

Legrand Australia Standard Terms and Conditions of Purchase

1 Interpretation and definitions

1.1 Definitions

In these terms and conditions:

- (a) **"Agreement"** means the agreement between the Seller and Legrand Australia set out in the Order and these terms and conditions.
- (b) **"Australian Consumer Law"** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- (c) **"Business Day"** means a day that is not a Saturday, Sunday or public holiday in New South Wales, Australia.
- (d) **"Goods"** means the products and including any Software ordered by Legrand Australia from the Seller under this Agreement.
- (e) **"Intellectual Property Rights"** means any intellectual property right, including but not limited to:
 - (i) patents, copyright, rights under the Circuit Layout act 1989 (Cth) (and equivalent right outside Australia in circuit layouts), registered designs, trade marks, know-how, trade secrets and any rights to have any confidential information kept confidential; and
 - (ii) any licence or other application or right to use, or grant the use of or apply for registration of, any of the rights referred to in paragraph (i).
- (f) **"Law"** means all legislation, regulation or other subordinate legislation and other than in civil law jurisdiction common law.
- (g) **"Legrand Australia"** means Legrand Australia Pty Ltd (ABN 31 000 102 661).
- (h) **"Order"** means a Purchase Order which has been accepted by the Seller in accordance with clause 2.5.
- (i) **"Privacy Law"** means the *Privacy Act 1988* (Cth) and any other privacy legislation in the Seller's jurisdiction or otherwise to which the parties are subject.
- (j) **"Purchase Order"** or **"Order"** means a purchase order for Goods and/or Services placed by Legrand Australia with the Seller in such form (whether verbal or in writing) as determined by Legrand Australia from time to time.
- (k) **"Seller"** means the seller of the Goods and/or the provider of the Services.
- (l) **"Services"** means the services ordered by Legrand Australia from the Seller under this Agreement.
- (m) **"Services Location"** means the location for performance of the Services as specified in the Order (if any).
- (n) **"Software"** includes but is not limited to software programmes, source code, object code, scripts, executables, files, libraries and any related documents.

1.2 Interpretation

In these terms and conditions, headings are inserted for convenience only and do not affect the interpretation of these terms and conditions, and unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
- (c) the meaning of general words is not limited by specific examples introduced by 'includes' or 'including' or similar expressions;
- (d) a reference to a party is to a party to these terms and conditions and includes the party's successors and permitted transferees and assigns and if a party is an individual, includes executors and personal legal representatives;
- (e) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a joint venture, a firm, a trust, an association (whether incorporated or not), a government and a government authority or agency; and
- (f) if the day on or by which something must be done is not a Business Day, that thing must be done on the next Business Day.

2 General

- 2.1 Nothing in these terms and conditions excludes, restricts, modifies or limits the application of the Australian Consumer Law to the extent it applies to any transaction arising under this Agreement.
- 2.2 In consideration of Legrand Australia agreeing to place a Purchase Order with the Seller for the Goods and/or Services, the Seller agrees that these terms and conditions will apply to and be incorporated into the Purchase Order. To the extent permitted by Law, other than these terms and conditions, any conditions or other terms which are set out in any offer, purchase order or other document submitted by or on behalf of the Seller are expressly excluded. Modification of these terms and conditions expressed in any document of the Seller does not apply to a Purchase Order unless expressly accepted in writing by Legrand Australia.
- 2.3 Each Purchase Order, if in writing, must be signed by an authorised person of Legrand Australia .
- 2.4 Each Purchase Order, if not in writing, must be approved by an authorised person of Legrand Australia.
- 2.5 A contract will be formed between Legrand Australia and the Seller in respect of each Purchase Order upon the Seller notifying Legrand Australia that it accepts the Purchase Order. The Seller is not bound to accept any Purchase Order, however if the Seller has not accepted the Purchase Order within five Business Days or receipt of the Purchase Order then the Seller will be deemed to have rejected the Purchase Order.

Legrand Australia Standard Terms and Conditions of Purchase

3 Alterations

- 3.1 No changes to an Order are to be made by a party without the written agreement of the other party.
- 3.2 If a party wishes to make a change to an Order it must provide a notice in writing to the other party specifying the proposed change. That notice must include any changes (up or down) to the price for the Goods or Services arising from the variation (**Variation Notice**).
- 3.3 If, as a result of the Variation Notice, the delivery dates for the Order need to be revised, the Seller must notify Legrand Australia within five Business Days of the date of the Variation Notice (**Delay Notice**). If the Seller issues a Delay Notice Legrand Australia may elect to withdraw the Variation Notice. If Legrand Australia withdraws the Variation Notice in accordance with clause 20, the Seller must continue to comply with the requirements of the original Order unless notified otherwise by Legrand Australia.

4 Price

- 4.1 Each Order is placed on a firm price basis and the price specified in an Order (as accepted by the Seller in accordance with clause 2.5) is not subject to increases in price without Legrand Australia's prior approval in writing and unless the Order expressly provides otherwise includes all charges, Taxes (including GST, VAT, sales tax, use tax or any tax analogous thereto), excises, duties, all amounts payable by Legrand Australia for the use or enjoyment of any patents, copyright, registered design, trademarks and other Intellectual Property Rights and in relation to:
- (a) an Order for Goods, includes insurance, freight and delivery costs to the delivery address stated in this Order and the off-loading of the Goods by the Seller at delivery address; and
- (b) an Order for Services, includes insurance and travel costs of the Seller.
- 4.2 All invoices for the Goods and/or Services must meet the requirement of a valid tax invoice under the applicable Law and must include Legrand Australia's company details, the Order number (if applicable), delivery date, detailed description of the Goods and/ or Services, the price broken down to reflect the same price components on the Order and set out the amount of any applicable Tax. All invoices must be provided to accounts.payable@legrand.com.au.
- 4.3 Unless otherwise agreed in writing by Legrand Australia, the Seller's tax invoice for the Goods and/or Services is payable within the period stipulated on the Order (as accepted by the Seller in accordance with clause 2.5) or if no period stipulated within 60 days from the end of the month in which the tax invoice was received by Legrand Australia except where Legrand Australia is required

by the applicable Law to pay within a shorter time frame.

- 4.4 Payment will not constitute an acceptance by Legrand Australia that the Goods and/ or Services are not defective and will not in any way affect Legrand Australia's rights under these terms and conditions or at Law.
- 4.5 In the event that any Goods are not delivered, do not conform to the Order or the requirements of these terms and conditions or are otherwise defective, Legrand Australia may withhold payment for those Goods until the relevant Goods are delivered or the defect or non-conformance is rectified.

5 Tariff Concessions

- 5.1 If the Goods and/or Services are being imported into Australia and a tariff concession is available to the Seller, the Seller must take all reasonable steps to obtain the tariff concession in respect of the Goods and/or Services. If a tariff concession is available to Legrand Australia, the Seller must supply all documentation and do all acts, matter and things reasonably requested by Legrand Australia to assist it in obtaining a tariff concession in respect of the Goods and/or Services.

6 Warranties for Goods

- 6.1 The Seller warrants and represents to Legrand Australia that the Goods:
- (a) match the description of the Goods in the Order.
- (b) are fit for the purpose for which goods of the same kind are commonly supplied and any other purpose made known to the Seller by Legrand Australia at the time of, or prior to, submitting the relevant Order;
- (c) are of merchantable quality and to be free from defect in material and workmanship;
- (d) comply to any sample of the Goods provided by the Seller to Legrand Australia;
- (e) are in accordance with and conform to any specifications, drawings, samples or other description (if any) furnished by Legrand Australia to the Seller at the time of, or prior to, submitting the relevant Order. Any in-progress inspection by Legrand Australia's employees or agents or other representative does not affect this requirement;
- (f) are made with new high quality materials and are free from any hazardous substances;
- (g) comply with all applicable standards, safety standards, Laws and regulations of Australia and any other country to which the Goods are being delivered;
- (h) are made with a high level of care, skill and diligence and in accordance with industry best practices;
- (i) are free from any lien, charge or encumbrance of any kind, third party rights or claims;

Legrand Australia Standard Terms and Conditions of Purchase

(j) do not infringe any Intellectual Property Rights and that the promotion, sale and distribution of the Goods by Legrand Australia or the Seller will not infringe any trade mark, patent, registered design, copyright or similar or other industrial commercial property rights of any person, nor give rise to payment by Legrand Australia or any other person of any royalty to any third party or to any liability to pay compensation in respect of any such Intellectual Property Rights; and

(k) if the manufacturer of the Goods has provided a warranty in respect of the Goods, that warranty complies with all applicable Laws and the benefit of the warranty will be passed on to Legrand Australia and to its customers without liability to Legrand Australia. The Seller must assign to Legrand Australia at the request of Legrand Australia the benefit of any warranty or guarantee that the Seller has received from any supplier (whether under contract or by implication or operation of Law).

7 Warranties for Services

7.1 The Seller warrants and represents to Legrand Australia that:

- (a) the Services match the description of the Services in the Order;
- (b) the performance of the Services complies with all applicable Laws, regulations and other governmental requirements of Australia and any other country to which the Services are being delivered;
- (c) the Services comply with any requirements specified by Legrand Australia to the Seller at the time of, or prior to, submitting the relevant Order;
- (d) the Services do not infringe any Intellectual Property Rights and will not infringe any trade mark, patent, registered design, copyright or similar or other industrial commercial property rights of any person, nor give rise to payment by Legrand Australia or any other person of any royalty to any third party or to any liability to pay compensation in respect of any such Intellectual Property Rights; and
- (e) the Services are fit for the purposes for which they would ordinarily be required and any other purposes notified by Legrand Australia to the Seller at the time of, or prior to, submitting the relevant Order and will achieve any results specified in the Order;

8 General warranties

8.1 The Seller warrants and represents to Legrand Australia:

- (a) the Seller, its officers, employees, agents and contractors have the necessary skill, experience and ability to properly fulfil the Seller's obligations under each Order;
- (b) all services provided by the Seller will be performed with a high level of skill, care and diligence and in accordance with industry best practices and in accordance with all relevant standards, Laws and regulations. The Seller acknowledges that Legrand

Australia is relying on the Seller's skill care and diligence in carrying out such services; and

(c) the Seller has all consents, licences or permits required for the supply of the Goods and/or Services to Legrand Australia.

8.2 The warranties given by the Seller under clauses 6, 7 and 8 (as applicable), are in addition to and will not derogate from any conditions or warranties of the Seller implied by any relevant Law.

8.3 The Seller acknowledges that Legrand Australia has entered into these terms and conditions in reliance of the representations and warranties in clause clauses 6, 7 and 8. For the avoidance of doubt a breach of any of the warranties set out in clauses 6, 7 and 8 will be a material breach of these terms and conditions.

9 Delivery, Inspection and return of Goods

9.1 The Seller must deliver the Goods to the delivery address and within any time specified in the Order (as accepted by the Seller in accordance with clause 2.5) or as otherwise agreed between the Seller and Legrand Australia and in this respect time will be of the essence.

9.2 The Seller must, if required by the Order, ensure that a delivery docket which includes Legrand Australia's Order number and any other information required by the Order is provided to Legrand Australia with the Goods. Legrand Australia may refuse to accept delivery of Goods without such delivery docket.

9.3 Legrand Australia may inspect the Goods at its discretion within five Business Days of the date of delivery and the Seller must facilitate such inspection on request by Legrand Australia.

9.4 Without limiting the powers granted under clause 9.3, if the Goods are delivered directly by the Seller to Legrand Australia's customer, that customer may also inspect the Goods. Signed delivery dockets or payment for the Goods does not mean acceptance by Legrand Australia of Goods delivered.

9.5 If, on inspection, the Goods do not conform to the Order or the requirements of these terms and conditions or are otherwise defective Legrand Australia may reject the Goods.

9.6 Legrand Australia will notify the Seller if the Goods are rejected pursuant to clause 9.5, and hold such Goods for the Seller's instructions and at the Seller's risk for a reasonable period not exceeding 60 days. If the Seller's instructions are not received within that period, Legrand Australia may return the Goods to the Seller's premises at the Seller's expense and risk and any expense reasonably incurred by Legrand Australia in such return is payable forthwith by the Seller.

9.7 Delivery of Goods is deemed to have occurred when completed by the Seller in accordance with

Legrand Australia Standard Terms and Conditions of Purchase

- the relevant Incoterm specified in the Order or as agreed in writing between the parties.
- 9.8 The Seller must notify Legrand Australia as soon it becomes aware that it may not be able to deliver the Goods by the time specified in the Order.
- 10 Title and Risk of Goods**
- 10.1 Risk and title to the Goods passes to Legrand Australia on delivery of the Goods in accordance with clause 9. The Goods are at the Seller's risk until such delivery occurs.
- 10.2 Nothing in the conduct of Legrand Australia or the transfer of property in the Goods (including delay that is or is not the fault of Legrand Australia or of any person who represents Legrand Australia) alters the incidence of risk under this clause.
- 10.3 In the event Legrand Australia is required or entitled to return any Goods to the Seller, risk in the Goods passes to the Seller upon the Goods being removed from the delivery address or any Legrand Australia premises.
- 11 Performance and delivery of Services**
- The Seller must perform all Services in accordance with the Order and by the delivery dates specified in the Order referable to them.
- 12 Seller obligations - Services**
- 12.1 The Seller must:
- (a) perform the Services:
- (i) at the Services Location;
 - (ii) in a competent, proper and workmanlike manner in accordance with good industry practice;
 - (iii) exercising a standard of skill, diligence, knowledge, judgment and care expected of an experienced Seller providing goods and services of a similar nature;
 - (iv) in a manner that is safe to both people and the environment assessed against the higher of industry best practice and legislative requirements;
 - (v) so as not to interfere with any activities of any other person at any Legrand Australia premises or the Services Location; and
 - (vi) so as to minimise delays in the performance of the Services;
- (b) supply and maintain, at its own cost, everything the Seller requires in order to provide the Services in accordance with the Order including all personnel, goods, materials and authorisations;
- (c) where the Seller provides the Services through its employees, agents or permitted sub-contractors, ensure that such personnel are suitably qualified and competent;
- (d) ensure that all equipment used by the Seller in performing the Services is maintained in a reasonable condition and complies with and is used in accordance with all relevant Laws, regulations and other governmental requirements;
- (e) pay all of the Seller's employees and sub-contractors on time in respect of any work undertaken in respect of the Services; and
- (f) notify Legrand Australia on completion of the Services.
- 13 Royalties**
- 13.1 The Seller acknowledges and agrees that the Goods are for the use or re-sale by Legrand Australia or its associated companies and may be incorporated in any products (whether owned or used or possessed or manufactured by Legrand Australia). The Seller is not entitled to and must not make any claim for royalties or other additional compensation from Legrand Australia by reason of or connected with such use, re-sale or manufacture.
- 14 Intellectual Property Rights**
- 14.1 Legrand Australia retains all Intellectual Property Rights in any specifications, technical data, drawings, plans, designs, and other materials provided by Legrand Australia in connection with an Order ('**Legrand Australia Intellectual Property**').
- 14.2 Legrand Australia grants the Seller a non-exclusive, non-transferable licence to use Legrand Australia Intellectual Property solely for the purpose of fulfilling an Order.
- 14.3 To the extent that any Goods and/or Services (including any Software), are created, delivered, or modified in accordance with Legrand Australia's specific requirements and/or technical or functional specifications then all Intellectual Property Rights arising out of or created during the performance of the Order in accordance with, or to confirm with, such specific requirements and/or technical or functional specifications will be the property of and belong to Legrand Australia. The Seller will take any action reasonably required by Legrand Australia to give effect to this clause 14, including obtaining any assignment from its employees or a third party and will execute such documents as are reasonably required to give effect hereto.
- 15 Goods - Special dies, etc to remain Legrand Australia's property**
- 15.1 Special dies, tools, patterns and drawings (each a "**tool**") used in manufacture of the Goods, the cost of which is met by Legrand Australia, remain Legrand Australia's property whether during or after the termination of these terms and conditions.
- 15.2 The Seller must keep the tools in good condition and when necessary maintain the tool without expense to Legrand Australia.
- 15.3 The Seller agrees that it will not use any tool in the production, manufacture or design of any other

Legrand Australia Standard Terms and Conditions of Purchase

articles, nor of larger quantities than those required on the relevant Order, except with Legrand Australia's prior written consent and at the termination of this Agreement each tool must be disposed of as Legrand Australia reasonably directs.

- 15.4 While the Seller is in possession of Legrand Australia's tools, it acknowledges that it is a bailee of them and owes to Legrand Australia the duties, responsibilities and liabilities of a bailee.

16 Confidential Information

- 16.1 Each party must keep confidential the terms of the Order and any confidential information of the other party. Confidential information of Legrand Australia includes information relating to: the Goods or work made or done according to Legrand Australia's design or specifications or developed for Legrand Australia or at the direction of Legrand Australia, and any original or copy of designs or specifications supplied by Legrand Australia that are held by the Seller on Legrand Australia's behalf, and business data or other commercially valuable information of Legrand Australia. Each party must not disclose the other party's confidential information or furnish it to any other person, firm or government without the other party's prior written consent unless required to do so by Law. Each party must take all reasonable precautions to protect the confidentiality of the other party's confidential information.

17 Packing costs and standard

- 17.1 The Seller must bear the costs for all labelling, wrapping, packing, cartons or crating of the Goods and the costs of return of any crating, and including any such costs claimed by their agents or Sellers, unless otherwise agreed in writing by Legrand Australia.
- 17.2 The Seller must ensure that all Goods are suitably and securely packed or otherwise prepared for shipment in accordance with carriers' requirements.

18 Advertising

- 18.1 The Seller must not, without Legrand Australia's prior written consent, in any manner advertise or publish the fact that the Seller has contracted to Legrand Australia with the Goods and/or Services.

19 Delivery documents

- 19.1 The Seller must invoice Legrand Australia for the price of the Goods and Services promptly after delivery of the relevant Goods or Services to Legrand Australia and must provide Legrand Australia with monthly statements of account.
- 19.2 The Seller must dispatch packing lists, shipping documents and certified invoices to Legrand Australia's office by direct mail on the day of shipment unless a different method or date of dispatch (or both) is agreed by Legrand Australia.

20 Cancellations of Order

Legrand Australia may immediately cancel an Order if the parties (acting reasonably) are not able to reach an agreement on commercial terms or any other variation within thirty (30) days of the date on which either party sought a change to the commercial terms or other variation.

- 20.1 If an Order is cancelled under clause 0, the Seller will:

- (a) immediately cease carrying out the Order;
- (b) promptly return to Legrand Australia all property, documentation or information provided by Legrand Australia to the Seller in connection with the Order; and
- (c) use its best endeavours to mitigate all costs in connection with the cancellation of the Order.

- 20.2 If the Order is cancelled under clause 0, the Seller acknowledges and agrees that it will only be entitled to claim from Legrand Australia the amount payable for any Goods and/or Services already delivered to Legrand Australia up to the date of cancellation and the Seller will not have and may not prosecute any claim whatsoever at Law or in equity against Legrand Australia in relation to such cancellation including any claim for loss of profits, or direct or indirect damages or loss or for any loss of a consequential nature, or costs, losses, or expenses suffered or incurred by the Seller.

21 Termination by Legrand Australia

- 21.1 Without prejudice to any other rights or remedies to which it may be entitled, Legrand Australia may immediately terminate an Order and/or this Agreement by notice to the Seller if:

- (a) the Seller becomes or is in jeopardy of becoming insolvent or going to liquidation, having a receiver or administrator appointed to it or any part of its assets or it entered into any scheme or arrangement with creditors;
- (b) the Seller commits a material breach of its obligations under these terms and conditions (including but not limited to a breach of any warranty under clauses 6, 7, 8 or 30) which is not capable of remedy;
- (c) the Seller commits a breach of its obligations under these terms and conditions (including but not limited to a breach of any warranty under clauses 6, 7, 8 or 30) which is capable of remedy and does not remedy the breach within thirty (30) Business Days of notice by Legrand Australia requesting the breach be rectified and
- (ci) the Seller breaches clause 29.

- 21.2 In the event that Legrand Australia terminates an Order pursuant to this clause 21, without limiting any other rights it may have, Legrand Australia may at its discretion engage others to, or itself, carry out any part or the whole of the Seller's obligations under these terms and conditions.

Legrand Australia Standard Terms and Conditions of Purchase

21.3 If Legrand Australia terminates an Order under this clause 21, it will have the same entitlements and the Seller will have the same liabilities as each would at Law, had the Seller repudiated the Agreement and Legrand Australia terminated this Agreement by acceptance of the Seller's repudiation.

21.4 Without limitations, the Seller must, in addition to any other liability, pay the costs of removing any defective Goods, or Goods not supplied in accordance with the Order or these terms and conditions or rejected by Legrand Australia pursuant to clause 9, from Legrand Australia's premises, including any the costs of packing, storage, transport or shipping .

22 Termination by the Seller

22.1 Without prejudice to any other rights or remedies to which it may be entitled, the Seller may immediately terminate an Order and/or this Agreement by notice to Legrand Australia if:

- (a) Legrand Australia becomes or is in jeopardy of becoming insolvent or going to liquidation, having a receiver or administrator appointed to it or any part of its assets or it entered into any scheme or arrangement with creditors;
- (b) Legrand Australia commits a material breach of its obligations under these terms and conditions which is not capable of remedy; and
- (c) Legrand Australia commits a breach of its obligations under these terms and conditions which is capable of remedy and does not remedy the breach within thirty (30) Business Days of notice by the Seller requesting the breach be rectified.

22.2 If the Seller terminates an Order under this clause 22, it will have the same entitlements and Legrand Australia will have the same liabilities as each would at Law, had Legrand Australia repudiated the Agreement and the Seller terminated this Agreement by acceptance of Legrand Australia's repudiation.

23 Breach of warranties

23.1 If:

- (a) the Seller breaches any of the warranties in clauses 6, 7 or 8;
- (b) Legrand Australia rejects any Goods under clause 9.5; or
- (c) the Seller breaches clause 12.1(a),

such that the Goods or Services are defective or not supplied or performed in accordance with this Agreement then, without limiting its other rights and at Legrand Australia's discretion and upon demand from Legrand Australia, the Seller must (as applicable) at the Seller's cost and expense:

- (d) repair or modify the Goods;
- (e) replace the Goods;
- (f) re-perform part or all of the Services; or

(g) refund any amount paid by Legrand Australia to the Seller in relation to the Goods and/or Services (subject to Legrand Australia returning any such Goods to the Seller).

23.2 The Seller's obligations under clause 23.1 will continue for at least 24 months after the Goods are delivered pursuant to clause 9 and/ or the Services are delivered pursuant to clause 11.

23.3 If the Seller fails to comply with clause 23.1, Legrand Australia may (as applicable):

- (a) engage an alternative Seller to provide the Services and/or supply the Goods and recover Legrand Australia's reasonable costs of doing so from the Seller as a debt; and
- (b) repair, modify or replace the Goods and/or dispose of the Goods and recover any reasonable costs of doing so from the Seller as a debt.

24 Liability and Indemnity

24.1 To the extent permitted by Law, the Seller must indemnify and hold harmless Legrand Australia, its directors, officers, employees and agents and its related bodies corporate (**Indemnified Person**) against all actions, claims, demands, damages, costs, charges and expenses whatsoever brought or made against an Indemnified Person or incurred by an Indemnified Person in respect or as a result of:

- (a) any product recall or remedial action required as the result of any defective workmanship, quality, design or materials of the Goods unless to the extent that due to the Seller having followed Legrand Australia's design or instruction;
- (b) infringement or alleged infringement of any form of Intellectual Property Right by the use or sale of the Goods or materials supplied to Legrand Australia unless to the extent that the infringement is due to the Seller having followed Legrand Australia's design or instruction;
- (c) any injury loss or damage to persons or property caused by act, default or negligence of the Seller, its employees, sub-contractors or agents or by faulty design, workmanship or materials unless to the extent that the injury, loss or damage is caused by the negligence of Legrand Australia; or
- (d) any claim brought or made by a third party against an Indemnified Person in relation to the late delivery of the Goods and/or Services by the Seller.

24.2 For the avoidance of doubt, Legrand Australia may make a claim under an indemnity in this clause 24 for any damages, costs, charges, expenses or losses incurred by an Indemnified Person as a result of the Indemnified Person breaching its contractual obligations to a third party as a result of the circumstances or conduct the subject of the indemnity in this clause 24.

25 Dispute Resolution

25.1 If a dispute or difference arises between Legrand Australia and the Seller in respect of any fact, act,

Legrand Australia Standard Terms and Conditions of Purchase

matter or thing arising out of or in connection with these terms and conditions and one party requires the dispute to be resolved, then that party will promptly give the other party a written notice giving details of the Dispute.

- 25.2 Within 10 Business Days of a party receiving a notice referred to in clause 25.1, Legrand Australia and the Seller and/or their delegates must meet and attempt to resolve the dispute in good faith.
- 25.3 If, within 60 calendar days of the meeting referred to in clause 25.2, the dispute is still not resolved, then, either party may proceed to litigation.

26 Force majeure

Neither party will be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations occasioned by any cause whatsoever that is beyond its reasonable control including: Act of God; war; civil disturbance; pandemics or epidemics; requisitioning by governments or public authorities; governmental restrictions; prohibitions or enactments of any kind; import or export regulations; strikes; shipping and transport delays; lock-outs or other industrial disputes (whether involving its own employees or those of any other person); difficulties in obtaining the Products or materials; breakdown of machinery; fires; or accidents. If any such event occurs the affected party may to the extent necessary suspend any Order or these terms and conditions for as long as the relevant event prevents it from performing any obligation under this Agreement, without incurring any liability to the other party for any such loss or damage.

27 Insurance (for Australia Sellers)

- 27.1 In addition to any insurance which the Seller is by Law obliged to effect, the Seller must procure and maintain at its own expense, with an insurer registered as an "Authorised Insurer" by the Australian Prudential Regulation Authority (APRA) as the regulating authority such policies of insurance, including:
- (a) public liability insurance to cover loss or damage in relation to personal injury (including illness), or damage to property including property belonging to third parties;
 - (b) product liability insurance, to cover loss or damage in relation to defective Goods that cause personal injury, property damage and losses such as delay, recall and rectification costs in relation to defective Goods; and
 - (c) professional indemnity insurance.
- 27.2 Each policy must be for an amount of not less than \$20 million (AUD) per occurrence for public liability insurance and in aggregate from product liability insurance. The Seller must ensure that Legrand Australia is named as or falls with the definition of

an insured party in respect of any liability arising out of or by reason of the supply of the Goods.

- 27.3 The Seller must provide Legrand Australia copies of certificates of insurance for the insurances required by this clause if requested by Legrand Australia. The Seller is responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required of the Seller under this clause.

28 Imports and Embargoes

- 28.1 This section applies where the Seller undertakes import of the Goods it supplies to Legrand Australia or where our commercial arrangement is not restricted solely to the Australian market (**Imports**).
- 28.2 The Seller warrants and undertakes to Legrand Australia:
- (a) The Seller will comply with all the import control regulations of Australia, New Zealand, France, the EU, and the USA and those of any other applicable jurisdiction and it will obtain all necessary licences, shipping documents and authorisations required under such legislation in respect of such Imports.
 - (b) The Seller will not Import or re-Import the Goods from a country that is subject to embargo or sanction without having obtained all necessary authorisations from Australian, New Zealand, French, European or American authorities, the United Nations or any other country or organisation that imposes such restrictions.
 - (c) The Seller will not obtain supply of the Goods from parties, organisations or entities subject to embargoes, sanctions or other restrictions imposed by Australia, New Zealand, France, the EU, the USA, the United Nations or by any other country, or to parties, organisations or entities if there is reason to believe that they fail to fully comply with all applicable national or international regulations, sanctions and embargoes.
 - (d) The payments received for the Goods are not intended to be used in connection with any sectors or use that is banned or subject to restrictions under any applicable Laws, unless all required authorisation by the relevant bodies have been obtained.
 - (e) All transfer and receipt of funds by the Seller must comply with all applicable national and international Laws.
 - (f) To enable authorities or Legrand Australia to conduct compliance audits, the Seller upon request by Legrand Australia, will promptly provide Legrand Australia with all relevant licences and authorisations, information as to the identity of the Seller from whom the Goods are obtained, the destination and intended use of the payments for the Goods and the financial institutions or entities used to collect and issue payments.
 - (g) The Seller will notify Legrand Australia if the Seller suspects that any person the Seller has obtained

Legrand Australia Standard Terms and Conditions of Purchase

the Goods from may not be complying with any embargo, sanction or applicable Import control Law.

- (h) Seller will indemnify and hold harmless Legrand Australia from and against any and all claims, proceedings, actions, fines, losses, costs and damages arising out of or relating to any noncompliance by the Seller with any of the above undertakings or breach of any relevant Import control Laws or sanction or embargo.

- 28.3 The Seller's compliance with all the above undertakings is a condition of Legrand Australia continuing purchase the Goods from the Seller and Legrand has the right to suspend such purchase and terminate this Agreement where Legrand Australia if the above undertakings are not being complied with or if any obligation under this Agreement would constitute a breach of any national or international Law or any embargo or sanction and Legrand Australia will have no liability to the Seller or any third party by way of damages or otherwise in respect of such suspension or termination.

29 Compliance with Anti-Bribery, Money Laundering and Corruption Legislation

- 29.1 The Seller represents and warrants that it will comply with all applicable Laws including but not limited to all anti-corruption, anti-bribery, anti-trust and anti-money laundering laws, export or embargo laws and other criminal laws, rules and regulations applicable to the Seller.
- 29.2 The Seller warrants to Legrand Australia that it has not, and will not, make any payment or transfer of anything of value to any personnel of Legrand Australia, or any government representative, or to any representative of any company or business, to secure an improper advantage or benefit in relation to the matters contemplated by this Agreement.
- 29.3 Seller agrees to notify any breach of any term of this clause, to Legrand Australia within a reasonable time.
- 29.4 The Seller acknowledges and agrees to participate in Legrand Australia's due diligence process pursuant to clause 29.1 before entering into any relationship and during the relationship.
- 29.5 Legrand Australia reserves the right undertake due diligence audits of the Seller, as part of Legrand Australia's due diligence process and the Seller acknowledges and agrees to participate and provide supporting information for the due diligence audit.

30 Health and safety

By accepting an Order, the Seller guarantees that the Goods the subject of the Order are equipped with all the statutory and standard safety features. Wherever the Order involves services to be provided within Legrand Australia's establishments, or those of its clients, the Seller will take all the necessary measures to comply with the legal and

statutory provisions relating to health and safety in respect of the provision of those services.

31 Environment

Where the Goods are pollutants or where the Goods contain components that are subject to Directive of the European Parliament on Restriction of Hazardous Substances (RoHS), Regulation (EC) No 1907/2006 – Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and Regulation (EU) 2017/821 – Conflict Minerals Regulation the Seller is obliged to notify Legrand Australia of the presence of the pollutants or components, any measures or precautions which must be taken when using the Goods and for their possible destruction (or that of residues) following use, in accordance with the applicable law or regulations on the date of receipt. Compliance with this clause constitutes an essential and decisive condition of the Order.

32 Compliance with Legislation, Corporate Social Responsibilities

- 32.1 The Seller represents and warrants they will comply with Legrand Group's Human Rights Charter (which can be accessed at <https://www.legrandgroup.com/en/our-commitments/csr-resource-center>) to the extent it is applicable to the performance of these terms and conditions.
- 32.2 The Seller acknowledges and agrees to participate in Legrand Australia's due diligence process in respect of the matters referred to in clause 29.1 and 32.1, before entering into any relationship and during the relationship.
- 32.3 Legrand Australia reserves the right undertake due diligence audits of the Seller, as part of Legrand Australia's due diligence process and the Seller acknowledges and agrees to participate and provide supporting information which is reasonably requested by Legrand Australia for the due diligence audit.
- 32.4 The Seller acknowledges and agrees that any breach of this clause is deemed a material breach.

33 Contribution to reducing environmental impacts

The environment is a key aspect of Legrand Australia's CSR policy. The Seller agrees to read Legrand Australia's CSR policy (<https://www.legrandgroup.com/en/our-commitments/csr-resource-center>) and to consider implementing measures that will result in the Seller helping reduce the environmental footprint of the economic chain through improving waste recycling, risk management, including management of pollution and emissions, environmental protection, preserving biodiversity and contributing to a circular economy.

34 Privacy

Legrand Australia Standard Terms and Conditions of Purchase

- 34.1 Seller will comply with all applicable Privacy Laws in relation to all personal information it collects, uses, discloses, processes or controls in relation to this Agreement and will take all appropriate measures required to protect against the unauthorised use, disclosure or loss of that personal information.
- 34.2 Legrand Australia's Privacy Policy and Credit Reporting Policy are on our website at legrand.com.au. The Seller and its directors, partners or proprietors:
- (a) consent to the collection, use and disclosure of the personal information and credit information for the purpose of Legrand Australia purchasing the Goods and or Services; and
 - (b) consent to any personal information collected by Legrand Australia being disclosed to third parties operating outside Australia including New Zealand, France, and other European countries, United States of America, and any other country where Legrand Australia or its related entities have a presence or engage third parties, acknowledge and agree that Australian Privacy Principle 8.1 will not apply to such disclosures, that Legrand Australia will not be required to take such steps as are reasonable in the circumstances to ensure such third parties outside of Australia comply with the Australian Privacy Principles and will not be accountable under the *Privacy Act 1988* (Cth) and the individual will not be able to seek redress against Legrand Australia under the *Privacy Act 1988* (Cth) in the event such overseas third parties do not comply.
- 35 General**
- 35.1 Neither party may subcontract, assign or novate an Order or any obligations or rights under these terms and conditions without the prior written consent of the other party.
- 35.2 No neglect, delay or indulgence on the part of a party in enforcing any of these terms and conditions will prejudice the rights of that party or be construed as a waiver of any such rights.
- 35.3 Nothing in this Agreement will be construed to create an employment or agency relationship, partnership or joint venture between Legrand Australia and the Seller.
- 35.4 If any part of these terms and conditions (including any provision, part, paragraph, phrase or word) is illegal, invalid or unenforceable it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from these terms and conditions, but in any event the remaining provisions will remain in full force and effect.
- 35.5 This Agreement is governed by and must be construed in accordance with the Laws which apply in New South Wales, except for the *Sale of Goods (United Nations Convention) Act 1994* which is expressly excluded except that in the event the Seller is in a jurisdiction other than Australian and any part of these terms and condition is required by the Laws of the Seller's jurisdiction to be severed then the relevant terms of the United Nations Convention on Contracts for International Sale of Goods will apply to replace the severed terms and conditions.. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in respect of all matters or things arising out of these terms and conditions and any other provision of this Agreement.
- 35.6 The parties waive any right to have this Agreement and these terms and conditions translated from English to any other language. If they are subsequently recorded in any other language, the English language version will prevail to the extent of any inconsistency.
- 35.7 Clauses 1, 13, 14, 16, 24, 25, 29, 30, 31, 32, 33 34, 34, 35 survive the termination of this Agreement as do any other provisions that by implication from their nature are intended to survive the termination and any rights and remedies accrued prior to termination.

Legrand Australia Standard Terms and Conditions of Purchase

ADDITIONAL SPECIAL CONDITIONS FOR THE SUPPLY OF DISTRIBUTION BOARDS & MAIN SWITCHBOARDS

1 Application

Where Goods and Services are supplied by the Seller to Legrand Australia on a project that Legrand Australia is performing for its customer, the clauses in these Special Conditions will apply.

To the extent of any inconsistency between the terms of these Special Conditions and the other terms set out in the terms and conditions, the terms of these Special Conditions will prevail.

2 Interpretation and definitions

All capitalised terms used in these Special Conditions have the meaning given to them in the Terms and Conditions, unless defined below.

- (a) **“Customer”** means Legrand Australia’s customer for the Project.
- (b) **“Practical Completion”** means when the Project Deliverables are completed and meet the Specifications, including but not limited to, the Seller providing to the satisfaction of Legrand Australia, the product for inspection and the completion of a Project completion checklist which includes Photographic evidence, FAT test, Data sheets, grading, temperature verification, type test and switch board compliance documents.
- (c) **“Project Deliverables”** means the Goods and Services that are being delivered by the Seller for the Project in accordance with an Order and these terms and conditions.
- (d) **“Specifications”** means the design and specifications of the Project Deliverables as approved or provided under the Order submitted by Legrand Australia in accordance with clause 3.2 of these Special Conditions.
- (e) **“Terms and Conditions”** means the Standard Terms and Conditions of Purchase to which these Special Conditions are attached.
- (f) **“Timetable”** means the timetable for the provision of the Project Deliverables which is approved or provided by Legrand Australia under the Order submitted by Legrand Australia in accordance with clause 3.2 of these Special Conditions.
- (g) **“Variation”** has the meaning in clause 5.1 of these Special Conditions.

3 Delivery of Project Deliverables and agreement on Specification

- 3.1 Subject to clause 3.4 of these Special Conditions, before submitting an Order, Legrand Australia may require that the Seller provide to Legrand Australia a written quote for the provision of the Project Deliverables, Specifications for the Project Deliverables and a Timetable for provision of the Project Deliverables. At this time, the Seller must also give notice of any proposed variations to the

Project Deliverables for Legrand Australia’s written approval.

- 3.2 When submitting an Order, Legrand Australia must either:
 - (a) approve the Specifications or Timetable which has been provided by the Seller; or
 - (b) provide its own Specifications and Timetable with the Order.
- 3.3 The Seller agrees that:
 - (a) it will not commence any work on the Project Deliverables until it has received an Order from Legrand Australia and accepted that Order; and
 - (b) if the Seller commences any work on the Project Deliverables before receiving an Order from Legrand Australia and accepting that Order, the Seller will be liable for all defects and required remedial actions in accordance with clause 6 of these Special Conditions.
- 3.4 Any variations to the Specifications or Timetable must be approved by Legrand Australia and, if the variation is after the Order has been accepted by the Seller, it will constitute a Variation.
- 3.5 The Seller must deliver the Project Deliverables in accordance with the Timetable and Specifications for that Order.
- 3.6 In delivering the Project Deliverables the Seller will not put Legrand Australia in a position to breach the terms of its agreement with the Customer in regard to the timetable, design or specifications where the Seller is notified of such terms before accepting the Order.

4 Delay and extension of time

- 4.1 If there is no Timetable specified in an Order, the Seller will submit a Timetable to Legrand Australia for approval by Legrand Australia prior to the Seller accepting the Order and commencing the supply of the Project Deliverables.
- 4.2 Any Timetable submitted by the Seller in accordance with clause 4.1 of these Special Conditions, must be approved or rejected by Legrand Australia in writing, within ten (10) Business Days after the receipt of the Timetable.
- 4.3 The Seller must, at all times, take all reasonable steps to ensure that the Project Deliverables are supplied in accordance with the Timetable. If the supply of the Project Deliverables are delayed by an act or omission of Legrand Australia or by an event beyond the Seller’s reasonable control described in clause 26 of the Terms and Conditions, and the delay was not contributed to by the Seller, the Seller will promptly submit a claim in writing to Legrand Australia for an extension of time to the Timetable, setting out the details of the cause of the delay, the activities affected and the extension of time needed. Legrand Australia upon consulting its Customer will, acting reasonably, consider the Seller’s claim and

Legrand Australia Standard Terms and Conditions of Purchase

grant the extension of time requested or such other mutually acceptable period of time as an extension to the Timetable.

- 4.4 Any changes to the Timetable will be considered a variation in accordance with clause 5 of these Special Conditions, including Timetables pursuant to clause 4.3 of these Special Conditions.

5 Variations

- 5.1 Legrand Australia may at any time issue a written notice to the Seller proposing to alter, amend, or otherwise vary an Order, Specifications or Timetable (**Variation**).
- 5.2 The Seller must, within ten (10) Business Days of receiving notice of a Variation, submit a notice to Legrand Australia which includes details of the cost of the Variation and impact the Variation will have on the Timetable (**Variation Response**).
- 5.3 Legrand Australia will accept or reject the Variation Response within ten (10) Business Days of receiving the Variation Response.
- 5.4 Legrand Australia may cancel the Order in accordance with clause 20 of the Terms and Conditions.

6 Compliance

- 6.1 Seller will comply with the Sellers' obligations, warranties and guarantees under clause 6, 7, 8, 12(a) and 30 of the Terms and Conditions and will be liable for the breach of any of its warranties or guarantees in accordance with clause 23 of the Terms and Conditions.
- 6.2 In the event the Seller breaches its guarantees under clause 30 of the Terms and Conditions, the Seller must immediately notify Legrand Australia and provide any information or documents relevant to the breach.
- 6.3 The Seller must comply with any site safety regulations, rules, legislation, codes and standards and any reasonable instructions or directions from Legrand Australia or its Customer in relation to health and safety at any site where the Project Deliverables are being delivered.
- 6.4 The Seller must ensure its employees and agents follow safe work procedures and practices at all times.
- 6.5 In the event the Project Deliverables include parts or material that are not provided by Legrand Australia and sourced by the Seller from third parties, such parts or material must comply with all applicable standards, laws and regulations. In the event the Project Deliverables (other than parts or material provided by Legrand Australia) are defective or require remedial action due to non-compliant parts or material, the Seller will be liable under clause 24 of the Terms and Conditions.

7 Practical completion

For all Goods and Services being delivered as part of a Project:

- 7.1 The Seller will notify Legrand Australia in writing when the Project Deliverables have reached Practical Completion. Where the Project Deliverables are delivered to Legrand Australia's warehouse, Legrand Australia will inspect the Project Deliverables to determine if the Project Deliverables have reached Practical Completion and advise the Seller in writing of whether the Project Deliverables have reached Practical Completion.
- 7.2 In the event, the Project Deliverables are delivered by the Seller directly to the Customer, Legrand Australia must be notified of Practical Completion before the Project Deliverables are shipped. In accordance with clause 8 of these Special Conditions, Legrand Australia reserves the right to inspect the Project Deliverables at the Seller's premises and determine if Project Deliverables have reached Practical Completion before they are shipped to the Customer. Legrand Australia will advise the seller in writing whether Project Deliverables have reached Practical Completion.
- 7.3 The Seller must notify in writing to Legrand Australia upon delivery of the Project Deliverables the date and time of delivery, proof of delivery and handover to the Customer.
- 7.4 In the event the Project Deliverables are delivered by the Seller directly to the Customer, the Seller must ensure the Project Deliverables are packed and secured in a manner that protects the Project Deliverables from deterioration and damage during transportation and storage at the delivery location. If the Project Deliverables are damaged, destroyed or deteriorated because of unsecure or improper packaging, the Seller will be liable for repairing or replacing the Project Deliverables.
- 7.5 If the Project Deliverables fail to reach Practical Completion, then Legrand Australia will notify the Seller in writing that it rejects the Project Deliverables by setting out the details of the identified defects in the Project Deliverables. The Seller will immediately remedy the defects and resubmit the Project Deliverables to Legrand Australia to certify Practical Completion pursuant to clauses 7.1 and 7.2 of these Special Conditions.
- 7.6 In the event of any post-delivery defects or issues arising from workmanship, the Seller will be responsible for repairing and maintaining the Project Deliverables.
- ### 8 Inspection rights
- 8.1 The Seller will grant Legrand Australia the right to access and conduct inspections at the Seller's factory or premises, upon reasonable notice and during a mutually agreed upon time, to ensure compliance with quality standards and production processes.

Legrand Australia Standard Terms and Conditions of Purchase

8.2 On Practical Completion, the Seller will grant Legrand Australia the right to access the factory or premises at a mutually agreed upon time to inspect the Project Deliverables.

9 Free issue products

In the event Legrand Australia free issues products to the Seller for incorporation into their Project Deliverables the following provisions will apply:

- 9.1 The Seller will hold all free issued products in a fiduciary capacity for Legrand Australia.
- 9.2 The free issue products must be stored securely in accordance with industry standards and best practices to prevent any loss, damage, or unauthorised access.
- 9.3 The Seller must not sell the free issue products in the ordinary course of its business.
- 9.4 In the event of variations to project design or specifications, all unused free issue products must be returned to Legrand Australia.
- 9.5 In the event of a cancellation of an order in accordance with clause 20 of the Terms and Conditions. All free issue products must be returned to Legrand Australia.