

General Purchasing Terms and Conditions

AS FILED ON 3 JULY 2020 WITH THE CHAMBER OF COMMERCE IN EINDHOVEN UNDER NUMBER 16048212

These General Purchasing Terms and Conditions shall apply to purchases of all materials, items, products, components, software and all related services (“Goods”), supplied by all suppliers (“Suppliers”) to LEGRAND NEDERLAND B.V., a Dutch private limited liability company (“*Besloten Vennootschap*”), with its registered office at Van Salmstraat 76, 5281 RS Boxtel (the Netherlands), entered in the Register of Trade and Companies of The Netherlands Chamber of Commerce under the number 16048212, or an affiliated Dutch company, as specified in corresponding purchase orders (“Legrand”).

They shall apply to all requests for quotations, purchase orders, orders, assignments or proposals (“Orders”) submitted by Legrand to the Supplier. Legrand shall not be bound by any provision, to which an explicit reference may be made, which does not appear in the General Purchasing Terms and Conditions, an Order or any other document.

1. Definitions

Goods: the subject of the order, including tangible or intangible goods (products, works, equipment, provision of services, (intellectual) services, software, etc.), as well as all related documents and deliverables.

Order: instruction officially issued by Legrand’s Purchasing Department, by means of which it asks the Supplier to deliver the Goods under the conditions formally specified in the document.

Special Conditions: specific conditions negotiated between the Parties.

Acceptance: document by means of which Legrand declares that it accepts the Goods with or without reservations.

Supplier: the natural or legal person receiving the Order. The Supplier is also understood to mean a contractor, service provider, provider or similar words.

Corporate Social Responsibility (CSR): covers all the practices implemented by the Company for the purpose of adhering to the principles of sustainable, social, environmental and economic development.

Safety Regulation: A regulation to guarantee safety with regard to activities performed by contractors of Legrand Nederland B.V. The Safety Regulation is a document prepared for the activities of a company outside Legrand.

Information System: a set of resources used by the Company to enable information to be managed. The Information System is associated with technologies (hardware, software and communication), the processes that accompany them and the people that support them.

2. General Provisions

2.1. These General Purchasing Terms and Conditions shall form an integral part of the Order for Goods, along with the purchasing specification and any other document explicitly referred to in the Order. In the event of any contradiction between these terms and conditions and those of the Supplier, or in the case of a specific business relationship, special conditions shall be produced and jointly approved by the two Parties.

2.2. The Order and the acknowledgement of receipt thereof shall supersede all previous proposals, letters or other commitments not covered by the Order. The Supplier shall have a performance obligation and a duty to provide advice to Legrand and undertakes to comply with the laws, regulations and other applicable legislation in the Netherlands and abroad, best industry practice, professional practice and the applicable Dutch or international standards, as well as internal regulations.

3. Acknowledgement of receipt - Order acceptance

3.1. Any order shall only become final once it is confirmed within three (3) working days by the Supplier means of an order confirmation or on receipt of any other document formalising the agreement. The order confirmation must be dated and signed, must bear the stamp of the Contractor (if the Contractor has such a stamp) and must be sent to Legrand. If the order confirmation is not received by Legrand within three (3) working days, the Supplier shall be deemed to have accepted the terms of the Order. The Special Conditions agreed between the Parties shall appear, as specified above, in the Order or in a specific contract; the order confirmation must not contain terms and conditions that have not been agreed between the Parties.

3.2. Unless otherwise agreed between the Parties, the agreed delivery date is the date on which the Goods arrive at Legrand’s premises and not the despatch date or the date on which the Goods are made available.

4. Compliance with the statutory obligations for Goods

4.1. If applicable, the Supplier undertakes to provide Legrand with the declaration of conformity for the Goods produced in accordance with the requirements of European regulations. The Supplier also undertakes to place at its disposal all the documents forming part of the technical file for the Goods (test reports, certificates of conformity, drawings, etc.), and all other necessary documents.

4.2. By accepting the Order, the Supplier guarantees that the Goods are equipped with all the statutory and standard safety features. Wherever the Order involves services to be provided within Legrand’s establishments, or those of its clients, the Supplier shall take all the necessary measures to comply with the legal and statutory provisions relating to health and safety, as well as the provisions of the Safety Regulation, in a timely manner. The latter shall be produced jointly by Legrand and the Supplier, prior to any operations on Legrand’s premises.

4.3. Where the Goods are pollutants and/or where the Goods contain components that are subject to specific regulations (e.g. RoHS, REACH, Conflict Minerals, etc.), the Supplier is obliged to notify Legrand of the presence of these components, the measures to be taken when using the Goods and for their possible destruction of the Goods (or that of residues of the Goods) following use, in accordance with the applicable regulations on the date of receipt. Compliance with this clause constitutes an essential and decisive condition of the Order.

5. Corporate Social Responsibility

5.1. Legrand's responsible purchasing approach is one of the defining aspects of its social responsibility. To ensure sustainable development of its activities, Legrand expects its Suppliers and subcontractors to meet the same standards of social responsibility that it imposes on itself. Therefore, the Supplier declares that it has familiarised itself with and shall adhere to Legrand's social responsibility and business ethics commitments, which are available on the Legrand Group's website:

www.legrandgroup.com/en/our-responsibility/csr-home.

5.2. The Supplier undertakes to comply with all the rules set out below, based on the commitments of the United Nations Global Compact, the fundamental conventions of the ILO (International Labour Organisation) and Legrand's CSR policy.

a. Compliance with Legrand's rules of ethics

The Supplier undertakes to comply with the anti-corruption laws, directives and regulations in force in the countries in which it operates, as well as in the countries in which it is established. In addition, the Supplier undertakes to act in accordance with competition law.

The Supplier declares that it has familiarised itself with and undertakes to comply with the guidelines set out in the "Legrand Group Guide to Good Business Practice", which is available at www.legrandgroup.com/en/our-responsibility/business-ecosystem/acting-ethically and, specifically, to ban all corruption, fraud, money laundering and breaches of the laws governing export control and embargoes.

b. Respect for Human Rights

The Supplier declares that it has familiarised itself with and undertakes to comply with the commitments set out in the "Legrand Group Charter of Human Rights", which is available at www.legrandgroup.com/sites/default/files/Documents_PDF_Legrand/RSE/2018/HumanRightsCharter_2018.pdf and, specifically, to:

- Effectively abolish child labour
- Eliminate all forms of forced and compulsory labour
- Protect the health and safety of its employees
- Guarantee decent working conditions for its employees
- Uphold the freedom of association and the effective recognition of the right to collective bargaining
- Eliminate discrimination in respect of employment and occupation
- Support and respect the protection of internationally proclaimed human rights within its sphere of influence

The Supplier also undertakes to comply with all the regulations governing its activities in the countries in which it operates, directly or indirectly – should it outsource its activities – and, specifically, all the regulations relating to employment and working conditions for workers, including those applying specifically to foreign workers.

c. Contribution to reducing environmental impacts

The environment is a key aspect of Legrand's CSR policy. To help reduce the environmental footprint of the economic chain, Legrand expects the Supplier to contribute to:

- Improving waste recycling, risk management, in particular of pollution (water, air, noise, odours, traffic congestion, etc.), environmental protection and action to preserve biodiversity;
- Continually improving its performance, specifically its energy performance, and reducing its environmental impact (greenhouse gas emissions, impact on water, VOC emissions, etc.); Innovating for a circular economy.

d. Abiding by commitments made

Legrand reserves the right to request any information or documents enabling compliance by the Supplier with its obligations to be verified, as well as in order to have audits conducted at any time, with the aim of ensuring that the Supplier is fulfilling the aforementioned requirements. To this end, the Supplier shall guarantee access to its premises for internal or external auditors appointed by Legrand and undertakes to facilitate access to its subcontractors' premises for Legrand.

5.3. The Supplier undertakes to put in place the means necessary to fulfil the aforementioned requirements and also undertakes to pass on the content of these General Purchasing Terms and Conditions to all its own suppliers and subcontractors. The Supplier specifically undertakes to implement a programme/procedure designed to ensure compliance with legislation and with Legrand's CSR policy. The Supplier is thereby encouraged to establish its own CSR policy and to pass on these principles to its own suppliers and subcontractors.

5.4. The Supplier undertakes to protect Legrand against and compensate it for any losses, costs, actions, damage, liabilities, expenses, costs incurred as the result of legal action, including lawyer's fees, and costs arising from any possible transactions, caused by any breach of this article by the Supplier.

The Supplier shall be responsible for any act or omission committed in the fulfilment of its obligations in accordance with this article,

whether this results from its own actions or the actions of its management, employees, affiliates, agents, suppliers, subcontractors or any person acting under its control and with its authority, whoever they are.

If the Supplier fails to fulfil one or more of its obligations from this article in time or correctly, Legrand may terminate the business relationship on the grounds of this breach, without prejudice to any other rights or remedies provided for by law.

6. IT security

Wherever an Order involves access to the Information System for Legrand's establishments, the Supplier undertakes to comply with the legal and statutory provisions relating to IT security, as well as Legrand's internal instructions relating thereto. The latter shall be issued by Legrand and accepted by the Supplier, prior to performing any operations using the Information System. The Supplier undertakes to comply with these instructions.

7. Subcontracting

7.1. The Supplier may not subcontract some or all of its obligations arising from the Order, or have it performed in any other way by a third party, unless Legrand has given its prior formal written approval. Should Legrand agree to this subcontracting, the Supplier undertakes to pass these General Purchasing Terms and Conditions and obligations from other contracts relating to the Order to its subcontractors.

7.2. The Supplier remains always responsible for the Order, if the supplier has carried out their obligations to a third party and the Supplier remains fully liable for the possible consequences for Legrand of the execution of the Order by a subcontractor. The Supplier therefore may not cite failures by its subcontractors as a reason to limit its liability.

8. Shipping/Delivery

8.1. The Goods shall be shipped or delivered in such a manner that they do not suffer any deterioration/damage during transport and/or storage. Transport arrangements shall be governed by the INCOTERMS of the International Chamber of Commerce, which are in force on the date when the Goods are shipped. Unless otherwise agreed, the delivery of Goods will be "Delivered Duty Paid" ("DDP"), as referred to in the most recent version of the Incoterms.

8.2. The Supplier shall provide Legrand with a delivery note or a template acceptance report, detailing the Order items, which must accompany the Goods. Where applicable, the costs of demurrage for railway carriages and lorries, storage or handling, or other costs resulting from a delay in providing the delivery note, or insufficient details on shipping documents, or for any other reason attributable to the Supplier's carrier, shall be borne by the Supplier.

8.3. If Legrand reasonably assumes that the Goods do not comply with the Order, the Goods may, following consultations with the Supplier, either be returned to the Supplier, which shall bear the costs and risk of storage and transport to its premises, or be collected by the Supplier within eight (8) days of Legrand's notification of non-compliance.

9. Deadlines

9.1. All deadlines, as negotiated and stipulated in the Order, are binding. As soon as the Supplier is aware of any expected delay in relation to contractual deadlines, it must inform Legrand promptly about the expected delay and the measures taken to remedy said delay, in order to enable Legrand to take the necessary measures to protect its interests.

9.2. Except where there are Special Conditions in a contract or a special agreement between the Parties, Legrand reserves the right to apply penalties equivalent to 0.1% of the total Order value (excl. VAT) for every calendar day of delay, up to a maximum of 10% of this value.

9.3. In the event that the delay is likely to cause harm to Legrand, or result in Legrand incurring additional costs, Legrand may formally order the Supplier to deliver or inform it in writing (by e-mail, letter or other means) of its decision to cancel all or part of the Order.

9.4. In the event of successive delays, Legrand also reserves the right to cancel the Order on the grounds of a breach of contract.

9.5. These provisions shall not apply in the event of force majeure.

10. Acceptance - Warranty

10.1. Acceptance - Without prejudice to what is stated or stipulated in the Order and in the technical and other specifications, indications and descriptions of the Order, the Supplier guarantees that the delivered goods comply with all relevant legal or other provisions with regard to quality, the environment, safety and health, among other aspects. The Supplier guarantees the good quality, soundness, efficiency and adequate finish of the Goods and/or services delivered by it, in accordance with the specifications of the Order.

Quantity and quality control of the compliance of the Order shall take place following Acceptance of the Goods by Legrand on its premises, or at any other location defined in the Order, within a period of ninety (90) days from the date on which the Goods are received or provided, at the latest.

The provisions relating to quality and the processing of non-compliances, in particular, are set out in the Order.

10.2. Warranties

a. The Supplier shall be liable for damage and losses of all kinds resulting from hidden defects affecting the Goods.

Notwithstanding the legal warranties, and unless agreed otherwise between the Parties, the Supplier shall guarantee the Goods for a period of five (5) years from the Acceptance or commissioning of Goods, whichever is the later, for any noncompliance affecting the Order, any design, manufacturing or material defects, unfitness for purpose and/or breach of best industry practice and the applicable laws and regulations. Furthermore, the Supplier undertakes to inform Legrand, at least twelve (12) months in advance, should it intend to cease supplying the Goods or spare parts covered by the Order.

b. Should the above warranty come into effect, the Supplier undertakes to repair or replace the Goods or to bear the costs of repairing or replacing the Goods with identical items or having the Goods repaired or replaced by a third party, unless Legrand prefers to terminate the relevant agreement in accordance with the provisions of Article 17 of these General Purchasing Terms and Conditions, without prejudice to Legrand's other rights arising from such a failure (including the right to compensation of damage). In this respect in cases in which Legrand reasonably assumes, following consultation with the Supplier, that the Supplier will be unable to comply with its warranty obligations, Legrand will be authorised to carry out repairs or replacement, or have repairs or replacement carried out by third parties, for the account of the Supplier. This does not release the Supplier from its obligations arising from the Order and these General Purchasing Terms and Conditions.

The defective Goods shall be made available to the Supplier for a maximum of one (1) month from notification of a defect. After this period, Legrand shall be free to dispose of them.

c. Should a defect be identified during the warranty period, the warranty shall be extended by a period equal to that for which the Goods are unfit for purpose; should it be necessary to replace some or all of the Goods, the warranty period shall begin again from the replacement date.

11. Prices - Payment terms

11.1. Orders shall be fulfilled at a fixed and, barring a specific agreement, non-revisable price; this price shall include packaging, handling, transport, unloading, insurance, customs duties and all fees, taxes and other costs.

11.2. Payments shall only be made following fulfilment of its contractual obligations, unless there was agreed upon advance payments. If there is one or more advance payment(s) regarding an Order, the Supplier shall issue an advance payment guarantee for all deposits paid by Legrand.

11.3. For all Goods paid for by weight, metre or volume, in the event of any contradictions with the Supplier's documents, measurement shall be carried out jointly by the Parties. Should the Supplier refuse to be present when this measurement is carried out, without a valid reason, it may not object to the measurement taken by Legrand.

11.4. Orders shall be paid for, net of any discount, in accordance with the conditions specified in the Order. Each invoice shall be issued in complete compliance with laws and regulations and the Order.

An invoice must be submitted for each Order, unless it has been agreed that the Supplier may submit per term or may submit collective invoices. Each shipment will be stated on a separate invoice. The Supplier will only be allowed to invoice more than one order in a single invoice in special circumstances and at the express request of Legrand. Invoices must, specifically, be sent to the address specified in the Order; it shall contain the details of the latter and the delivery note and, where applicable, a record of the advance payments received and the corresponding services.

Any invoice that does not comply with laws and regulations shall be rejected and returned to the Supplier.

Compliance with the aspects outlined above will facilitate the processing of invoices and payment by their due dates.

11.5. Payments shall be made, unless specified otherwise in the Order, within sixty (60) days, after delivery of the Goods or performance of the services, subject to the condition that the delivered Goods or the services performed have been approved and following receipt of all related documentation including the complete and correctly addressed invoice.

If the Supplier does not comply (in full) with any obligation arising from these General Purchasing Terms and Conditions, Legrand will be authorized to suspend its payment obligation to the Supplier.

Payment by Legrand will in no way constitute a waiver of its rights.

11.6. The Supplier authorises Legrand, as of right, to offset all reciprocal receivables and payables, provided the conditions required for legal offsetting are met.

12. Transfer of ownership and risk

Transfer of ownership and risk shall take place:

- a. Following receipt of the Goods at their destination for tangible Goods;
- b. When the acceptance report is signed, if Acceptance is anticipated ; and
- c. Progressively, as they are received, for results and work originating from a provision of services

Where advance payments have been paid for the Order, the part of the Order corresponding to the value of the advance payment shall become the property of Legrand, provided that this part of the Order is usable. Should this not be the case and should it not be possible to fulfil the Order in its entirety, no transfer of ownership shall take place for the benefit of Legrand and the Supplier shall return the value of the advance payment.

The Supplier hereby waives all rights and powers to which it is entitled pursuant to the right of retention or the right of recovery.

The Supplier undertakes to cooperate fully to identify and/or return all goods entrusted to him, such as materials, auxiliary materials, tools, parts and spare parts, intellectual property, which are the property of Legrand, on the instructions of Legrand.

13. Confidentiality

For the duration of the business relationship and for a period of five (5) years thereafter, the Supplier undertakes to consider and treat as strictly confidential and not to disclose to any third party whatsoever, in return for payment or free of charge, and in any form whatsoever, any or all data or information provided by Legrand during the consultation period and/or during fulfilment of the Order, without prior written authorisation from Legrand, whether this data or information is marked as "Confidential" or not when it is provided, and shall apply equivalent security measures and take the same precautions as those implemented in order to protect its own confidential information.

The Supplier also undertakes to only use this confidential data and information for the purposes of consultation on and/or fulfilment of the Order, or the implementation of the provisions thereof, and to only pass it on to those members of its staff who need it in order to perform their duties.

The Supplier undertakes to ensure that members of its staff and, where applicable, its subcontractors comply with this provision.

14. Intellectual Property Rights

14.1. Legrand's intellectual property

a. Information, as well as tangible and intangible Goods, including know-how, services, materials, methods, data, drawings, information, reports, know how, sale of rights, trade secrets, improvements, techniques and other results and resources, which are the property of Legrand and are made available to the Supplier shall remain the property of Legrand. Where applicable, Legrand shall grant the Supplier a free of charge right to use this information and Goods, for the sole purpose of fulfilling the Order. All Goods entrusted to the Supplier must be returned in response to an initial request from Legrand. The Supplier undertakes to ensure that Goods entrusted to it are properly preserved and maintained.

b. The Supplier undertakes not to directly or indirectly modify in any way the information and Goods, including hardware, software, software packages or documents, entrusted to it, without the prior written approval of Legrand.

14.2. Intellectual ownership of the results of the Order

a. Where an Order has a study or development aspect, and without a specific agreement to the contrary, all information and tangible or intangible Goods, of any kind whatsoever, whatever their medium, including processes, data, software, hardware or any other results, which may form the subject of intellectual property rights, or not, produced within the framework of the Order (hereinafter referred to as the "Outputs"), shall become the property of Legrand. To this end, Legrand may freely use, exploit or transfer the aforementioned outputs, in all countries. It is hereby stipulated that, for Outputs that may be protected by copyright, in particular software, the proprietary rights transferred in this manner shall include the right of representation, reproduction, translation, adaptation, modification, marketing, use, possession, duplication and, more generally, all exploitation rights for all purposes. This transfer shall be valid for the legal term of protection, of which these rights form the subject in each country, for all countries of the world. The ownership of Outputs shall be transferred gradually as they are produced.

b. A proportion of the fixed amount making up the price of the Order shall be paid for the finalised completion of studies and development, in return for the transfer of the rights listed above. Another proportion of the fixed amount paid by Legrand shall represent fixed remuneration for the use of studies and developments, with the Supplier itself passing on a proportion of these sums to its employed authors, in the form of salaries. Except where the technical specifications provided by Legrand are concerned, the Supplier shall be responsible for the use of all industrial or intellectual property rights as part of the Goods and for the royalties, costs or claims relating to the use of these rights as part of the Goods or resulting from measures taken subsequently to maintain the latter in place.

c. The Supplier agrees, at its expense, to protect Legrand against any third party claims alleging an infringement or misappropriation by the Supplier of any patent, copyright, brand or know-how belonging to a third party. Nevertheless, Legrand has the possibility of being represented by a lawyer of its choice at the Supplier's expense.

d. The Supplier shall thus bear the consequences of all judgements handed down by the competent court, once the judgement has become enforceable. Where, according to the Supplier, the use of Goods is or may be likely to form the subject of such a claim, the Supplier may alternatively (a) replace the Goods with a legitimate item or service, which is functionally equivalent, or (b) obtain authorisation for Legrand to continue to use the Goods in question, or, if these solutions cannot be reasonably envisaged by the Supplier, (c) terminate the business relationship and refund the price paid in advance, at its own expense.

e. Unless specified otherwise, the Supplier explicitly undertakes not to supply any Outputs to third parties. Any breach of this clause would constitute a reason for termination of the contractual business relationship between the Parties on the grounds of a breach of contract, without prejudice to any other remedy.

15. Reversibility

15.1. The Supplier undertakes to ensure the reversibility of services provided, from a technical viewpoint, and to do everything necessary, from a legal and human resources viewpoint, to enable Legrand to take back provision of the Supplier's services, or have this taken back by a third party appointed by it, under the best possible conditions. In order to ensure the transfer of knowledge, the Supplier undertakes to reply in writing to all written questions submitted by Legrand.

15.2. In the event of the expiry or termination of the business relationship between Legrand and the Supplier, for any reason whatsoever, Legrand shall be entitled to require the Supplier to provide it with all the necessary information to enable reversibility.

15.3. This right may be exercised during the (3) three months prior to the expiry of this business relationship or, in the event of early termination, during the period necessary for reversibility to be implemented and, at the latest, at the end of a period of 2 (two) months from the date on which this termination is declared. Therefore, during these periods, the Supplier must maintain the technical and human resources necessary to ensure continuous provision of the service.

15.4. On the effective transfer date, the Supplier shall make the following items available to Legrand:

- a.** Any hardware and/or software that may have been made available to the Supplier by Legrand, to the extent that these resources continue to exist on the effective transfer date,
- b.** All documentation relating to the services provided created or amended by the Supplier as part of its service, in its latest version, and, more generally, all documents and/or information which may have been placed at its disposal by Legrand.

15.5. On request, during the two (2) month period following the transfer date, the Supplier shall provide Legrand or any third party named by the latter with its technical assistance, to facilitate it taking back the services entrusted, on condition that this third party is not a direct competitor of the Supplier and working to provide the same type of service as the latter to the same type of customer base. The Supplier and Legrand agree on the following financial provisions, with regard to the reversibility assistance services provided by the Service Provider, including those relating to the transfer of information:

- a. If the reversibility situation results from early termination of the business relationship, following a breach by the Service Provider, Legrand shall not be invoiced for the reversibility assistance services,
- b. If the reversibility situation results from the occurrence of a case of force majeure, the costs of reversibility assistance incurred by the Supplier shall be shared equally by Legrand and the Supplier,
- c. If the reversibility situation results from any other reason for suspending this business relationship, Legrand shall be invoiced in full for the reversibility assistance services provided by the Supplier, based on the Supplier's rates on the day on which the services are provided.

16. Personal Data

16.1. Within the framework of relations between the Parties, the Supplier may be required to disclose to Legrand personal data relating to any individuals (natural persons) acting on its behalf and in its name (the "Data Subjects"). Legrand shall process this data for the purpose of complying with a legal obligation (anti-corruption, combating fraud, accounting, etc.) on the basis of legal requirements, for the purposes of contractual negotiation, placing of orders and administrative operations associated with orders, contracts, etc. on the basis of the contract and for the purpose of selecting suppliers and producing documentation and financial statistics on the basis of the corresponding legitimate interests.

16.2. Legrand undertakes not to retain this data for a period exceeding seven (7) years following the final commercial transaction, except where a longer retention period is authorised or required by a legal or statutory provision, or if the Data Subjects have exercised one of the rights conferred on them by law, under the conditions set out below.

16.3. Access to this data is strictly limited to employees who are authorised to process it on account of their position and to Legrand's service providers acting as subcontractors, within the limits of their remit, except where Legrand is required to disclose this data for legitimate reasons (legal obligation, combating fraud or abuse, exercising rights of defence, debt collection, etc.). Should the Order necessitate the involvement of Legrand's subsidiaries, Legrand may be required to make the personal data available to them. In the event of this data being transferred outside the European Union, Legrand undertakes to implement the necessary safeguards to ensure the protection and confidentiality of data.

16.4. Pursuant to the General Data Protection Regulation no. 2016/679 of 27/04/2016, Data Subjects have a right of access, correction, portability and limitation over the processing of personal data relating to them. They may request the deletion of their personal data or object to its processing, unless this processing is based on the contract or a legal obligation. They also have the right to determine what happens to their personal data after their death.

Legrand has appointed a Data Protection Officer to handle such requests:

- By post: Legrand Nederland B.V., attn. DPO/Legal Department, Van Salmstraat 76, 5281 RS Boxtel (the Netherlands)
- By e-mail: AVG-contact@legrand.nl

Affiliated Dutch companies of Legrand have other contact details for the purpose of GDPR:

- By post: Minkels B.V., attn. DPO/Legal, Eisenhowerweg 12, 5466 AC Veghel (the Netherlands)
- By e-mail: avg-contact@minkels.com

- By post: Legrand AV EMEA office, attn. DPO/HR, Franklinstraat 14, 6003 DK Weert (the Netherlands)
- By e-mail: av.emea.sales@legrand.com

16.5. Requests will be dealt with within one (1) month of receipt. If necessary, this period may be extended by a further two (2) months, depending on the complexity and number of requests received. In this event, Data Subjects shall be informed of this extension and the reasons for deferral, within one (1) month of their request being received.

No payment shall be required to exercise these rights except in the case of a manifestly unfounded or excessive request. In this case, Legrand reserves the right not to act upon the request.

Should Data Subjects still not be satisfied with Legrand's response, Legrand reminds them that they are at liberty to lodge an appeal with the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*): autoriteitpersoonsgegevens.nl

16.6. In turn, the Supplier undertakes to comply with the applicable regulations relating to the protection of personal data, in particular its obligations as a subcontractor with regard to the provisions of Article 28 of the General Data Protection Regulation, where applicable, and to pass on these obligations to any possible subcontractors.

17. Cancellation

17.1. Notwithstanding any other provision to the contrary, Legrand shall be authorized, at its discretion, to suspend the performance of its obligations related to the Order in full or in part or to cancel the Order in full or in part by means of a written statement without court intervention (and with immediate effect), without Legrand being obliged to pay any compensation, in any of the following cases:

- a.** a failure on the part of the Supplier to comply with (any of) its obligations (including cases in which the Supplier fails to comply with (any of) its obligations arising from a (partial) agreement concluded within the context of a more general framework agreement); in such a case Legrand's authority to proceed with the dissolution will extend to both the (partial) agreement and the more general framework agreement);
- b.** (an application for) suspension of payments or a liquidation order against the Supplier;
- c.** the Supplier is placed under curatorship or is put under administration;
- d.** the sale or termination of the Supplier's business activities;
- e.** revocation of the Supplier's licenses necessary for the performance of the Agreement; or
- f.** attachment of a significant part of the Supplier's business assets.

17.2. All claims Legrand may have or receive as a result of the events mentioned in Article 17.1. above, will be immediately due and payable in full.

17.3. Should the Supplier should come under the control of another company, it undertakes to inform Legrand of this as soon as possible, by registered letter with acknowledgement of receipt. In this event, Legrand shall have a period of twelve (12) months from notification of the change of control within which to decide whether to terminate the business relationship, without compensation for the Supplier. In this case, notice of termination shall be issued in a registered letter, unless the Parties decide to agree on different terms and conditions for terminating the business relationship.

18. Liability and Insurance

18.1. The Supplier shall be liable for all direct and consequential damage caused to third parties or to Legrand, its representatives or agents, when fulfilling, failing to fulfil or incorrectly fulfilling the Order, or resulting therefrom, either due to the Supplier's failure to comply with its contractual obligations, or as the result of the latter's civil liability or that of its representatives, agents or subcontractors being invoked.

18.2. The Supplier shall indemnify Legrand against all third-party claims arising from the Order, the agreement, and/or these General Purchasing Terms and Conditions.

18.3. The Supplier hereby declares that it has taken out an insurance policy, with a reputedly solvent insurance company, the purpose of which is to cover the financial consequences of civil liability that it may incur due to bodily injury or material or immaterial damage. The Supplier undertakes to provide Legrand with the corresponding certificates every year. The Supplier also undertakes to pay all insurance premiums relating to this policy throughout the period of fulfilment of the Order.

18.4. Legrand will not be liable for damage incurred by the Supplier, unless the damage is the result of an intentional act or willful recklessness exclusively on the part of Legrand's executive staff.

19. Governing Law and Disputes

19.1. The Order and the effects thereof shall be governed by Dutch law, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980.

19.2. The Parties undertake to jointly examine all disputes that may arise between them, in the most cooperative manner. If this proves to be unsuccessful, all disputes between Legrand and the Supplier will be settled by the competent court in 's-Hertogenbosch (the Netherlands).

20. Miscellaneous

20.1. Invalidity of a provision of the agreement concluded between the parties and/or these General Purchasing Terms and Conditions will have no consequences for the validity of the other provisions of the agreement and these General Purchasing Terms and Conditions. If and to the extent that a provision of the agreement and/or these General Purchasing Terms and Conditions should be void or would be unacceptable according to the standards of reasonableness and fairness, a provision will apply between the parties that, taking all circumstances into account, is acceptable and reflects the intention of the Parties.

20.2. Force majeure

a. In the event of force majeure on the part of either of the parties, the performance of the Order will be suspended in full or in part for the duration of the period of force majeure, without the parties being obliged to pay the other party any compensation.

b. If the situation of force majeure lasts longer than thirty (30) days, the other party will be entitled to terminate the relevant agreement, by means of a registered letter, immediately and without court intervention and without this giving rise to any right to compensation. Force majeure on the part of the Supplier will in any case not include: personnel shortages, strikes, weather conditions, breach of contract on the part of third parties engaged by the Supplier, breakdown of resources or shortage of materials and liquidity and solvency problems on the part of the Supplier.

20.3. The Supplier will not transfer its rights and obligations arising from the relevant Order and these General Purchasing Terms and Conditions, in whole or in part, to third parties without Legrand's prior written approval.