1. PURPOSE

1.1 Unless otherwise expressly agreed in writing, all Products, Services and Projects are supplied on the following terms and conditions which shall include:

(a) The proposal or quote (“Quotation”) provided by Schneider Electric;
(b) These Terms and Conditions;
(c) Each Order submitted by the Customer and accepted by Schneider Electric.

1.2 For the purposes of these terms a reference to “Agreement” shall mean the above documents in Articles 1.1(a) to (c).

1.3 If there is any conflict or inconsistency between the above documents, the documents will rank in order of precedence with the order in which they are listed in Article 1.1 above.

1.4 Each Order issued by the Customer and accepted by Schneider Electric will be accepted on the basis of these Terms and Conditions, to the exclusion of all other terms including any terms and conditions referenced or set forth on the face or reverse side of any Order or other document presented by the Customer. Any acknowledgement or other form of acceptance by Schneider Electric of an Order shall mean the power or authority to, through ownership or voting securities, by control or otherwise, direct the management and policies of the company or entity.

1.5 No amendment to the Agreement is valid or binding unless made in writing and signed by both Parties’ authorised representatives.

2. DEFINITIONS

2.1 For the purpose of these Terms and Conditions, capitalised terms shall have the meanings ascribed to them as follows, unless the context would obviously require otherwise:

Acceptance Tests means acceptance testing based on agreed objective criteria between the Parties, or factory acceptance testing based on Schneider Electric standard procedure.

Affiliate means any company or entity in which a Party or its parent company or companies now or later owns or controls, directly or indirectly, 50% or more of the voting stock or otherwise controls or is under common control with such company or entity; and “control” as used in this Agreement shall mean the power or authority to, through ownership or voting securities, by contract or otherwise, direct the management and policies of the company or entity.

Anti-Corruption Law means any applicable laws or regulations that prevent or prohibit acts of conferring of any kind of monetary and non-monetary gift, payment, gratification or other benefit on any person with the intention to bribe, corrupt, secure benefit or solicit favours from that person, including but not limited to: (i) the French “Sapin II” Law 2016; (ii) the Foreign Corrupt Practices Act 1977; (iii) the United Kingdom Bribery Act 2010.

3. PROHIBITION OF BRIEFING

3.1 In order to comply with the French “Sapin II” Law 2016; (ii) the Foreign Corrupt Practices Act 1977; (iii) the United Kingdom Bribery Act 2010.

4. ACCEPTANCE TESTING

4.1 Schneider Electric will conduct acceptance testing based on Schneider Electric acceptance criteria for any party and signed by both Parties’ representatives.

5. EFFECT OF AMENDMENT

5.1 No amendment to these Terms and Conditions will be accepted on the basis of these Terms and Conditions, unless explicitly accepted by Schneider Electric in writing.

6. CONFIDENTIALITY

6.1 The Customer agrees to keep confidential any information acquired from Schneider Electric.

7. TERMINATION

7.1 Schneider Electric will be entitled to terminate this Agreement if the Customer fails to comply with any of its obligations under this Agreement.

8. TAXES AND DUTIES

8.1 Schneider Electric will deduct taxes and duties from the price of any Products, Services or Projects supplied to the Customer.

9. LIMITATION OF LIABILITY

9.1 Schneider Electric’s liability for any breach of contract is limited to the price paid by the Customer for the Products, Services or Projects supplied.

10. FORCE MAJEURE

10.1 Neither Party shall be liable for any failure or delay in performance of any of its obligations under this Agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion, strikes, lockouts, or governmental actions.

11. NOTICE

11.1 Any notice or communication required or permitted to be given under this Agreement shall be in writing and delivered by hand, or sent by pre-paid first-class or airmail post, or facsimile, or by electronic mail to the addresses or the facsimile or email addresses specified in this Agreement.

12. ENTIRE AGREEMENT

12.1 These Terms and Conditions constitute the entire agreement between the Parties and supersede all previous oral or written agreements, understandings and communications between the Parties relating to the subject matter of this Agreement.

13. DISPUTES

13.1 Any dispute arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the rules of the International Chamber of Commerce.

14. EXPENDITURE

14.1 The price paid by the Customer for any Products, Services or Projects supplied shall be exclusive of any taxes or duties which might be payable.

15. SEVERANCE

15.1 If any provision of this Agreement is found by any court or other authority to be invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

16. GOVERNING LAW

16.1 This Agreement shall be governed by and construed in accordance with the laws of the country specified in this Agreement.

17. ENTITLEMENT

17.1 Schneider Electric’s entitlement to any payment under this Agreement shall not be prejudiced by any set-off or counterclaim by the Customer.

18. ASSIGNMENT

18.1 The Customer may not assign or otherwise transfer all or any part of this Agreement without the prior written consent of Schneider Electric.

19. AMENDMENTS

19.1 Any amendments to this Agreement must be made in writing and signed by a duly authorised representative of each Party.

20. EXECUTION

20.1 This Agreement is executed in triplicate, with one copy for each Party and one copy for the purposes of record-keeping.

21. GTM

21.1 Schneider Electric’s compliance with the terms of GTM is subject to the Customer’s compliance with the terms of GTM.

22. PERFORMANCE

22.1 Schneider Electric’s performance of its obligations under this Agreement is subject to the availability of resources and other factors beyond its control.
2010; (iv) any legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the UN Convention Against Corruption, and in addition the relevant anti-corruption laws of the Country.

Applicable Data Privacy Law means the applicable personal data protection and data privacy laws in the Country.

Background IP means the Intellectual Property Rights owned by a Party which are in existence at the date of this Agreement or have come into existence after the date of the Agreement otherwise than in connection with this Agreement.

Confidential Information means any information or data disclosed by the Discloser to the Recipient pursuant to this Agreement, either in writing, electronically, orally or visually, subject to the conditions set forth hereafter, and including without limitation any written or printed documents, samples, models, information, plans, designs, concepts, protocols, and certain other information which may include, but is not limited to, techniques, methods, processes, procedures, “know-how”, trade secrets, materials, prototypes, samples, tangible things, technical, financial or business information, terms and conditions of any pending or existing agreements between the Parties or any means of disclosing such Confidential Information that the Discloser may elect to use for the duration of this Agreement. Confidential Information so received by the Recipient from an affiliate of the Discloser shall be considered as Confidential Information and be subject to the confidentiality obligations of this Agreement.

Country means Singapore.

Customer means the Party who has purchased Products, Services, Software and Projects from Schneider Electric under the Agreement, and to whom Schneider Electric will supply the Products, Services, Software and Projects and seek payment from in accordance with the Agreement.

Cyber Threat means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer’s Systems (as defined in Article 13) 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.

Delivery Point has the meaning as set out in Article 4.2 of these Terms and Conditions.

Discloser means the Party, its Affiliate or authorised third party, that discloses Confidential Information to the Recipient.

Energy Consulting Services means Services that support Customers in managing financial risks when purchasing energy and energy consumption and/or energy efficiency.

эсэрэг хууль, (iii) 2010 оны Нэгдсэн вант улсын хувьсны мэдээллийн хамгаалалт ба мэдээллүүлэн нууцлалын хуульд гэдэг нь үйхийг хүлээн авах, (iv) Эдийн засгийн хамтын ажиллагаагаа хэвээжийн байгууллагын гадаадын нийтийн албаны ажиллууны бүрэлдэхийн уйл ажиллагаагаа дахь аливаатай тэмцээнд конвенц эсхүл НҮБ-ын ажиллын эсэрэг конвенцийн хэрэгцээл нууцлалын тогтоомж, мөн тухай хувьсны ажиллын эсэр эхлэл нууцлалын тогтоомж.

Холбогдох мэдээлэлний нууцлалын тухай хууль гэдэг нь тэдийн ажиллагааны хувьсны мэдээллүүлэн хамгаалалт ба мэдээллүүлэн нууцлалын хуультай илэрхийлнэ.

Оюуны өмч гэдэг нь унагуу Үгээний байгуулсан ордог ажиллагааны төгөлдөр үйлчлүүлэгчийг баярав эхэлсэн нууц Үгээний байгуулсан ордог ажиллагааны төгөлдөр, хэн нэвтрэх үйлчлүүлэгчийг баярав эхэлсэн нууц Үгээний байгуулсан ордог ажиллагааны төгөлдөр.
Feedback has the meaning as set out in Article 13.3(a) of these Terms and Conditions.

Fixed Price means the fixed lump sum amount quoted by Schneider Electric for the supply of specified Products, Services, Software and Projects.

Force Majeure has the meaning as set out in Article 23.2 of these Terms and Conditions.

Indirect Tax means the applicable and prevailing goods and services tax ("GST"), value added tax ("VAT"), sales tax and/or services tax ("SST") levied on any value of Products, Services, Software and Projects deemed to be a taxable supply where such Products, Services, Software and Projects are supplied and/or performed, the amount of which is to be paid by the Customer when invoiced by Schneider Electric, in accordance with local applicable tax laws and regulations.

Foreground IP means all Intellectual Property Rights (present or future) created, discovered, generated or have come into existence as a result of, for the purpose of, or in connection with the Products, Services and/or Projects, that either Schneider Electric or its third party supplier develops (regardless of whether based on the Intellectual Property Rights Schneider Electric provides to its third party supplier or otherwise) during the course of the performance of the Agreement.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, rule or subordinate legislation and includes a modification or re-enactment of it.

Order means the purchase order document issued by the Customer to and accepted by Schneider Electric for the purchase of Products, Services, Software and Projects for a fee, in accordance with Article 1.3 of these Terms and Conditions.

Party means either Schneider Electric or the Customer.

Patch means an Update that fixes a vulnerability in Software.

Personal Data means any personal information or
Price means the aggregate amount payable by the Customer to Schneider Electric in relation to the Products, Services, Software and Projects, as specified in the Agreement.


Product means any hardware, equipment, material, accessory or other commodity, to be sold, provided or supplied by Schneider Electric to the Customer under the Agreement, including Software.

Project means any Product or combination of Products and Services, with or without Software, that needs to be specifically adapted in order to meet the Specifications and/or which is installed by Schneider Electric and/or for which any activation support services are sold with the Product, or any set of Products, with or without Software, requiring a specific study in order to ensure consistency.

Project Deliverable means the Products, Services, Software and/or any other deliverable required to be developed or integrated by Schneider Electric pursuant to a particular Project in accordance with agreed Specifications.

Quotation means the written proposal or quotation that contains, amongst other things, the Price and list of Specifications.

Recipient means the Party or its Affiliate that receives Confidential Information from the Discloser.

Schneider Electric means the Schneider Electric entity that has issued a Quotation and is a Party to the Agreement supplying Products, Services, Software and Projects to the Customer for a fee.

Schneider Electric’s Code of Conduct means the code of conduct adopted by Schneider Electric, as may be updated from time to time or be called by other names, published on the Schneider Electric website and accessible using the following link: https://www.se.com/ww/en/download/document/SchneiderElectric_TrustCharter/

Schneider Electric’s Reporting Hotline means the Schneider Electric global helpline and professional alert
Security Program has the meaning as set out in Article 13.2(a) of these Terms and Conditions.

Service means any service that Schneider Electric agrees to perform at a certain Price for the Customer under the Agreement.

Site means the agreed location or site where the Products are to be delivered and/or installed, where the Services are to be performed or where the Project is to be implemented as specified in the Agreement.

Software means any computer software program, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding third party software, their related instructions manuals and documentation, for which Schneider Electric grants Customer a license under an Agreement.

Software Documentation means the printed material, instruction manuals, specification and related documentation supplied together with the Software.

Specifications means the drawings, technical specifications and/or plans provided by the Customer in the frame of a Project as specified in the Agreement, or as otherwise agreed by the Parties in accordance with Article 24 of the Addendum for the Supply of Projects.

Terms and Conditions means these terms and conditions of sale.

Third Party Products mean products and software supplied by a third-party supplier, licensed to be sold by Schneider Electric to any customer. If Third Party Products are supplied by Schneider Electric under this Agreement, notwithstanding anything to the contrary, such supply is made on a “pass-through” basis only and is subject to the terms and conditions of the third-party supplier, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto. Third Party Products quoted to the Customer are subject to price changes imposed by third party suppliers between the date of Agreement encompassing such Third Party Products and the date of Schneider Electric’s invoice related to that Third Party Product.
Timetable means the document setting out the agreed dates at which the Products, Services, Software and Projects are to be supplied, as specified in the Agreement, or as otherwise agreed in writing between the Parties in accordance with Article 25 of the Addendum for the Supply of Projects.

Time and Material means Services supplied in accordance with the Agreement where (i) all labour time utilized and (ii) expenses incurred are payable by the Customer at the Prices set out in Schneider Electric’s schedule of rates and (iii) all products supplied are payable by the Customer in accordance with Schneider Electric’s price list, unless indicated otherwise by Schneider Electric in writing.

Update means any software that contains a correction of errors in Software and/or minor enhancements or improvements for Software, but does not contain significant new features.

Use has the meaning as set out in Article 6.2 of these Terms and Conditions.

Variation has the meaning as set out in Article 26.1 of the Addendum for the Supply of Projects.

Warranty Period has the meaning as set out in Article 10.2 of these Terms and Conditions.

3. QUOTATION AND ORDERING

3.1 Any Quotation provided by Schneider Electric is subject to the Products, Services, Software and Projects being available at such time when the Customer places an Order.

3.2 Unless indicated otherwise by Schneider Electric in writing, all Prices referred to in any Quotation are based on the quantity of Products, Services, Software, Projects and delivery timetable described in the Quotation, which will only be valid for thirty (30) days from the date of the Quotation. In the event the Customer changes the time required for delivery or the volume or scope of Products, Services, Software and Projects required or places an Order more than thirty (30) days after the Quotation is submitted, Schneider Electric reserves the right to vary its Price or to reject the Order.

3.3 Unless otherwise indicated in an Order or Quotation in writing, an Order will not be considered binding on Schneider Electric or come into force until Schneider Electric has issued a written acknowledgement for the Order or has received from the Customer a cash deposit or a bank guarantee or other security acceptable to Schneider Electric for 10% of the Price as set out in the Order.

3.4 Schneider Electric reserves the right to make any changes to the Products at any time, in particular changes to the layout, shape, color, size or materials of the Products represented and described, including their specifications, in its catalogues and brochures.

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4. DELIVERY, STORAGE, RISK AND TITLE
4.1 Schneider Electric agrees to supply the Products, Services, Software and Projects in accordance with the terms of the Agreement and in consideration of payment of the Price by the Customer.
4.2 Unless specified otherwise, it will be presumed that delivery of:
(a) Products manufactured in Country will occur Ex-Works (ICC Incoterms 2020) at the place of manufacture;
(b) Products which are manufactured outside Country will occur FCA (ICC Incoterms 2020) at a facility/warehouse of Schneider Electric’s choosing;
(c) Software supplied via physical media will occur FCA (ICC Incoterms 2020) at a facility/warehouse of Schneider Electric’s choosing;
(d) Software supplied electronically will occur when Schneider Electric has made available the Software through any carriage service or network (hereinafter the “Delivery Point”).
4.3 Schneider Electric will deliver the Products to the Delivery Point, in accordance with the provisions of the ICC Incoterms 2020 in force on the date of the order. Risk of any loss or damage to the Products passes to the Customer upon delivery to the Customer at the Delivery Point.
4.4 Title in the Products (excluding Software) does not pass to the Customer until the Customer has made payment in full for the Products and, further, until the Customer has made payment in full of all monies owing by the Customer to Schneider Electric (whether in respect of monies payable under a specific contract or on any other account whatsoever). Whilst the Customer has not paid for the Products supplied in full at any time, the Customer agrees that property and title in the Products will not pass to the Customer and Schneider Electric retains the legal and equitable title in those Products supplied and not yet sold. Title to Software shall remain at all times with Schneider Electric.
4.5 If the Products are transformed or incorporated into other goods, Schneider Electric shall have a lien on the transformed Products or the goods in which they have been incorporated until Schneider Electric’s receipt of the full payment of the Price. The Customer undertakes to confirm the existence of this retention of title to third parties to whom it may sell the Products in their original condition or incorporated in other goods.
4.6 Should Products be returned, under this Article 4, any down payment received by Schneider Electric will vest in Schneider Electric, without prejudice to any damages which Schneider Electric may claim.
4.7 Schneider Electric’s rights contained in this Article 4 will survive expiry or termination of the Agreement however arising.
4.8 The Prices set out in the Quotation include ordinary packaging in accordance with Schneider Electric’s

4. HYRGЭЛТ, ХАДГАЛАЛТ, ЭРСДЭЛ, ЭЗЭМШИХ ЭРХ
4.1 Schneider Electric нь энэхүү Гэрээн Гэрээн нөгөө нөгөө дагуу, УЙЛЧЛУУЛГАЙ ХАЯСАН ТӨЛБӨРХӨӨС ЭХМЭЭР ХАМАРАН БҮТЭЭГДХҮҮН, УЙЛЧЛУУЛГАЙ, Програм, ТӨСЛІЙГ ХАНГАН НИЙЛҮҮЛӨОХИГ ЗЕВШӨӨРЧ БАЙНА.
4.2 Гэрээнд өөрөөр өгөгдөг төхөөлдөл дараах хөлдөөгүйдийн хөлөгөн хөлөгөн. Уүнд:
(a) Нэр бүхий улс нөгөө нөгөө Гэрээн Гэрээн нөгөө нөгөө дагуу, УЙЛЧЛУУЛГАЙ ХАЯСАН ТӨЛБӨРХӨӨС ЭХМЭЭР ХАМАРАН БҮТЭЭГДХҮҮН, УЙЛЧЛУУЛГАЙ, Програм, ТӨСЛІЙГ ХАНГАН НИЙЛҮҮЛӨОХИГ ЗЕВШӨӨРЧ БАЙНА.
(b) Нэр бүхий улс нөгөө нөгөө дагуу, УЙЛЧЛУУЛГАЙ ХАЯСАН ТӨЛБӨРХӨӨС ЭХМЭЭР ХАМАРАН БҮТЭЭГДХҮҮН, УЙЛЧЛУУЛГАЙ, Програм, ТӨСЛІЙГ ХАНГАН НИЙЛҮҮЛӨОХИГ ЗЕВШӨӨРЧ БАЙНА.
(c) Биет хөлбөрөөр хөлөгөн нөгөө нөгөө Гэрээн Гэрээн нөгөө нөгөө дагуу, УЙЛЧЛУУЛГАЙ ХАЯСАН ТӨЛБӨРХӨӨС ЭХМЭЭР ХАМАРАН БҮТЭЭГДХҮҮН, УЙЛЧЛУУЛГАЙ, Програм, ТӨСЛІЙГ ХАНГАН НИЙЛҮҮЛӨОХИГ ЗЕВШӨӨРЧ БАЙНА.
(d) "ХҮРГЭЛТИЙН ЦАГ" гэж нэрлэнэ.
5. PROVISION OF SERVICES

5.1 Schneider Electric will provide suitably qualified, experienced and competent personnel to carry out the Services and related tasks in accordance with these Terms and Conditions and any Specifications in a professional manner with due skill and care. Schneider Electric will follow all reasonable directions provided by the Customer when delivering the Services which are necessary and incidental to the performance of the Services under this Agreement.

5.3 Schneider Electric will ensure the Services are provided in accordance with all applicable laws and regulations and general industry practice.

5.4 If an Agreement indicates that Schneider Electric is to perform Services at the Site, then:

(a) The Customer will at its cost prepare the Site and provide Schneider Electric with reasonable access to the Site and other associated necessary facilities to allow Schneider Electric to perform its obligations under this Agreement;

(b) The Customer will also ensure that Schneider Electric’s representatives attending the Site receive (where appropriate) all necessary safety site induction and personal protection equipment;

(c) At the Customer’s cost, in a timely manner and so as to avoid any delay to Schneider Electric, provide all information, approvals, permits, authorizations, licenses, customs clearances, instructions, materials, civil works, reports, drawings, geotechnical and survey information, access and other things which may be required in relation to the performance of Schneider Electric’s obligations and which are not expressly stated to be the Customer’s responsibility.

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be Schneider Electric’s responsibility;

(d) The Customer shall provide to Schneider Electric any approval or comment with respect to drawings submitted by Schneider Electric to the Customer within five (5) days from the date of the submission by Schneider Electric of such drawings unless some other time is provided for in the Agreement;

(e) If Schneider Electric considers the information, documents and other particulars made available to Schneider Electric by the Customer are not sufficient to enable Schneider Electric to provide the Services in accordance with the Agreement and the provision of which is not reasonably to be considered within the responsibility of Schneider Electric under the Agreement, Schneider Electric may advise the Customer who shall then provide such further assistance, information or other particulars as necessary in the circumstances or as requested by Schneider Electric as the case may be.

5.5 If the Customer is ordering Energy Consulting Services, the following additional conditions will apply:

(a) The Customer shall make all necessary information regarding electrical utilities (“Utility Information”) available to Schneider Electric within fourteen (14) days of the request. Schneider Electric reserves the right to alter its Price if there is a material change between the information which it has based its Price on and the information provided by the Customer pursuant to this Article;

(b) The Customer acknowledges that Schneider Electric is acting as its agent to analyze and interpret the Utility Information that it provides for the purposes of providing the Energy Consulting Services;

(c) The Customer warrants that in providing such Utility Information it is not breaching the terms of any contract it has with the Utility Provider or any other third party for the Energy Consulting Services;

(d) The Customer warrants that it is the owner or lessee of the premises the subject of the Utility Information.

5.6 If Schneider Electric is providing Services which are cloud-based and hosted by Schneider Electric, then the following terms and conditions will apply in addition to any terms and conditions of use which the Customer may be required to agree to when accessing such cloud-based Services:

(a) Any Personal Information will be collected and used in accordance with the terms of Schneider Electric’s Privacy and Data Protection Policy and the terms set out in Article 20.1. By accessing the Services, the Customer signifies its consent to the collection and use of the Personal Data in accordance with Schneider Electric’s Privacy and Data Protection Policy including receiving marketing communications and agreeing to the Personal Data being used in accordance with Schneider Electric’s Privacy and Data Protection Policy;

(b) The Customer represents and warrants that if any

geotechnical, transportation, security, environmental, legislation and administrative issues that may be required to agree to when accessing such cloud-based Services:

(a) The Customer shall provide to Schneider Electric any approval or comment with respect to drawings submitted by Schneider Electric to the Customer within five (5) days from the date of the submission by Schneider Electric of such drawings unless some other time is provided for in the Agreement;

(e) If Schneider Electric considers the information, documents and other particulars made available to Schneider Electric by the Customer are not sufficient to enable Schneider Electric to provide the Services in accordance with the Agreement and the provision of which is not reasonably to be considered within the responsibility of Schneider Electric under the Agreement, Schneider Electric may advise the Customer who shall then provide such further assistance, information or other particulars as necessary in the circumstances or as requested by Schneider Electric as the case may be.

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(b) The Customer acknowledges that Schneider Electric is acting as its agent to analyze and interpret the Utility Information that it provides for the purposes of providing the Energy Consulting Services;

(c) The Customer warrants that in providing such Utility Information it is not breaching the terms of any contract it has with the Utility Provider or any other third party for the Energy Consulting Services;

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(e) If Schneider Electric considers the information, documents and other particulars made available to Schneider Electric by the Customer are not sufficient to enable Schneider Electric to provide the Services in accordance with the Agreement and the provision of which is not reasonably to be considered within the responsibility of Schneider Electric under the Agreement, Schneider Electric may advise the Customer who shall then provide such further assistance, information or other particulars as necessary in the circumstances or as requested by Schneider Electric as the case may be.

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(b) The Customer represents and warrants that if any...
data provided by it includes other parties' Personal Information that they have obtained all
the necessary consents to disclose such Personal
Information to Schneider Electric in accordance
with these Terms and Conditions and the Applicable
Data Privacy Law.

6. SOFTWARE LICENCE
6.1 If Schneider Electric has agreed to provide Software,
the terms and conditions of the Software license is set
forth in Schneider Electric's end-user license
agreement ("EULA") applicable to the particular
Software at the time of delivery shall apply and prevail
over any contradictory terms contained in the
Agreement. In the absence of such EULA, the Software
license terms and contained in this Article 6 shall govern
the licensing of the Software.

6.2 All modifications, enhancements, developments,
additions or interfaces with other computer programs
made by Schneider Electric, alone or jointly with
Customer, in the course of the performance of an
Agreement shall be subject to all rights and limitations set forth
in Schneider Electric's standard license agreement for
such Software applicable at the time of delivery or, by
default in the absence of a separate end-user license
agreement, the Software license terms and contained in this Article 6 shall govern
the licensing of the Software.

6.3 For all other Software which is not supplied with a
EULA, Schneider Electric grants the Customer a non-
exclusive, non-transferable license to "Use", in object
code form, the version or release of the Schneider
Software described in the Agreement. For the purposes
of this Article, "Use" means to install, store, load,
execute and display one copy of the Software on one
device at a time for the Customer's internal business
purposes.

6.4 The Customer’s Use of such Software is subject to the
following restrictions:
(a) The Customer may not exceed the number of
users, or client access licenses that are paid for
by the Customer and noted on the Quote or
Agreement;
(b) The Customer may not copy the Software onto
any other media (other than making one (1)
backup copy of the Software and a reasonable
limited number of the user manuals related to the
Software);
(c) The Customer may only use the Software for its
internal business processes and shall not use it
for the benefit of any third-party or for any other
business purpose;
(d) The Customer acknowledges that such Software
is confidential and shall not make it available to

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хамааруулах зэрэгцэн

6.3 Эцсийн хэрэглэгчтэй байгуулагчей Schneider Electric-н
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any third-parties and shall only disclose to those of its employees that need to use it for the purposes of its internal business who have agreed to comply with the terms of this Article 6;

(e) The Customer may not decompile, disassemble, reverse assemble, reverse engineer, translate or emulate the Software;

(f) Unless otherwise agreed, the Customer may transfer the Software from one computer to another (which may be operated by a third party) provided it is not used on more than one computer at a time. The Customer shall not sublicense, assign or transfer the Software without the prior written consent of Schneider Electric;

(g) Unless specifically agreed otherwise in writing by Schneider Electric, the license of the Software does not include any right to any updated versions or upgrades of the Software;

(h) Unless specifically agreed otherwise in writing by Schneider Electric, the license of the Software does not include any support services or associated services.

(i) Schneider Electric reserves all rights to correct the Software.

Schneider Electric’s Software licensed to Customer may contain components that are owned by third parties. The third-party owner shall retain exclusive right to its firmware and software. Use of such third-party components may be subject to restrictions contained in the third party’s end-user license agreement in addition to the conditions set forth herein. Schneider Electric shall make available to Customer on request the third party’s end-user license agreement applicable. Copyright and other proprietary rights notices of Schneider Electric and third-parties are contained in the Software and Customer must not modify, delete or obfuscate such notices;

(k) Customer shall maintain complete and accurate records documenting the location and use of the licensed Software in Customer’s possession. No later than thirty (30) days of receipt of Schneider Electric’s written request, Customer must provide Schneider Electric with a signed certification of compliance with the Software licensing conditions. Schneider Electric has the right to conduct an audit of Customer’s use of the Software. Any such audit shall be conducted during regular business hours at Customer’s facilities. If an audit reveals any underpayment of license fees, Customer shall be invoiced for additional license fees consistent with Schneider Electric’s then current price list for the Software, without any discount being applicable in that instance. Customer shall then immediately pay the invoiced amount together with interest at a rate of one and one-half percent (1.5%) per month or partial month during which such amount was due and unpaid. The assessment of additional license fees is without prejudice to Schneider Electric’s other remedies under this Agreement.

6.5 For non-Schneider Electric Software, the third-party

заасан үндсэнлэл бүгүүн хэлбэртэй, асарчий өгөх нь ёсгүй хувийн хувилбал ёсгүй;

(c) Уйлчлүүлэгч нь програм хангахын зөвөө төрөлд бүтээв бүрэн дүүгээр бизнесийн зөвөөрөгөө ашиглалт ба аливаа гуравдагча тусын түлд эсхүл аливаа бусад бизнесийн зөвөөрөгөө ашиглалт ёсгүй;

(d) Уйлчлүүлэгч нь тухайн програм хангахыг нь нууцаалд хамаарах бөгөөд гуравдагч талд түүний ашигааг боломж олгохыг, зөвөөг зээлэн 6 дахь заалтын дунд шинэчуудийг хүлээн зөвөөрөөрөө хөгжүүлэхээ дагднагүй хүлээн зөвөөрөөр байна 6;

(e) Уйлчлүүлэгч нь програм хангахын зөвөө, задлахаа, буцаанаа нэгтгэх, урвуу инжинирын хичээл, орчуулах, дуурилах ёсгүй;

(f) Фөөрөөөөх харилцаан тохиролцоогоо тохиолдолд Уйлчлүүлэгч нь програм хангахыг нь удаадаа нэцээс компютерт ашиглалаа бол нь компютерспор нөөц компьютер туула (гуравдагч талын ашигааг байгаа компьютер байх болно) шилжүүлэлт сүрлээгээр болно. Уйлчлүүлэгч нь Schneider Electric-ийн зөвлөс бичгээр үрдчилан есөн зөв өнгөрөлтөөгөө програм хангахын давхар ашиглалттой, эрх шилжүүлэх, дамжуулахын өрөөнө;

(g) Schneider Electric-ийн зөвлөс бичгээр тусгийлан фөөрөөөөх зөв өнгөрөлгөө тохиолдолд програм хангахын ашигааг зөвөөрөөр тухайн програм хангахын нэмэлт, шинжилгээн хувилбарын ашиглалт эрх багтахгүй;

(h) Schneider Electric тухайн програм хангахын андагаа хэрэглүүлэх эрх зэлээн;

(i) Уйлчлүүлэгчд нь ашиглах эрхийг олгосон Schneider Electric-ийн програм хангахыг нь гуравдагч талын эмчлэл бүгүүн бүрэлдэхүүн хэсэгдүүдийг дотор агуулж болно. Эмчлэг гуравдагч тал нь өөрийн бүтээсэн компютер хангах бүх програм хангахыг өмчдөг онцог эрхийг зэлээн. Гуравдагч талын програм хангахын бүрэлдэхүүн хэсэгдүүд энэ заасан нөөц эрхийг зэлээн бүрэлддэг тухайн гуравдагч талын эцсийн хэрэглээгчийн байгууллагын програм хөгжил болно. Schneider Electric нь гуравдагч талын эцсийн хэрэглээгчийн байгууллагын хэрэглээгчийн хувийг хувиалах мэдээллүүдийг хэрэглээн Уйлчлүүлэгч нь ашиглаж бэгээ мэдээллүүдийг ашиглаж бүрэлдэх, урсах, утга нь андагаа хэрэглээгүй зорилгоно;

(j) Уйлчлүүлэгч нь өөрийн зөв ихэнхийн байгаа програм хангахын байрлах ба ашиглалт ба баримтжуулсан улс оронд зөвлөс бүртгэлд хэрэглээн Уйлчлүүлэгч нь зөвлөс бүртгэлд нэвтрүүлэн Schneider Electric-ийн зөвлөс хүсэлт гаргаснаас хойш (30) хоногийн дотор гарах өгөгдөг бөгөөд програм хангахыг өмчөгдөг нөөц программын хангасан тухай өнгөрсөн бүгүүн гарчиглээ Schneider Electric-т гарахгүй ёсгүй. Schneider Electric нь Уйлчлүүлэгчнээ програм
supplier’s license terms that may accompany that Software will solely govern its Use.

7 ACCEPTANCE
7.1 For Products, the Customer will be deemed to have accepted the Products on the date that the Products are delivered to the Customer at the Delivery Point, without prejudice to the warranty provisions hereunder.

7.2 For Services and Software, if the Customer fails to notify Schneider Electric of any material non-conformities with the Specifications within three (3) calendar days from delivery date, or is using or has used those Software or Services in a production environment or for the regular conduct of its business, the Software or Services shall be deemed accepted, without prejudice to the warranty provisions hereunder.

8 DEADLINES & LIQUIDATED DAMAGES
8.1 Delivery times or timetables are provided as an indication, unless binding delivery times or timetables are expressly accepted by Schneider Electric.

8.2 Delivery commences on the latest of the following: (i) unconditional acceptance of the Order by Schneider Electric; (ii) receipt by Schneider Electric of certain information to be provided by the Customer, where the commencement of the fulfilment of the Order is conditional upon the provision of that information; and/or (iii) receipt of the down payment.

8.3 Schneider Electric will be released from any liability for any binding deadlines, by operation of law, if Force Majeure or other events affect Schneider Electric, its subcontractors and/or its suppliers and disrupt the organisation or operations of the business such as, for example, lockout, strike, epidemic, pandemic, war, embargo, fire, flooding, machinery accident, rejection of parts during the manufacturing process, interruption or delay in the transportation or procurement of raw materials, power or components, or any other event.
8.4 In the event of a delay in delivery falling under Schneider Electric’s responsibility, where a firm deadline has been accepted and in the absence of provisions to the contrary, Schneider Electric shall only be liable to pay liquidated damages, the calculation of which commences after the end of a one-week grace period and in full discharge, of zero point five percent (0.5%) per full calendar week of the price for the Products/Services/Software delivered late, capped at five percent (5%) of the price for the Products/Services/Software delivered late, in all cases. The Parties agree that liquidated damages are genuine and reasonable pre-estimates of and adequate compensation for loss or damage the Customer would suffer for any delay, and as such any liquidated damages payable by Schneider Electric to the Customer for any such delay shall be the sole and exclusive remedy available to the Customer for any such delay.

8.5 The Customer may not set off any liquidated damages owed by Schneider Electric against any amounts owed by the Customer, on any basis whatsoever, without Schneider Electric’s prior written consent.

8.6 If the Customer delays, prevents or impedes performance by Schneider Electric, Schneider Electric shall be entitled to an extension of time and to recover any additional costs incurred due to such delay, prevention or impediment including additional storage costs, de-mobilization/re-mobilization costs, travel and transportation costs.

8.7 The Customer acknowledges that the Products or part thereof are produced in, or otherwise sourced from, or will be installed 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 (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 Schneider Electric (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Schneider Electric’s (or its subcontractors’) employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing Schneider Electric to contractual sanctions including without limitation, delay penalties, liquidated or other damages or termination for default.
9 WORK ON CUSTOMER’S SITE
9.1 Unless otherwise specifically agreed in the Agreement, Schneider Electric’s personnel shall not perform Services on equipment in operation on Customer’s Site.

9.2 If Schneider Electric is to perform Services on Customer’s Site, Customer shall be responsible for obtaining all applicable permits, visas or other governmental approvals required. Customer shall be responsible for ensuring the safety of work conditions at its site and the safety of Schneider Electric’s personnel.

9.3 Schneider Electric shall ensure that its employees, subcontractors and agents shall adhere to and comply with Customer’s health, safety, security and environmental (“HSSE”) policies and environmental laws and regulations while at the work site, to the extent these policies have been made available to Schneider Electric.

9.4 Customer agrees to cooperate with Schneider Electric in the performance of the Services and/or Project Deliverables described in the Agreement, including, without limitation, providing Schneider Electric with reasonable facilities, timely access to data, information and personnel of Customer and a safe working environment. Customer acknowledges and agrees that Schneider Electric’s performance is dependent upon the timely and effective satisfaction of Customer’s responsibilities hereunder and timely decisions and approvals of Customer where required.

9.5 Customer acknowledges and agrees that Schneider Electric may, in performing its obligations pursuant to the Agreement, be dependent upon or use data, material, and other information furnished by Customer without any independent investigation or verification thereof, and that Schneider Electric shall be entitled to rely upon the accuracy and completeness of such information in performing its obligations.

10 WARRANTIES
10.1 Schneider Electric warrants that:

(a) Products manufactured by Schneider Electric under its own brands and supplied by Schneider Electric will be free from defects in design, materials and workmanship arising under normal use and in accordance with any instructions issued by Schneider Electric and will operate in accordance with their published specifications for the duration of the Warranty Period;

(b) Services will be performed in a professional manner with due skill and care, using appropriately skilled and qualified personnel and in accordance with all applicable laws and regulations;

(c) Software licensed under Article 6.2, will during the
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9. УЙЛЧЛҮҮГЧИЙН ТАЛБАЙ ДЗЭР ХИЙГДЭХ АЖЛУУД
9.1 Энэхүү Гэрээгээр ёрөөр тусгайлант харилцаа төхөөрөгөө гэхийн төлөө гэрээг дуусгаврын зөвшөөрөгтөө ажилладаг байгахаа гэсэн баталгаатай байна. Уйлчлүүгч ny арчын гэгээр гэрээг дуусгаврын зөвшөөрөгтөө болно, бас бүтэн бусад төрөөс гарч ирсэн, ажыгийн төлөөгэн зөвшөөрөгтөө монгол бүтэн төлөөгэн ажыгийг төлөөгээн дуусгаврын зөвшөөрөгтөө болно.

9.2 Schneider Electric ny Уйлчлүүгчийн талбайд дээр ажиллах байгаа төрөөс гарч ирсэн, ажыгийн төлөөгэн зөвшөөрөгтөө монгол бүтэн төлөөгэн ажыгийг төлөөгээн дуусгаврын зөвшөөрөгтөө болно.

9.3 Schneider Electric ny ажыгийн талбайд дээр ажиллах хугацаанд төрөөс гарч ирсэн, ажыгийн төлөөгэн зөвшөөрөгтөө монгол бүтэн төлөөгэн ажыгийг төлөөгээн дуусгаврын зөвшөөрөгтөө болно.

9.4 Уйлчлүүгч ny эрэгсэн заасан Уйлчилгээ бэ Төслин ажиллугаа үүргийг ажиллахыг хүлээн зөвшөөрч байна. Уйлчилгээ гэсэн Schneider Electric’s үүргээ бэ Schneider Electric-gийг хэрэглэх бүтэн бүтэн бүтэн бүтэн бүтэн бүтэн бүтэн төлөөгээн ажиллахыг хүлээн зөвшөөрч байна.

10. БАТАЛГАА
10.1 Schneider Electric нь арчын гэгээр гэрээг дуусгаврын зөвшөөрөгтөө монгол бүтэн төлөөгээн ажиллахыг хүлээн зөвшөөрч байна. Уйлчлүүгч нь арчын гэгээр гэрээг дуусгаврын зөвшөөрөгтөө монгол бүтэн төлөөгээн ажиллахыг хүлээн зөвшөөрч байна.

(b) Уйлчилгээ бэ Schneider Electric нь арчын гэгээр гэрээг дуусгаврын зөвшөөрөгтөө монгол бүтэн төлөөгээн ажиллахыг хүлээн зөвшөөрч байна.
Warranty Period, operate in accordance with the Software Documentation and the media upon which such Software is supplied will be free from defects;

10.2 Warranty Period means:
(a) For Products (excluding Software) proven to be defective, the Warranty Periods are set out in Schneider Electric’s website at https://www.se.com/sg/en/. If the website referred to above does not state the Product’s Warranty Period, the default will be the earlier of:
(i) eighteen (18) months from the delivery date, as per Article 4;
(ii) the date that is twelve (12) months from commercial or operational use of the Products by the Customer.

However, if the date of delivery, as referred to above, cannot be ascertained, the Warranty Period will start on the date of the manufacturing of the Product, as marked on the relevant Product, and shall last for twenty-four (24) months.

(b) For Services, a period of ninety (90) days from the date of delivery of the Services;

(c) For Software not supplied under the terms of a EULA and media that such Software is supplied on, a period of ninety (90) days from the date of delivery of Software.

10.3 If the Customer makes a claim during the Warranty Period it will be handled as follows:
(a) In the case of Products and Project Deliverables (where relevant), where there is a defect in such Products, Schneider Electric will replace or repair (at its discretion and cost). Schneider Electric will not be responsible for the cost of retrieving, removing, reinstalling, retesting or transporting the Products or Project Deliverables to and from the location where the Products are located;

(b) In the case of Services, where there is a defect in the Services, Schneider Electric will re-perform the Services at a mutually agreed time. For the avoidance of doubt, if Services were delivered on a Time and Materials basis, Schneider Electric will not provide any additional warranties for any deliverables provided pursuant to those Services other than the standard warranties referred to in Article 10.1;

(c) In the case of a Project, if it is not practical to return the defective Product to Schneider Electric in accordance with Article 10.3(a), Schneider Electric will bear the cost of correcting the defects, by either attending to the defect at the Site where the Project is located or by remote means, as determined at the sole discretion of Schneider Electric and at a mutually agreed time;

(d) All warranties for any Product repaired or replaced or Service resupplied during the Warranty Period will expire at the same time as the original Warranty Period of such Product and/or Service that were replaced or resupplied.

10.4 The Customer agrees that, unless otherwise agreed in writing by Schneider Electric, any warranty on any Third Party Product is limited to the warranty given by the other party.

(c) Эхэхүү Гэрээний Элс 6.2 дахь заалтын дагуу ашиглалтын тусгай зөвхөнөөсөө саналбайрлын дагуу хангагчын өчүү програм хангамж ёстой Баталгаат хугацааны туруквид програм хангамжийн баримт бичгүүдийн дагуу ажиллагаа бага эрхээг тухайн програм хангамжийг агуулл байгас нь аливаа бага өчин гэсэн байна.
10.5 Schneider Electric will not be responsible for any defect in Products, Software or Services arising out of or in connection to:

(a) Misuse, abuse, neglect, errors or any other act or omission of or by the Customer or third party not contracted by Schneider Electric;
(b) Repair or alteration (improper or otherwise) by the Customer or any person other than Schneider Electric;
(c) Installation by the Customer or any person other than Schneider Electric not in accordance with Schneider Electric’s instructions or in the absence of such instructions, in accordance with generally accepted practices for maintenance of such Products;
(d) Power failure, power surge, lightning, flood, fire, accidental breakage or other events outside of Schneider Electric’s reasonable control;
(e) Maintenance, installation or energization not in accordance with Schneider Electric’s instructions or in the absence of such instructions, in accordance with generally accepted practices for maintenance of such Products;
(f) Improper environmental conditions where the Products, Software or Services are used or installed;
(g) Improper storage conditions;
(h) Storage for more than twelve (12) months, or any other period of time as recommend in the Specifications, prior to being put into operation;
(i) Any consumables;
(j) Following a direction or instruction from the Customer where Schneider Electric has recommended to the Customer against following such a direction or instruction.

10.6 Schneider Electric cannot warrant that the Product, Software or Services will be free of, or protected against, any vulnerabilities or Cyber Threats.

10.7 The Products do not contain backup solutions of Customer’s data and Schneider Electric’s warranty on the Product, Software or Services does not include the restoration of Customer’s data.

10.8 Schneider Electric does not warrant, in any way, that the Product, Software or Services will meet any targets and/or performance determined by the Customer itself unless those targets and/or performance were expressly accepted in writing by Schneider Electric.

9.9 THESE WARRANTIES, CONDITIONS, EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANDABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. SCHNEIDER ELECTRIC MAKES NO WARRANTY THAT THE PRODUCTS, SOFTWARE OR SERVICES WILL MEET
CUSTOMER'S REQUIREMENTS OR THAT CUSTOMER'S USE OF THE PRODUCTS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. SCHNEIDER ELECTRIC DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT THE PRODUCTS, SOFTWARE OR SERVICES WILL BE SECURE OR FREE FROM VULNERABILITIES, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSIONS OR CYBER THREATS AND SCHNEIDER ELECTRIC DISCLAIMS ANY LIABILITY IN RELATION THERETO. EXCEPT AS MAY BE PROVIDED IN WRITING BY SCHNEIDER ELECTRIC, SCHNEIDER ELECTRIC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS, SOFTWARE AND SERVICES SOLD BY SCHNEIDER ELECTRIC TO CUSTOMER, BY USING THE PRODUCTS, SOFTWARE OR SERVICES, CUSTOMER UNDERSTANDS THESE LIMITATIONS AND AGREES THAT CUSTOMER ACQUIRES AND USES THE PRODUCTS, SOFTWARE AND SERVICES AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO CUSTOMER'S SYSTEMS OR ASSETS OR LOSSES THAT RESULT FROM SUCH ACCESS OR USE.

10.10 Certain legislation may imply warranties or conditions or impose guarantees or obligations upon Schneider Electric which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. Any Agreement and these Terms and Conditions including this Article 10.10 must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Schneider Electric is entitled to do so, Schneider Electric limits its liability in respect of any claim under the provisions to:

(a) In the case of Products, at Schneider Electric’s option:
(i) The replacement of Products or the supply of equivalent Products;
(ii) The repair of the Products;
(iii) The payment of the cost of replacing the Products or of acquiring equivalent Products; or
(iv) The payment of the cost of having the Products repaired; and

(b) In the case of Services, at Schneider Electric’s option:
(i) The supply of the Services again; or
(ii) The payment of the cost of having the Services supplied again.

10.11 Title to any replaced Product and/or the one or more replaced components of that Product will revert to Schneider Electric and they must be returned to Schneider Electric on request.

10.12 The warranty does not cover, in any circumstances whatsoever, any travel expenses, the costs incurred to identify the defective part on site or the disassembly and

10.6 Schneider Electric shall not be liable for any claim under Article 10.10 Schneider Electric’s liability in respect of any replaced Product and/or the one or more replaced components of that Product will revert to Schneider Electric and they must be returned to Schneider Electric on request.

10.8 Schneider Electric’s liability in respect of any replaced Product and/or the one or more replaced components of that Product will revert to Schneider Electric and they must be returned to Schneider Electric on request.
assembly costs for the Product in its own environment.

10.13 No repair or replacement of a Product, Software or Services or changes thereto during the Warranty Period may cause the Warranty Period for that respective Product, Software or Services to be extended, with the exception of a defect of a Product corrected less than three (3) months before the expiry of the Warranty Period. In such case, the warranty covering the repaired, changed or replaced Product will be extended for up to three (3) months, as of the date of the delivery of the repaired, changed or replaced Product to the Customer.

10.14 Customer’s Obligations

The claims for defects shall be subject to the Customer’s compliance with its duty and obligation to inspect and to report defects as soon as the defective operation of the Product manifests itself. In order to make a valid claim under this warranty, the Customer must notify the defects it alleges to exist in the Products to Schneider Electric in writing as soon as the operating defaults appear, and provide to Schneider Electric all supporting documents confirming their existence, without undue delay. The Customer shall give Schneider Electric such assistance as Schneider Electric requires to help Schneider Electric identify those defects for Schneider Electric to correct. Equally, the Customer must not carry out the repairs directly or through a third party, without Schneider Electric’s express consent.

10.15 All warranties provided herein are personal to, and intended solely for the benefit of, Customer and do not extend to any third party, except in the case of transfer of the Software license(s) in accordance with Article 14 or Article 23.4.

ба энэхүү нөхцлүүд тэр дундаа энэхүү 10.10 дахь заалтыг тийм хуулийн заалтуудын хүрээнд уншиж ойлгосоо шаардлагатай. Эдгээр хуулийн заалтууд нь Schneider Electric-ийн эрхийн хязгаар дотор үйлчилж байгаа тохиолдолд Schneider Electric нь дараах нөхцлүүдөөгөө өөрөө хуулах хариуцлагыг хэлээр явуулахна:

(a) Бүтээгдэхүүнүүдийн хувь Schneider Electric-ийн хийх сонголтууд:
   (i) Бүтээгдэхүүнийг ижилхэн юм ижил төстэй бүтээгдэхүүнээр солих;
   (ii) Бүтээгдэхүүнүүдийг засварлах;
   (iii) Бүтээгдэхүүнийг ижилхэн юм ижил төстэй бүтээгдэхүүнээр солих зардлыг төлөх;
   (iv) Бүтээгдэхүүнүүдийг засварлах зардлыг төлөх

(b) Үйлчилгээний хувь Schneider Electric-ийн хийх сонголтууд:
   (i) Үйлчилгээг дагуулах
   (ii) Үйлчилгээг дагуулах зардлыг төлөх

10.11 Сольсон Бүтээгдэхүүн эсхүл тухайн Бүтээгдэхүүний нэг болон гурвандаа түүнээс дээш тооны бүрэлдэхүүн хэсгүүдийг эмэгийн уран бичлэг нь Schneider Electric-д буцаан шилжих бөгөөд тэдгээрийг Schneider Electric-ийн зүгээс гаргасан хүсэлтийн дагуу буцаан өгөн.

10.12 Энэхүү баталгаа ямар ч тохиолдолд аливаа аялал, талбай дээр доголдолтой эд ангиулдыг олж илрүүлэх, Бүтээгдэхүүний доголдлын талаар авахан ордог зардлыг төлөх үндэслэл болохгүй. Энэ заалт нь Баталгаат хугацаа бага 3 сард дуусахгүй. Энэ тохиолдолд засвэрлэсэн Бүтээгдэхүүний Баталгаат хугацааг тухайн 3 сард дагуу нь өөрөө хамаарахгүй.

10.13 Баталгаат хугацаанд Бүтээгдэхүүн, Програм хангамж, Уйлчилгээ засвар хийсэн ба өрөмгүүлэн сольсон уйлдл нь тухайн Бүтээгдэхүүн, Програм хангамж, Уйлчилгээ засварлаж Баталгаат хугацаа ирэх сонголт буюу ирсэн засвэрлэл болохгүй. Энэ заалт нь Баталгаат хугацаа дааэлсэн засвэрлэх ёмогон (3) сүрөс ба хугацаанд зассан Бүтээгдэхүүн нь хамаарахгүй. Энэ тохиолдолд засвэрлэсэн Бүтээгдэхүүн нь хамаарахгүй. Энэ тохиолдолд засвэрлэсэн Бүтээгдэхүүн нь хамаарахгүй. Энэ тохиолдолд засвэрлэсэн Бүтээгдэхүүн нь хамаарахгүй. Энэ тохиолдолд засвэрлэсэн Бүтээгдэхүүн нь хамаарахгүй. Энэ тохиолдолд засвэрлэсэн Бүтээгдэхүүн нь хамаарахгүй.

10.14 Уйлчилгээний урлугүүд Уйлчилгээ нь доголдлын талаар гомдож гарахдаа тухайн Бүтээгдэхүүн нь доголдлын талаар гомдож гарахдаа 3 сүрөс түүний хамаарахгүй. Энэхүү баталгааны дагуу хувьдийн гомдож гарахын тулд Уйлчилгээ нь Бүтээгдэхүүн нь Бүтээгдэхүүн нь доголдлын талаар гомдож гарах талаар хамаарахгүй. Энэ түүхийн хамаарахгүй. Энэ түүхийн хамаарахгүй. Энэ түүхийн хамаарахгүй. Энэ түүхийн хамаарахгүй. Энэ түүхийн хамаарахгүй.

10.15 Энд заасан бүх баталгаа нь зөвхөн Уйлчилгээнийхээ хамаарахбайгаа гурван түсэн тулд
11. PRICE AND PAYMENT

11.1 Unless otherwise quoted by Schneider Electric in its Quotation to the Customer, the Price and prices for Products, Software and/or Services are those set out in the Schneider Electric’s price list in force on the date when the Order is placed by the Customer.

11.2 Schneider Electric shall be entitled to revise the Price applicable to the Agreement as follows, by one (1) weeks’ written notice to the Customer in the event of:

(a) any fluctuation in the currency exchange rates applicable at the date of the Agreement;
(b) any increases in the cost of raw materials, transport or labour;
(c) any changes in legislation or technical standards. The new or revised Price shall take effect upon expiration of the one (1) week notice period or, if a later date is specified in such notice, on that date so specified.

11.3 Unless specifically set out in the Agreement, Schneider Electric will issue all invoices for the Products, Software, Services and Projects as follows:

(a) For Services provided on a Time and Materials basis, Schneider Electric will invoice monthly in arrears;
(b) For Services provided at a Fixed Price, Schneider Electric will invoice in advance;
(c) For all Products and Projects, Schneider Electric will invoice in accordance with agreed payment milestones set out in the Agreement that may include down-payment. If no payment milestones are set out in the Agreement, invoicing will be as per payment milestones set out in the Quotation, and if nothing is stated in the Quotation, invoicing will be made monthly in arrears in accordance with the work completed by Schneider Electric.

11.4 Price is expressed, and the Customer may buy and pay, in US Dollars or such other currency as the Parties may agree. If any expense, charge or other amount to be paid to Schneider Electric by Customer under this Agreement were incurred by Schneider Electric in a currency other than the currency agreed under the Agreement, the amount to be paid shall be calculated using the official foreign currency exchange rate published by the Country’s central bank on the date of payment. Where the price of Products quoted is stated to be based in whole or in part on a conversion between two currencies, Customer shall indemnify Schneider Electric against any cost and expense, and loss incurred by Schneider Electric which results from any variation in the rates of foreign currency exchange between the date of the quotation of the Products and the date upon which payment becomes due to Schneider Electric.

11.5 Unless otherwise stated in the Quotation or agreed by Schneider Electric in writing, Customer must pay the amount shown on any invoice rendered by Schneider Electric within twenty-five (25) days from the date of

11 УНЗ БА ТӨЛБӨР

11.1 Schneider Electric-ийн зүгээс УЙЛЧЛУУЛГАЦАД багагүй Уннин саналд төөрөөр заагаагүй тохилиподтод Бүтээгдэхүүн, Програм хангамж, УЙЛЧЛУУЛГАЧИЙН ун нь УЙЛЧЛУУЛГАЧИЙН зүгээс захилгааг багагүй едэр хүчин төгөлдөр УЙЛЧЛУУЛГАЧИЙН гүйцэтгэсэн Schneider Electric-ийн нун хагасаалт дээрх ун нь байна.

11.2 Schneider Electric нь дараах тохилиподлудад нэг (1) долоо хоногийн эмне УЙЛЧЛУУЛГАЧИД мэдээддэг бүгэр замаар Гэрээнд заагаагүй хүчтэй байна. Ундуу: (а) Гэрээ байгуулсан едрийн валютын ханш хэлбэлж эрчэлдэх; (б) Тууший эдийн ун, тэврийн зардал, алжлын хэлс нэмэгдсэн; (с) Хууль тооцогч ба техникийн стандартуудад вэрчлэлт орсон.

Шинээр вэрчлэн тогтоосон ун нь нэг (1) долоо хоногийн мэдээ мэдээ мэдээдэг бүгэр замаар Гэрээнд заагаагүй хүчтэй байна. Ундуу: (а) Хуураачаа ба материал дээр үндэслэн гүйцэтсэн УЙЛЧЛУУЛГАЧИЙН хувьд Schneider Electric ажлын гүйцэтсэн намир тутам нэхэмжлэх гаргана; (б) Тогтсон ун нь гүйцэтсэн УЙЛЧЛУУЛГАЧИЙН хувьд Schneider Electric нь нэхэмжлэлтийг урьдчилан гаргана.

11.3 Энэхүү Гэрээнд тусгайлан төөрөөр заагаагүй тохилиподтод Schneider Electric нь Бүтээгдэхүүн, Програм хангамж, УЙЛЧЛУУЛГАЧИЙН нэхэмжлэлтийг дараах журнал гаргаж өгөх. Ундуу: (а) Гэрээ нь бүтээгдэхүүн ба программ хангамж нэхэмжлэлтийг гүйцэтгэсэн үүдийг заахтай хувьд; (б) Гэрээ нь бүтээгдэхүүн ба программ хангамж нэхэмжлэлтийг гүйцэтгэсэн үүдийг заахтай хувьд; (в) Гэрээ нь бүтээгдэхүүн ба программ хангамж нэхэмжлэлтийг гүйцэтгэсэн үүдийг заахтай хувьд.

11.4 Компании нь ард түмэндүүдийн хувьд Schneider Electric нь харилцах тохиболцооноор зөвшөөрлийг аливаа гуравдагч талд шилжүүлсэн заалт хамаарахгүй.

11.5 Компании нь бүтээгдэхүүн ба програм хангамж нэхэмжлэлтийг гүйцэтгэсэн үүдийг заахтай хувьд Schneider Electric нь ард түмэндүүдийн хувьд Schneider Electric-ийг гүйцэтгэсэн ажил дээр үндэслэн гүйцэтсэн намир тутам нэхэмжлэх гаргана.
issue of the invoice.

11.6If for any reason the Customer pays late or defaults in its payment obligations, the Customer shall be liable to pay a late payment penalty at the interest rate of one percent (1%) per month, applied to the outstanding amounts, calculated from the date of payment default to the actual date of payment received by Schneider Electric. In addition, Schneider Electric reserves the right to claim additional compensation from the Customer, and the Customer shall be responsible and shall be liable to pay for any debt recovery/collection and any legal cost actually incurred by Schneider Electric.

11.7If the Customer fails to pay any instalment on time, all amounts owed by the defaulting Customer will become immediately due and payable, including any amount for which a draft was issued or a bill of exchange received for all or part of that unpaid amount. Equally, Schneider Electric reserves the right to suspend the performance of all its obligations under the Agreement without any liability whatsoever until the Customer has paid all outstanding amounts in full.

11.8The above provisions apply, where applicable, without prejudice to any damages that Schneider Electric may be entitled to claim.

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12. TAXES

12.1Unless otherwise stated, all amounts referred to under or in connection with the Agreement are exclusive of any Indirect Tax or withholding tax. In relation to any GST, VAT or SST payable by the Customer for a taxable supply (under applicable law), the Customer shall pay such GST, VAT or SST so invoiced by Schneider Electric in accordance with the Country’s applicable tax law.

12.2In the event any withholding tax imposed by any local tax authority is or becomes applicable, the Customer shall not withhold any such withholding tax until the Customer has consulted with Schneider Electric, and Schneider Electric has agreed in writing with regard to the handling of such withholding tax. If the Customer withholds any amount corresponding to such withholding tax without Schneider Electric’s consent, and proceeds to only pay the remaining balance of the amount so invoiced, the Customer shall remain liable to pay to Schneider Electric that corresponding amount so withheld as a debt due to Schneider Electric immediately upon written demand.

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13. CUSTOMER’S GENERAL OBLIGATIONS

13.1 Schneider Electric may at any time, and in Schneider Electric's sole discretion, and without any notice or demand to the Customer, set-off or apply any amount the Customer owes to Schneider Electric against any amount that Schneider Electric owes to the Customer, regardless of whether Schneider Electric has a claim against the Customer or whether any such set-off or application is permitted by law.

13.2 Schneider Electric may, without any notice or demand to the Customer, set-off or apply any amount the Customer owes to Schneider Electric against any amount that Schneider Electric owes to the Customer, regardless of whether Schneider Electric has a claim against the Customer or whether any such set-off or application is permitted by law.
13.1 The Customer must provide, in a timely manner, any approval or instructions, any equipment, material or hardware and any information and document that do not expressly fall within the remit of Schneider Electric under the Agreement, along with access to the Site. Before the conclusion of the Agreement, the Customer shall provide Schneider Electric with such information and documentation as is required for Schneider Electric’s delivery of Products, Services, Software and/or the performance of Project set out in the Agreement. Accordingly, the Customer shall notify to Schneider Electric any and all special requirements for Schneider Electric’s delivery of Products, Services or Software and/or the performance of the Project arising from the Site and keep Schneider Electric informed of any changes to those conditions. Schneider Electric may decline to deliver Products, Services or Software and/or perform the Project set out in the Agreement at any time and at the Customer’s own expense and risk, if Schneider Electric considers and concludes that any of the conditions that the Customer needs to or is obligated to act on in order for Schneider Electric to effect the delivery of Products, Services or Software and/or performance of the Project arising from the Customer’s Systems, hardware and any information and documentation as is required for Schneider Electric to deliver Products, Services or Software and/or perform the Project set out in the Agreement. Accordingly, the Customer shall notify to Schneider Electric any and all special requirements for Schneider Electric’s delivery of Products, Services or Software and/or the performance of the Project set out in the Agreement. Schneider Electric will inform the Customer if it considers and concludes that any of the conditions or the Customer’s Systems, hardware and any information and documentation as is required for Schneider Electric’s delivery of Products, Services or Software and/or the performance of the Project set out in the Agreement at any time and at the Customer’s own expense and risk, if Schneider Electric considers and concludes that any of the conditions that the Customer needs to or is obligated to act on in order for Schneider Electric to effect the delivery of Products, Services or Software and/or performance of the Project arising from the Customer’s Systems, hardware and any information and documentation as is required for Schneider Electric to deliver Products, Services or Software and/or perform the Project set out in the Agreement. 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Schneider Electric will inform the Customer if it considers and conclude...
(iii) Regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other Cybersecurity testing on the Customer’s Systems; and


(d) Schneider Electric may release Updates and Patches for its Software from time to time. Customer shall promptly install any Update and Patch for such Software as soon as they are available in accordance with Schneider Electric’s installation instructions, and use the latest version of Software, where applicable.

(e) 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 Schneider Electric shall not be liable or responsible for any losses or damages that may result therefrom.

13.3 Identification of Vulnerability or Cyber Threat

(a) If Customer identifies or otherwise becomes aware of any vulnerabilities or Cyber Threats relating to the Products, Software, or Services for which Schneider Electric has not released a Patch, Customer shall promptly notify Schneider Electric of such vulnerability or other Cyber Threat(s) via Schneider Electric’s Report a Vulnerability page (https://www.se.com/www/en/work/support/cybersecurity/report-a-vulnerability.jsp) and further provide Schneider Electric with any reasonably requested information relating to such vulnerability or other Cyber Threat (collectively, “Feedback”).

(b) Schneider Electric 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 Right contained therein) in whole or part, in order to analyze such Feedback and do its reasonable efforts to modify its Products, Software or Services, as Schneider Electric will determine to be needed and to the extent reasonably feasible, to mitigate the impact of the reported vulnerability or Cyber Threat in the concerned Products, Software or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Schneider Electric shall not publicly disclose Customer’s name in connection with the Feedback or its use by Schneider Electric (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Schneider Electric that Customer has all necessary rights in and to such information.


(d) Schneider Electric recommends using the following industry standards.

13.3 Identification of Vulnerability or Cyber Threat

(a) If Customer identifies or otherwise becomes aware of any vulnerabilities or Cyber Threats relating to the Products, Software, or Services for which Schneider Electric has not released a Patch, Customer shall promptly notify Schneider Electric of such vulnerability or other Cyber Threat(s) via Schneider Electric’s Report a Vulnerability page (https://www.se.com/www/en/work/support/cybersecurity/report-a-vulnerability.jsp) and further provide Schneider Electric with any reasonably requested information relating to such vulnerability or other Cyber Threat (collectively, “Feedback”).

(b) Schneider Electric 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 Right contained therein) in whole or part, in order to analyze such Feedback and do its reasonable efforts to modify its Products, Software or Services, as Schneider Electric will determine to be needed and to the extent reasonably feasible, to mitigate the impact of the reported vulnerability or Cyber Threat in the concerned Products, Software or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, Schneider Electric shall not publicly disclose Customer’s name in connection with the Feedback or its use by Schneider Electric (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to Schneider Electric that Customer has all necessary rights in and to such information.

Feedback and all information it contains, including to grant the rights to Schneider Electric described
herein, and that such Feedback does not infringe any proprietary or other rights of third parties or
contain any unlawful information.

14. INTELLECTUAL PROPERTY
14.1 Each Party will retain all Intellectual Property Rights in their respective Background IP.
14.2 Subject to Schneider Electric’s receipt of payment in full for the Products, Services, Software, and Project,
Schneider Electric will grant to Customer a royalty-free, non-exclusive, non-transferable, irrevocable and
perpetual license to use Schneider Electric’s Background IP necessary for Customer to enjoy the
benefit of the Products, Services, Software, and Project for the purposes of or in connection with Customer’s
business.
14.3 The Customer acknowledges that Schneider Electric retains ownership of Schneider Electric’s Background IP.
Schneider Electric acknowledges that the Customer retains ownership of the Intellectual Property Rights of
any Customer Background IP. To enable each Party to perform their obligations under each Agreement and for
the Customer to enjoy the benefit of the Products, Services, Software, and Project for the purpose of or in
connection with its business, each Party grants to the other Party a non-exclusive, non-transferable, royalty-
free, irrevocable, and perpetual license to use its Intellectual Property Rights for that purpose.
14.4 All Foreground IP shall be owned by Schneider Electric, and as such, any Foreground IP that Schneider Electric
develops during the course of the performance of its obligations under the Agreement shall belong to and be
owned by Schneider Electric, and as such all such Intellectual Property Rights in the Foreground IP shall
be vested in Schneider Electric and at no time nor under any circumstances be transferred to the Customer.
14.5 In the event that any claim is made against the Customer for infringement of any person’s Intellectual
Property Rights arising of the Customer’s use of Products supplied under the Agreement, Schneider Electric
will, at its own expense, conduct any ensuing litigation and all negotiations for a settlement of the
claim. Schneider Electric will bear the costs of any payment made in settlement, or as a result of an award
in a judgment provided that:
(a) The Customer promptly notifies Schneider Electric in writing of any such claim being made or
action threatened or brought against the Customer;

14. OЮУНЫ ӨМЧ
14.1 Тал тус бүр нь өөрдүйн бүх өмчүүнү эмчийн эрхийг зээлээн.
14.2 Schneider Electric өөрөө Бүтээгдэхүүн, Програм хангамж, Уйлчлүүлэгчийн төлөөр бүрэн хүлээн авсаар Уйлчлүүлэгчид тухайн Бүтээгдэхүүн, Програм хангамж, Уйлчлүүлэгчийн бизнесийн зорилгоор ашиглаж шаардлагатай, патентын төлбөрүүг, өөрдүйн, бүсдүү шилжүүлэх боломжтойгүй, цуцаал боломжгүй, хугацаагаагүй, эмчийн өмчүүнү эмчийн эрхийг Уйлчлүүлэгчдээ олгоно.
14.3 Schneider Electric нь төсөл өөрдүйн урын өмчүүнү эмчийн эрхийг бүртвөө хадгална гадийг Уйлчлүүлэгч хүлээн зөвшөөрч байна. Нөгөө талаас Уйлчлүүлэгч нь төсөл өөрдүйн урын өмчүүнү эмчийн эрхийг бүртвөө хадгална гадийг Schneider Electric хүлээн зөвшөөрч байна. Тал тус бүр нь аливаа Гэрээний дагуу хүлээсэн үүргээ хэрэгжүүлэн боломж болгох ба Уйлчлүүлэгч нь тухайн Бүтээгдэхүүн, Програм хангамж, Уйлчлүүлэгчийн бизнесийн зорилгоор ашиглаж боломжтой байхын тулд Тал тус бүр нь нөгөө талаас патентын төлбөрүүг, өөрдүйн, бүсдүү шилжүүлэх боломжгүй, цуцаал боломжгүй, хугацаагаагүй өөрдүйн өмчүүнү эмчийн эрхийг нөгөө талаас олгоно.
14.4 Төсөл өөрдүйн ящад ууссан бүгд өөрдүйн эмчийн эрхүүд нь Schneider Electric-ид өөрдүйн ящад Гэрээ өөрдүйн ящад Schneider Electric-ийн хөгжүүлсэн өөрдүйн өмчүүн нь Schneider Electric-д харьяалагдах ба хэзээ ч ямар ч нэхцэд Уйлчлүүлэгчдийн шилжигүй.
14.5 Уйлчлүүлэгчийн үзгөсэн ээхүү Гэрээний дагуу Бүтээгдэхүүнээр өөрдүйн ящад нь эргэн нэхцэд өмчүүн нь Schneider Electric-ид харьяалагдах ба хэзээ ч ямар ч нэхцэд Уйлчлүүлэгчдийн шилжигүй.
(b) The Customer grants Schneider Electric the right to assume sole authority to conduct the defense or settlement of such claim or any related negotiations;

(c) The Customer provides Schneider Electric with all reasonable information, cooperation and assistance.

14.6 Notwithstanding any other provision of the Agreement, Schneider Electric will not be liable in any case whatsoever where the claim is based on or is related to:

(a) Specifications that the Customer provided to Schneider Electric;

(b) Where the Customer has combined Products with non-Products, data or business processes whether with or without Schneider Electric’s knowledge or written consent;

(c) Where the Customer has altered or modified the Products without Schneider Electric’s written consent.

14.7 Schneider Electric’s Software licensed to Customer may contain components that are owned by third parties. The third-party owner shall retain exclusive right to its firmware and software. Use of such third-party components shall be subject to restrictions contained in the third party’s end-user license agreement (if any) in addition to the conditions set forth herein. Schneider Electric shall make available to Customer upon request the third party’s end-user license agreement applicable. Copyright and other proprietary rights notices of Schneider Electric and third parties are contained in the Software and Customer shall not modify, delete or obfuscate such notices.

14.8 Customer may not without Schneider Electric’s prior written express consent (i) copy, modify, sublicense, loan or transfer in any manner the Software licensed herein; (ii) create derivative works based on the Software licensed herein to translate, decompiling, reverse assembling, reverse engineering, emulating or performing any other operation on the Software, unless the operation is specifically authorized by law. Customer shall hold the Software licensed herein in strict confidence and will not allow any other third party, other than its employees with a need to use the Software and who have agreed to comply with the terms as set out in the Agreement in relation to Software (including any related EULA), to access or use the Software without Schneider Electric’s prior written consent. Customer agrees to defend, indemnify and hold harmless Schneider Electric from all damages and third-party claims arising from unauthorized use or transfer of the Software.

14.9 Schneider Electric is not required to supply the design and/or manufacturing drawings for its Products, in any circumstances whatsoever, even if the Products are delivered with installation drawings. All of those drawings are the exclusive property of Schneider Electric.

14.10 Notwithstanding the foregoing restrictions but subject to all restrictions applicable to Third Party Products as set forth in Articles 14.2 and 14.4, Customer shall be entitled to make one (1) copy of the Software licensed herein to translate, decompiling, reverse assembling, reverse engineering, emulating or performing any other operation on the Software, unless the operation is specifically authorized by law. Customer shall hold the Software licensed herein in strict confidence and will not allow any other third party, other than its employees with a need to use the Software and who have agreed to comply with the terms as set out in the Agreement in relation to Software (including any related EULA), to access or use the Software without Schneider Electric’s prior written consent. Customer agrees to defend, indemnify and hold harmless Schneider Electric from all damages and third-party claims arising from unauthorized use or transfer of the Software.

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Software for backup or archival purposes and may make a limited reasonable number of copies of the instruction manuals and documentation related to the Software for purpose of their use by Customer in connection with the authorized use of the Software. All titles, trademarks and copyrights and restricted rights notices shall be reproduced in such copies.

14.11 In case Schneider Electric’s Background IP and Foreground IP or any part thereof, is held by any court proceedings to constitute infringement and/or its use is enjoined, Schneider Electric shall, at its own expense and option either:
(a) procure for the Customer a royalty-free license to continue using such Software associated with the Products, Services and/or Projects; or
(b) replace same with substantially equal but non-infringing Product, Services and/or Software or modify it so it becomes non-infringing, provided that no such replacement or modification shall in any way amend or relieve Schneider Electric of its warranties and guarantees set forth in this Agreement.

In the event Schneider Electric is unable to do either of the foregoing, the allegedly infringing item shall be returned to Schneider Electric and Schneider Electric’s maximum liability shall be to refund to Customer the amount paid for such item, less a reasonable depreciation for use and damage.

14.12 The Parties’ agree that this Article 14 states the Parties’ entire liability and sole remedy with respect to infringement or claims thereof related to or in connection to Intellectual Property Rights under this Agreement.

15. CONFIDENTIALITY
15.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of three (3) years after termination or expiry of this Agreement, without prior written consent, disclose to any person any
Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted as follows:
(a) Each Party may disclose the other Party’s Confidential Information to its employees, officers, representatives or advisors, and those of its Affiliates, on a strict need-to-know basis and for the purposes of carrying out the Party’s obligations under this Agreement, to the express exclusion of any possible competitor of Schneider Electric. Each Party shall ensure that its employees, officers, representatives, or advisors to whom it discloses the other Party’s Confidential Information comply with this condition;
(b) As may be required by law, court order or any governmental or regulatory body.
15.2 No Party shall use any other Party’s Confidential Information for any other purpose than to fulfil its obligation under this Agreement.
15.3 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party’s Confidential Information other than those expressly stated in this Agreement are granted to the other Party; or to be implied from this Agreement
15.4 Except as expressly stated in the Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information.
15.5 Other than as expressly permitted under this Agreement, on termination or expiry of this Agreement for whatever reason, each Party shall cease to use any Confidential Information of the other Party save that
16. LIMITATION OF LIABILITY
16.1 The Agreement and these Terms and Conditions set out Schneider Electric’s entire liability and are in lieu of all other warranties whether statutory, express or implied, including but not limited to implied warranties of merchantability and fitness for purpose.
16.2 Notwithstanding any other term of the Quotation or Agreement, whether express or implied, Schneider Electric’s total liability under the Agreement arising out of or in connection with the Agreement, Quotation or these Terms and Conditions, whether in contract, tort (including negligence of any kind), strict liability, indemnity or otherwise arising out of Schneider Electric’s performance or non-performance of the Agreement, will not exceed in the aggregate the Price, exclusive of tax, actually paid to Schneider Electric pursuant to the
Agreement giving rise to such liability. This limitation shall continue to apply notwithstanding any fundamental breach, breach of a fundamental term, rescission, repudiation or termination for any reason or frustration, whether unintentional or by operation of law.

16.3 Notwithstanding any other term of the Agreement, Quotation or these Terms and Conditions, whether express or implied, to the maximum extent permitted by law, Schneider Electric, its Affiliates, or their officers, directors, employees or their subcontractors, shall not have any liability to the Customer (whether for breach of contract, tort (including but not limited to negligence or breach of statutory duty), misrepresentation, restitution or otherwise) including pursuant to any indemnities and/or conditions for any (a) loss of profits; (b) loss of bargain; (c) loss of contract opportunity or expectation; (d) loss of use; (e) loss of revenue; (f) loss of anticipated savings; (g) loss of tender and/or bid costs; (h) loss of re-tender and/or re-bid costs; (i) loss of or corruption of data or information; (j) loss resulting from third party claims; (m) loss of reputation; (n) depletion of goodwill or similar losses; or (o) pure economic loss (in each case whether direct or indirect) or for any special, indirect, or consequential loss costs, damages, charges or expenses whatsoever and howsoever arising.

17. SUSPENSION AND TERMINATION

17.1 If the Customer fails to pay any sum or perform any of its obligations due under the Agreement by the agreed due date, Schneider Electric may by written notice, in addition to any other rights it may have, suspend and/or postpone supplying the Products, Services, Software and Projects without any liability whatsoever to the Customer for any, but not limited to, delay or damages incurred, until all overdue amounts are paid. The Customer will be liable to Schneider Electric for all costs and expenses, including but not limited to reasonable legal fees, handling, storage, insurance and labour costs, financial costs and the bank fees relating to the collection of overdue amounts and/or borne by Schneider Electric and its contractors and, all costs generated by the extended delivery time. If the performance of the Agreement is suspended for more than ninety (90) days for any reason whatsoever, Schneider Electric will be entitled to terminate the Agreement and receive all costs referred to above, without prejudice to any potential claim.

17.2 A Party may terminate the Agreement by providing
immediate written notice to the other Party if any of the following events or circumstances occurs:
(a) The other Party goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration (or the equivalent under the laws of another jurisdiction); or
(b) A Party fails to remedy any breach of an essential obligation under the Agreement within thirty (30) days after receipt of written notice from the other Party of details of the breach.

17.3 If Schneider Electric suspends the Agreement under Article 17.1 or terminates the Agreement under Article 17.2, the Customer must pay Schneider Electric all monies due (including an allowance for profit) under the Agreement which may include but shall not be limited to:
(a) Payment for the Products and Services provided or performed to the date of the suspension or termination;
(b) Products, equipment or materials wholly or partially procured by Schneider Electric for the performance of the Agreement;
(c) Costs of demobilization from Site.

For the avoidance of doubt, in the event of termination:
(a) The Customer shall pay Schneider Electric the full Price for such Products, whether such Products are in the production phase, completed but have not been delivered or delivered, that Schneider Electric the full Price for such Products, in accordance with the Customer’s Specifications or requirements, the Customer shall have received or agreed to receive.
(b) Schneider Electric will not be able to readily sell to any other third party of the open market.

18. **DISPUTE RESOLUTION**

18.1 The Parties will attempt in good faith to resolve all disputes, disagreements or claims between the Parties relating to the Agreement within thirty (30) days from the date of either Party’s written notice given to the other. The preferred method of determination of unresolved disputes shall be by amicable discussion and resolution by the Parties’ senior management level.

18.2 If the Parties cannot resolve the dispute themselves within thirty (30) days of the initial notice of the dispute given by either Party, each Party irrevocably and unconditionally consents to the resolution of the dispute at a arbitration court or other appropriate forum.
19. GOVERNING LAW

20. COMPLIANCE WITH PRIVACY LAWS
20.1 Each Party agrees to comply with its obligations under the Applicable Data Privacy Law in respect of Personal Data obtained by or disclosed to it pursuant to this Agreement.
20.2 Each Party must only collect, use and disclose Personal Information for the purpose of fulfilling its obligations under this Agreement unless otherwise permitted under this Agreement. A Party must notify the other Party as soon as possible when it becomes aware of:
(a) A complaint alleging an interference with privacy;
(b) Any breach, or possible breach of this Article 20;
(c) In relation to any Personal Information collected and/or handled by any of the Parties in connection with this Agreement.

20.3 Customer acknowledges that Schneider Electric is a global company with legal entities, business processes, management structures and technical systems that cross borders. As such, Personal Data may be collected and stored on servers located in other countries including the United States and in addition Schneider Electric may share information about Customer within companies in other countries in which Schneider Electric does business for the purposes or uses outlined in Schneider Electric’s Privacy and Data Protection Policy.

21. ANTI-BRIBERY - CORRUPTION AND ETHICS
21.1 The Customer acknowledges that Schneider Electric is committed to eliminating all risk of bribery and corruption and influence peddling in its business activities. The Customer shall comply and take steps to ensure that its employees and representatives comply with Anti-Corruption Law of which the Customer acknowledges that it has full and complete knowledge. The Customer must immediately notify Schneider Electric of any suspected, or known, breaches of Anti-

unconditionally submits to the exclusive jurisdiction of the Singapore Courts and its appellate courts and waives any right to object to proceedings being brought in those courts for any reason, notwithstanding third-party notices or impleaders, multiple defendants and interim/summary proceedings.
22. EXPORT CONTROL COMPLIANCE
22.1 Neither Party shall comply with any foreign boycott laws or requirements, which are in violation of any federal or state law, rule, or regulation of Country.

22.2 Products, Services, Software and/or Projects provided by Schneider Electric under this Agreement 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 supply, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as “Deliverables”) under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

22.3 Unless applicable export license/s has been
obtained from the relevant authority and Schneider Electric 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.

22.4 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 Schneider Electric from fulfilling any of its obligations under the Agreement, or would in Schneider Electric’s judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled of its obligations under the, Schneider Electric shall be excused from all obligations under the Agreement.

22.5 Each Party shall execute and deliver to the other any documents as may be required to effect or evidence compliance of the export control provisions set out in this Article 22.

23. MISCELLANEOUS

23.1 Independent Parties

Nothing contained or implied in the Agreement will create nor constitute the creation or establishment of a relationship of partnership, joint venture or agency between the Parties, and neither Party has any 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 Schneider Electric from fulfilling any of its obligations under the Agreement, or would in Schneider Electric’s judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled of its obligations under the, Schneider Electric shall be excused from all obligations under the Agreement.

22.8 Each Party shall execute and deliver to the other any documents as may be required to effect or evidence compliance of the export control provisions set out in this Article 22.

22.3 Exports of weapons or associated goods and services, including software, to countries and persons that are subject to embargoes, trade sanctions, or other restrictions.

23.2 Force Majeure

(a) Except for the Customer’s payment obligations, a Party will not be liable to the other if performance of its obligations to the other Party is delayed, impeded or prevented by any act or event beyond the reasonable control of a Party, whether foreseen or not, which delays, interrupts or prevents such Party from performing its obligations under the Agreement or events occurring in or affecting Schneider Electric’s premises or business or those of its contractors and/or suppliers, which may disrupt the organisation or business activity of the Party (“Force Majeure”).

(b) Force Majeure shall include without limitation, act of God, lock-outs, strikes, illness, epidemic, pandemic, war, insurrection, riot, civil commotion, act or threat of terrorism, embargoes, lightning, earthquake, fire, flood, storm or extreme weather conditions, acts of God, force majeure, or any similar event beyond the control of a Party which may disrupt the organization or business activity of the Party.

23.3 Schneider Electric’s obligations under the Agreement will be excused in the event of any force majeure event.

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24. MISCELLANEOUS

24.1 Independent Parties

Nothing contained or implied in the Agreement will create nor constitute the creation or establishment of a relationship of partnership, joint venture or agency between the Parties, and neither Party has any 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 Schneider Electric from fulfilling any of its obligations under the Agreement, or would in Schneider Electric’s judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled of its obligations under the, Schneider Electric shall be excused from all obligations under the Agreement.

25. MISCELLANEOUS

25.1 Independent Parties

Nothing contained or implied in the Agreement will create nor constitute the creation or establishment of a relationship of partnership, joint venture or agency between the Parties, and neither Party has any 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 Schneider Electric from fulfilling any of its obligations under the Agreement, or would in Schneider Electric’s judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled of its obligations under the, Schneider Electric shall be excused from all obligations under the Agreement.

25.7 Force Majeure

(a) Except for the Customer’s payment obligations, a Party will not be liable to the other if performance of its obligations to the other Party is delayed, impeded or prevented by any act or event beyond the reasonable control of a Party, whether foreseen or not, which delays, interrupts or prevents such Party from performing its obligations under the Agreement or events occurring in or affecting Schneider Electric’s premises or business or those of its contractors and/or suppliers, which may disrupt the organisation or business activity of the Party (“Force Majeure”).

(b) Force Majeure shall include without limitation, act of God, lock-outs, strikes, illness, epidemic, pandemic, war, insurrection, riot, civil commotion, act or threat of terrorism, embargoes, lightning, earthquake, fire, flood, storm or extreme weather conditions, acts of God, force majeure, or any similar event beyond the control of a Party which may disrupt the organization or business activity of the Party.

26. MISCELLANEOUS

26.1 Independent Parties

Nothing contained or implied in the Agreement will create nor constitute the creation or establishment of a relationship of partnership, joint venture or agency between the Parties, and neither Party has any 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 Schneider Electric from fulfilling any of its obligations under the Agreement, or would in Schneider Electric’s judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled of its obligations under the, Schneider Electric shall be excused from all obligations under the Agreement.
condition, theft, malicious damage, lockout, industrial dispute (whether affecting the workforce of a Party and/or any other person) breakdown or failure of plant or machinery or machinery accident, rejection of parts during the manufacturing process, interruption or delay in the transportation or procurement of raw materials, power or components, or any other event outside the control of Schneider Electric, its contractors and/or its suppliers or act of any government or governmental agency including laws regulation or ordinance and proclamation.

(c) All such Force Majeure conditions preventing performance shall entitle Schneider Electric to an extension of the date of delivery of the Products and Software or completion of the Services and/or Projects by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

(d) If Schneider Electric is delayed in the supply of Products, Services, Software and Projects due to Force Majeure which continues for more than two (2) months, either Party may terminate the Agreement by written notice to the other Party.

23.3 No Solicitation
The Customer agrees that during the term of any Agreement and for a period of six (6) months after expiry of that Agreement, it will not solicit or hire directly or indirectly any employees that Schneider Electric used to provide any Services or Project under that Agreement to the Customer.

23.4 Assignment/Novation
Neither Party may assign nor novate any of its rights and obligations under the Agreement without the prior written approval of the other Party (such approval not to be unreasonably withheld or denied), provided that either Party may assign or novate its rights and obligations to a related body corporate of similar financial standing and has the ability to discharge its obligations under the Agreement.

23.5 Severability
If any provision of the Agreement, or the application thereof to any person, place or circumstance, will be held by a court or tribunal of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places or circumstances will remain in full force and effect.

23.6 Entire Agreement
For the purposes of each Agreement, the Agreement will form the entire agreement between the Parties and as such both Parties exclude all statements, representations, warranties, conditions, promises, undertakings, covenants and other provisions, express or implied (and whether implied by law or otherwise) relating to that Agreement.

23.7 No Third Party Rights
The Quotation or Agreement only generate rights and obligations between the Customer and Schneider Electric that issued the Quotation or entered into the Agreement. The Parties do not intend that any term of
these Terms and Conditions will be enforceable by any person, whether or not a beneficiary, shall have any legal or equitable right or benefit under this Agreement or the right to enforce any legal or equitable right or benefit it may have, if such person or party is not privy to or is not a Party to this Agreement.

23.8 Cumulative Remedies
Schneider Electric’s rights and remedies set out in these Terms and Conditions are in addition to and not exclusive of any rights and remedies provided by law.

23.9 Press Release
Neither Party shall issue any press release concerning Schneider Electric’s work without the other Party’s consent. Notwithstanding the foregoing, Schneider Electric may identify Customer as a client of Schneider Electric, use Customer’s name and logo and release and announcement regarding the award of the Agreement. Schneider Electric may generally describe the nature of the supplies/services in Schneider Electric promotional materials, presentations, case studies, qualification statements and proposals to current and prospective clients.

23.10 Waiver
A delay in exercising or failure to exercise a right or remedy under or in connection with the Agreement 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.

ADDENDUM FOR THE SUPPLY OF PROJECTS
In relation to Projects, the Terms and Conditions set out above are amended or supplemented as follows:

24. AGREEMENT ON SPECIFICATIONS AND PROVISION OF INFORMATION

23.6 Гээрээнүүл бүрэн байдал
Гээрээ тус бүр нь Талуудын хооронд байгуулагдсан бүрэн бүрэн гээрээ болох бөгөөд ийм урчилсан гээрээтэй холбогтоо ил болон далд хэлбэрээр (хууль болсон хэлбэрээр) илэрхийлсэн бусад бүх мадагдал, нотологүй, баталгаа, нөхцүүлд, амлалтууд, ууруугд, хэлэлцэрүүд нь хамааралгүй болно.

23.7Урвалдаг үлнээр хэвлэлийн саналдаа Schneider Electric нь Үйлчлүүлэгч ба Үйлчлүүлэгч үйлчлүүлэгчийн тэргүүлэл болохгүй болно. Алимдлаа, болохгүй болохыг өөрчлөөгүй болно.

23.8Эхрэхэрэгчэл хэрэгчэл
Энэхүү Нөхцлүүд нь заасан Schneider Electric-ийн хэвлэл болохгүй бөгөөд энэхүү Гэрээн нэмэгдэн үйлдэх эрхүүд болно.

23.9Гэрээн нэмэлээрийн мэдээ
Аль ч Тал нь нэгээ Талынхаа өвөрөлгөлтүүрээр Schneider Electric-ийн ажиллаж холбогтоод хувилсны мэдээ гарахгүй. Энэ залтаас үл хамааран Schneider Electric нь Үйлчлүүлэгчийнх нь хэрэгжүүлэх, Үйлчлүүлэгчийн нэр ба тухайн ашиглаган, Гэрээ болох мүнд харах зэрэг болохгүй. Гэрээ гээрээн нь үйлчлүүлэгчийн нөхцлүүд, үүргүүд, хэлэлцэрүүд нь хамааралгүй болно.

24. ТӨСЛИЙН НИЙЛҮҮЛЭЛТИЙН НЭМЭЛТ
Төсөлд нь хэрэгчийн хэрэгчийн хамаарал зөв дагуу гээрээн болно. Вэбсайтын нөхцлүүд бүрэн бүтэн болохгүй болно. Энэхүү Гэрээн нь Үйлчлүүлэгчийн нөхцлүүд, үүргүүд, хэлэлцэрүүд нь хамааралгүй болно.

24. ТЕХНИКИЙН УЗУУЛЭЛТҮҮД БА МЭДЭЭЛЛЭР
ХӨНГӨГ ГЭРЭЭ
24.1 If the Project involves preparing and reaching mutual agreement of Specifications with the Customer, Schneider Electric will work together with the Customer to prepare the necessary Specifications in accordance with the Timetable, or if there is no Timetable, within thirty (30) days of the Agreement’s entry into force or such other time as is agreed between the Parties. The Customer will review and either provide amendments or approve the Specifications within five (5) working days of receipt of the Specifications. In the absence of any written comments within five (5) working days, the Customer will be deemed to have approved the Specifications. Any changes to the approved Specifications will be considered a Variation in accordance with Article 26.

24.2 It is the Customer’s responsibility to provide Schneider Electric with any and all data required to determine the features of the Project, in particular, but not limited to, the functionalities required for the Project, installation and environmental conditions.

24.3 The Customer agrees to respond to any requests for further information or instructions from Schneider Electric within five (5) working days after the receipt of such request for further information or instructions by the Customer. If the Customer does not respond within that period (or such other period identified by Schneider Electric), Schneider Electric will have the right to claim an extension of time relating to the Customer’s failure to provide Schneider Electric with the necessary information.

25. DELAY AND EXTENSION OF TIME
25.1 Unless there is a Timetable specified in an Agreement, Schneider Electric will, if so requested by the Customer, submit a Timetable to the Customer for approval prior to commencing the supply of the Project Deliverables. Any Timetable submitted by Schneider Electric pursuant to Article 25.1 as requiring the Customer’s approval will be approved or commented on in writing by the Customer within five (5) working days after the receipt of such Timetable by the Customer. If the Customer does not respond within that period (or such other period agreed with Schneider Electric), it will be deemed to have approved the Timetable.

25.2 Schneider Electric will, at all times, take all reasonable steps to ensure that the Project Deliverables are supplied in accordance with the Timetable. If the supply of the Project Deliverables will be delayed by an act or omission of the Customer or by an event beyond Schneider Electric’s reasonable control, and the delay was not contributed to by Schneider Electric, Schneider Electric will promptly submit a claim to the Customer for an extension of time to the Timetable setting out the details of the cause of the delay, the activities affected and the extension of time needed. The Customer will, acting reasonably, consider Schneider Electric’s claim and grant the extension of time requested or such other mutually acceptable period of time as an extension to the Timetable. If the supply of the Project Deliverables will be delayed by an act or omission of the Customer or by an event beyond Schneider Electric’s reasonable control, and the delay was not contributed to by Schneider Electric, Schneider Electric will have the right to claim prompt extension of time requested or such other period agreed with Schneider Electric, it will be deemed to have approved the Timetable.

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25.4 The Customer agrees to respond to any requests for further information or instructions from Schneider Electric within five (5) working days after the receipt of such request for further information or instructions by the Customer. If the Customer does not respond within that period (or such other period agreed with Schneider Electric), it will be deemed to have approved the Timetable.

25.5 Schneider Electric will, at all times, take all reasonable steps to ensure that the Project Deliverables are supplied in accordance with the Timetable. If the supply of the Project Deliverables will be delayed by an act or omission of the Customer or by an event beyond Schneider Electric’s reasonable control, and the delay was not contributed to by Schneider Electric, Schneider Electric will promptly submit a claim to the Customer for an extension of time to the Timetable setting out the details of the cause of the delay, the activities affected and the extension of time needed. The Customer will, acting reasonably, consider Schneider Electric’s claim and grant the extension of time requested or such other mutually acceptable period of time as an extension to the Timetable.

25.6 The Customer agrees to respond to any requests for further information or instructions from Schneider Electric within five (5) working days after the receipt of such request for further information or instructions by the Customer. If the Customer does not respond within that period (or such other period agreed with Schneider Electric), it will be deemed to have approved the Timetable.

25.7 Schneider Electric will have the right to claim prompt extension of time requested or such other period agreed with Schneider Electric, it will be deemed to have approved the Timetable.
26. VARIATIONS
26.1 If the Customer wishes to alter, amend, omit, add or otherwise vary an Agreement or Timetable including suspend the delivery, it will issue Schneider Electric with a written Variation request (“Variation”). Schneider Electric will review the Variation request and provide a quote to the Customer setting out the cost of the Variation and the impact on the Timetable.

26.2 As soon as practicable after receipt of the quote from Schneider Electric, the Customer will either accept the quote by signing and returning it to Schneider Electric or reject the quote in writing. If the Customer and Schneider Electric are unable to agree upon the amount of the difference in cost or impact on the Timetable the provisions of Article 26.3 shall apply.

26.3 If the Parties can agree upon the Variation to the Timetable and the only outstanding item is pricing, the Customer may direct Schneider Electric to proceed with the Variation request on a Time and Materials basis in accordance with Schneider Electric’s standard schedule of rates. Unless Schneider Electric reaches agreement with the Customer under Article 26.2 or it receives a direction under this Article 26.3, Schneider Electric will not be required and is not obligated to proceed with the Variation request.

27. TECHNICAL SUPPORT DURING COMMISSIONING
27.1 Unless otherwise provided, Schneider Electric’s prices do not include the assembly or commissioning of the Project Deliverables or any batch of spare parts.

27.2 Whenever Schneider Electric’s technicians carry out any work at the Customer’s work site where the Project is installed, the Customer will be responsible for supplying the power sources, the handling or other equipment and the raw materials of any kind required for Schneider Electric to complete its services for Projects and fulfill its obligations under the Agreement.

27.3 Schneider Electric will be responsible for any adaptations to the Project Deliverables which may be required to ensure that it operates in compliance with the contractual terms, unless they are required due to the inadequacy of or a mistake in the information the Customer will either accept the

provided by the Customer, the relocation of the Project Deliverables or changes to its environment, in which case the Customer will be responsible for those adaptations. In such a case, the Customer shall be responsible and liable to pay Schneider Electric for the cost of such adaptations and the time spent by Schneider Electric, and Schneider Electric shall invoice the Customer for payment accordingly.

27.5 If the work carried out by Schneider Electric’s specialists at Site is delayed or prevented for reasons outside Schneider Electric’s control, the Customer shall be responsible and liable to pay Schneider Electric for the (wasted) travel and/or waiting time, and Schneider Electric shall invoice the Customer for payment accordingly.

28. TESTING AND ACCEPTANCE

28.1 For all Project Deliverables, the following provisions will apply:

(a) Schneider Electric will notify the Customer in writing when the Project Deliverables are ready to be submitted for Acceptance Tests and within ten (10) days after receiving such notice, the Customer, or Schneider Electric if applicable, will conduct Acceptance Tests on the Project Deliverables and advise the other in writing of whether the Project Deliverables have passed the Acceptance Tests or the Project Deliverables have failed the Acceptance Tests.

(b) If the Project Deliverables fail to pass the Acceptance Tests, the Customer must notify Schneider Electric in writing setting out details of the known defects in the Project and permit Schneider Electric, within a reasonable period of time taking into account the nature of the defects and the likely time it will take to remedy the defects, which period shall not be less than ten (10) working days, to correct the defects and resubmit the Project to the Customer to conduct Acceptance Tests again.

(c) If the Customer’s representative is unable to attend Acceptance Tests at Schneider Electric’s site notwithstanding reasonable notice, the Customer will be deemed to have waived its right to attend and the conclusions of the Acceptance Tests will be deemed to have been produced by both Parties and to be enforceable against the Customer.

(d) The Project Deliverables will be deemed accepted upon the occurrence of the earlier of:

(i) The date that the Customer gives written notice to Schneider Electric that the Project Deliverables have passed the Acceptance Tests; or

(ii) The date that is fourteen (14) days after completion of the Acceptance Tests, provided that during the fourteen (14) day period after completion of the Acceptance

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28.7 Schneider Electric shall invoice the Customer for payment accordingly.

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(i) The date that the Customer gives written notice to Schneider Electric that the Project Deliverables have passed the Acceptance Tests; or

(ii) The date that is fourteen (14) days after completion of the Acceptance Tests, provided that during the fourteen (14) day period after completion of the Acceptance Tests, Schneider Electric shall invoice the Customer for payment accordingly.
Tests the Customer did not notify Schneider Electric in writing of any defects in the Project Deliverables; or
(iii) The date the Customer makes commercial or operational use of the Project Deliverables other than for the purposes of conducting the Acceptance Tests.

29. CONTRACTUAL WARRANTY FOR PROJECTS

29.1 Provided a separate Project Deliverable warranty is indicated in the Agreement, then all Project Deliverables provided pursuant to the Addendum for the Supply of Project shall perform in accordance with the Specification agreed with the Customer for the Warranty Period defined in the Agreement.

29.2 For the avoidance of doubt where there is no reference to an additional warranty period for Project Deliverables in the Agreement then no specific Project Deliverable warranty shall apply, and the terms of Article 10 herein shall be applicable to the Project Deliverable.

30. LANGUAGE

30.1 This Agreement is made out in both English and Mongolian languages and both language versions being equally authentic. In the event of any inconsistence between the two language versions, the English language version shall be the binding version.

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хөгжүүлэлтүүд ээс аливаа доголдол илрүүлсэн тухай мэдээллийг Schneider Electric т бичгээр өгөгүй тохиолдол ээ нь уйлчилна.

(iii) Уйлчлүүлэгч нь Хүлээн авалтын түршингийн өөр зорилгоор Төслийн хөгжүүлэлтүүдийг арилжааны эсхүл ашиглалтын зорилгоор ашиглаж эхлэсэн өдөр.

29. ТӨСЛИЙН ГЭРЭЭНИЙ БАТАЛГАА

29.1 Гэрээнд Төслийн хөгжүүлэлтүүд баталгааг тусад нь гаргахаар заасан тохиолдолд Төслийн нийлүүлэлтийн Нэмэлт нийлүүлж буй бүх Төслийн хөгжүүлэлтүүдийг Гэрээнд заасан Баталгаа хугацаанд Уйлчлүүлэгчийн гарилгаан тохирохсон Техникийн зуулуултад хамаарах өстөй.

29.2 Гэрээнд Төслийн хөгжүүлэлтүүдэд хамаарах нэмэлт баталгаагаа хугацаанд хамаарах заалт байхгүй тохиолдолд Төслийн хөгжүүлэлт тодорхой баталгаа хийлээгүй бөгөөд энэ үед 10 дахь заалтын нөхцлүүдийг Төслийн хөгжүүлэлтэн хэрэглээнэ.

30. ХЭЛ

30.1 Энэхүү гэрээ нь англи, монгол хэл дээр хийдсэн бөгөөд хэл дээр хоёр хувилбар нь ижил хүчнэтэй байна. Хоёр хэл дээрх хувилбар хоорондоо зөрчилдөх тохиолдолд англи хэл дээрх хувилбар заавал дагаж мөрдөнө.

ТӨГСӨВ