

GENERAL TERMS OF SALE AND SERVICE

1. DEFINITIONS

In these general terms of service, the terms hereafter are defined as follows:

"Legrand" or "Seller": BTICINO Philippines, Inc. with its registered office at G/F All Seasons Bldg., 112 Aguirre St. Legaspi Village, Makati City, 1229 Philippines

"Customer" or "Buyer": any legal person, whether governed by public or private law, that has entered into an Agreement with Legrand for the purchase of Products or the provision of Services.

"Party (-ies)": refers to Legrand and/or the Customer.

"Agreement": the agreement entered between the Customer and Legrand for the services and consisting of the following documents in decreasing order of priority:

- The Special Terms of Service
- The General Terms of Service

"Special Terms of Sale and Service": all the contract documents defining the Products and Services that shall be provided by Legrand upon request from the Customer on the Facility (-ies) and consisting of the following documents in decreasing order of priority:

- the sales proposal submitted by Legrand to the Customer in response to the request submitted by the Customer to Legrand
- the Customer's order.

"General Terms of Sale and Service": these terms.

"Product" refers to any Legrand Group-branded power equipment, product or system installed on the Customer's Site or new product delivered under these terms.

"Facility" refers to the Existing Facility (-ies) belonging to the Customer, remaining under its full control and operated by it at its exclusive risk.

"Customer Site Risk Analysis" refers to the document specifying the risk analysis, for people and property, carried out with the Customer on the Product's environment.

"Commissioning" refers to the services for checking both the Product's environment, the operational start-up of the Product for its activation and testing of the Product provided by Legrand.

"Commissioning Report" refers to the report drawn up by Legrand that must be signed by the Customer at the end of any commissioning of a Product.

"Commissioning Certificate" refers to the document drawn up by Legrand that must be signed by the Customer, certifying the acceptance by the Customer of the commissioning of the Product.

"Preventive Maintenance" refers to any maintenance service provided on the Product intended to prevent malfunctioning of the Product.

"Corrective Maintenance" refers to any maintenance service provided on the Product intended to correct malfunctioning of the Product.

"Servicing Report" refers to the report drawn up by Legrand that must be signed by the Customer following any servicing on a Product in use.

"Preventive Maintenance Report" refers to the report drawn up by Legrand

that must be signed by the Customer following any Preventive Maintenance servicing. It shall specify the results of the tests and measures carried out.

"Service(s)" refers equally to commissioning, preventive and/or corrective maintenance of the Products.

"Site" refers to the place agreed in the Agreement, as being the site of the physical location of the Facility (-ies) where the Customer has requested that Legrand provide Services.

2. SCOPE

These General Terms of Sale and Service are applicable to all orders and requests for Products and/or Services submitted by the Customer to Legrand, to any sales proposal drawn up by Legrand and to any order by the Customer.

Any order and request for Services submitted to Legrand constitutes express and unreserved acceptance by the Customer of these General Terms of Sale and Service and waiver on its part of the application of its own general terms of purchase, servicing or sub-contracting.

3. ORDERING, QUOTING AND ACCEPTANCE

Orders only become final after acceptance and written confirmation by Legrand.

The Agreement for the supply of Products and provision of Services is considered as entered into when Legrand has acknowledged receipt of the Customer's order and the Customer has provided all the documents and information mentioned in article 3.1

Any additional request or modification of the information mentioned in article 3.1 below that modifies the Products or Services or extends the Services defined in the Special Terms of Service must be the subject of a new request from the Customer submitted to Legrand, a new sales proposal from Legrand, and a new order by the Customer.

The partial or total cancellation of an order for Products and Services that have or have not begun to be provided is not authorized. In the event of partial or total cancellation of an order for Products and Services by the Customer, Legrand shall keep or may demand payment of all the amounts billed to the Customer for the cancelled Products or Services.

4. PRICES - TAXES AND CHARGES

The prices given in the sales proposals and invoices are in pesos, excluding VAT and without discounts.

Prices are understood to be ex-works and exclusive of taxes. The prices in application are those on the Price List in force on the date of delivery or execution and invoicing. Prices are firm. The Buyer expressly agrees not to request any price revision, regardless of circumstances.

All duties, taxes, levies and other charges arising because of or in relation to the Order and imposed by the Buyer's country's tax administration shall be at the Buyer's expense and shall be paid directly by the Buyer, or if paid by the Seller, the Seller shall be reimbursed promptly by the Buyer on presentation of the documents pertaining thereto certifying that the said payments were made.

Travel costs shall be billed according to Legrand's current terms of sale.

5. PAYMENT

The Products and Services are payable in agreed credit terms or provision of the Services.

6. DELIVERY - TRANSFER OF RISK AND OWNERSHIP

Delivery lead times are given as an indication only and the Seller shall not be bound to pay any penalty charge or compensation should delivery take place on a different date.

Products travel at the Buyer's risk and liability. It falls to the latter to check them on arrival and, where appropriate, to express any reservations to the delivery carriers.

On special instructions from the Buyer, shipments may be made by the Seller who shall then invoice the Buyer for the additional costs involved.

7. RETENTION OF TITLE

The Seller shall retain ownership of the Products until the price has been paid in full, in spite of their having been delivered to the Buyer.

Notwithstanding the provisions above and by express agreement, the Buyer shall be liable for all damage and loss occurring after delivery of the Products.

Failure by the Buyer to make any payment by its due date may result in the Seller reclaiming the Products delivered and the suspension of all deliveries of Products in progress.

8. CONDITIONS OF ACCEPTANCE OF DELIVERIES BY THE BUYER

Unless different features are expressly agreed in writing between the Seller and Buyer, the features of the Products are those defined in the Seller's technical documentation (hereinafter referred to as the "Specifications").

The Seller's Products are subject to checks and tests in its factories in accordance with its usual procedures. If the Buyer were to request a specific acceptance procedure for the Products, the corresponding costs shall be at its charge.

To be admissible and qualify for application of the provisions of this paragraph, all claims regarding compliance of the Products with the Specifications must be lodged in accordance with the Seller's procedures within five working days of the date of delivery.

No claim shall be admissible once the Products have been modified or have deteriorated because of action or inaction by the Buyer, in particular during storage, inspection, installation, assembly and disassembly.

Inasmuch as the merits of the Buyer's claims are established and acknowledged as such by the Seller, the latter undertakes to accept the return of the defective new Products only, at its cost, subject to the returns being made in their original packaging, intact and in good condition.

No Product may be returned without the Seller's prior written agreement.

In the event a return is accepted, the Seller may choose either to replace or repair the Products it has acknowledged as being defective, or to credit the Buyer with the price of the said Products. In no event shall the Buyer be able to rely on such a return to cease making any payment for which it is liable towards the Seller, nor for cancelling all or part of any Order in progress.

9. TERMS OF SERVICE

9.1 Customer Site Risk Analysis

The document specifying the Customer Site Risk Analysis, for people and property, carried out with the Customer on the Product's environment shall be jointly signed before any servicing by Legrand.

The Customer undertakes to comply with the measures recommended in this document.

Legrand may refuse to provide the Services if it considers that the Facilities have not been installed or maintained in accordance with best practice, safety rules, for products or people, or current standards, and that this is likely to compromise the due provision of the Services.

9.2 Product Risk

Legrand may also refuse to provide the Services if it considers that the Products themselves have not been installed or maintained in accordance with best practice, safety rules, current standards or the specifications featured in its catalogues and manuals.

Legrand may refuse to service Products that have been modified without its prior permission.

9.3 Preparation, connection and powering-up of the Product

Unless specifically agreed otherwise, the Customer is solely responsible for the delivery, unloading and unpacking of the Product, and conveyance of the Product on the premises. It is also solely responsible for the connection and wiring of the Product and of its Facility.

The Customer is an expert in the field of electrical installation (or is assisted by a specialist electrical installation company) and guarantees Legrand that it has followed the Product's installation recommendations specified in the technical documents.

After connection to the network, the Customer is solely liable for the powering-up of the Product and the consequences of any resulting incidents.

9.4 Dates, deadlines and servicing times

9.4.1 Subject to the Customer providing all the documents and information mentioned in article 9.6.1, below, Legrand shall contact the Customer to agree on a date to provide the Services.

9.4.2 It is specified that the dates, deadlines and servicing times indicated in the Special Terms of Service are provided for information purposes only. Non-compliance therewith cannot under any circumstances trigger penalties, damages or any liability for Legrand.

9.5 Postponement or suspension of Services attributable to the Customer

In the event of postponement or suspension of the Services for reasons attributable to the Customer, Legrand reserves the right to bill to the Customer all the costs and expenses paid by Legrand, including, without this list being exhaustive, transport and labor costs, as well as in general all costs resulting from extension of the Service provision deadline.

9.6 Completion of the provision of Services

9.6.1 Commissioning

The Service shall be considered to have been provided after the manufacturer's tests have been carried out by Legrand. A Commissioning Report detailing the findings and actions carried out on the Product shall be drawn up and jointly signed.

The completion of the carrying out of the Commissioning is confirmed in the Commissioning Certificate jointly signed by the Parties.

The Commissioning Certificate may certify compliant acceptance or minor non-compliance without safety risk, including specific instructions to the Customer that the latter undertakes to implement. Legrand may refuse acceptance and refuse the Commissioning of the Product in the event of a risk of any type whatsoever.

The Customer shall however be required to sign the Commissioning Certificate stating the situation and pay for the Services upon receipt of the corresponding invoice.

9.6.2 Preventive or Corrective Maintenance

A Servicing Report detailing the findings and actions carried out on the Product shall be drawn up and jointly signed.

The completion of the carrying out of Preventive Maintenance is confirmed in the Preventive Maintenance Report jointly signed by the Parties.

Only the Servicing Report shall confirm the completion of the Corrective Maintenance service.

9.6.3 Components needed for Services

Except if otherwise agreed by the Seller, the delivery of the components and other products needed to perform the Services is not included in the price of the Services. The Customer will have to issue an order for Products under the conditions defined herein.

10. OBLIGATIONS AND RESPONSIBILITIES

10.1 Customer's obligations

The Customer undertakes to submit, no later than upon placing its order, all the documents and information on the Product required for Legrand to provide the Services.

The Customer undertakes to inform Legrand of all the special conditions for provision of the Services linked to the Site or to the Facility (-ies), particularly including safety standards or any other regulations applicable on the Site, the Site's specific characteristics, the Site access documents.

The Customer undertakes to confirm that its Facility is up to standard, safe and in good working order by signing the Commissioning Report or the Servicing Report.

At all times, the Customer guarantees the safety on the Site and the safety of its Facility (-ies) for Legrand staff, representatives or sub-contractors required to provide Services.

In the event of Services on Site, the Customer undertakes to facilitate and guarantee unrestricted access to the Site and to the Product for which the Services are provided and to be present during the provision of the Services.

10.2 Legrand's obligations

Legrand undertakes to provide the Services according to best practice, using qualified staff. However, it is specifically agreed that Legrand's obligations regarding the provision of the Services are considered as obligations of due care.

Legrand shall provide services exclusively under the terms and according to the procedures specified in the Special Terms of Service, on Legrand Group-branded Products.

Legrand reserves the right to suspend the Services at any time if it appears in the course of the provision of the Services that the servicing conditions on the Customer's Site are likely to endanger the safety of Legrand, of its staff, representatives or sub-contractors.

The Customer remains liable at all times for its Facility, and accordingly for the accuracy, exhaustiveness and suitability to its needs of the documents and information provided by Legrand.

Legrand has no obligation to check, rework or modify the wiring or connection of the Products or of the Facilities.

11. FORCE MAJEURE

Legrand shall not be deemed to be in default of its contractual obligations if such defaults are due to the occurrence of a case of Force Majeure.

Force Majeure covers all unforeseeable and irresistible events of any nature whatsoever that are outside Legrand's control, such as natural disasters, bad weather, fire, strikes, sabotage, embargo, interruptions, delays in transport services or methods of communication, events or acts originating from civil or military public authorities (including all delays in securing any authorizations or permits of any kind whatsoever), declared or undeclared war, which have the effect of rendering the Order temporarily or permanently impossible to carry out.

12. DELIVERED PRODUCT WARRANTY

The Seller guarantees to the Buyer that the new Products supplied pursuant to the Order shall be delivered with no material, design or manufacturing defect.

This warranty shall take effect from the date of manufacture of the Products or at the latest, from the date of delivery of the Products, for a period of twenty-four (24) months. If it transpires during the warranty period that any part of the Product is defective under this warranty and to the extent that the Buyer gives prompt notice thereof within a reasonable time which in all events shall not exceed five working days from the Buyer becoming aware of the defect, the Seller shall correct the said defect at its sole discretion either by repairing the defective part or parts, or by delivering a repaired or replacement component in accordance with Incoterm EXW as defined in the ICC INCOTERMS.

This warranty shall also apply to any part of the Products or spare parts repaired or replaced under this warranty, for the remaining warranty period.

This warranty does not apply to consumables or to non-reusable components or to defects originating from or connected with failings of the Buyer regarding the use, installation or maintenance of the Products according to the Specifications and all related documentation and more generally according to accepted standards of use of the Products. This warranty shall also not apply to defects arising from or connected to (i) the combining of the Product with a product not designed or manufactured by the Seller, or (ii) a modification of the Product carried out by third parties other than the Seller, or (iii) an accident involving the Product that is not due to the Seller, and (iv) normal wear and tear.

The warranty defined in this article is exclusive and in lieu of any other warranty; the Buyer hereby expressly waives all other express or implicit warranty relating to any defect or failure of the Product.

13. IMPACT OF SERVICES ON THE WARRANTY

On no account may the provision of the Services by Legrand entail the extension in any way of the warranties for the Product for which the Services are provided.

14. INTELLECTUAL PROPERTY

All the intellectual property rights relating to the Products, to the documents submitted by Legrand and to the Services provided by Legrand remain its exclusive property. Accordingly, Legrand shall remain the exclusive owner of the studies, plans, diagrams and all documents submitted to the Customer or with which the Customer has been able to acquaint itself in connection with the Agreement or a sales proposal.

Legrand grants the Customer the right to use the documents submitted for its own needs to operate and maintain the Facilities, at its own risk.

The Customer acknowledges that these documents are confidential and must not be disclosed to third parties in any way, without prior, written permission from Legrand and must be returned to it without delay if the Agreement is terminated, or not entered or upon any request on its part.

The purchasing of Products by the Buyer in no way confers any right whatsoever upon the latter to reproduce all or part of the Products or to exploit any intellectual property rights relating to them. In the event a third party were to bring an action for infringement of its intellectual property rights relating to the Products delivered to the Buyer, the Seller shall either defend or settle the claim as it shall choose and at its expense. Were a final unfavorable judgement to be made against the Seller, the latter shall choose either (i) to obtain a license over the third-party rights referred to above, or (ii) to modify the Products at issue so as to avoid the infringement, or (iii) if such a solution is not possible for economic and/or technical reasons, to take back the Products delivered and refund their purchase price, less a reasonable amount in consideration of the ageing and normal wear and tear of the Product.

The above undertaking shall apply only inasmuch as the Buyer shall have informed the Seller immediately in writing of any claim for infringement involving Products delivered by the Seller and so long as the latter shall have complete control as regards management of the action and proceedings.

The Seller's liability is expressly excluded if the alleged infringement is the result of the combination or association of the Products delivered with any other product or of any modification of all or part of the Product resulting from any procedure carried out thereon by persons other than the Seller.

Furthermore, the Seller shall not be liable for any cost or expenditure incurred without its authorization by the Buyer, or for any direct or indirect losses that might arise from any loss of use whatsoever of the Products delivered. The above provisions form the whole of the Seller's commitments regarding the Buyer in the event of any dispute arising over third-party intellectual property rights relating to the Products delivered by the Seller.

15. COMPLIANCE

The Buyer acknowledges that he is acquainted with and adheres to Legrand's sustainable development and business ethics requirements, as set out in the Charter of Fundamental Principles, in the Guide to Good Business Practices and in the Charter for Fair Competition, which is available on the Legrand Group's Website - <http://www.legrandgroup.com/EN/>

The Buyer undertakes to comply with the Legrand Group sustainable development policy especially regarding environmental protection, compliance with social and labor applicable rules and policies, occupational health and safety of its employees, ethical conduct in business relationship and more specifically prevention of corruption and compliance with competition rules.

In terms of prevention of corruption, Legrand expects the Buyer to reject corruption in all its forms, whether public and private, active or passive. To this end, the Buyer undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption of each country he is established in and/or he operates in.

In terms of competition law, Legrand expects the Buyer to reject every unfair or anti-competitive practice and to demonstrate a law-abiding behavior towards its competitors, its customers and its suppliers. To this end, the Buyer undertakes to comply with all applicable national and international laws and regulations relating to fair competition of each country he is established in and/or he operates in.

The Buyer undertakes to observe and to implement within its group principles of good business practices equivalent to those described in the Fair competition Charter of the Legrand Group especially concerning prohibited vertical agreements, abuse of market power or exchanging of privileged information with competitors.

The Buyer undertakes to comply with all laws and regulations on embargoes, economic, commercial or financial sanctions or restrictive measures applied by France, the United States, the European Union or any other applicable national legislation (“embargoes”) and to obtain all licenses, shipping documents and authorizations required for the resale, export or re-export of Legrand Group products.

Accordingly, the Buyer agrees not to:

- export or re-export the Products to a country which is prohibited or subject to restrictions, without having obtained all necessary authorizations from the French, European or American authorities or those of any other country that imposes restrictions;
- supply the Products to persons, organizations or entities subject to restrictions by France, the European Union or any other country; or to persons, organizations or entities about which there are reasons to believe that they fail to comply fully with the national or international regulations in force;
- export or re-export the Products for the purpose of using them in sectors that are prohibited or subject to restrictions by the law and embargo regulations;
- issue or collect any financial flows without having previously notified and/or obtained the necessary authorizations from the competent authorities.

The Buyer is responsible for obtaining all authorizations or licenses as required by the export regulations and guarantees to hold the Seller not liable in regard to any recourse pertaining thereto. The Seller may suspend its obligations and the Buyer’s rights until such time as the authorizations and guarantees have been granted or for the period of such restrictions or prohibitions. In all events, the Seller shall be able to cancel the Order without thereby giving rise to any liability whatsoever with regard to the Buyer or end-user.

16. CONFIDENTIALITY

Unless otherwise stipulated on the Order, all design study documents, data and information disclosed by the Seller to the Buyer or of which it becomes aware in the course of carrying out the Order, shall remain the Seller’s property.

All the documents referred to above and those supplied by the Seller during the consultation or in the course of carrying out the Order must be treated as confidential and may not be disclosed to any persons other than those qualified to have knowledge thereof.

In addition, the Buyer undertakes not to disclose any confidential information issued by the Seller of which it might become aware in the course of carrying out the Order.

17. LIABILITY

Legrand cannot in any event be held liable for faults affecting the Products in use unless the fault is covered by the Product's legal or contractual warranty.

Unless specifically agreed otherwise, Legrand disclaims all liability in the event of servicing of the Product or modification of the Product by the Customer or by a third party.

Legrand disclaims all liability in the event that the Customer has not followed best practice or the manufacturer's recommendations in terms of the installation, maintenance and safety of the Products.

Legrand's liability is limited to only direct material damage that the Customer demonstrates was caused by the total or partial faulty fulfilment or non-fulfilment of its obligations by Legrand, excluding any non-material and indirect damage such as purely financial or commercial damage including, without this list being exhaustive, losses of income or profits or damage to its image.

In any event, Legrand's total and combined liability is limited to the amount, excluding VAT, actually paid by the Customer for the relevant order for Products or Services.

18. SUB-CONTRACTING

Legrand may freely sub-contract all or part of the Products and Services to any natural or legal person of its choice that it shall have qualified.

19. GOVERNING LAW – JURISDICTION

These General Terms of Sale and Service, and any Agreement entered into in application thereof, are governed by French law.

In the event of objection or dispute, the matter shall be referred to the Court with jurisdiction in Limoges (France), even in the event of appeal, or the introduction of third parties or multiple defendants.