

TITLE: GENERAL CONDITIONS OF PURCHASE

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1. OFFER AND ACCEPTANCE

- 1.1. The Order is accepted when the Supplier commences its execution whereupon a contract upon these terms (the "Contract") is formed with Schneider Electric Nigeria Limited (the "Purchaser").
- 1.2. Subject to these General Conditions of Purchase, any Order given to the Supplier by the Purchaser shall constitute an offer by the Purchaser to purchase the Goods (including Software) and/or Services referred jointly to hereinafter as "the Supplies" in accordance with these General Conditions of Purchase to the exclusion of any other terms and conditions on the basis of which a quotation has been given to the Purchaser or subject to which any Order is accepted or purported to be accepted by the Supplier and the Supplier acknowledges that these General Conditions of Purchase shall prevail over any other conditions which may have previously been notified by the Purchaser to the Supplier and any previous course of dealing between the Purchaser and the Supplier.
- 1.3. The written acceptance by the Supplier of the Order or the commencement of performance of the Order by the Supplier shall constitute acceptance by the Supplier of the Order and these General Conditions of Purchase.
- 1.4. Any modification of these General Conditions of Purchase must be expressly accepted by the Purchaser in writing.

2. OBLIGATIONS AND EXECUTION

- 2.1. The Supplier shall perform the Order in accordance with these General Conditions of Purchase. The Supplier shall provide the Purchaser with all information in connection with the Supplies as the Purchaser may from time to time reasonably require and shall promptly notify the Purchaser if at any time the Supplier is prevented or delayed or becomes aware of any circumstance which may prevent or delay it from performing any part of its Supplies.
- 2.2. The Purchaser reserves the right to modify the Order at any time. Any such modification will be made by a written amendment to the Order, signed by both parties.
- 2.3. The Supplier may not assign, transfer, or subcontract the whole or part of the Order without the Purchaser's prior written agreement, and the assignee's, transferee's, or approved subcontractor's (as appropriate) express written acceptance of General Conditions of Purchase, and any other provisions of the Order. These conditions are cumulative. Acceptance by the Purchaser of the transfer and/or subcontractor does not release the Supplier from his liability and obligations from the Order.
- 2.4. By accepting the Order, the Supplier acknowledges that it has received from the Purchaser and taken full account of all information necessary for execution of the Order.

3. DELIVERY

- 3.1. Unless otherwise is specified in the Order, the Supplies shall be delivered DDP to Schneider Electric Nigeria Limited to the address displayed on the Order. The title in the Supplies shall transfer upon their delivery to address shown on the Order. The risk in the Supplies shall pass to the Purchaser upon completion of delivery. Whenever the Supplier delivers Supplies to the Purchaser or whenever the Purchaser collects Supplies from the Supplier's warehouses and/or depots, the Supplier must check the identity of the person to whom it hands over the Supplies and must note the number of the ID document presented to it.
- 3.2. places goods corresponding to the Supplies ordered by the Purchaser (in terms of description, quality, and quantity), into the hands of the Purchaser at the address stipulated in the Order. The Order shall only be deemed to be complete when: (i) all Supplies have been delivered and/or provided in accordance with the Order and accepted by the Purchaser; (ii) all documents stipulated in the Order and/or all documents and certificates required for operating and maintaining the Supplies in compliance with regulations in force have been received and accepted by the Purchaser.

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3.3. The Supplies shall be delivered on the date that appears on Order.

4. DELIVERY SCHEDULES AND LATE DELIVERY PENALTIES

- 4.1. The Supplier's acceptance of an Order or of any variation to an Order entails the Supplier's formal and irrevocable commitment to perform that Order or variation in strict compliance with the schedule for the delivery of the Supplies and the provision of all necessary documentation.
- 4.2. If the Supplier fails to meet the delivery schedule but the Purchaser elects not to cancel the Order, the Purchaser may by rights and of its own accord, require the Supplier without giving formal written notice to pay liquidated damages equal to 1% of the value of the Order per calendar week overdue (pro rata) subject to a maximum limit of 10% of the value of the Order. Liquidated damages may be automatically set off against all sums due from the Purchaser to the Supplier, whether or not such sums are due at the time the setoff takes place. The liquidated damages are a pre-estimate of the Purchaser's loss for Supplier's failure to meet the Delivery schedule.

5. PARTIAL DELIVERY - NON-CONFORMITY OF DELIVERY

- 5.1. If the Supplier only delivers a part of the Order or if only a part of the delivery complies with the Order, the Purchaser may, at its option apply the provisions of Article 4 just to those parts of the Order which are missing or which do not comply with the requirements of the Order.
- 5.2. In the event of a partial or non-compliant delivery, the provisions in this clause are without prejudice to the Purchaser's ability to: (i) terminate the whole of the Order by rights and of its own accord in accordance with Article 4; (ii) claim compensation for any damages, losses, costs or expenses that it has suffered as a result of the Supplier's default; and/or (iii) Claim for the application of liquidated damages pro rata calculated on the total value of the Order, tax excluded.

6. SERVICES TO BE PROVIDED BEFORE DISPATCH

- 6.1. The Supplier may not ship the Supplies to the Purchaser before it has drawn up a certificate of conformity stating that the Supplies comply with the specifications and other terms contained in the Order and any standards applicable on the date of delivery, including those of any country where the Supplies are to be manufactured, delivered or used (to the extent the country is notified to the Supplier).
- 6.2. The Supplier will give the Purchaser, as well as any person nominated by the Purchaser, free access to its workshops or those of its subcontractors or to any other place where tasks related to the Order are carried out, in order to enable the status of the Order and its progress to be observed.
- 6.3. If the Supplier's personnel have to work on the Purchaser's site, or one of the Purchaser's customers' sites for the purpose of carrying out the Order, those personnel shall remain the full responsibility of the Supplier, at all times, particularly as far as any issue of health and safety is concerned.

7. PACKAGING - TRANSPORT

- 7.1. The Supplier will be responsible for packing the Supplies and ensuring that the Supplies are adequately secured and protected at its cost and risk.
- 7.2. The Supplier shall draw up an inventory for each shipment. The inventory shall include all the details required to identify the packages (order references, type and quantity of Supplies, name of the carrier, packing references) as set out in the Order. The Supplier shall send one copy of the inventory to the Purchaser or his nominee for the attention of the person who signed the Order. The Supplier shall include the other copy of the inventory with the shipment, fixed in a plastic envelope on the outside of the packaging. All certificates and inspection reports drawn up by the Supplier in compliance with Article 6 above will also be included inside the packaging.
- 7.3. Should there be any loss or damage to the Supplies during their storage, transport, delivery or

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prior to their acceptance, the Supplier undertakes to procure and supply at his cost and risk identical replacements of any damaged or missing items within the initial time scales provided for in the Delivery schedule. The Purchaser may, at its option, without limitation of any rights and remedies which it may have at law by reason of such failure, (a) cancel the Order without notice nor allowance (b) reject the Supplies (c) retain the payment in totality or partially.

8. PRICES

- 8.1. Prices indicated on the Order are all-inclusive, fixed and non-revisable, after deduction of discounts, and inclusive of (without limitation): taxes and duties, storage, packaging, insurance, customs duty and transport paid to the delivery address. The currency of amounts appearing on the Order is also the currency of payment. Prices are not subject to any form of revision, as a function of any variation in exchange rates or otherwise.
- 8.2. Supplier warrants that the prices set forth herein are as low as any net price now given by the Supplier to any other customer for like or similar materials and quantity. Supplier agrees to immediately inform the Purchaser if during the term of the Order lower net prices are quoted to anyone for similar supplies, the Parties shall adjust immediately the corresponding prices.

9. INVOICING

- 9.1. The Supplier shall draw up an invoice addressed to the Purchaser at the address given on the Order.
- 9.2. Invoices shall contain the information detailed below, together with any such other information the Purchaser may reasonably require:
- i. The order number and date of order, and the project reference number (where applicable).
 - ii. A complete description of the goods / services supplied, including the part numbers and quantities.
 - iii. The price of the Supplies, exclusive of tax, the amount of VAT, taxes, insurance and customs duty, the price inclusive of tax and any discounts applicable;
 - iv. The date on which payment is to be made in application of Article 10 below; and, more generally, all information to be included on the invoice in order to comply with all applicable laws.
- 9.3. The Purchaser reserves the right to refuse any invoice that is incorrect (Either in substance and/or in form).

10. PAYMENT

- 10.1. The Purchaser will not make any advance payment in respect of the Order unless stipulated in the Order.
- 10.2. Unless the Order provides otherwise and provided that the conditions of the Order were duly executed, invoices are to be paid by the Purchaser within 60 days after receipt of the invoice submitted in accordance with the provisions of Article 9.
- 10.3. The sum paid will take account any liquidated damages applicable, calculated in accordance with Article 4 above.
- 10.4. The payment by the Purchaser of the contractual price for the delivered Supplies shall not constitute an acceptance thereof and does not release the Supplier of its responsibilities and obligations.

11. WARRANTY

- 11.1. The Supplier warrants to the Purchaser that the Supplies (i) are strictly in conformity with the provisions of the Order, the specifications, plans and documents which are referred therein; (ii) are in accordance with best industry practice and applicable standards and in strict compliance of any

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applicable laws (including any export regulations); (iii) are free from all defects of design, matter, manufacture, construction or installation; and (iv) are new, and in conformity with the use for which the Purchaser intends them

- 11.2. The Warranty shall be of at least two years duration, running from the date that the Supplies were put in service (article 13) in accordance with the terms of the Order. This warranty is in addition and without prejudice to the provisions of any warranty implied by applicable law.
- 11.3. The Supplier agrees to promptly replace any defective parts of the Supplies at its expense. Any part replaced under the terms of the Warranty or Schneider Electric Systems Ltd General Conditions of Purchase any other legal warranty shall be subject to the same terms of warranty as provided in this Article 11. The return of the defective parts will be at the charge of the Supplier. The Supplier undertakes to supply spare parts and any other parts liable to be required throughout the service life of the Supplies. Failure to promptly remedy any defects following the Purchaser's notice to do so shall entitle the Purchaser to arrange for all necessary work to be carried out at the Supplier's cost.
- 11.4. The Warranty shall be extended by any period during which the Supplies are out of service, starting on the date on which the Purchaser requests that the Supplier take steps to remedy the defect and ending on the date on which the Supplies in question are put back into service. If a key or main part of an element of the Supplies needs to be repaired or replaced during the Warranty period, the Warranty will be renewed for the whole of that element of the Supplies.

12. LIABILITY AND INSURANCE

- 12.1. In general, the Supplier shall be liable to the Purchaser and any third parties, and shall indemnify the Purchaser against any losses, damages, costs and expenses of any nature, (whether direct, indirect, consequential, tangible, intangible, physical, or economic and whether suffered by the Purchaser, the Supplier or any third party), which result from the Supplier's breach of its obligations under the Order or from its negligence or default. The Supplier shall be liable for the consequences of its breaches that are attributable to it or to the Supplier's employees, officers, directors, managers, agents, subcontractors, suppliers and/or service providers.
- 12.2. The Supplier shall maintain insurance coverage of the types and in the amounts required by applicable law and good industry practice, including but not limited to employers liability/workmen's' compensation insurance, public/product liability insurance, professional indemnity insurance and personal injury/property damage insurance. The Supplier shall, within seven (7) days after receiving a written request from the Purchaser, (i) name and maintain the Purchaser as an additional insured under all such policies and (ii) provide to the Purchaser certificates of insurance confirming its addition to the policies, the insurers, policy numbers, types and levels of coverage.

13. COMMISSIONING

- 13.1. Should the Order stipulate that the Supplier (or a third party under the Supplier's supervision) perform any assembly and/or commissioning of the Supplies the parties agree that such assembly shall include all steps required for put the Supplies into good working order in accordance with the terms of the Order and the requirements of the Purchaser and all steps, tests of performance required by the Purchaser or the end user for the Supplies to be put into full commercial service.

14. CONFIDENTIALITY

- 14.1. Any plans, documents, know how or information of any nature transmitted to the Supplier by the Purchaser, during negotiation and performance of the Order (together #Information#) is confidential, shall remain the Purchaser's property and must be returned to the Purchaser when the Contract is terminated for any reason. The Supplier shall not use the Information for any

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purpose other than executing the Order, unless the Supplier has received prior written permission from the Purchaser. The Supplier shall treat such Information as being strictly confidential and may not, either before, during or after completing the Order, divulge or communicate such Information to any third party or use the Information directly or indirectly, partially or completely.

- 14.2. All information and know-how relating to the Supplies that the Supplier provided to the Purchaser in connection with the Order, shall not be deemed to be confidential. Except if the Purchaser agrees expressly in writing any such information provided will then become the property of the Purchaser without any restriction of any kind.

15. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 15.1. Any models, plans, tooling, or other elements covered by the intellectual and/or industrial property, given by the Purchaser to the Supplier for the purpose of executing the Order will remain the Purchaser's exclusive property and must be returned to the Purchaser when the Order is delivered or if the Order is terminated for any reason.
- 15.2. Reproduction of these elements or the manufacture of identical equipment for the Supplier or for a third party is strictly forbidden unless the Purchaser has given its express written permission.
- 15.3. The Supplier irrevocably assigns to the Purchaser all right, title and interest worldwide in any know-how, trade secrets, ideas, technical information, drawings, designs, trademarks, formulae, processes, apparatus, equipment, manufacturing techniques, software programs, software tools, code (in source or object form), software source documents, documentation manuals or other copyrightable or patentable works that is solely or jointly conceived, made, reduced to practice or learned by the Supplier in the course of any work performed for or on behalf of the Purchaser.
- 15.4. The Supplier warrants that the Supplies does not constitute an infringement of any third party rights and that it has all licenses, authorizations and permissions necessary to provide the Supplies in accordance with the Order and that the Purchaser's and the Purchaser's customers' use of the Supplies in any form does not infringe the intellectual property rights of any third party. The Supplier defends, holds harmless and indemnifies the Purchaser in full against any claims, losses, damages costs, complaints, or other expenses made by third parties in connection with the provision of the Supplies to the Purchaser and the Purchaser's or the Purchaser's customers' use of the Supplies as incorporated into the Works.

16. CANCELLATION

- 16.1. If the Supplier breaches any obligation under the Order or the Supplier ceases to be able to pay its debts, files for insolvency or suffers any other event of insolvency or bankruptcy in any jurisdiction, the Purchaser may by rights and of its own accord terminate the Order immediately by giving formal written notice. Such a termination shall be without prejudice to the Purchaser's accrued rights and remedies.
- 16.2. During the execution of the Order, the Purchaser has the right to cancel it whole or part of the Order without justifying his reasons. Following such termination, the Parties shall negotiate pursuant to Article 2.2., the compensation allocated for the Supplier on the basis for the reasonable direct costs which are the direct consequence of cancellation and which will be identified by the Supplier within 30 days following the notification of cancellation. The Purchaser shall not be liable to the Supplier for any loss of profit, loss of contracts or other losses and/or expenses howsoever arising out of or in connection with termination of the Order or otherwise

17. SUSPENSION

- 17.1. The Purchaser reserves the right to suspend execution of the Order at any time. Any such suspension will come into effect when notified in writing to the Supplier by the Purchaser. During the period of suspension, any obligations relating to the Order will be suspended, except for those concerning confidentiality and intellectual property rights. The Supplier shall safeguard the

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Supplies during the period of the suspension at its risk. If the Suspension lasts for more than 3 months, for a reason other than a case of force majeure or a default by the Supplier, the Supplier shall be entitled to its reasonable proven extra costs (evidenced in writing) that the Supplier incurs directly as a result of the suspension.

18. INSPECTION

- 18.1. The Purchaser reserves the right, alone or with the end user (or their representatives), to inspect at its expenses the Supplies before shipment and during process of manufacture and observe the process of manufacture at all times.

19. SAFETY, HEALTH AND ENVIRONMENT

- 19.1. The Supplier agrees to deliver the Supplies in compliance with applicable law, regulations and standards concerning health, safety and environment in force at the time of delivery. The Supplier shall observe and comply with all provisions and requirements of EU and any other applicable laws and regulations such as in relation to packing, labelling, carriage or disposal of hazardous goods as well electronic equipment. Hazardous goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English and local language if required. Transport and other documents must include declaration of the hazard and name of the material in English and local language if required. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. Supplier shall obtain and apply CE mark for all goods as required by any law or regulations and provide with Declaration of Conformity as requested. All information held by or reasonably available to the Supplier in connection with any potential hazards known or that could exist in the transport, handling or use of the goods to be supplied by Supplier or in connection with the provisions of the Services by the Supplier shall promptly be communicated to Schneider Electric.
- 19.2. The Supplier is responsible for any damage to the environment or health and safety that are caused by the Supplies whether or not they comply with applicable law, regulations and standards (excluding in the event of any gross negligence or wilful misconduct of Purchaser). The Supplier indemnifies the Purchaser against any losses, damages, costs or expenses arising in relation to such damages to the environment or health and safety. The Supplier will bear all tangible, intangible and financial consequences arising from any such damage, in particular but not limited to the cost of replacing the Supplies.

20. JURISDICTION & GOVERNING LAW

- 20.1. Any dispute arising out of or in connection with the Order, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the ICC, which Rules shall be deemed to be incorporated by reference into the Order. The number of arbitrators shall be one. The seat of arbitration shall be London, UK. The language to be used in arbitral proceedings shall be English. The Order shall be governed by English law, excluding, for the avoidance of doubt, the provisions of the Vienna Convention on the International Sale of Goods. The parties explicitly exclude all rules and regulations on conflicts of law or others liable to lead to the application of any other laws or regulations, and of all habits and customs.

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21. GENERAL

- 21.1. If any provision of the Order is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Order had been executed with the invalid, illegal or unenforceable provision eliminated.
- 21.2. No waiver by either party of any breach of the Order shall be considered to be a waiver of any subsequent breach of the same or any other provision.
- 21.3. Any notice required to be given by either party to the other under the Order shall be in writing addressed to the other party at its registered office, principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice

22. SUSTAINABLE DEVELOPMENT

- 22.1. The Supplier undertakes to comply with the following principles:
- The OECD's guidelines on sustainable development, which may be consulted on the following website:
http://www.oecd.org/topic/0,3699,en_2649_37425_1_1_1_1_37425,00.html
 - The ten principles of the United Nations Global Compact on human rights, labour standards, the environment and anti- corruption, which may be consulted on the following website:
<http://www.unglobalcompact.org/Languages/french/index.html>
 - The rules defined in the ISO 14001 standard.
 - Furthermore, the S. is informed that energy performance of the Supply has been considered as part of the selection criteria used by SE (ISO 50001 Standard).
- 22.2. In order to enable use of the Supply in total safety, the Supplier
- undertakes to comply with all the national legislation and regulations applicable at the delivery address specified in the Order.
 - further undertakes to ensure that none of its Supply contains one or more of the hazardous substances referred to in the European Directive 2011/65/EU of 8 June 2011 in its annex II.
 - also undertakes to comply with all the obligations concerning substances which are restricted and/or banned in the European Union and, in particular, those listed in the REACH Regulation (EC 1907/2006) and in the texts of its resulting amendments, the annex XIV and XVII,
 - and, generally, finally undertakes to systematically comply with the legislation and regulations relating to the ban on, or restriction of, the use of certain products or substances which are effective when the Order is placed, both in the European Union and in other countries, if such is specified in the Order and/or the specifications, or which may become applicable up to the delivery date of the Supply.
- Within forty-five (45) days of receipt of a request from SE, which may be accompanied by a list which SE may have sent to it and, otherwise, on the basis of the effective lists of restricted substances, the Supplier shall advise SE of the presence of such substances in its Supply.
- At SE's first request, the Supplier shall provide it with all supporting documents required during the legal timeframe for conserving documents.
- 22.3. The Supplier shall compensate SE for all costs, damages and losses borne by SE and/or for which it is found liable under third- party claims, owing to the S.'s failure to comply with any of the provisions of this Article 20.
- 22.4. Moreover, should the S. decide to change the composition of the Supply, it shall advise S thereof at least nine (9) months prior to the date when such change becomes effective.

23. MANAGEMENT OF PRODUCT / PROCESS CHANGES

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The Supplier shall inform SE in writing of any decision to stop marketing the Supply or any major changes made to the Supply or to its manufacturing process and, in particular, any changes affecting the processes, including any material changes in its or its sub-contractors' IT Processes, the procurement of critical components, the Supply's design, the location of the plant(s), provided such changes impact or may impact on the Supply's technical specifications, compliance with standards, lifecycle, reliability or quality. The Supplier shall inform SE in writing nine (9) months prior to the marketing end date or the date scheduled for the implementation of any major change. SE reserves the right to refuse any major change. All major changes remain under the full responsibility of the Supplier. The Supplier shall repay to SE all the costs borne by the latter during, or in the context of, the reclassification of the Supply and/or component affected by the major change.

24. TAXES

The Supplier shall bear and pay all taxes, charges or levies, including but not limited to corporate taxes, employee taxes, social security, sales taxes, stamp taxes, duties, levies and charges assessed on the Supplier, its subcontractors or their employees by any local, state or national governmental authorities in connection with the Order. The Supplier shall indemnify and hold SE harmless from any liabilities including but not limited to taxes, interest and penalties from failure of the Supplier or any of its subcontractors to pay these taxes or to comply with the reporting, filing or other procedural requirements with respect to payments of these taxes.

25. CODE OF CONDUCT AND COMPLIANCE

The S. hereby represents and warrants that it has complied with and undertakes that, in performing their duties under this order, that the Supplier shall comply with, and cause its employees and officers to comply with, and do all things necessary to comply with, the Schneider Electric values, charter and principles of responsibility and all laws, rules, regulations and policies.

In the event the S. has any concerns related to ethics or compliance or Schneider Electric's Trust Charter (which can be found here <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/>), and/or any potential violations of these policies, S. shall make use of Schneider Electric's Trust Line (a global helpline for external stakeholders and a confidential channel through which the Supplier can ask questions and raise concerns). Reports can be made using the link below:
<https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/trustline/>

26. SCHNEIDER ELECTRIC DATA & CYBERSECURITY

26.1. Where Supplier has access to, collects, stores or otherwise processes data from or on behalf of SE (e.g. including, as the case may, data from SE customers, resellers, or users) in connection with its provision of the Supply ("Data"), including any data that may be generated by the Supply itself, Supplier shall at a minimum:

- i. Only access, collect, store or otherwise process Data for the sole purpose of fulfilling Supplier's obligations under the Order, or as otherwise expressly permitted by SE in writing;
- ii. Maintain reasonable and appropriate administrative, technical and organizational measures and safeguards to preserve and protect the security, integrity and confidentiality of the Data, aligned with applicable industry standards such as ISO / IEC 27001 or IEC 62443;
- iii. Should the Supply contain any software, firmware or chipsets; the development and

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- productions of such shall demonstrably aligned with good industry practices and standards such as ISO/IEC 27001 or IEC 62443;
- iv. Comply with any other privacy or security policies or procedures that SE may provide or make available from time to time to the Supplier as the context requires; especially when Supplier has access to SE IT systems or network, either at SE location or remotely; and
 - v. Any infrastructure, systems, services, products or platforms used by Supplier to access, collect, store, or otherwise process Data, including data gathered from third-parties on behalf of SE, shall be developed, maintained, and operated in accordance with industry-recognized security requirements and Secure Development Lifecycle practices, including but not limited to, secure application development, vulnerability management, and compliance with applicable regulations and requirements.
- 26.2. Supplier shall maintain a reasonable and industry appropriate business continuity plan to ensure its provision of the Supply, taking into account data and cybersecurity risks included in its comprehensive risk analyses, contingency plan and solutions for its continuous delivery and operations.
- 26.3. suspected misuse, compromise, or unauthorized access, destruction, loss, alteration, acquisition or disclosure of any Data, security breach or suspected vulnerability, whether in Suppliers' IT systems or network, or in relation to the Supplier ("Security Incident"):
- i. Supplier shall notify Schneider within twenty-four (24) hours through Schneider's Supplier Breach Notification Portal at:
<https://www.se.com/ww/en/work/support/cybersecurity/report-an-incident.jsp#Suppliers>
 - ii. Such notification shall contain at a minimum: (a) a brief description of the Security Incident, (b) any Schneider Electric Systems or Data affected by the Security Incident, (c) any persons involved with the Security Incident, including any persons who made any unauthorized use or received an unauthorized disclosure, if known, (d) what Supplier has done or shall due to investigate the Security Incident, to mitigate any deleterious effects, and to protect against any further harm or other similar Security Incidents; and (e) any other information requested by Schneider relating to the Security Incident;
 - iii. Take prompt steps to investigate, contain, and remediate any Security Incident and cooperate with SE in any subsequent investigation and response in connection with the Supplier's IT systems or networks, or in relation to the Supply, and evidence demonstrating the completion of those activities. Unless otherwise specified hereto, each party will bear its own cost in relation to its performance and action contemplated as determined herein.

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