

1. GENERAL PROVISIONS - CONCLUSION OF CONTRACT

- 1.1** The acceptance of the purchase order by the Supplier (hereinafter referred to as the “Supplier”) constitutes acceptance of these General Purchasing Terms and Conditions (“GPTC”), which govern the contractual relations between a German company of Schneider Electric Group (hereinafter referred to as “Schneider Electric”) and Supplier, subject to the provisions of the specific terms of the order for product, supply, works and/or services as set out in Schneider Electric’s purchase order (“Order”) and to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. For purposes hereof, Schneider Electric and the Supplier are collectively referred to as the “Parties” and individually as a “Party”. The purchasing terms and conditions of Schneider Electric shall also apply if Schneider Electric accepts deliveries or services from the Supplier without reservation in full awareness of contradictory or deviating terms and conditions of the Supplier and/or does not expressly reject their validity.
- 1.2** The Parties agree that Schneider Electric’s procurement commitment (i.e. the validity of the Order placed with the Supplier) is dependent on the Supplier’s acceptance of all provisions of the Order including these GPTC.

2. DELIVERY – ACCEPTANCE OF DELIVERY

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

3. LEAD-TIMES – LIQUIDATED DAMAGES

In the event of delays in delivery or acceptance, which are not attributable to:

- (a) An event beyond the control of a Party (or any person acting on its behalf), which by its nature could not have been foreseen by such Party (or such person), or if it could have been foreseen was unavoidable and for which the Supplier is not responsible, including acts of God, epidemics, pandemics, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources (“an Event of Force Majeure”); or
- (b) For which the Supplier is not responsible otherwise;

the Supplier shall owe liquidated damages for delay calculated on the total net amount of the delayed Supply in the amount of 1% per calendar week of delay up to a maximum of 5% of this amount. The Supplier has the right to show that no damage was incurred by Schneider Electric or that the damage was lower than set out above. Over and above this maximum limit, Schneider Electric reserves the right:

- (c) To claim its actual damage from the Supplier within the framework of a claim for damages; and
- (d) To cancel the Order in full or in part (without prejudice to any claims for damages).

The claim for liquidated damages due to the delay will be set off against further claims for damages.

4. MODIFICATIONS

- 4.1** Schneider Electric may request changes to the amount or substance of the Supply at any time during the Order fulfilment process and the Supplier hereby accepts that principle. Any such changes must be recorded in an amendment negotiated between Schneider Electric and the Supplier setting out, where applicable, the new contractual deadline for delivery/acceptance and the corresponding adaptations to the economic terms of the original Order. If the Parties fail to reach a written agreement on the terms of that amendment within fifteen (15) calendar days of the request for changes submitted by Schneider Electric, the latter will be entitled to unilaterally impose those changes provided that it pays the Supplier, where applicable, any price increases it deems reasonable and subject to the Supplier's right to challenge that amount and only if such changes are acceptable for the Supplier and if Schneider Electric has a legitimate interest therein.
- 4.2** The Supplier acknowledges that the Supply will be installed, delivered or performed in areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Schneider Electric's capacity to accept such Supply or perform any of its obligations under these GPTC, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by Schneider Electric as preventive or curative measures to avoid harmful contamination exposure of Schneider Electric's employees. Unless Schneider Electric is responsible for such circumstances, the Supplier therefore recognizes that such circumstances shall release Schneider Electric from the obligation to perform its obligations under these GPTC and allow Schneider Electric to cancel or delay any Order without any penalties or any other damages or termination for default.

5. TRANSFER OF RISKS AND TITLE

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

6. MARKING, PACKAGING AND DOCUMENTATION

- 6.1** The Supplier shall comply with the provisions of Regulation EC 765/2008, decision 768/2008/EC and the harmonised EN 50581 standard and all associated implementing legislation, including the manufacturer's obligation to issue a declaration of conformity in the form of appropriate technical documents.
- 6.2** The Supply will be delivered in packaging that is suitable for that type of Supply and provides adequate protection, in particular against the risk of bad weather, corrosion, vibrations or loading or unloading accidents and without restrictions for carriage and storage. That packaging must comply with standard industry practice and any specifications set out in the Order. Unless otherwise provided for, the packaging is not subject to a deposit but, if this were the case, it shall be returned at the Supplier's expense. The Supply is delivered together with the documentation required for its use, maintenance and upkeep.
- 6.3** The packaging used for the Supplies must meet the requirements set out in the applicable EU directives and regulations and those set out in the applicable statutory and regulatory provisions of domestic law.
- 6.4** The Supplier must always be in a position to present to Schneider Electric and any control officers a written declaration of compliance for the packaging used.

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

7. INSPECTION

7.1 The Supplier is responsible for ensuring that the Supply is free from defects and meets the contractually agreed requirements. Under no circumstances shall the inspections carried out by Schneider Electric prior to, during or after delivery/acceptance discharge the Supplier from the obligation to deliver a defect-free Supply.

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

8. SHIPPING

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

9. REFUSAL TO ACCEPT DELIVERIES

Schneider Electric may refuse to accept Supplies of the Supplier which fail to comply with the specifications of the Order. Any Supply which Schneider Electric refuses to accept shall be considered as not having been delivered/accepted and shall be taken back by the Supplier, at its expense, within an appropriate period of time from receipt of the rejection notice. Otherwise, the Supply shall be sent back to the Supplier at its own expense and risk. Where a delivery is rejected, Schneider Electric may ask the Supplier to replace the Supply as swiftly as possible and in such a case, Schneider Electric may charge the liquidated damages set out in Article 3 above from the date on which the default in delivery commences.

10. INVOICING

10.1 Any invoice shall be sent to the invoicing address mentioned in the Order and shall contain Schneider Electric's references and those of the corresponding Order. Each invoice relates to only a single Order and shall include the description of the Supply invoiced, and the unit prices and volumes delivered.

10.2 Schneider Electric reserves the right to suspend payment of any invoice which fails to comply with regulatory provisions and/or those of this Article. Schneider Electric will inform the Supplier about any discrepancies in the amount or quality of the Supply delivered or the price invoiced and will request repayment of the amount or, if possible, offset the amount against another amount due. The Supplier shall raise any objections or defenses against such claim within one year from the end of the year in which the Supplier gained knowledge of the fact that such claim was asserted. If no objections or defenses are raised within that period of time, the claim will be deemed accepted and the Supplier must issue a rectified invoice and a corresponding credit note or make the corresponding refund within five (5) business days.

11. PRICES AND TERMS OF PAYMENT

11.1 Unless otherwise provided in the Order, the prices mentioned in the Order are firm and non-revisable and are understood as being carriage paid, inclusive of packaging, insurance and delivery expenses, and exclusive of VAT.

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- 11.2** In the absence of provisions to the contrary in the Order, payments are made by bank transfer thirty (30) days' net from the end of the month of delivery/acceptance, on the 10th of the following month. Schneider Electric will suspend payment of any differential amounts due to incorrect invoices until the corresponding amount has been credited to its account or a rectified invoice has been issued.
- 11.3** At Schneider Electric's choice, the Supplier may be paid either by Schneider Electric or Boissière Finance, to which Schneider Electric has granted a mandate to pay its suppliers.
- 11.4** Under no circumstances may payments made by Boissière Finance cause it to assume the rights and obligations of Schneider Electric vis-à-vis the Supplier pursuant to the Order, as a result, the Supplier may not make any claim or institute any proceedings against Boissière Finance concerning the Order, its performance or the resulting consequences.

12. ASSIGNMENT

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

13. SUBCONTRACTORS

If Schneider Electric has a particular interest in the Supplier performing the contractually owed services itself, the Supplier may not sub-contract all or part of an Order unless it has obtained Schneider Electric's prior written approval. In such case, Schneider Electric reserves the right not to approve the sub-contractor proposed by the Supplier. If the Supplier sub-contracts all or part of an Order without Schneider Electric's prior written consent, Schneider Electric may cancel the Order without prejudice to any claim for damages available to it.

14. MOULDS, TOOLS, TEST RESOURCES

- 14.1** Any moulds, tools, or test resources ("Equipment") manufactured specifically in the context of performing the Order at Schneider Electric's expense shall become the exclusive property of Schneider Electric as soon as it is created and may only be used by the Supplier in order to meet Orders placed by Schneider Electric. If it is deposited in the Supplier's premises, this Equipment shall have an ownership plate in Schneider Electric's name affixed to it and it shall be immediately returned to the latter in good working order in case of a cancellation or fulfilment of all Orders for which this Equipment is used. The Supplier will store the Equipment at its own risk and has to take out appropriate insurance.
- 14.2** If a loss occurs for which the Supplier is responsible, 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 the Supplier shall, if responsible, compensate Schneider Electric for its fair market value.

15. WARRANTIES

- 15.1** The Supplier warrants that the Supply will be free from any defect on the date of delivery or acceptance in design, performance, material, manufacturing or workmanship for a period of thirty-six (36) months

commencing on the date of delivery or acceptance, where an acceptance procedure is required unless the Supply is a building or a component to be used for a building or a right for the surrender of an object or a right registered in the land register, which shall be subject to the statutory provisions unless agreed otherwise in the following. Accordingly, if Schneider Electric or Schneider Electric's customer discovers a defect in or problem with the Supply, the Supplier undertakes to rectify, repair or replace the Supply, at Schneider Electric's option, at the Supplier's expense (including any travel, dismantling/re-assembly expenses) so that the latter operates in full compliance with the provisions of the Order and is free from defects in all respects.

15.2 If a claim is made under this warranty and the Supplier fails to correct the defect within a reasonable time, assessed with respect to the constraints faced by Schneider Electric or its own customer (after two attempts in case of a purchase contract or a contract for work and materials (*Werklieferungsvertrag*) and after one attempt in case of a contract to produce a work (*Werkvertrag*)), Schneider Electric reserves the right to correct it directly or through a third party, acting in the place and stead of the Supplier and, in case of a purchase contract or contract for work and materials, Schneider Electric shall be entitled to assert the respective costs vis-à-vis the Supplier as damages and, in case of a contract to produce a work, within the framework of subsequent performance.

15.3 The Supplier shall deliver all spare parts for ten (10) years as from delivery/acceptance of the Supply.

16. LIABILITY

The Supplier's liability towards Schneider Electric shall be as set out in statutory law.

17. INTELLECTUAL PROPERTY

17.1 If the nature of the respective Order allows for such transfer, the Supply, including all deliverables, findings, inventions, know-how, software and intellectual works designed or developed as part of the services and all associated intellectual property rights ("Results"), ordered by Schneider Electric become the exclusive property of Schneider Electric in consideration for the payment of the agreed price, provided that such transfer of title is part of the Contract. Should it not be possible to transfer the title to Results for legal reasons, Schneider Electric shall have the exclusive, irrevocable, transferrable and sublicensable right of use, unlimited in terms of time, location and content, regarding the Results in which no third-party rights are vested, such as the right to names of the creator.

17.2 Without prejudice to Article 17.1, the Supplier will, if in line with the nature of the respective Order:

- (a) Assign to Schneider Electric, as and when created, all of the Results and all of the corresponding intellectual/industrial property rights including, but not limited to:
 - (i) The right to use the Results in any place, for all purposes and for an unlimited number of users,
 - (ii) The right to reproduce as many copies of the Results as Schneider Electric deems fit, on any type of medium and using any means, now known or hereafter devised,
 - (iii) The right to display the Results, using any processes now known or hereafter devised and/or on any type of medium, for no additional 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 transfer and/or distribute all or part of the Results, for no additional charge or against payment, in any form, using means and on any type of medium.

17.3 In case of a transfer of title or an exclusive right of use pursuant to Article 17.1 or if such course of action follows

from the nature of the Order, the Supplier shall provide to Schneider Electric, on request, the source and object programs/codes for the software forming part of the Results and any associated documentation.

- 17.4** In case of a transfer of title or an exclusive right of use pursuant to Article 17.1, the Supplier will
- (a) Not file any application to register any industrial property rights in the Results and acknowledges that Schneider Electric is the only person authorised to take the necessary steps to establish and protect its rights in the Results. Accordingly, the Supplier undertakes to provide Schneider Electric with such assistance as it may require allowing it to protect and defend and exploit the Results;
 - (b) Not directly or indirectly exploit the Results, in any manner whatsoever, for any purpose other than the fulfilment of the Order.

17.5 The rights transferred under this Article 17.1 are transferred worldwide, for the entire period of statutory protection afforded to the intellectual property rights in the Results, and in accordance with all relevant legislation and international agreements applicable in that respect.

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

18. CONFIDENTIALITY

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

18.2 The Recipient will:

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

18.3 The Recipient may disclose Confidential Information:

- (a) To such of its officers and employees and, in Schneider Electric's case, agents and sub-contractors, who need access to that Confidential Information for the purpose of complying with its obligations under these GPTC; and
- (b) To the extent necessary in order to be able to refer a dispute for resolution in accordance with Article 28.

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

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

19. INSURANCE

At Schneider Electric's request, and in any case within ten (10) days from Order acceptance, Supplier shall provide all certificates of insurance to be issued by its insurers, covering to a reasonable extent the risks associated with the fulfilment of the Order, and obtain, at its own expense, any reasonable additional cover that Schneider Electric legitimately deems necessary based on the risks associated with the fulfilment of the Order.

20. CANCELLATION AND TERMINATION

- 20.1** After having set an appropriate deadline or after having issued a respective warning notice, Schneider Electric may unilaterally cancel the Order for objective reasons without further formalities or, as the case may be, terminate it for cause (*außerordentlich kündigen*) unless a declaration of cancellation or termination is not required. The following reasons are objective reasons:

- (a) The Supplier violates any of its obligations under the Order and fails to remedy such violation.
- (b) Court ordered, or out-of-court dissolution or liquidation of Supplier or, if Supplier is unable to pay its debts as and when they fall due,
- (c) An Event of Force Majeure, the consequences of which last for more than six (6) weeks,
- (d) A default in delivery, if such default causes the maximum amount of penalties to be reached, and
- (e) A violation of the provisions of Article 23.

- 20.2** Schneider Electric's right to terminate the Order at any time in case of a contract to produce a work or contract for work and materials shall remain unaffected.

- 20.3** Following expiry or termination of the Order:

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

- 20.4** In case of a framework agreement or other continuing obligation, the Parties are entitled to terminate such contract at any time observing a notice period of six (6) months taking effect to the end of a calendar month. If the Parties agreed on a minimum term, such contract may only be terminated with effect from the expiry of the minimum term.

21. EXPORT CONTROL

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

22. ENVIRONMENTAL REGULATIONS

22.1 The Supplier shall comply with the following principles:

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

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

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

22.3 Within forty-five (45) days of receipt of a request from Schneider Electric, which includes a list of substances, Supplier shall advise Schneider Electric of the presence of such substances in its Supply based on the effective lists of restricted substances.

22.4 At Schneider Electric's request, Supplier shall provide Schneider Electric with all supporting documents required during the legal timeframe for retaining documents.

22.5 As regards the disposal and treatment of waste electrical and electronic equipment and end-of-life batteries and accumulators and the financing thereof, the Supplier undertakes to inform Schneider Electric of the obligations

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arising under EU legislation and regulations (Directives 2012/19/EU, 2006/66/EC and 2013/56/EU in particular and their implementing legislation) and the legislation and regulations applicable in the country of delivery on the date of purchase and any known developments occurring on or before the date of delivery.

- 22.6** The Supplier undertakes to inform Schneider Electric of any Conflict Mineral substances found in its products and their country of origin, in accordance with the requirements of the US Dodd-Frank Act of 2010 and/or any other legislation with the same purpose which might be applicable.
- 22.7** The Supplier will indemnify, keep indemnified and hold Schneider Electric harmless on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which Schneider Electric incurs or suffers directly or indirectly in any whatsoever as a result of Supplier's failure to comply with any of the provisions of this Article 22, provided that the Supplier is responsible therefor.
- 22.8** Should the Supplier decide to change the composition of the Supply, it shall advise Schneider Electric thereof reasonably in advance prior the date such change becomes effective.

23. ANTI-BRIBERY, CORRUPTION AND CYBER-SECURITY

- 23.1** Supplier acknowledges that Schneider Electric is committed to eliminating all risk of bribery and corruption, influence peddling, money laundering and tax evasion or the facilitation thereof in its business activities. The Supplier must immediately notify Schneider Electric of any suspected, or known, breaches of any applicable laws which prohibit the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or advisor of such person including but not limited to the French "Sapin II" Law, the United States' Foreign Corrupt Practices Act, and the United Kingdom Bribery Act or which prohibit money laundering, tax evasion or the facilitation thereof ("Anti-Corruption Law"). The Supplier may raise this alert through their point of contact or through the Trust Line: <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/trustline/>.
- 23.2** None of the Supplier's employees, beneficial owners, shareholders, or any other person who is involved in or will benefit from the performance of the Order or has an interest in the Supplier:
- (a) Is a civil servant, public or governmental official;
 - (b) Is an official or employee of Schneider Electric or one of its affiliates;
 - (c) Has been convicted of, or otherwise been subjected to any administrative sanction or penalty for, any offence such as fraud, bribery, corruption, influence-peddling, money laundering, or any other criminal offence involving dishonesty as an element. Buyer will immediately notify Schneider Electric if any such individuals are the subject of any investigation into any such offenses.
- 23.3** The Supplier undertakes and covenants to Schneider Electric that it shall not, alone or in conjunction with any other person, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, undue advantage, or anything of value to any employee, official or authorized representatives of Schneider Electric.
- 23.4** Supplier agrees to follow the following Schneider Electric Cyber Security Guidelines and ISO/IEC 27001 standards and is subject to Schneider Electric, Schneider Electric's customers or designated third party auditing Supplier to these compliance requirements:

https://www.se.com/ww/en/download/document/Cyber_Security_Guidelines_2017/

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23.5 Supplier shall comply with the ethics and anti-bribery/corruption policies implemented and monitored by Schneider Electric, as referred to in the Trust Charter, which can be located at <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/> and in the Supplier Code of Conduct, which can be located at <https://www.se.com/ww/en/download/document/Supplier-code-of-conduct/>.

23.6 If the Supplier fails to fulfil any obligations described above, Schneider Electric may cancel the Order without the need for any other formality observing a reasonable notice period or, if required, after a formal notice with which the Supplier fails to comply.

24. DATA PROTECTION

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

25. CHANGES TO SUPPLY

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

26. AUDITS

26.1 Schneider Electric reserves the right to conduct, directly or through any representative duly authorised by Schneider Electric, audits of the Supplies, including at the premises of the Supplier, provided that Schneider Electric gives reasonable prior notice and conducts the audit during the normal opening times of the Supplier (or at any time in the event of an emergency) and provided that the Supplier is not required to grant access to any trade secrets, in order to, if relevant for the Supply:

- (a) Examine the Supplier's procurement records;
- (b) Inspect, in any manner, the works and/or services making up the Supply, in the process of being made;
- (c) Inspect, in any manner, the quality, manufacturing and test data for the Supply; and
- (d) Inspect, in any manner, the Supplier's actual compliance with its undertakings under the Order and these GPTC.

26.2 If the Supplier fails to fulfil any obligations described above, Schneider Electric may cancel the Order without the need for any other formality observing a reasonable notice period or, if required, after a formal notice with which the Supplier fails to comply.

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27. GENERAL PROVISIONS

- 27.1** The Order constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter.
- 27.2** Nothing in these GPTC will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 27.3** A delay in exercising or failure to exercise a right or remedy under or in connection with the Order will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial, exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 27.4** If any of these GPTC is found by any court or body of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these GPTC and this will not affect the remainder of these GPTC which will continue in full force and effect.
- 27.5** No variation of these GPTC shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 27.6** Nothing in these GPTC and no action taken by the Parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the Parties or give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.
- 27.7** Each Party agrees that it is an independent contractor and is entering into these GPTC as principal and not as agent for or for the benefit of any other person.
- 27.8** The Parties may vary or terminate the Order without the consent of their customers, officers, employees, agents or sub-contractors.
- 27.9** The Parties do not intend that any term of these GPTC will establish any third-party rights.
- 27.10** Schneider Electric's rights and remedies set out in these GPTC shall not exclude any statutory rights and remedies.
- 27.11** Any notice or other communication given under or in connection with these GPTC must be made in text form.

28. APPLICABLE LAW

- 28.1** The Order between Schneider Electric and Supplier is governed by the laws of the Federal Republic of Germany to the exclusion of its conflict in laws provision and of the 1980 Vienna Convention on the International Sale of Goods.
- 28.2** Any dispute arising directly or indirectly from this Order which cannot be settled out of court, shall be subject to the exclusive jurisdiction of the courts at Schneider Electric's registered office, even in the event of summary proceedings, the introduction of third parties or multiple defendants.