persons appointed will not be entitled to use or to trade in the Company's goods unless so authorized in writing by the Company.

27. ARBITRATION

In the event of any question, dispute or difference whatsoever between the Purchaser and the Company upon or in relation to delivered goods and/or the contract, should in any case with final and binding effect be determined by Danish law by arbitration by The Danish Arbitration Institute and according to The Danish Arbitration rules and guidelines. The Danish Arbitration Institute points out all members and is solely responsible for the procedures and rulings in all matters. Any decision and ruling made by The Danish Arbitration Institute cannot be presented in front of any court and may not be publicly disclosed at any time.

28. SAFETY

For all safety regulations and requirements the Company refers to "Low Voltage Directive" (in Danish called "Bekendtgørelse om elektrisk material bestemt til anvendelse inden for visse spændingsgrænser") Furthermore, the Purchaser shall ensure that the goods are installed, commissioned and maintained by suitably qualified personnel in accordance with the always current regulation for installments and in accordance with accepted practice in the industry. Any information which is required about the potential

use or installation of the goods is available on request and the Purchaser must comply with any such information given.

29. EXPORTS

The conditions apply to all export sales unless otherwise varied in writing by the Company.

30. COMPLIANCE

The Purchaser acknowledges to be acquainted with and adhere 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 Legrand Group's Website <http://www.legrandgroup.com/EN/>

The Purchaser 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. In terms of prevention of corruption, Legrand expects the Purchaser to reject corruption in all its forms, whether public and private, active or passive. To this end, the Purchaser undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption of each country the Purchaser is established in and/or operates in. In terms of competition law, Legrand expects the Purchaser 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 Purchaser undertakes to comply with all applicable national and international laws and regulations relating to fair competition of each country the Purchaser is established in and/or operates in.

The Purchaser 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.

The Purchaser undertakes to comply with all laws and regulations on embargoes, economic, commercial or financial sanctions or restrictive measures applied by France, the United States, the European Union or any other applicable national legislation (“**embargoes**”) and to obtain all licences, shipping documents and authorizations required for the resale, export or re-export of Legrand Group products. Accordingly, the Purchaser agrees not to:

- (i) export or re-export the Products to a country which is prohibited or subject to restrictions, without having obtained all necessary authorizations from the French, European or American authorities or those of any other country that imposes restrictions;
- (ii) supply the Products to persons, organisations or entities subject to restrictions by France, the European Union or any other country; or to persons, organisations or entities about which there are reasons to believe that they fail to comply fully with the national or international regulations in force;
- (iii) export or re-export the Products for the purpose of using them in sectors that are prohibited or subject to restrictions by the law and embargo regulations;
- (iv) issue or collect any financial flows without having previously notified and/or obtained the necessary authorisations from the competent authorities.

The Purchaser is responsible for obtaining all authorisations or licences as required by the export regulations and guarantees to hold the Company not liable in regard to any recourse pertaining thereto. The Company may suspend its obligations and the Purchaser's rights until such time as the authorisations and guarantees have been granted or for the period of such restrictions or prohibitions. In all events, the Company shall be able to cancel the order without thereby giving rise to any liability whatsoever with regard to the Purchaser or end-user.

31. CONFIDENTIALITY

Both the Company and the Purchaser shall keep all confidential and shall not disclose without the prior written consent of the other any technical and commercial information

32. COMMUNICATIONS

All communications between the parties in respect of the Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission (with a hard copy by post). In the case of communications to the Company to its registered office unless otherwise notified to the Purchaser by the Company; and in the case of communications to the Purchaser to its registered office (if a Company) or to its address as set out in the Contract unless otherwise notified to the Company by the Purchaser. Communications shall be deemed to have been received if sent by pre-paid first class post, 2 working days (i.e. excluding Saturdays, Sundays and bank and other public holidays) after posting; if delivered by hand, on the day of delivery; or if sent by facsimile transmission on a working day prior to 4.00 p.m., at the time of transmission and otherwise on the next working day.

33. HEADINGS

The headings used in these terms and conditions are for convenience only and shall not affect their meaning or construction.

34. GOVERNING LAW

All contracts to which these GSC apply shall be governed by and construed in accordance with Danish law.