

Service Ticket

TERMS AND CONDITIONS

900512ST R07/15/21

- A. The following Terms and Conditions apply to repair and service work (the "Work") performed by Schneider Electric Buildings Americas Inc. ("Company"). Authorization for the Work and acceptance of these Terms and Conditions is provided by the Customer's signature in the signature block of the service ticket. Any Work performed under this proposal shall be governed by the Terms and Conditions contained herein.
- B. The warranty provided herein is conditioned upon the Customer operating and maintaining systems / equipment according to industry-accepted practices and in consideration of the Company's recommendation. The Company's sole obligation shall be to repair or to replace defective parts or to properly re-do defective services on Company-provided items only.
- C. The Company provides a labor warranty for a period of ninety (90) days from the completion of the Work performed to remedy failures or defects in the workmanship provided. If any replacement part or equipment item installed by the Company proves defective, the Company will honor the warranty provided by the manufacturer. In the event that the Company is called for a warranty service call by the Customer, and the Customer's equipment is found to be operating normally, or if the Company does not discover a defect in material or workmanship, the Customer shall pay the Company's standard fees for any services rendered. The remedies provided herein are the Customer's sole remedies for any failure of the Company to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all liabilities of the Company whether the claims of Customer are based in contract, in tort (including negligence) or otherwise with respect to or arising out of the work performed hereunder. IN NO EVENT SHALL THE COMPANY, BY REASON OF THIS WARRANTY OR OTHERWISE, BE LIABLE FOR EITHER INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- D. This warranty does not include services occasioned by improper operation, negligence, or damage by fire, water or electrical disturbances, or repairs to equipment not performed by the Company. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment, unless specified in this proposal.
- E. ANY WARRANTIES PROVIDED FOR HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE).
- F. The Customer will provide and permit reasonable access to all equipment. The Company will be permitted use of existing facilities and building services as needed. The Customer will supply appropriate personnel to start and stop equipment as necessary, unless otherwise instructed by the customer.
- G. The Company shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to, acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, alterations, modifications, abuse or misuse, vandalism, freeze-ups, strikes, lockouts, labor disputes, differences between workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, unavailability of parts or malicious mischief.
- H. Notwithstanding any other provisions to the contrary, the maximum liability of the Company to the Customer for any claim, loss, damage or injury for which the Company may be liable pursuant to these terms and conditions or the Work performed by the Company shall be limited to the total price to be paid by the Customer to the Company for the Work.
- I. The Company is not responsible for the identification, removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this proposal. The Company's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or hazardous substances. In the event the Company encounters such material in performing the Work, the Company will have the right to discontinue work and remove its employees until the hazard is corrected by Customer or it is determined no hazard exists.
- J. The Clean Air Act, section 608 of 1992, states that the intentional venting of Class I CFC's and Class II HCFC's will be illegal as of July 1, 1992. Failing to abide by this law could result in up to \$25,000 in fines plus two (2) years in jail. Adding refrigerant to a system with a known leak could be in violation of the federal Clean Air Act. The Company and its employees will not add refrigerant to a leaking system without proper repairs.
- K. If a dispute arises, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. If legal action is pursued by either party, the prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute.
- L. Neither the Company nor the Customer will be responsible to the other for any special, indirect, or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond reasonable control as per paragraph G, If this scope of Work covers fire safety or security equipment, the customer understands that the Company is not an insurer regarding those services. The Company shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss.

- M. If any equipment to be furnished by the Company under shall become temporarily or permanently unavailable for reasons beyond the control and without the fault of the Company, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent, thereof.
- N. The Customer acknowledges and agrees that any purchase order issued by the Customer is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counter-offer, amendment modification, or revision to the terms of this document and any terms or conditions contained in the Customer's purchase order shall be of no force and effect. The Customer agrees to pay for all services, materials or parts supplied at current rates unless specified otherwise. Payment is due upon receipt of invoice. The Company reserves the right to add 1.5% per month to any balance due beyond 30 days of invoice date.
- O. No change or modifications of any of the Terms and Conditions stated herein shall be binding upon the Company unless specifically accepted by the Company in writing.
- P. **Disclaimer.** Company reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current COVID-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority. The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Company's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Company (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Company's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Company to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.
- Q. **Ethics and Compliance with Laws.** Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance, or Company's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of Company's GreenLine. The GreenLine is Company's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link below: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.
- R. **Cybersecurity.**
- Customer's Obligations for Its Systems: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by Company, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, including through malware, hacking, or similar attacks.
 - Without limiting the foregoing, Customer shall at a minimum:
 - have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
 - promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Company's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;
 - regularly monitor its Systems for possible Cyber Threats;
 - regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
 - meet the recommendations of Company's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Company from time to time, and then-current industry standards.
 - Customer's Use of the Products, Software, and Services: Company may release Updates and Patches for its Products, Software, and Services from time to time. Customer shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Company's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product,

Software, or Service. Customer understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Company shall not be liable or responsible for any losses or damages that may result.

4. Identification of Cyber Threats: If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Company has not released a Patch, Customer shall promptly notify Company of such vulnerability or other Cyber Threat(s) via the Company's Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Company with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Company shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Company shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Company that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Company described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

S. Import and Export.

1. The Products and Services provided by Company under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these Terms and Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
2. Unless applicable export license/s has been obtained from the relevant authority and Company has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
3. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Company from fulfilling any order, or would in Company's judgment otherwise expose Company to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Company shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.