

## General Purchasing terms & Conditions for International Transactions Schneider Electric Industries SAS (updated August 28, 2019)

### 1. GENERAL PROVISIONS - ACCEPTANCE

These standard terms of purchase (hereinafter the "Standard Terms") apply to all orders (hereinafter the "Order(s)") placed by Schneider Electric Industries SAS and/or one of its subsidiaries based in France, subject to any specific terms published by those subsidiaries (hereinafter "SEI") with any supplier based outside of France (hereinafter the "Supplier"), covering the purchase of any product, supply(ies), works and/or services (hereinafter the "Supply(ies)") to the extent that they are not amended or supplemented by the provisions of the Order or any special terms agreed by the Parties for the Order.

SEI is only bound to complete the purchase (and, accordingly, the Order placed with the Supplier is only valid) if the Supplier accepts all of the provisions of the Order. Moreover, if the Supplier commences the fulfilment of the Order, it will be deemed to have irrevocably accepted all provisions of that Order, including these standard terms.

For the purposes hereof, SEI and the Supplier are collectively referred to as the "Parties" and individually as a "Party".

The Supplier shall also examine all documents/drawings and any other information provided by SEI and the Supplier will report any mistake/omission/non-compliance that it may discover within ten (10) calendar days as of receipt of the Order. Failing to do so, within the allotted time, the Supplier shall bear all consequences of those mistakes/omissions at its own expense and risk.

### 2. FULFILMENT - DELIVERY - ACCEPTANCE PROCEDURE

Unless otherwise provided in the Order, the Supplies must be delivered according to the DAP incoterm (Incoterms ICC 2010, or carriage-paid for domestic sales) to the delivery address agreed in the Order. The contractual delivery date for the Supply(ies) corresponds to the date on which the goods must be delivered to and unloaded at the delivery address stated in the Order. That date constitutes a mandatory requirement and is an essential provision of the Order. The actual date of delivery is the date marked by the consignee's acceptance agent on the duly signed handover (or delivery) slip.

No early deliveries are permitted without SEI's prior written consent.

Where an acceptance procedure is required under the Order, this will generate, at the Supplier's initiative, a certification by SEI of its acceptance of the one or more Supplies, with or without reservations.

Unless otherwise authorised by SEI in writing and in advance, all components forming the Supply(ies) must be brand new and must comply with all requirements set out in the Order, including those regarding the materials to be used.

The Supplier may not make any changes to the parts used and/or add and/or remove components for the Supply(ies) without SEI's prior written consent.

### 3. LATE DELIVERIES - PENALTIES

If any Supplies are delivered or presented for acceptance late, for any reason other than a force majeure event or

wrongful conduct by SEI, the Supplier shall be liable to pay liquidated damages amounting to 0.5% (zero point five per cent) for each calendar day of delay, to be applied against the amount of the relevant Order, capped at 10% (ten per cent) of that amount. Once that cap is exceeded, SEI reserves the right to:

- Claim compensation for its actual losses, and
- Terminate all or part of the Order for breach by the Supplier, at any time, unilaterally and as of law (without prejudice to any damages that SEI may be entitled to claim); in which case the extent of the late delivery should be treated as an outright event of default by the Supplier.

### 4. ORDER CHANGES

#### 4.1 Changes by SEI

SEI may request changes to the amount or substance of the Supply(ies) at any time before delivery of the Supplies and the Supplier hereby accepts that principle. Any such changes will be recorded in an amendment to the Order negotiated between SEI and the Supplier setting out, where applicable, the new contractual delivery/acceptance date and the corresponding adaptations to the economic terms of the relevant Order. If the Parties fail to reach a written agreement on the terms of that amendment within fifteen (15) calendar days as of the request for changes submitted by SEI, the latter will be entitled to impose those changes and to apply any price adjustment it may deem reasonable, subject to the Supplier's rights to challenge such price adjustment as per article 19 hereto.

#### 4.2 Changes by the Supplier

The Supplier shall give SEI written notice of (i) any decision to stop manufacturing or selling the Supply(ies), and (ii) of any changes made to the Supply or the manufacturing thereof and, in particular, any changes affecting the process used (including any material changes made to the information systems used by the Supplier or its subcontractors), the procurement of critical components, the design of the Supply(ies) or the location of the production site(s), where such changes affect or could affect the technical specifications, regulatory compliance, useful life, reliability or quality of the Supply. The Supplier shall ensure that such written notice is received by SEI at least nine (9) months before the effective date of the discontinuance or the scheduled date of the implementation of those changes. SEI reserves the right to refuse any such change and, therefore, to terminate any on-going Order as per article 18.2 hereto. In any case, the Supplier remains fully liable for the compliance of the Supply(ies) to the relevant Order and for the consequences of any such changes.

### 5. PASSING OF RISK

Notwithstanding any control or acceptance procedures completed at the Supplier's premises, risk passes when the Supply(ies) are delivered in accordance with the provisions of Clause 2 above. However, if an acceptance procedure is provided for, the Supplier will remain liable for the risks associated with the Supply until SEI has issued an acceptance certificate without reservations.

Unless otherwise provided in the Order, the Supplies are transported at the Supplier's risk.

## 6. MARKING, PACKAGING AND DOCUMENTATION

### 6.1. CE Marking

The Supplier shall comply with the provisions of Regulation EC 765/2008, decision 768/2008/EC and the harmonised EN 50581 standard and all associated implementing legislation, including the manufacturer's obligation to issue a declaration of conformity and retain proof of conformity in the form of appropriate technical documents.

### 6.2. Packaging

6.2.1 The Supply(ies) must be delivered in packaging that is suitable for that type of Supply(ies) and which provides adequate protection, in particular against the risk of bad weather, corrosion, vibrations, loading or unloading accidents and the constraints of carriage and storage operations, to ensure their proper preservation. Packaging shall comply with standard industry practice and any specifications set out in the Order. Packaging is not provided on a consignment basis, unless otherwise provided. If provided on a consignment basis, packaging must be returned at the Supplier's expense.

6.2.2 The packaging used for the Supplies shall meet the requirements set out in applicable EU directives and regulations and those set out in applicable statutory and regulatory provisions of domestic law.

6.2.3 The Supplier shall provide upon request of SEI or any control officers a written declaration of compliance for the packaging used, covering all packaging from the packing station until the point of sale.

### 6.3 Documentation

The Supply shall be delivered along with the documentation required for its use, maintenance and servicing and, where applicable, with any other documentation required under the Order and/or applicable standards.

## 7. CONTROLS, AUTHORISATIONS AND CERTIFICATIONS

The Supplier is responsible and liable for checking and certifying the compliance of the Supply(ies) with the applicable terms, as stated in the Order specifications and as required by SEI in other documents connected to the Order, and the Supplier represents that it is fully aware thereof. No controls carried out by SEI before, during or after delivery/ acceptance may be construed, in any circumstances whatsoever, as releasing the Supplier from that liability.

The Supplier is solely responsible for obtaining all authorisations and certifications required in connection with the design, manufacturing, carriage, installation, inspection and testing of the Supply(ies), from any appropriate administrative authorities.

## 8. SHIPMENT

When a Supply is shipped, the Supplier shall simultaneously send a copy of the consignment note to SEI, by post or using any other method agreed by the Parties, specifying the reference numbers and date of the Order and the number of parcels and containing an accurate description of the shipped Supply(ies). The original consignment notes, the certificates of compliance and the control certificates must travel with each parcel shipped.

## 9. REJECTED GOODS

SEI shall inform the Supplier of any rejected Supply(ies), failing to comply with the specifications set out in the Order

and/or agreed by the Parties elsewhere in connection with the Order. Any rejected Supply(ies) will be deemed undelivered/unaccepted Supply(ies) and must be collected by the Supplier, at its own expense, within forty-eight (48) business hours of receipt of the rejection notice. Failing this, the rejected Supply will be returned to the Supplier at its own expense and risk. Where a Supply is rejected, SEI may ask the Supplier to replace the Supply as swiftly as possible and, in such a case, SEI may charge the liquidated damages set out in Clause 3 above as from the date of delivery originally agreed in the Order.

## 10. INVOICING

A single original of all invoices must be sent to the invoicing address stated in the Order. Each invoice shall state the references used by SEI and those of the corresponding Order and comply with the provisions of SEI's invoice charter which is available at the following website: (<http://www2.schneider-electric.com/documents/sustainable-development/wholesale-suppliers/Schneider-Electric-invoice-charter-view-fr.pdf>).

Unless otherwise expressly agreed by SEI, a separate invoice must be issued for each Order and each invoice must contain a description of the invoiced Supply and the unit prices and amounts delivered.

SEI reserves the right to suspend the payment of any invoice failing to comply with the applicable regulatory provisions and/or the provisions of this Clause. SEI will issue a debit note or an invoice to the Supplier for any discrepancies in the amount or quality of the Supply(ies) delivered or the price invoiced. The Supplier may challenge such debit note or invoice within forty-five (45) calendar days of issue and, if not challenged in a written notice within that period of time, such debit note or invoice will be deemed accepted and Supplier shall then issue the corresponding credit note or make the corresponding refund within five (5) business days.

## 11. PRICES AND PAYMENT TERMS AND CONDITIONS

Unless otherwise provided in the Order, the prices set out in the Order are binding, non-adjustable, inclusive of delivery and packaging costs and all other costs, expenses, disbursements and taxes connected to the Supply.

Unless otherwise provided in the Order, all payments shall be made within sixty (60) days of the invoice date (net 60 days).

The payment of any amounts corresponding to any debit notes issued by SEI for the Order will be suspended until SEI has received the corresponding credit note.

SEI may elect to pay the Supplier directly or through Boissière Finance, the company managing Schneider Electric group's cash pooling arrangements, which has been authorised by SEI to pay its suppliers on its behalf.

If the payment is made by Boissière Finance, the latter shall, in no circumstances whatsoever, be considered, as taking over SEI's rights and obligations towards the Supplier under the Order. Accordingly, the Supplier may not make any valid claim or take any valid action against Boissière Finance in connection with the Order, its fulfilment or the consequences arising therefrom.

If SEI fails to pay on time, due to any reason that is not attributable to a force majeure event or to the Supplier and/or any third party other than the Supplier's subcontractors, SEI shall be liable to pay late payment

interest to the Supplier at three (3) times the legal interest rate, plus the fixed debt collection fee prescribed in the applicable French decree.

The Supplier represents that it is responsible for all risks and unforeseeable consequences arising from any change in circumstances, of any kind and on any basis whatsoever, occurring during the term of the Order. Accordingly, the financial and other terms and conditions of that Order will remain binding even in the event of an unforeseeable change in circumstances as defined in Article 1195 of the French Civil Code (*Code Civil*) and the Parties expressly agree that the provisions of that Article do not apply to the Order.

## 12. ASSIGNMENT OR SUBROGATION OF RECEIVABLES, RIGHTS AND/OR OBLIGATIONS ARISING FROM THE ORDER/SUBCONTRACTING

12.1 The Supplier undertakes not to assign or transfer all or part of the receivable arising from the Order, unless:

- to a duly registered financial institution (i) with a rating of at least BBB (Standard & Poors rating) or Baa3 (Moody's rating) or equivalent rating from another internationally recognized rating Agency or (ii) internationally recognized, subject to SEI prior written approval and,
- The Supplier gives SEI's Accounts Payable Department (*Service Comptabilité Fournisseurs*) prior written notice of at least thirty days (30) calendar days. That prior notification procedure must also be used for any invoice factoring agreements and must provide relevant details including its termination, expiry date or amendments thereto).

Subject to the provisions set out above which only apply to the transfer of the corresponding receivable, the Supplier undertakes not to assign/transfer all or part of the rights and/or obligations arising from the Order without SEI's prior written authorisation.

### 12.2 Subcontracting

The Supplier shall not subcontract all or part of an Order, within the meaning assigned to this term in Article 1 of the French Subcontracting Act of 1975, unless it has obtained SEI's prior written approval. SEI reserves the right not to approve the subcontractor proposed by the Supplier. If the Supplier subcontracts all or part of an Order without SEI's prior written consent, SEI reserves the right to unilaterally terminate the Order for cause and without prejudice to any claim for damage.

## 13. MOULDS, EQUIPMENT AND TESTING TOOLS (hereinafter the "Equipment")

Any Equipment specifically ordered for the fulfilment of the Order becomes the exclusive property of SEI as soon as it has been made and may only be used by the Supplier to perform Orders placed by SEI. If that Equipment is stored at the Supplier's premises, it must be labelled with an SEI ownership plate and must be immediately returned to SEI, in good working order, if requested in writing. The Supplier is responsible, at its own expense, for servicing the Equipment and for routine repairs. The Supplier is responsible for the custody and preservation of the Equipment, at its own risk, and must ensure that the Equipment is properly covered by its own insurance policies.

If a loss occurs, the Supplier shall restore the Equipment to its original condition, at its own expense and as swiftly as possible, unless the Equipment is found to be unrepairable, in which case it shall compensate SEI for its

fair market value, which may not be less than 25% of its replacement value.

## 14. CONTRACTUAL WARRANTY

### 14.1. Proper working order

The Supplier will be free from any defect in design, workmanship and/or materials for a period of twenty-four (24) months commencing on the date of delivery or acceptance. Accordingly, if SEI or its own customer discovers a defect in or problem with the Supply, the Supplier undertakes to correct, repair or replace the Supply, at its own expense and in its current setting (also covering any staff travel expenses and any disassembly/reassembly costs) so that it operates in compliance with the provisions of the Order and in the manner required for its intended use, in all respects.

If a claim is made under this warranty and the Supplier fails to correct or replace the defective Supply within a reasonable period,

Taking into consideration the constraints faced by SEI or its own customer, SEI reserves the right to correct or replace it directly or through any third party, acting in the place and stead of the Supplier and at the Supplier's own expense and risk.

Any service provided and/or part replaced/corrected/repared under this warranty will in turn be covered by this warranty for a period of twenty-four (24) months on the terms and conditions set out above. This warranty covers all parts/services other than those treated as consumables, with a useful life of less than twenty-four (24) consecutive months.

### 14.2. Spare part Supply(ies)

The Supplier undertakes to supply all spare parts for a period of ten (10) years, commencing on the date of the delivery/acceptance of the Supply.

## 15. INTELLECTUAL PROPERTY

The Supply(ies), including the "Results" (defined as all deliverables, findings, inventions, know-how, software and intellectual works designed or developed as part of the Supply/services and all associated intellectual property rights), ordered by SEI become the exclusive property of SEI in consideration for the payment of the agreed price.

Accordingly, the Supplier shall:

- assign to SEI, as and when created, all of the Results and all of the corresponding intellectual/industrial property rights including, in particular but without limitation, (i) the right to use the Results in any place, for all purposes and for an unlimited number of users, (ii) the right to reproduce as many copies of the Results as SEI deems fit, on any type of medium and using any means, now known or hereafter devised, (iii) the right to display the Results, using any processes now known or hereafter devised and/or on any type of medium, free of charge or against payment, (iv) the right to adapt and/or modify all or part of the Results directly or using any third party of its choice, and (v) the right to directly or indirectly sell and/or distribute all or part of the Results, free of charge or against payment, in any form, using any means and on any type of medium;
- provide to SEI, on request, the source and object programs/codes for the software forming part of the Results and any associated documentation;
- not file any application to register any industrial property rights in the Results and acknowledges that SEI is the only person authorised to take the necessary

steps to establish and protect its rights in the Results. Accordingly, the Supplier undertakes to provide SEI with such assistance as it may require to allow it to protect, defend and exploit the Results;

- not directly or indirectly exploit the Results, in any manner whatsoever, for any purpose other than the fulfilment of the Order.

The rights assigned under this clause are assigned worldwide, for the entire period of statutory protection afforded to the intellectual property rights in the Results, and in accordance with French and foreign legislation and any international agreements applicable in that respect.

The Supplier shall hold SEI and all other companies belonging to the Schneider Electric group, harmless from and against any and all legal action taken by third parties based on (alleged or established) acts of infringement and/or claiming intellectual property rights in the Supply(ies) and/or Results delivered in fulfilment of the Order. If such action is taken against a Schneider Electric group company, the Supplier shall cover in full all damages and legal costs (including the fees charged by advisers and lawyers) that SEI may bear, without prejudice to SEI's right to terminate the Order as of law and without any further formality or compensation., five (5) calendar days after formal notice with which the Supplier fails to comply.

#### 16. CONFIDENTIALITY - PUBLICITY

Any information and/or data (hereinafter the "Confidential Information"), of any kind whatsoever (including, but not limited to, financial, technical and/or commercial information and/or data) and/or on any type of medium whatsoever, shared between the Parties or to which a Party may have access for the purposes of an Order, must be treated as strictly confidential and used exclusively for the fulfilment of the Order, to the exclusion of any other uses. Any Confidential Information provided by SEI will remain the property of SEI and/or a Schneider Electric group company. Any disclosure of Confidential Information by SEI may not be construed, in any circumstances whatsoever, as expressly or impliedly granting the Supplier any type of right to use or any type of title to the materials, inventions and/or discoveries covered by that Confidential Information. No Confidential Information may be disclosed to a third party without SEI's prior written consent, it being agreed that if such a disclosure is authorised, the Supplier shall procure that the said third party complies with this confidentiality undertaking and shall be liable to SEI therefore.

Unless otherwise expressly agreed in advance by SEI, the Supplier may not mention the existence of its commercial relationship with SEI to third parties or present all or part of the Supply(ies) or Results produced in accordance with or on the basis of the Confidential Information supplied by SEI and may not use the trademarks, logos and other distinctive signs owned by SEI. If the Supplier fails to fulfil any obligation set out above, SEI may terminate the Order as of law and without any further formality or compensation.

#### 17. INSURANCE

The Supplier undertakes to provide SEI, on request and, in any case, within ten (10) days of the commencement of the Order fulfilment process, with all certificates of insurance to be issued by its insurers, covering to a reasonable extent the risks associated with the fulfilment of the Order and, in all cases, for a minimum insured

amount of € 5,000,000 (five million Euros), and to obtain, at its own expense, any reasonable additional cover that SEI deems necessary based on the risks associated with the fulfilment of the Order.

#### 18. TERMINATION

18.1 SEI may unilaterally terminate the Order as of law and without any right for the Supplier to claim any compensation whatsoever in that respect and without prejudice to any damages that SEI may subsequently be entitled to claim, in the following cases:

- Fifteen (15) calendar days after sending formal notice to proceed the Supplier fails to comply with, in the event that (i) the Supplier has failed to fulfil any of its obligations under the Order and (ii) in any other cases of termination provided for in these Standard Terms.
- With immediate effect, in the event of the following:
  - Dissolution or compulsory or voluntary winding-up, subject to statutory provisions in force,
  - A situation of force majeure, if the relevant effects last for more than six (6) weeks,
  - Late delivery penalties exceeding the contractual cap, following a failure to meet contractual deadlines, or
  - Rejection in accordance with the provisions of Clause 9 above.

18.2 SEI may terminate an Order, at any time and without any need to show a breach by the Supplier (termination for convenience), by giving prior written notice of three (3) months and paying, as a full and final settlement, (i) the price of any compliant Supply(ies) delivered before the end of the notice period, and (ii) all irrecoverable costs already incurred by the Supplier before the date of its termination and directly related to the Order, provided that those costs are duly established and evidenced.

#### 19. DISPUTES - GOVERNING LAW

The Order is governed by French law, to the exclusion of the provisions of the Vienna Convention dated 11 April 1980 on contracts for the international sale of goods and without regard to its conflict-of-laws provisions. Any dispute that may directly or indirectly arise from (i) the interpretation, validity, performance or end (expiry or termination for any reason whatsoever) of the Order or any matters or issues arising in connection therewith, (ii) the current or past commercial relationship between the Parties, that the Parties fail to settle out of court within thirty (30) days of the initial notice of the dispute given by either Party, will be subject to the exclusive jurisdiction of the Paris Commercial Court (*Tribunal de Commerce de Paris*), notwithstanding third-party notices or impleaders, multiple defendants and summary proceedings.

#### 20. SUSTAINABLE DEVELOPMENT, ENVIRONMENT, ETHICS AND COMPLIANCE

20.1. The Supplier undertakes to adhere to and comply with the principles and guidance of the ISO 26000 "Guidance on Social Responsibility" international standard. The basic principles of ISO 26000 are available at [http://www.iso.org/iso/fr/discovering\\_iso\\_26000.pdf](http://www.iso.org/iso/fr/discovering_iso_26000.pdf). The Supplier undertakes to comply with the rules set out in ISO 14001.

The Supplier is also informed that the energy performance of the Supply was taken into account during SEI's selection process (in accordance with ISO 50001).

**20.2.** The Supplier undertakes, in particular to ensure a completely safe use of the Supply(ies), to comply with all laws and regulations in force at the time of the Order or that come into force on or before the date of delivery of the Supply(ies), including both national provisions applicable at the place of manufacturing, transit or delivery (as stated in the Order), and EU provisions, in particular REACH (EC 1907/2006), RoHS (EU 2011/65), F-Gas (EU 517/2014), Ozone Depleting Substances (EC 1005/2009), their annexes, subsequent amendments and implementing legislation.

Under the foregoing, the Supply(ies) may not contain any hazardous substances exceeding the prescribed thresholds unless a valid exemption applies. If an exemption is used, this must be reported to SEI using the procedure set out below.

SEI may not accept the Supply(ies), as defined in Clause 2 above, until the Supplier has provided the declarations of substances based on the IEC62474 list (covering, at the very least, REACH and RoHS substances) for all the Supply(ies) and updated material safety data sheets for the materials and preparations, by sending them directly to [fr-environment-compliance-mfr@fr.schneider-electric.com](mailto:fr-environment-compliance-mfr@fr.schneider-electric.com), declaring them via BOMcheck (<https://www.bomcheck.net/>), or if requested by SEI, within no more than twenty-one (21) days.

In accordance with SEI's substances policy designed to eliminate substances of very high concern (SVHCs) from SEI's products, the Supplier undertakes:

- to ensure that none of the Supply(ies) contain any of the substances listed in Annex XIV to the REACH regulation after the relevant sunset date;
- not to use the said substances in the Supply(ies) to the extent possible and, at the very least, to report them to SEI in accordance with the procedure referred to above and to launch a replacement programme in partnership with SEI.

On request, the Supplier shall provide SEI with all required supporting documents (including laboratory test results, as recommended in EN 50581:2012) during the statutory retention period.

**20.3.** As regards the disposal and treatment of waste electrical and electronic equipment and end-of-life batteries and accumulators and the financing thereof, the Supplier undertakes to inform SEI of the obligations arising under EU legislation and regulations (Directives 2012/19/EU, 2006/66/EC and 2013/56/EU in particular and their implementing legislation) and the legislation and regulations applicable in the country of delivery on the date of purchase and any known developments occurring on or before the date of delivery.

**20.4.** The Supplier undertakes to inform SEI of any Conflict Mineral substances found in the Supply(ies) and their country of origin, in accordance with the requirements of the US Dodd-Frank Act of 2010 and/or any other legislation with the same purpose.

**20.5.** The Supplier shall indemnify SEI from and against any costs, damage and losses sustained by SEI and/or awarded against it following third-party claims, as a consequence of Supplier's failure to comply with one of the provisions of this Clause 20.

**20.6.** The Supplier shall also comply with the ethics and anti-bribery/corruption policies implemented and monitored by SEI, as referred to or deriving from SEI

Principles of Responsibility (<http://www2.schneider-electric.com/documents/sustainable-development/sustainable-governance/principles-of-responsibility-2013.pdf>) and in the Responsible Business Alliance (RBA) Code of Conduct that Supplier declares well known to it:

<http://www.responsiblebusiness.org/standards/code-of-conduct/>

If the Supplier fails to fulfil any obligation described above, SEI may unilaterally terminate the Order without any further formality or compensation fifteen (15) calendar days after formal notice with which the Supplier fails to comply.

## 21. INSPECTION/AUDIT

SEI reserves the right to conduct, directly or through any representative duly authorised by SEI, any inspection of the Supply(ies) subject to reasonable prior notice, including at the premises of the Supplier or its main subcontractors. Such inspection shall be conducted during the normal opening times of the Supplier/those subcontractors (or at any time in the event of an emergency), in order to: (a) examine the Supplier's procurement records; (b) inspect, in any manner, the works and/or services making up the Supply, in the process of being made; (c) inspect, in any manner, the quality, manufacturing and test data for the Supply(ies); and (d) inspect, in any manner, the Supplier's actual compliance with its undertakings under the Order and these Standard Terms. If the Supplier fails to fulfil any obligation described above, SEI may unilaterally terminate the Order without any further formality or compensation fifteen (15) calendar days after formal notice with which the Supplier fails to comply.

## 22. EXPORT CONTROL AND ORIGIN OF SUPPLIES

**22.1** The Supplier acknowledges and agrees to comply with the export and re-export controls regulations, ordinances and laws in any jurisdiction from which the Supply(ies) is exported or the Services are provided. Supplier agrees to obtain all necessary export and re-export permits or licenses at the Supplier's expense to meet SEI's delivery requirements. The Supplier shall supply SEI with any and all information regarding any applicable export controls classifications of the Supply(ies) procured by Supplier under this or any subsequent agreement within five (5) working days from the receipt of the relevant Order. The Supplier shall indemnify SEI against all liability, losses, damages, and expenses (including reasonable attorney's fees) resulting from the Supplier's non-compliance or violations of such export and re-export controls regulations.

**22.2.** For Harmonized System (HS) Tariff Codes of the Supply(ies), the Supplier undertakes to provide SEI with a written declaration for all of the Supply(ies) confirming the HS Tariff codes of the Supply(ies) under customs laws before their delivery. The Supplier will report to SEI any changes in the HS Tariff codes of the Supply(ies).

**22.3.** For origin of the Supply(ies), the Supplier shall provide SEI before delivery with a written declaration confirming the origin of the Supply(ies) under customs laws, If the Supplier is domiciled in a Member State of the European Union, it must provide SEI with a long-term declaration in accordance with Regulation (EU) No. 2447/2015 for all Supply(ies) complying with the rules of origin governing preferential trade with the EU delivered

regularly and for a long period of time. The Supplier shall report to SEI any changes in the origin of the Supply(ies).

**22.4** Data and information referred to in this article 22 shall be directly to: Declaration-Fournisseurs-FR@schneider-electric.com). If the Supplier fails to fulfil any obligation described above, SEI may terminate the Order by operation of law and without any need for any other formality, fifteen (15) calendar days after formal notice with which the Supplier fails to comply.

## **23. MISCELLANEOUS**

### **23.1** No joint and several liabilities

The Parties expressly agree that there are no joint and several liabilities between SEI and its subsidiaries or between its subsidiaries themselves may be inferred from the existence of these General Purchasing terms & Conditions. If a subsidiary of SEI places an Order to and/or enters into any contract with the Supplier, this will not generate any right for the Supplier against SEI and/or any subsidiary of SEI that is not a party to that Order or contract

### **23.2** Data Privacy

Each Party will process professional contact details and adequate information from employees or other representatives of the other Party in the framework of a Customer-Supplier relationship and for the exclusive purpose of performing this Agreement. In doing so each Party, as a Data controller, shall comply with applicable laws on the protection of personal data, including the EU General Data Protection Regulation (GDPR).

In addition to the above and in case the performance of the Order may involve processing by either Party of personal data relating to the other Party's employees, customers, or users of such other Party's products, equipment, software or services, in particular within the meaning of EU Directive known as "GDPR", the Parties will enter into a specific and appropriate addendum considering their respective obligations under any applicable data protection laws and regulations.