

## I - Generalities

1.1 These General Terms of Sale ("Terms") shall govern any offer made by Schneider Electric Controls UK Limited. ("Seller"), and all resulting contracts entered into by the Seller with any buyer (the "Buyer").

1.2 These Terms shall apply exclusively. Any diverging, contrary or complementary general terms and conditions of Buyer shall only become a part of the contract if and to the extent Seller has expressly consented to their validity. This consent requirement shall apply in any case, i.e. where Seller makes a delivery without reservation to the Buyer even though Seller is aware of the Buyer's general terms and conditions.

1.3 The Buyer hereby warrants and represents to the Seller, that it is a business customer acting in the course of a business and is not a consumer, for sales made by Schneider Electric Controls UK Limited, within the meaning of Consumer Right Act 2015.

## II – Purpose and scope

2.1 Unless the Seller provides Buyer with a specific quote in writing, the applicable prices are those appearing in the Seller's price lists in force on the date when the order is placed. In the case of specific quote issued by the Seller, the prices and terms and conditions of that quote relate exclusively to the products (specifications and quantities) which unless expressly stipulated to the contrary.

2.2 The Seller reserves the right to make any changes at any time, in particular in respect of the format, shape, colour, dimensions or materials, to the products, representations, descriptions and specifications of which are set forth in its catalogues and prospectuses.

## III – Concluding sales

3.1 The contract shall be effective upon express and unreserved acceptance of the order by the Seller. Any change to these Terms shall not be valid unless accepted by the Seller in writing.

3.2 The individual contract under these Terms shall become effective upon the Seller's acceptance of the order as provided in Article 3.1, provided however, that in the event that any of the following conditions have been written in to the quote by the Seller or in the correspondence from the Seller, the Seller's obligations under the individual contract shall not commence until that condition has been satisfied:

3.2.1 The Seller requires a down payment from the Buyer;

3.2.2 The Seller requires a Letter of Credit from the Buyer under terms acceptable to the Seller; and/or

3.2.3 Any other Special Conditions of which the Seller has made the Buyer aware.

3.3 Seller shall have the right to claim delay, an extension of time and loss and/or expense if the Buyer does not meet the conditions in Article 3.2.1, 3.2.2 or 3.2.3 if such conditions are notified to the Buyer by the Seller. If such conditions remain unfulfilled thirty (30) days after the individual contract has become effective then, Seller shall have the right to terminate the

contract without any further obligations or any liability for damages.

## IV – Intellectual property and confidentiality

4.1 Under no circumstances is the Seller bound to provide its manufacturing and product-implementation plans, even if the products are delivered with an installation diagram. The designs, documents and codes forwarded to the Buyer, if any, shall remain Seller's sole property and are strictly confidential.

4.2 The technology and know-how, whether patented or not, which is incorporated into the products and all the industrial and intellectual property rights related to the products are, and shall remain, the exclusive property of the Seller, and any information pertaining thereto shall be considered by the Buyer as being strictly confidential, including the information set forth in the drawings and documents which may be provided to it. Consequently, the Buyer undertakes not to communicate said information, whether willingly or not, to any third party and further undertakes to only use it for the products' operating and maintenance requirements.

Any right for the Buyer or any third party appointed by the Buyer to manufacture spare parts, or to have such spare parts manufactured, is hereby excluded. The terms and conditions for using software and databases are set forth in the licences which accompany them. However, regarding third party's technology, such as software embodied in the products ("Program"), the Buyer is granted a non-exclusive, non-transferable and permanent right to use the Program for the sole purpose of using the products for the use for which they are intended. The Buyer undertakes to comply with the terms of the offer and in particular with the instructions for use of the Program or Seller's technology contained in any furnished documentation as the case may be. Consequently, the Buyer undertakes and shall not copy, reproduce, decompile, reverse engineer, disassemble or otherwise seek to reconstitute the source-code of the Program or the Seller's technology. The Buyer shall indemnify the Seller from each and all claims made by third parties, in particular for damages, arising out of a breach of the aforementioned obligations of the Buyer.

4.3 The Buyer will indemnify, keep indemnified and hold the Seller harmless in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which the Seller incurs or suffers directly or indirectly in any way whatsoever as a result of or in connection with a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Buyer's obligations under this Article 4.

## V - Prices – Terms of payment - Taxes

5.1 The prices are expressed exclusive of taxes (in particular VAT), whether payable in England or Ireland, or in the country of delivery of the products.

5.2 The Buyer shall be responsible for the payment (either by way of addition to the prices or adjustment of the list price of the products as applicable) of all trade tariffs (or changes to such trade tariffs) imposed after the date on which this contract was entered into upon any products supplied by the Seller under this contract which are a duty, tax or levy imposed on imports or exports into or out of the EU or the European Economic Area or Switzerland, or any country with which the EU enjoys the benefit of a free trade agreement, of the products or any raw materials or components used by the Seller to manufacture the products or any other products into which the products are to be incorporated or in conjunction with which the products are to be commercially exploited.

5.3 The Seller shall be entitled to revise the prices applicable to this contract as follows (a) by one (1) weeks' notice in writing to the Buyer in the event of (i) any fluctuation in the currency exchange rates applicable at the date of this contract; (ii) any increases in the cost of raw materials, transport or labour; (iii) any changes in legislation; (iv) any changes connected to or arising out of the UK (or part of it) ceasing to be a member state of the EU whether such change occurs before, during or after the date on which the UK ceases to be a member state of the European Union or, where a transition period has been agreed, the date on which the transition period expires; or (v) other events beyond its reasonable control that affect the Seller's ability to perform or the cost of performance under this contract; or (b) by two (2) months' notice in writing to the Buyer in all other cases. The new prices shall take effect upon expiration of afore-mentioned notice period, or, if a later date is specified in such notice, on the date so specified. All orders accepted by the Seller prior to such revisions taking effect shall be processed by the Seller at the prices in effect at the time the order is accepted.

5.4 The conditions and terms of payment are specified in the order confirmation / agreement. Otherwise, the products and/or services are fully payable thirty (30) days NETT from the end of the month in which the Seller submits an invoice and payment shall be made in England for Schneider Electric Controls UK Limited., free of any charge for the Seller. The Buyer shall obtain the Seller's acceptance of the terms of the L/C and of the confirming bank before issuance. Owing to the management costs borne by the Seller, a minimum invoicing amount of £250 or € 250 for Schneider Electric Controls UK Limited, otherwise subject to £17.50 or €17.50 charge.

5.5 In case of any delayed payment, the Seller shall have the right to claim from the Buyer payment of interest on the overdue amount at the rate of four percent (4%) per annum above Barclay's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.

5.6 Failure to pay an instalment on the due date shall automatically cause all amounts owed by the defaulting Buyer to become payable. Moreover, the Seller reserves the right to suspend its own obligations until

receipt of full payment of the payable amounts has been received by the Seller.

**5.7** Should the delay in payment exceed thirty (30) days, the Seller may, after a grace period of eight (8) days from the receipt of Seller's formal notice, cancel the contract, however without prejudice to the statutory rights of the Seller.

**5.8** The foregoing provisions shall apply without prejudice to any and all damages which may be claimed by the Seller.

## **VI – Delivery – Shipping**

**6.1** Unless provided to the contrary, deliveries are deemed as having been made once the products are made available at the Seller's factory or warehouses (DAP-UK, FCA-NON UK, ICC Incoterm in force on the date of the order).

**6.2** If the Buyer does not take possession of the products on the scheduled delivery date, the Seller may automatically cancel the sale without formal notice and without prejudice to any and all damages to which the Seller shall be entitled. Should the Seller not exercise this right, the Buyer shall remunerate the Seller for expenses incurred for the products handling and warehousing expenses until it takes possession thereof.

**6.3** As from delivery, the Buyer assumes all the risks relating to the possession, custodianship and/or use of the products as per the applicable Incoterm, and shall from said date be liable for any damages caused to the products.

**6.4** The Seller will be entitled, at its discretion, to deliver the products by separate instalments.

The Seller will be entitled to invoice the price for each instalment separately in accordance with Article 5. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Buyer the right to cancel or terminate any other contract.

## **VII – Delivery Periods – Liquidated damages**

**7.1** Delivery periods are provided as an indication unless the Seller expressly accepts firm deadlines. The Seller will use reasonable efforts to make the goods available for collection on the estimated delivery date notified to the Buyer but time for delivery of the goods will not be of the essence of the contract.

**7.2** The delivery periods start as from the last of the following dates: (i) the Seller's unreserved acceptance of the order; (ii) the Seller's receipt of certain information which the Buyer is responsible for providing and which is essential to execute the order; (iii) receipt of the down payment which the Buyer undertakes to pay, in accordance with the sales agreement, or in case the price for the products is to be paid by Letter of Credit, on the date on which a Letter of Credit acceptable to the Seller is notified and confirmed, as the case may be, to the Seller.

**7.3** The Seller is automatically discharged from any commitment relating to delivery periods in the event of force majeure or events occurring in the Seller's premises or in those of its suppliers which may disrupt the organisation or business activity of the company such as, for example, act of God, lock-outs, war, insurrection, riot, civil commotion, act or threat of terrorism, embargos, lightning, earthquake, fire, flood,

storm, or extreme weather condition, theft, malicious damage, strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person), breakdown or failure of plant or machinery or machinery accident, scraping parts in the process of being manufactured, inability to obtain or delays in obtaining essential supplies, labour or materials, interruption or delay in transportation (including as a result of any delay in obtaining customs clearance for any goods) or the procurement of raw materials, energy or components, any failure or default of a supplier or sub-contractor of the Seller or any other event outside the control of the Seller or its suppliers or any other consequences arising as a result of or in connection with the UK's withdrawal from the EU.

**7.4** In the event of a delay in delivery, when a firm deadline has been accepted and in the absence of provisions to the contrary, the Seller shall be liable to the Buyer for discharging liquidated damages of zero point five (0.5) % of the DAP-UK, FCA-NON UK price of the products, solution, system or service for which the delivery is delayed for each full week of delay following a one-week grace period, it being hereby stipulated that the amount of these liquidated damages shall not, in all cases, exceed five (5) % of the amount of the price. The aforesaid liquidated damages shall constitute the sole remedy of the Buyer in the event of delays and shall only be payable by Seller if the delay is exclusively attributable to the Seller.

## **VIII – Reservation of title**

**8.1** The Seller retains legal and beneficial ownership of the products, as defined in the offer/sales agreement, until receipt of full payment of the whole price (principal amounts and incidentals) of said products and all other sums which are or which become due to the Seller from the Buyer on any account whatsoever.

**8.2** Until ownership of the products has passed to the Buyer, the Buyer will:

**8.2.1** hold the products on a fiduciary basis as the Seller's bailee;

**8.2.2** store the products (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;

**8.2.3** not destroy, deface or obscure any identifying mark or packaging on or relating to the products;

**8.2.4** not, without the Seller's prior written consent, annex any products to its premises;

**8.2.5** maintain the products in satisfactory condition.

**8.3** The Buyer may use and resell the products in the ordinary course of its business before ownership has passed to it, provided that the Buyer will be permitted to make sales solely on the following conditions:

**8.3.1** any sale will be effected at full market value;

**8.3.2** any sale will be a sale of the Buyer's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale;

**8.3.3** the Buyer will include a retention of title clause in the form of this Article 8 in its sale contract with its customer.

**8.4** The Buyer's right to possession, use and resale of the products will terminate immediately if, before ownership of the products passes to the Buyer in accordance with condition 8.1:

**8.4.1** the Buyer becomes Insolvent;

**8.4.2** the Seller gives the Buyer written notice that it has any reasonable concerns regarding the financial standing of the Buyer;

**8.4.3** the Buyer is in breach of any of its obligations under this Agreement or any other contract between the Seller and the Buyer;

**8.4.4** the Buyer encumbers or in any way charges any of the products; or

**8.4.5** the Terms Sale expire or terminate for any reason.

**8.5** The Seller will be entitled to recover payment for the products (including by way of an action for the price) notwithstanding that ownership of any of the products has not passed from the Seller.

**8.6** The Buyer grants, and will procure that the owner of any third party premises grants, the Seller, its agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the products are or may be stored in order to inspect them, or, where the Buyer's right to possession, use and resale has terminated, to recover them.

**8.7** If the Buyer's right to possession, use and resale of the products terminates in accordance with Article 8.4, the Seller will be entitled to issue the Buyer with a credit note for all or any part of the price of the products together with VAT thereon;

**8.8** If the products have been processed or incorporated in other equipment, the Seller shall own a lien on the processed products or on the equipment into which products have been incorporated until full payment of the price. The Buyer undertakes to mention the existence of this reservation of title to third parties to whom/ which it may sell the products either "as is" or incorporated in a system.

**8.9** Should products be returned under this Article, any down payments received by the Seller shall be acquired by it, without prejudice to any and all damages which the latter may claim.

**8.10** The Seller's rights contained in this Article 8 will survive expiry or termination of these Terms however arising.

## **IX – Packaging**

The prices set forth in the offer are understood as being for Seller's standard packaging. Any request from the Buyer for packing modification other than that which the Seller usually uses shall be charged to the Buyer. Under no circumstances shall the Seller take back packaging.

## **X – Carriage – Customs**

Unless provided for to the contrary in the offer, the products are sold DAP-UK, FCA-NON UK (refer to Article 6.1). Consequently, the Buyer is responsible for carriage, insurance and/or customs' clearance, if any.

## **XI – Environmental regulations**

### **11.1 Removal & disposal of product waste**

The party possessing the waste is responsible for removing and disposing of it or for having it removed and disposed. For the commercial use of electrical and electronic equipment (hereinafter “EEE”) which are subject to the European Directive 2012/19/ EU dated July 4, 2012, and European Directive 2006/66/ EC dated September 6, 2006 and resulting implementation regulation, the organisational and financial responsibility for the removal and processing of waste originating from this EEE marketed after 13 August 2005 is transferred to the Buyer who accepts this responsibility. The direct Buyer undertakes to assume 27, 2003, and European Directive 2006/66/ EC dated September 6, 2006 and resulting implementation regulation, the organisational and financial responsibility for the removal and processing of waste originating from this EEE marketed after 13 August 2005 is transferred to the Buyer who accepts this responsibility. The direct Buyer undertakes to assume responsibility, on the one hand, for the collection and removal of waste originating from the EEE subject to the sale and, on the other hand, for their processing and recycling. The Buyer's failure to comply with these obligations may lead to the application, among other sanctions, of the criminal sanctions provided for by each member state of the European Union.

### **11.2 Provisions applicable to REACH chemical substances**

**11.2.1** For products delivered after publication of the list of candidate substances for authorisation within the meaning of the REACH Regulation no. 1907/2006 and its updates, and in accordance with Article 33, paragraph 1, of said Regulation, the Seller shall inform the Buyer via its [www.schneider-electric.com](http://www.schneider-electric.com) website of the presence of said candidate substances in a concentration above 0.1% weight for weight (w/w) compared to the total weight, in order to ensure use of said product in total safety. Via this same website, the Seller shall inform the Buyer, once it is aware thereof, of changes to the composition of the products / items in question.

**11.2.2** The Seller hereby warrants that the substances, whether alone or contained in preparations or products which it has incorporated for the production run in question have been used in accordance with the provisions relating to registration, authorisation and restriction.

## **XII – Warranty**

**12.1** Defects covered by the warranty  
The Seller undertakes to remedy any defective operation of the products which originates from a defect in design, materials or workmanship, provided however that Seller's obligation shall not apply if:

**12.1.1** the products have not been maintained according to Seller's instructions, or absent said instructions, according to the most common practice in the relevant field, or

**12.1.2** defective operation results from improper storage conditions, or

**12.1.3** defective operation results from non-compliance with Seller's instructions for

installation or energizing. All warranties are also excluded for consumables and replacement or repair work which may result from normal wear-and-tear of the products, damage or accidents owing to insufficient monitoring of the products or use thereof which is non-compliant with their purpose and/or the Seller's instructions and, more generally, for any incident for which the Seller is not liable. The warranty may not apply if changes or additions are made to the products by the Buyer without the Seller's express agreement.

**12.2** The Seller does not provide any guarantee as to the products' capacity to achieve the targets which the Buyer sets for itself, from the moment that such targets have not been expressly accepted by the Seller.

### **12.3 Term of the warranty**

The above mentioned warranty only applies to products which prove defective (as described here above) during the term of the warranty, which shall be eighteen (18) months from the date of manufacture. The warranty starts as of the manufacturing date code that is specified on each product, in which case the duration of the warranty as specified in Seller's e. catalogue will be extended by 6 months. The repairing of, changes to, or replacement of the product or part of it during the warranty period shall in no case cause the product warranty period to be extended.

### **12.4 Terms and conditions for exercising the warranty**

Under this warranty, the Seller remedies the noted defects, at its expense, as soon as reasonably possible and using the means which it deems fit. Replaced parts once again become the Seller's property and shall be returned to it at its first request.

**12.4.1** Upon Seller's choice, the warranty is exercised either by providing the Buyer with a replacement product free-of-charge, or by the product in question being repaired in the Seller's workshops. To this end, the defective parts or products are returned to the Seller at his expense (UK) or Buyer's expense (Non-UK) within 60 calendar days as of the point in time the relevant product appears to be defective; the Seller shall pay for the carriage of replacement products or those having been repaired. Failure by the Buyer to return the alleged defaulting product within the above 60 day period would allow the Seller to invoice the replacement product or the cost of the repair. Under no circumstances does the warranty cover the expenses relating to searching for the defective item on-site or to dismantling and reassembling the product in its environment.

**12.4.2** If, owing to the nature of the products, the repair work has to be carried-out on-site, the Seller shall assume the labour expenses relating to such repair work (with the exception of waiting time and expenses incurred due to the products not being made available).

### **12.5 Buyer's obligations**

In order to benefit from this warranty, the Buyer shall inform the Seller of the defects which it is attributing to the products as soon as the defective operation of the product manifests itself and provide all supporting documents in respect of such defective operation. The Buyer shall provide the Seller with every assistance in duly noting these defects and in order to remedy them;

moreover, unless it has the Seller's express agreement, it shall not carry out the repair work by itself or have such work carried out by a third party.

## **XIII – Liability**

**13.1** These Terms set out the Seller's entire liability and are in lieu of all other warranties whether statutory, express or implied, including but not limited to implied warranties of merchantability, satisfactory quality and fitness for purpose. The Seller shall in no case be responsible whatsoever in contract, in tort or otherwise for:

**13.1.1** loss of profits or revenue, loss of production or loss of business;

**13.1.2** loss of goodwill, loss of reputation or loss of opportunity;

**13.1.3** loss of use, lost data or lost production;

**13.1.4** loss of anticipated savings or loss of margin;

**13.1.5** third party claims; or

**13.1.6** any special, in indirect, consequential or pure economic loss, costs, damages, charges or expenses, relating to or deriving from the products subsequent to their delivery to the Buyer to the extent permitted by law.

**13.2** Without prejudice to Article 13.3 and Article 13.4, in all cases, whatever the cause or subject of the claim, the Seller's total liability, arising under or in connection with the Terms or resulting contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or by way of indemnity or otherwise, shall be strictly limited in all circumstances to the amount of the relevant order(s), exclusive of taxes.

**13.3** Nothing in these Terms will operate to exclude or restrict one party's liability (if any) to the other:

**13.3.1** for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable;

**13.3.2** for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;

**13.3.3** breach of its obligations arising under, for sales made by Schneider Electric Controls UK Limited.

**13.4** The resulting contract as accepted by the Seller and these Terms constitute the entire agreement between the parties and supersede any prior agreement or arrangement in respect of its subject matter and:

**13.4.1** neither party has entered into the resulting contract and these Terms in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the resulting contract and these Terms;

**13.4.2** nothing in this Article will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

**13.5** A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

**13.6** If any of these Terms (including any exclusion from, or limitation of, liability set out in Article 13) is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these Terms and this will not affect the remainder of these Terms which will continue in full force and effect.

**13.7** Nothing in these Terms and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

**13.8** Each party agrees that it is an independent contractor and is entering into these Terms as principal and not as agent for or for the benefit of any other person.

**13.9** The parties do not intend that any term of these Terms will be enforceable for sales made by Schneider Electric Controls UK Limited., under the Contracts (Rights of Third Parties) Act 1999 by any person.

**13.10** The Seller's rights and remedies set out in these Terms are in addition to and not exclusive of any rights and remedies provided by law.

**13.11** The Buyer will not be entitled to assign, transfer, charge, hold in trust for any person or deal in any other manner with any of their rights under these Terms.

#### **XIV - Termination**

**14.1** If the Buyer commits a breach of these Terms or where any of the circumstances set out in clause 7.3 prevents the Seller from fulfilling its obligations under this contract, the Seller may terminate this contract by giving not less than seven (7) days' written notice to that effect to the Buyer.

**14.2** The Seller may terminate this contract immediately by giving written notice to that effect to the Buyer, if the Buyer:

**14.2.1** has a receiver, administrator or provisional liquidator appointed;

**14.2.2** is subject to a notice of intention to appoint an administrator;

**14.2.3** passes a resolution for its winding-up (save for the purpose of a solvent restructuring);

**14.2.4** has a winding up order made by a court in respect of it;

**14.2.5** enters into any composition or arrangement with creditors (other than relating to a solvent restructuring);

**14.2.6** ceases to carry on business; or

**14.2.7** has any steps or actions taken in connection with any of these procedures, and the Buyer will notify the Seller immediately upon the occurrence of any such event or circumstance.

**14.3** Following expiry or termination of this contract

**14.3.1** any conditions which expressly or impliedly continue to have effect after expiry or termination of these Terms will continue in force; and

**14.3.2** all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

**14.4** Within ten (10) days after the date of expiry or termination of these Terms each party will, subject to the exception set out in Article 14.5,

**14.4.1** return to the other party all confidential information (including all copies and extracts) and all other property (whether tangible or intangible) of the other party in its possession or control; and

**14.4.2** cease to use the confidential information of the other party.

**14.5** Each party may retain any confidential information of the other party which it has to keep in order to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes. Article 4 will continue to apply to retained confidential information.

#### **XV – Anti-Corruption**

The Seller will, and will procure that its officers, employees, agents and any other persons who perform services for it in connection with these Terms will not commit any act or omission which causes or could cause the Buyer to breach, or commit an offence under, any laws relating to anti-bribery and/or anticorruption.

#### **XVI – Applicable law - Disputes**

**16.1** The sales agreement which is the subject of these Terms and any non-contractual obligations arising out of or in connection with it will be governed by English law, to the exclusion of its conflict in laws provision and the 1980 Vienna Convention on the International Sale of Goods for sales made by Schneider Electric Controls UK Limited.

**16.2** Any dispute relating to any offer issued, or any sales agreement entered into (including in relation to any non-contractual obligations) which the parties are unable to settle out-of-court, shall be subject to the sole jurisdiction of the courts of England, Wales and Ireland for sales made by Schneider Electric Controls UK Limited.

#### **[ADDITIONAL TERMS APPLICABLE TO SYSTEMS OR SOLUTIONS]**

The following terms are added to the foregoing terms: "System" or "Solution" means any product or combination of products with or without embedded software, which shall be subject to specific adaptations in order to meet the Buyer's requirements and/or which is installed by the Seller, or any set of products / software requiring a specific study to establish a proposed scope of works or solution.

#### **I – Purpose and scope of the tender**

**1** Tenders are provided on the basis of the specifications provided by the Buyer, which shall contain all the information required to determine the features of the System / Solution, in particular:

- The expected functionalities of the System / Solution;

- The installation and environmental conditions; and

- The nature and conditions of the tests to be conducted by the Buyer.

**2** Unless specially provided for, the option period during which the Seller is bound by its tender is one month as from the date when said tender is issued.

**3** Should the sale not be finalised, the studies and documents provided in support of the tender shall be returned to the Seller within a maximum of 15 days as from the tender's expiry date.

**4** In the event of unusual complexity, the tender shall specify the proportion of study costs to be borne by the Buyer should the sale not be finalised.

#### **II – Technical support during commissioning**

**1** Unless provided for to the contrary, the Seller's prices do not include assembly or commissioning of the System / Solution, nor any batch of spare parts.

**2** Whenever the Seller's technicians provide services on the site where the System / Solution is installed, the supply of energy, handling or other equipment and the raw materials of any type required for the Seller's services, shall be the responsibility of the Buyer.

**3** If the sold System / Solution is an automation, the losses and waste in the Buyer's premises during the whole time when the System / Solution is being configured shall also be the responsibility of the Buyer.

**4** Adaptations to the System / Solution which may be required in order for it to operate in compliance with the contractual features shall be the responsibility of the Seller, unless said adaptations are made necessary due to the insufficient nature of, or error in, the information sent by the Buyer, a change to the location of the System / Solution or to its environment. In this case, the cost of the adaptations and the time spent shall be invoiced to the Buyer.

**5** If the on-site services of the Seller's specialists are delayed or prevented for reasons outside its control, the travel and/or waiting time and the expenses incurred in connection thereto shall be invoiced to the Buyer.

#### **III – Tests**

Tests shall be conducted in the Seller's plants under the conditions set forth in the order. Any additional tests, whether conducted in the Seller's plants or on the site where the System / Solution is installed, shall be subject to the express prior agreement of the Seller and shall be carried out at the Buyer's expense.

## **V – Contractual warranty**

**1** Should the nature of the System / Solution mean that it cannot be returned according to the provisions of Article 12.4.1 of these Terms, the expenses relating to the services of the staff required to repair the System / Solution on-site shall not be invoiced to the Buyer by the Seller, with the exception of travel and/or waiting time expenses and expenses incurred due to the Buyer's failure to make the System/ Solution available for repair.

**2** The duration of the warranty is 12 months as of issuance of the Provisional Acceptance Certificate, or 18 months from the date of manufacture for shipment of the last equipment / component of the System / Solution, whichever occurs first.

Any part or component changed or repaired in the context of the contractual warranty will itself benefit from a 3 month warranty, but shall not cause the duration of the warranty of the overall System / Solution to be extended.

**3** Should the Seller incorporate devices or appliances or subsets which it does not manufacture into the System / Solution, the relevant scope and term of the warranty shall be those granted by their manufacturer or seller.

**4** The warranty referred to in Article 12 hereinabove does not apply to malfunctioning of the System / Solution owing to materials or components supplied or imposed by the Buyer, or to a design imposed by the Buyer.