

**1. GENERAL PROVISIONS - ACCEPTANCE**

- 1.1** The acceptance of the purchase order by the Supplier (hereinafter referred to as the “Supplier”) constitutes acceptance of these General Purchasing Terms and Conditions (“GPTC”), which govern the contractual relations between any of the above Schneider Electric companies (hereinafter referred to as “Schneider Electric”) and Supplier, subject to the provisions of the specific terms of the order for product, supply, works and/or services as set out in Schneider Electric’s purchase order (“Order”) and to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. For purposes hereof, Schneider Electric and the Supplier are collectively referred to as the “Parties” and individually as a “Party”.
- 1.2** All the provisions of this Order shall be deemed accepted by the Supplier ten (10) business days after its receipt, unless reservations are sent within this timeframe, in writing to the buyer at Schneider Electric managing the Order, whose contact details appear on the first page of the Order.
- 1.3** It is hereby specified that Schneider Electric’s procurement commitment (i.e. the validity of the Order placed with the Supplier) is dependent on the Supplier’s acceptance of all provisions of the Order including these GPTC.

**2. DELIVERY – ACCEPTANCE OF DELIVERY**

- 2.1** The contractual delivery date is understood as being when the goods have arrived and been unloaded at the delivery address specified in the Order (or according to the DPU Incoterm (Incoterms ICC 2020). It is a fundamental term of the Order that time of delivery is of the essence. The effective delivery date is the date stamped by the receiving agent of the goods on the receipt slip (or delivery slip), duly signed by one of its authorised representatives. No early deliveries may be made without Schneider Electric’s prior written agreement.
- 2.2** If an acceptance procedure is provided for under the specific terms of the Order, such procedure is the instrument by means of which, at the Supplier’s initiative, Schneider Electric represents that it accepts (with or without reservations) the goods, works and/or services which are the subject matter of the Order (“Supply”).

**3. LEAD-TIMES – LIQUIDATED DAMAGES**

- 3.1** In the event of delays in delivery or acceptance, which are not attributable to:
- (a) An event beyond the control of a Party (or any person acting on its behalf), which by its nature could not have been foreseen by such Party (or such person), or if it could have been foreseen was unavoidable, and includes acts of God, epidemics, pandemics, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources (“an Event of Force Majeure”); or
  - (b) Schneider Electric’s negligence,
- the Supplier shall owe liquidated damages for delay calculated on the total amount of the Order at a rate of 1% per calendar week of delay up to a maximum of 5% of this amount. The Parties agree that the liquidated damages are a genuine negotiated pre-estimate of Schneider Electric’s loss resulting from delay in delivery or acceptance and will not be regarded as a penalty. Supplier waives any right to question or challenge the validity of the obligation to pay liquidated damages. Over and above this maximum limit, Schneider Electric reserves the right:

- (a) To claim its actual loss from the Supplier; and
- (b) To unilaterally terminate, in part or total, the Order for breach by the Supplier (without prejudice to any damages), with, in this case, the extent of the delay being considered a default of the Supplier.

#### 4. MODIFICATIONS

- 4.1 Schneider Electric may request changes to the amount or substance of the Supply at any time during the Order fulfilment process and the Supplier hereby accepts that principle. Any such changes must be recorded in an amendment negotiated between Schneider Electric and Supplier setting out, where applicable, the new contractual deadline for delivery/acceptance and the corresponding adaptations to the economic terms of the original Order. If the Parties fail to reach a written agreement on the terms of that amendment within fifteen (15) calendar days of the request for changes submitted by Schneider Electric, the latter will be entitled to impose those changes provided that it pays the Supplier, where applicable, any price supplement it deems reasonable and subject to the Supplier's right to challenge that amount.
- 4.2 The Supplier acknowledges that the Supply will be installed, delivered or performed in 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 Schneider Electric's capacity to accept such Supply or perform any of its obligations under these GPTC, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by Schneider Electric as preventive or curative measures to avoid harmful contamination exposure of Schneider Electric's employees. The Supplier therefore recognizes that such circumstances shall excuse performance by Schneider Electric of any of its obligations under these GPTC and allow for the cancellation or delay of any Order by Schneider Electric without any penalties or any other damages or termination for default.

#### 5. TRANSFER OF RISKS AND TITLE

Notwithstanding any verification work or acceptance procedure at the Supplier's premises, the transfer of risk in, and title to, the Supply takes place upon delivery of the Supply. If an acceptance procedure is provided for, the Supplier nevertheless continues to bear the inherent risks affecting the Supply until Schneider Electric issues an acceptance statement without reservations. In all cases, the Supply is transported at the Supplier's risk.

#### 6. MARKING, PACKAGING AND DOCUMENTATION

- 6.1 The Supplier shall comply with the provisions of Regulation EC 765/2008, decision 768/2008/EC and the harmonised EN 50581 standard and all associated implementing legislation and/or the equivalent requirements imposed by UK law as applicable, including the manufacturer's obligation to issue a declaration of conformity in the form of appropriate technical documents.
- 6.2 The Supply is delivered with the packaging that is suitable for that type of Supply and in packaging that provides adequate protection, in particular against the risk of bad weather, corrosion, vibrations, loading or unloading accidents and the constraints of carriage and storage operations, to ensure their proper preservation. That packaging must comply with standard industry practice and any specifications set out in the Order. Unless otherwise provided for, the packaging is not subject to a deposit but, if this were the case, it shall be returned at the Supplier's expense. The Supply is delivered together with the documentation required for its use, maintenance and upkeep.

- 6.3** The packaging used for the Supplies must meet the requirements set out in the applicable EU directives and regulations and those set out in the applicable statutory and regulatory provisions of domestic law.
- 6.4** The Supplier must always be in a position to present to Schneider Electric and any control officers a written declaration of compliance for the packaging used.
- 6.5** The Supply must be delivered with the documentation required for its use, maintenance and servicing and, where applicable, with any other documentation required under the Order and/or applicable standards.

## 7. VERIFICATION

- 7.1** The Supplier is responsible for verifying and certifying the compliance of the Supply with the conditions applicable to it under Schneider Electric's specifications, knowledge of which Supplier acknowledges. Under no circumstances shall the verification work carried out by Schneider Electric prior to, during or after delivery/acceptance discharge the Supplier from this obligation.
- 7.2** The Supplier is solely responsible for obtaining all authorisations and certifications required in connection with the design, manufacturing, carriage, installation, inspection and testing of the Supply, from the appropriate administrative authorities.

## 8. SHIPPING

At the same time as any shipping of the Supply, the Supplier shall send to Schneider Electric, by mail, a copy of the dispatch note mentioning the references and date of the Order, the number of parcels and an exact description of the shipped Supply. The original of this note shall accompany each shipment of parcels, together with the certificates of conformity and the verification reports.

## 9. REJECTED SUPPLY

Schneider Electric may inform the Supplier of any rejected Supply failing to comply with the specifications of the Order. Any rejected Supply shall be considered as not having been delivered/accepted and shall be taken back by the Supplier, at its expense, within forty-eight (48) hours of receipt of the rejection notice. Otherwise, the Supply shall be sent back to the Supplier at its own expense and risk. Where a supply is rejected, Schneider Electric may ask the Supplier to replace the Supply as swiftly as possible and in such a case, Schneider Electric may charge the liquidated damages set out in Article 3 above from the date of delivery agreed in the Order.

## 10. INVOICING

- 10.1** Any invoice shall be sent to the invoicing address mentioned in the Order and shall contain Schneider Electric's references and those of the corresponding Order. Each invoice relates to only a single Order and shall include the description of the Supply invoiced, and the unitary prices and volumes delivered.
- 10.2** Schneider Electric reserves the right to suspend payment of any invoice which fails to comply with regulatory provisions and/or those of this Article. Schneider Electric will issue a debit note or an invoice to the Supplier for any discrepancies in the amount or quality of the Supply delivered or the price invoiced. The Supplier must notify any challenge to the debit note or invoice within forty-five (45) calendar days of issue and if no challenge is notified within that time, it will be deemed to have accepted the debit note or invoice and must issue the corresponding credit note or make the corresponding refund within five (5) business days.

## 11. PRICES AND TERMS OF PAYMENT

- 11.1** Unless otherwise provided in the Order, the prices mentioned in the Order are firm and non-revisable and are understood as being carriage paid, inclusive of packaging, insurance and delivery expenses, and exclusive of VAT.
- 11.2** In the absence of provisions to the contrary in the Order, payments are made by bank transfer ninety (90) days' net from the end of the month of delivery/acceptance, on the 10<sup>th</sup> of the following month. The payment of any amounts corresponding to any debit notes issued by Schneider Electric for the Order will be suspended until Schneider Electric has received the corresponding credit note.
- 11.3** At Schneider Electric's choice, the Supplier may be paid either by Schneider Electric or Boissière Finance, to which Schneider Electric has granted a mandate to pay its suppliers.
- 11.4** Under no circumstances may payments made by Boissière Finance cause it to assume the rights and obligations of Schneider Electric vis-à-vis the Supplier pursuant to the Order, as a result, the Supplier may not make any claim or institute any proceedings against Boissière Finance concerning the Order, its performance or the resulting consequences.

## 12. ASSIGNMENT

- 12.1** The Supplier shall not assign or transfer the whole or part of its receivable under the Order without having informed Schneider Electric's Supplier Accounts Department in writing at least fifteen (15) days beforehand. This prior notice also applies to any agreement relating to a factoring operation.
- 12.2** The Supplier shall not assign/transfer the whole or part of the rights and/or obligations under the Order without Schneider Electric's prior written authorization.
- 12.3** Should the Supplier have signed a factoring contract and have duly notified Schneider Electric thereof, all its invoices shall be paid to the factoring company with which it concluded the contract.

## 13. SUBCONTRACTING

The Supplier may not sub-contract all or part of an Order, unless it has obtained Schneider Electric's prior written approval. Schneider Electric reserves the right not to approve the sub-contractor proposed by the Supplier. If the Supplier sub-contracts all or part of an Order without Schneider Electric's prior written consent, Schneider Electric may terminate the Order without prejudice to any claim for damages available to it.

## 14. MOULDS, TOOLS, TEST RESOURCES

- 14.1** Any moulds, tools, or test resources ("Equipment") manufactured specifically in the context of performing the Order becomes the exclusive property of Schneider Electric as soon as it is created and may only be used by the Supplier in order to meet Orders placed by Schneider Electric. If it is deposited in the Supplier's premises, this Equipment shall have an ownership plate in Schneider Electric's name affixed to it, and it shall be immediately returned to the latter in good working order, at its request. The Supplier is responsible for maintenance and routine repair work to the Equipment at its expense. It shall be the custodian of the Equipment, at its risk, and ensure that it is sufficiently covered by its own insurance policies.
- 14.2** If a loss occurs, the Supplier shall restore the Equipment to its original condition, at its own expense and as swiftly as possible, unless the Equipment is found to be unrepairable, in which case it shall compensate Schneider Electric for its fair market value, which may not be less than twenty-five percent (25%) of its replacement value.

**15. WARRANTY**

- 15.1** The Supplier warrants that the Supply will be free from any defect in design, performance, material, manufacturing or workmanship for a period of twenty-four (24) months commencing on the date of delivery or acceptance, where an acceptance procedure is required. Accordingly, if Schneider Electric or Schneider Electric's customer discovers a defect in or problem with the Supply, the Supplier undertakes to rectify, repair or replace the Supply, at Schneider Electric's option, in its environment at its expense (including any travel, dismantling/re-assembly expenses) so that the latter operates in full compliance with the provisions of the Order and the use for which it is intended in all respects.
- 15.2** If a claim is made under this warranty and the Supplier fails to correct the defect within a reasonable time, assessed with respect to the constraints faced by Schneider Electric or its own customer, Schneider Electric reserves the right to correct it directly or through a third party, acting in the place and stead of the Supplier and at the Supplier's own expense and risk.
- 15.3** Any service furnished and/or any item replaced/rectified/repared under this warranty will be covered by this warranty for a period of twenty-four (24) months on the terms and conditions set out above. This warranty covers all parts/services other than those treated as consumables, with a useful life of less than twenty-four (24) consecutive months.
- 15.4** The Supplier shall deliver all spare parts for ten (10) years as from delivery/acceptance of the Supply.

**16. INDEMNITY**

Supplier will indemnify, keep indemnified and hold Schneider Electric harmless in full and on demand from and against all liabilities (including any tax liability) direct, in direct and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis) judgments and costs (including costs of enforcement) and expenses which Schneider Electric incur or suffer directly or indirectly in any way whatsoever as a result of or in connection with a breach of, or a failure to perform or detect or delay in performance or negligent performance of, any of the Supplier's obligations under these GPTC or the Order, provided that this Article will not apply to any breach of, or failure to perform or defect or delay in performance or negligent performance of Article 23.

**17. INTELLECTUAL PROPERTY**

- 17.1** The Supply, including all deliverables, findings, inventions, know-how, software and intellectual works designed or developed as part of the services and all associated intellectual property rights ("Results"), ordered by Schneider Electric become the exclusive property of Schneider Electric in consideration for the payment of the agreed price.
- 17.2** Accordingly, the Supplier shall:
- (a) Assign to Schneider Electric, as and when created all of the Results and all of the corresponding intellectual/industrial property rights including, but not limited to:
    - (i) The right to use the Results in any place, for all purposes and for an unlimited number of users,
    - (ii) The right to reproduce as many copies of the Results as Schneider Electric deems fit, on any type of medium and using any means, now known or hereafter devised,
    - (iii) The right to display the Results, using any processes now known or hereafter devised and/or on any type of medium, free of charge or against payment,

- (iv) The right to adapt and/or modify all or part of the Results directly or using any third party of its choice, and
  - (v) The right to directly or indirectly sell and/or distribute all or part of the Results, free of charge or against payment, in any form, using means and on any type of medium.
- (b) Provide to Schneider Electric, on request, the source and object programs/codes for the software forming part of the Results and any associated documentation;
  - (c) Not file any application to register any industrial property rights in the Results and acknowledges that Schneider Electric is the only person authorised to take the necessary steps to establish and protect its rights in the Results. Accordingly, the Supplier undertakes to provide Schneider Electric with such assistance as it may require allowing it to protect and defend and exploit the Results;
  - (d) Not directly or indirectly exploit the Results, in any manner whatsoever, for any purpose other than the fulfilment of the Order.

**17.3** The rights assigned under this Article 17 are assigned worldwide, for the entire period of statutory protection afforded to the intellectual property rights in the Results, and in accordance with all relevant legislation and international agreements applicable in that respect.

**17.4** The Supplier shall hold Schneider Electric and all subsidiaries of Schneider Electric, harmless from and against any and all legal action taken by third parties based on (alleged or established) acts of infringement and/or claiming intellectual property rights in the Supply and/or Results delivered in fulfilment of the Order. If such action is taken against a Schneider Electric group company, the Supplier shall indemnify, keep indemnified and hold harmless Schneider Electric, Schneider Electric's customers, officers, employees, agents and sub-contractors in full and on demand from and against all liabilities (including tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including enforcement costs) and expenses which Schneider Electric, Schneider Electric's customers, officers, employees, agents or subcontractors incur or suffer directly or indirectly in any way whatsoever as a result of or in connection with that IPR Claim (including the defence and all settlement of such claim).

## **18. CONFIDENTIALITY**

**18.1** Any information (excluding any information that falls within the exclusions set out in Article 18.4, regardless of its nature or its support medium (whether written, oral, in electronic form or any other media), exchanged between the Parties, or to which either Party may have access in the context of the Order, shall be considered by the recipient Party (the "Recipient") as being strictly confidential and exclusively reserved for the purpose of performing the Order, to the exclusion of any and all other use ("Confidential Information").

**18.2** The Recipient will:

- (a) Keep the Confidential Information secret, safe and secure and will only disclose it in the manner and to the extent expressly permitted by these GPTC or the Order; and
- (b) Use the Confidential Information only to the extent necessary for the performance of its obligations under these GPTC or the Order.

**18.3** The Recipient may disclose Confidential Information:

- (a) To such of its officers and employees and, in Schneider Electric's case, agents and sub-contractors, who need access to that Confidential Information for the purpose of complying with its obligations under these GPTC; and

- (b) To the extent necessary in order to be able to refer a dispute for resolution in accordance with Article 28.

**18.4** The Recipient's obligations under this Article will not extend to Confidential Information which the Recipient can prove:

- (a) Has ceased to be secret without default on the Recipient's part;
- (b) Was already in the Recipient's possession prior to disclosure by or on behalf of the Party disclosing the Confidential Information (the "Discloser");
- (c) Has been received from a third party who did not acquire it in confidence and who is free to make it available to the Recipient without limitation;
- (d) Was independently developed by the Recipient without any breach of these GPTC; or
- (e) At the time of disclosure was in the public domain or subsequently enters into the public domain without default of the Recipient.

**18.5** The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Article by the Recipient. Accordingly, the Discloser will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this Article by the Recipient.

**18.6** Moreover, and unless it has Schneider Electric's express and prior agreement, the Supplier undertakes not to mention its business relationship with Schneider Electric to third parties, nor to exhibit the whole of or part of the Supply manufactured from technical documents or specifications owned by Schneider Electric.

## **19. INSURANCE**

**19.1** At Schneider Electric's request, and in any case within ten (10) days from Order acceptance, Supplier shall provide all certificates of insurance to be issued by its insurers, covering to a reasonable extent the risks associated with the fulfilment of the Order and, in all cases for a minimum insured amount of five million Euro (€5,000,000), and to obtain, at its own expense, any reasonable additional cover that Schneider Electric deems necessary based on the risks associated with the fulfilment of the Order.

## **20. TERMINATION**

**20.1** Schneider Electric may unilaterally and automatically terminate the Order without the Supplier being entitled to claim any indemnity whatsoever in this respect, in the following cases:

- (a) Fifteen (15) days after sending a formal notice of Supplier's breach of any of its obligations under the Order that remains unremedied.
- (b) With immediate effect in the event of:
  - (i) Court ordered, or out-of-court dissolution or liquidation of Supplier or, if Supplier is unable to pay its debts as and when they fall due,
  - (ii) An Event of Force Majeure, the consequences of which last for more than six (6) weeks,
  - (iii) The contractual delivery times being overrun, if such cause the maximum amount of penalties to be reached,
  - (iv) Rejection in accordance with the provisions of Article 9; and
  - (v) Breach of Article 23 in accordance with the provisions of Article 23.

**20.2** Following expiry or termination of the Order:



- (a) Any Articles which expressly or impliedly continue to have effect after expiry or termination of the Order will continue in force;
- (b) All other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry of termination.

## 21. EXPORT CONTROL

**21.1** Supplier acknowledges that it is fully aware of, and knowledgeable about, the export and re-export controls regulations, ordinances and laws in the jurisdiction from which the Supplies are exported or the Services are provided and agrees to obtain all necessary export and re-export permits or licenses at the Supplier's expense to ensure that Schneider Electric enjoys the full benefit under the relevant Order and these GPTC. Further, the Supplier shall supply Schneider Electric with the information regarding any applicable export controls rules and required permits or licenses for the Supplies to be shipped, in writing within three (3) working days from the receipt of Order. The Supplier shall also notify Schneider Electric in writing of any changes to such export and re-export controls regulations and/or permit or licensing requirements which may affect Schneider Electric's benefits under the Order. The Supplier undertakes to comply with all export and re-export controls regulations or rules in relation to the delivery of the Supplies and the provision of the Services and shall indemnify Schneider Electric against all liability, losses, damages, and expenses (including reasonable attorney's fees) resulting from the Supplier's non-compliance or violations of such export and re-export controls regulations.

## 22. ENVIRONMENTAL REGULATIONS

**22.1** The Supplier shall comply with the following principles:

- (a) The OECD's Guidelines on Sustainable Development, which may be consulted on the following website: <http://www.oecd.org/dac/sustainable-development-goals.htm>;
- (b) The rules defined in ISO 14001 standard; and
- (c) The energy performance of the Supply as it relates to ISO 50001.

**22.2** In order to ensure completely safe use of the Supply, Supplier:

- (a) Shall comply with all national legislation and regulations applicable at the place of manufacturing, transit or delivery as stated in the Order in force at the time of the Order or that come into force on or before the date of delivery of the Supply and EU provisions, in particular REACH (EC 1907/2006), RoHS (EU 2011/65), F-Gas (EU 517/2014), Ozone Depleting Substances (EC 1005/2009), their annexes, subsequent amendments and implementing legislation;
- (b) Ensures that Supply does not contain any of the hazardous substances exceeding the prescribed thresholds unless a valid exemption applies in the European Directive 2011/65/EU;
- (c) Comply with all the obligations concerning substances which are restricted and/or banned in the European Union and, those listed in the REACH Regulation (EC 1907/2006) and resulting amendments;
- (d) 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.



- 22.3** Within forty-five (45) days of receipt of a request from Schneider Electric, which includes a list of substances, Supplier shall advise Schneider Electric of the presence of such substances in its Supply based on the effective lists of restricted substances.
- 22.4** At Schneider Electric's request, Supplier shall provide Schneider Electric with all supporting documents required during the legal timeframe for retaining documents.
- 22.5** As regards the disposal and treatment of waste electrical and electronic equipment and end-of-life batteries and accumulators and the financing thereof, the Supplier undertakes to inform Schneider Electric of the obligations arising under EU legislation and regulations (Directives 2012/19/EU, 2006/66/EC and 2013/56/EU in particular and their implementing legislation) and the legislation and regulations applicable in the country of delivery on the date of purchase and any known developments occurring on or before the date of delivery.
- 22.6** The Supplier undertakes to inform Schneider Electric of any Conflict Mineral substances found in its products and their country of origin, in accordance with the requirements of the US Dodd-Frank Act of 2010 and/or any other legislation with the same purpose.
- 22.7** The Supplier will indemnify, keep indemnified and hold Schneider Electric harmless on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which Schneider Electric incurs or suffers directly or indirectly in any whatsoever as a result of Supplier's failure to comply with any of the provisions of this Article 22.
- 22.8** Should the Supplier decide to change the composition of the Supply, it shall advise Schneider Electric thereof at least nine (9) months prior to the date such change becomes effective.
- 23. ANTI-BRIBERY, CORRUPTION AND CYBER-SECURITY**
- 23.1** Supplier acknowledges that Schneider Electric is committed to eliminating all risk of bribery and corruption, influence peddling, money laundering and tax evasion or the facilitation thereof in its business activities. The Supplier must immediately notify Schneider Electric of any suspected, or known, breaches of any applicable laws which prohibit the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or advisor of such person including but not limited to the French "Sapin II" Law, the United States' Foreign Corrupt Practices Act, and the United Kingdom Bribery Act or which prohibit money laundering, tax evasion or the facilitation thereof ("Anti-Corruption Law"). The Supplier may raise this alert through their point of contact or through the Green Line: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.
- 23.2** None of the Supplier's employees, beneficial owners, shareholders, or any other person who is involved in or will benefit from the performance of the Order or has an interest in the Supplier:
- (a) Is a civil servant, public or governmental official;
  - (b) Is an official or employee of or one of its affiliates; or
  - (c) Has been convicted of, or Supplier otherwise been subjected to any administrative sanction or penalty for, any offence involving fraud, bribery, corruption, influence-peddling, money laundering, or any other criminal offence involving dishonesty as an element. Supplier will immediately notify Schneider Electric if any such individuals are the subject of any investigation into any such offenses.
- 23.3** The Supplier undertakes and covenants to Schneider Electric that it shall not, alone or in conjunction with any other person, directly or indirectly, offer, pay, give, promise Schneider Electric to pay or give, or authorize the

payment or giving of any money, gift, undue advantage, or anything of value to any employee, official or authorized representatives of Schneider Electric.

**23.4** Supplier agrees to follow the following Schneider Electric Cyber Security Guidelines and ISO/IEC 27001 standards and is subject to Schneider Electric, Schneider Electric's customers or designated third party auditing Supplier to these compliance requirements: [https://www.se.com/ww/en/download/document/Cyber\\_Security\\_Guidelines\\_2017/](https://www.se.com/ww/en/download/document/Cyber_Security_Guidelines_2017/)

**23.5** Supplier shall comply with the ethics and anti-bribery/corruption policies implemented and monitored by Schneider Electric, as referred to in the Principles of responsibility, which can be located at [https://www.se.com/ie/en/download/document/principles\\_of\\_responsibility](https://www.se.com/ie/en/download/document/principles_of_responsibility) and in the Supplier Code of Conduct, which can be located at <https://www.se.com/ww/en/download/document/Supplier-code-of-conduct/>.

**23.6** If the Supplier fails to fulfil any obligation described above, Schneider Electric may terminate the Order without any need for any other formality, fifteen (15) calendar days after formal notice with which the Supplier fails to comply.

#### **24. DATA PROTECTION**

Each Party shall comply at all times with its respective obligations under the provisions of the applicable data protection legislation and shall not perform its obligations under these GPTC in such a way as to cause the other to breach any of its applicable obligations under applicable data protection legislation.

#### **25. CHANGES TO SUPPLY**

The Supplier shall inform Schneider Electric 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' 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 Schneider Electric in writing nine (9) months prior to the marketing end date or the date scheduled for the implementation of any major change. Schneider Electric reserves the right to refuse any major change. All major changes remain under the full responsibility of the Supplier. The Supplier shall repay to Schneider Electric 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.

#### **26. AUDIT**

**26.1** Schneider Electric reserves the right to conduct, directly or through any representative duly authorised by Schneider Electric, any inspection of the Supplies, including at the premises of the Supplier or its main subcontractors, provided that Schneider Electric gives reasonable prior notice and conducts the inspection during the normal opening times of the Supplier/those sub-contractors (or at any time in the event of an emergency), in order to:

- (a) Examine the Supplier's procurement records;
- (b) Inspect, in any manner, the works and/or services making up the Supply, in the process of being made;
- (c) Inspect, in any manner, the quality, manufacturing and test data for the Supply; and

- (d) Inspect, in any manner, the Supplier's actual compliance with its undertakings under the Order these GPTC.

**26.2** If the Supplier fails to fulfil any obligations described above, Schneider Electric may terminate the Order without any need for any other formality, fifteen (15) calendar days after formal notice with which the Supplier fails to comply.

## **27. GENERAL**

**27.1** The Order constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter.

**27.2** Nothing in these GPTC will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

**27.3** A delay in exercising or failure to exercise a right or remedy under or in connection with the Order will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial, exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

**27.4** If any of these GPTC is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these GPTC and this will not affect the remainder of these GPTC which will continue in full force and effect.

**27.5** No variation of these GPTC shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

**27.6** Nothing in these GPTC and no action taken by the Parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the Parties or give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

**27.7** Each Party agrees that it is an independent contractor and is entering into these GPTC as principal and not as agent for or for the benefit of any other person.

**27.8** Schneider Electric's customers, officers, employees, agents and sub-contractors will be entitled to enforce Article 16.

**27.9** The Parties may vary or rescind the Order without the consent of their customers, officers, employees, agents or sub-contractors.

**27.10** Save as provided in Article 27.8, the Parties do not intend that any terms of these GPTC will be enforceable by any person other than a Party to the agreement.

**27.11** Schneider Electric's rights and remedies set out in these GPTC are in addition to and not exclusive of any rights and remedies provided by law.

**27.12** Any notice or other communication given under or in connection with these GPTC will be in writing and:

- (a) Sent by pre-paid first-class post to the relevant Party's registered address; or
- (b) Delivered to or left at (but not, in either case, by post) the relevant Party's registered address.

- 27.13** Any notice or communication given in accordance with Article 27.12 will be deemed to have been served:
- (a) If given as set out in Article 27.12(a) at 9:00 am on the second business day after the date of posting;  
and
  - (b) If given as set out in Article 27.12(b), at the time the notice or communication is delivered to or left at that Party's address.
- 27.14** To provide service of a notice or communication it will be sufficient to provide that the provisions of Article 27.12 were complied with.
- 28. GOVERNING LAW**
- 28.1** The Order between Schneider Electric and Supplier is governed by the laws of England to the exclusion of its conflict in laws provision and of the 1980 Vienna Convention on the International Sale of Goods.
- 28.2** Any dispute arising from this Order which is unable to be settled out of court, shall be subject to the exclusive jurisdiction of the Courts of England, even in the event of summary proceedings, the introduction of third parties or multiple defendants.