

Standard Terms and Conditions of Sale

1. Contract Terms

These Standard Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Products or Services by the legal entity procuring such Products or Services ("Purchaser") from the legal entity of the Schneider Electric division that provided the proposal or is selling the Products and Services ("SE"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and SE, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of SE terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized SE representative.

2. Prices

Unless otherwise stated in an applicable quotation or proposal, all prices are subject to change without notice. In the event of a net price change and unless otherwise agreed to in writing, prices for orders scheduled for immediate release shall be those in effect at time of order entry. Prices for orders placed for future shipment without an agreed price and ship date will be billed at the pricing in effect as of the shipment date. All clerical errors are subject to correction

Services Assumptions: SE's work estimates are based on work performed during normal work hours (8 hours) between the hours of 06:00 and 18:00 local time, Monday to Friday, holidays excepted. Unless specified in writing the following are chargeable in addition to base rates: overtime or premium hours, travel costs, specialized tools and test goods, utility shutdowns, any delays or site issues not caused by SE, additional trips for postponement or delay. No on-site orientation, safety training, work required for site specific requirements is included in a quotation unless expressly specified by SE. Current rates are in SE's then current SE Field Services Demand Labor Rates document. Field specialists bill a 4-hour minimum charge for travel where Services are performed in less than 4 hours, and an 8-hour minimum charge for Services otherwise.

3. Taxes

Unless otherwise set out in SE's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by SE. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. SE is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless SE furnishes the Purchaser at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.

4. Terms of payment

Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. Invoices for pro-rata payments become due on the date of shipment. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products and Services completed to date will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when SE was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If completion of Services is delayed more than 30 days after originally scheduled delivery date and not caused solely by SE, SE reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to SE's other lawful remedies, SE reserves the right to suspend or cancel the PO. If Purchaser fails to pay SE for the Products and Services, SE reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Services and Purchaser consents to such filings and registrations.

5. Delivery and Schedule

Dates for delivery, schedule, or execution for Services or Products set out on a Purchase Order are subject to confirmation by SE and until such confirmation may change solely based on SE's circumstances. All confirmed dates are based on the prompt receipt by SE of all required information enabling achievement of such dates and SE reserves the right to change such dates in the event additional information is necessary or other information was not provided.

DISCLAIMER: The Purchaser 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 SE'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 SE (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of SE's (or its subcontractors') employees. The Purchaser therefore recognizes that such circumstances shall be considered as a cause for **excusable delay** not exposing SE to contractual sanctions including without limitation, delay penalties, liquidated or other damages or termination for default.

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6. Risk of loss

Unless otherwise specifically agreed by the Parties, the Products are delivered Ex Works (Incoterms 2010) and the risk of loss or damage shall pass to the Purchaser upon collection of the Products by the first carrier at SE's premises, plants or warehouses. Delivery of Products by SE will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order. Title passes on full payment.

7. Substitutions

SE may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. SE assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.

8. Shortage

Claims for shortages or errors must be submitted to SE within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.

9. Installments

SE reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.

10. Force Majeure

SE will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of SE, or which SE could not reasonably foresee or reasonably provide against, and which prevents SE from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout or other industrial disturbance whether at SE or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery accordingly. SE reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.

11. Standard Warranty

SE warrants:

- (a) Products manufactured by SE under its own brands and supplied by SE as part of the Purchase Order, if any, against defects in material and workmanship of those Products arising under normal use for a period of 12 months from the date of commissioning or 18 months from the date of shipment from SE, whichever occurs first.
- (b) Services performed by SE's personnel as part of the Purchase Order, if any, will be performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry for a period of 12 months from the date of invoice.

Exclusive Warranty Remedies: In the event of any warranty covered defects or deficiencies in Products in subsections (a) above, or Services in subs. (b) above, the sole and exclusive obligation of SE shall be to re-perform the Services, or repair or replace the defective Products or part of the Products, at SE's sole discretion. Such warranty coverage is contingent on Purchaser providing prompt notification to SE once such defect or deficiency is reasonably apparent to Purchaser.

Exclusions & Limitations: This warranty shall not apply (a) to Products not manufactured by SE, (b) Services not provided directly by SE, (c) to Products or Services that has been repaired or altered by anyone other than SE so as, in SE's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Products or Software; or (e) to Products or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond SE's control, or improper any non-SE operation, maintenance or storage, or to other than normal use or service. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. THESE WARRANTIES, CONDITIONS, AND 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, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SE, SE SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SE TO PURCHASER.

Non-SE Products or Services: With respect to Products not manufactured by SE, or Services provided by non-SE

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providers, the warranty obligations of SE shall in all respects conform and be limited to the warranty actually extended to SE by such non-SE supplier.

12. Return of Products

No Products may be returned without first obtaining SE's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach SE without damage and labeled with the return authorization number. For any returns, SE will be pay the carrier and deduct the freight charges from the credit unless if returns result from SE error, freight charges will be paid by SE. Any cost incurred by SE to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. SE Products, which are listed in the current product list as returnable and which are accepted for credit, not involving a SE error, shall be assessed a restocking fee of 25% of the invoice price.

13. Intellectual Property

SE retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and Services and work product relating to these. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by SE, SE shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if SE is notified promptly in writing and given authority, information, and assistance at SE's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, SE shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. SE will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of SE for patent, trademark or copyright infringement, and in no event shall SE be liable if any infringement charge is based on the use of SE Products for a purpose other than that for which it was sold by SE. As to any Products or Services furnished by SE to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify SE against any award made against SE for patent, trademark, or copyright infringements.

14. Software

Any software or computer information, in whatever form that is provided with Products manufactured by SE or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of SE or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. SE does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, SE will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. SE shall have no other obligation to provide updates or revisions.

15. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SE FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO SE FOR THE WORK GIVING RISE TO A CLAIM.

16. Insurance

SE shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as SE deems appropriate in accordance with industry practice. Certificate of insurance evidencing this may be provided on request.

17. Import and Export

Purchaser agrees that all Products and Services require proper compliance with import and export laws and

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administrative requirements including the payment of all associated duties, taxes and fees.

18. Health and Safety Compliance

SE employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by SE, Purchaser or otherwise, that in such SE employees' sole opinion has not been placed in an electrically safe working condition. Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Purchaser shall inform SE of: (a) Known hazards, or reasonably foreseeable hazards, that are related to SE's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of SE personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Purchaser's operation, process and safety systems. Any hazardous materials requiring remediation in SE's sole opinion will be separately chargeable to Purchaser and will be a condition precedent to SE's performance of such Services.

19. Witness of Tests & Factory Inspections

Normal production schedules do not provide the opportunity for Purchaser to witness routine factory tests on Products or make factory inspections. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which SE will not be responsible and which may result in additional charges and delayed scheduling to Purchaser. Witness testing and factory inspections must be requested at time of quotation, are subject to additional costs and must be confirmed at Purchase Order entry. Standard SE factory testing and inspection will apply. SE will notify Purchaser fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Purchaser is unable to attend, the Parties may mutually agree on a rescheduled date. However, SE, at its sole option, may consider the witness tests or inspection waived, and ship and invoice the Products and the witness testing charges. Purchaser will be responsible for paying for all scheduled witness testing, whether or not Purchaser attends.

20. Patterns and Tools

Notice will be given if special patterns or tools are required to complete any Purchase Order. Charges for such patterns or tools do not convey title thereto or the right to remove them from SE's plant. If patterns or tools are not used for a period of two years, SE shall have the right to scrap them without notice.

21. Nuclear Applications

Unless otherwise agreed in writing by a duly authorized representative of SE, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, SE disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies SE against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

22. Nature of Relationship

Purchaser agrees that SE is an independent contractor and nothing in these Conditions of Sales creates between SE and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

23. Termination

Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to SE and upon payment of reasonable and proper termination charges based on the price of the terminated Purchase Order and reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit. Special or custom ordered Products is not cancelable after final acceptance OR approval OF drawings for the commencement of manufacturing.

24. Cancellation

SE shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

25. Amendments

No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

26. Applicable Laws

All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the jurisdiction in which the applicable SE entity is located, excluding such jurisdiction's rules regarding



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conflicts of laws and the provisions of the *United Nations Convention on Contracts for the International Sale of Goods*. SE agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever.