

GENERAL PURCHASE TERMS AND CONDITIONS – Schneider Electric Industries SAS and its subsidiary BEHAR Sécurité**1. GENERAL PROVISIONS – ACCEPTANCE**

These general terms and conditions of purchase (hereinafter the "General Terms") apply to any order (hereinafter the "Order(s)") placed by Schneider Electric Industries SAS and/or its subsidiary BEHAR Sécurité, subject to the specific conditions issued by the said subsidiary (hereinafter "BEHAR"), with any supplier (hereinafter "S."), for the purchase of any product, supply, works and/or services (hereinafter the "Supply(ies)"), in all their provisions which are not modified or supplemented by the provisions of the Order or by any special conditions agreed by the Parties within the framework of the latter.

It is understood that the term "Subsidiary" designates any company which Schneider Electric Industries SAS controls directly or indirectly or over which it exercises control within the meaning of Article L.233-3 of the French Commercial Code.

It is specified that BEHAR's purchasing commitment (namely the validity of the Order placed with the S.) is conditioned by the S.'s acceptance of the entirety of the provisions of the Order. Furthermore, any Order shall be considered as definitively accepted by the S. in all of its provisions, including these General Terms, in the event of commencement of execution of the Order.

The execution of the Order or of the Contract governed by these may be suspended or terminated by BEHAR by registered letter with acknowledgment of receipt without any compensation and without BEHAR's liability being able to be sought in this respect for any reason whatsoever, if the main contract concluded between BEHAR and its own end/main customer is suspended for any reason whatsoever. The S. waives application of Articles 1219 and 1220 of the Civil Code. BEHAR and the S. are under these presents jointly referred to as the "Parties" and individually as a "Party". Furthermore, it is the S.'s responsibility to examine all documents/plans or any information transmitted by BEHAR: the S. has a period of **ten (10) calendar days** to notify any error/omission/non-compliance that it would detect. Failing notification within the time limits, the S. shall bear at its own cost and risk all consequences of such errors/omissions.

2. EXECUTION – DELIVERY – ACCEPTANCE

Unless otherwise provided in the Order, the Supplies shall be delivered in accordance with the Incoterm **DAP** (most recent version of the applicable Incoterms) to the place of delivery agreed in the Order. The contractual delivery date of the Supplies shall mean the goods arrived and unloaded at the delivery point specified in the Order; it is imperative and constitutes an essential provision of the Order. The actual delivery date is that affixed by the recipient of the goods on the duly signed receipt (or delivery) note. The delivery date may be postponed/delayed in time by BEHAR without any additional cost/compensation being claimable from it in this respect. No early delivery may take place without BEHAR's prior written agreement. If an acceptance procedure is provided for in the Order; this is the act by which, at the initiative of the S., BEHAR declares to accept (with or without reservation(s)) the Supply(ies). Except with BEHAR's prior written authorization, components and constituents of the Supplies must be new and conform to the requirements and types of materials provided in the Order. Any change of reference and/or addition and/or removal of a component of the Supplies by the S. cannot be carried out without BEHAR's prior written agreement.

3. TIMESCALES – PENALTIES

3.1 Delivery times are firm.

3.2 Delivery times run from the unreserved acceptance of the Order by the S. or the signing of the Contract by both Parties.

3.3 In case of delay in delivery or acceptance not attributable to a case of force majeure or to a fault of BEHAR, the S. shall be liable for a late penalty calculated on the amount of the Order concerned by the delay at the rate of **0.5% (zero point five percent)** per calendar day of delay until a ceiling

equal to **10% (ten percent)** of that amount is reached.

Beyond this ceiling of 10% (ten percent), BEHAR reserves the right to:

- Claim from the S. compensation for its actual prejudice, and
- Pronounce at any time, unilaterally and as of right, the total or partial termination of the Order for the S.'s fault (without prejudice to any damages that BEHAR could claim), the extent of the delay then being considered as a pure and simple default of the S.

4. MODIFICATIONS

4.1 Modifications by BEHAR. At any time during execution, BEHAR may request the modification of the quantities or of the content of the Supplies, a principle which the S. accepts. These modifications shall be the subject of an amendment negotiated between BEHAR and the S. specifying, where applicable, the new contractual delivery/acceptance time and the adjustment of the economic conditions of the base Order. Failing written agreement on the content of this amendment within a period of fifteen (15) calendar days from the modification request addressed by BEHAR, the latter shall be entitled to impose the implementation of this modification while paying the S., where appropriate, the price supplement it would deem reasonable, subject to the S.'s rights to contest this amount.

4.2 Modifications by the S. The S. shall notify BEHAR in writing of any decision to discontinue marketing and any modification made to the Supply or its manufacture and in particular modifications affecting the process, including any significant modification made to the S.'s or its subcontractors' information systems, critical component supplies, the design of the Supply, the location of the production site(s), insofar as these modifications impact or may impact the technical specifications, compliance with standards, lifespan, reliability or quality of the Supply. The S. shall send said notification to BEHAR in writing **nine (9) months** before the effective date of the discontinuation of marketing or the planned date of implementation of said modifications. BEHAR reserves the right to refuse any modification. Any modification remains in any event the sole responsibility of the S.

5. TRANSFER OF RISKS

Notwithstanding any control or acceptance operations at the S., the transfer of risks is effected upon delivery of the Supplies according to the provisions of Article 2 above. If acceptance is provided, however, the S. retains the risks inherent to the Supply until BEHAR issues an acceptance report without reservation.

In any event, the Supply travels at the S.'s risks and perils.

6. MARKING, PACKAGING AND DOCUMENTATION

6.1 CE Marking. The S. shall comply with the provisions of Regulation (EC) 765/2008, Decision 768/2008/EC, as well as the harmonized standard EN 50581 and their implementing texts, including the manufacturer's declaration of conformity obligation and the constitution of proof of conformity by an appropriate technical file.

6.2 Packaging

6.2.1 The Supplies shall be delivered in appropriate packaging, considering their nature and the precautions to be taken to protect them, notably against weather, corrosion, vibrations, loading or unloading accidents and transport and storage constraints, necessary for their proper preservation. Such packaging shall comply with the rules of the trade and, where applicable, with the specifications of the Order. Unless otherwise stipulated, packaging is not returnable and, in case of returnability, their return is at the S.'s expense.

6.2.2 The packaging of the Supplies/products shall comply with the requirements of European directives and regulations and with those of the national legislations and regulations applicable.

6.2.3 The S. must be able to present to BEHAR as well as to control agents, a written declaration of conformity of the packaging used from the place of packaging to the place of sale.

6.3 Documentation The Supply is delivered accompanied by the documentation necessary for its use, maintenance and servicing and, where

applicable, any other documentation required by the Order and/or applicable standards.

7. INSPECTION, AUTHORIZATION AND CERTIFICATION

It is the S.'s responsibility to verify and certify under its responsibility the conformity of the Supply to the conditions which apply to it according to the specifications of the Order as well as those required otherwise by BEHAR in connection with the Order, and which the S. declares to know perfectly. Under no circumstances may controls carried out by BEHAR before, during or after delivery/acceptance release the S. from this responsibility. The S. is solely responsible for obtaining from the competent authorities all necessary authorizations/certifications regarding the design, manufacture, transport, installation, inspection and testing of the Supplies.

8. SHIPPING

Simultaneously with any shipment of Supply, the S. shall send by mail or any other means agreed between the Parties to BEHAR a duplicate of the shipping slip recalling the references and the date of the Order, the number of packages and a precise description of the Supplies shipped. The original of this slip shall accompany each shipment of parcel, as well as certificates of conformity and inspection reports.

9. REJECTION

BEHAR may notify the S. of the rejection of any Supply that proves to be non-compliant with the specifications of the Order and/or agreed otherwise by the Parties in connection with it. Any Supply that has been rejected shall be considered as not having been delivered/accepted and must be taken back by the S. at its expense within **forty-eight (48) working hours** following receipt of the rejection notice. Failing this, it will be reshipped to the S. at its expense, risk and peril. In case of rejection, BEHAR shall have the right to require that the S. replace the Supply as soon as possible, BEHAR having in that case the faculty to apply the sanctions provided for in Article 3 above as from the delivery date agreed in the Order.

10. INVOICING

Any invoice must be sent in one copy to the billing address indicated on the Order and must imperatively recall BEHAR references <https://www.se.com/fr/fr/download/document/Charte-Facture-FR/> as well as those of the corresponding Order, and comply with the provisions of BEHAR's invoicing charter. Unless expressly agreed by BEHAR, each invoice shall concern only one Order and must include the designation of the Supply invoiced, as well as unit prices and quantities delivered. BEHAR reserves the right to suspend payment of any invoice that does not comply with regulatory provisions and/or those of this article. Any non-conformity of the Supplies regarding their quantity or quality delivered or the invoiced price shall give rise either to the issuance of a debit note or to an invoice from BEHAR to the S. The S. has forty-five (45) calendar days from the issuance of the debit note or the invoice to dispute the latter, failing which it shall be deemed to have accepted this initiative and shall have to proceed within **five (5) working days** to issue the credit note or the corresponding refund.

11. PRICE AND PAYMENT TERMS

Unless otherwise provided in the Order, the prices stated on the Order are firm and not subject to revision, are understood to be free of carriage and packaging costs and include all fees, charges, disbursements, taxes related to the Supply. Unless otherwise provided in the Order, payments are made by bank transfer **sixty (60) days net** from the date of issuance of the invoice. Payment of amounts corresponding to debit notes issued by BEHAR in connection with the Order will be suspended pending receipt by BEHAR of the corresponding credit note. At BEHAR's choice, the S. may be paid either by BEHAR, or by the company **Boissière Finance**, the company ensuring centralized cash management of the Schneider Electric group, to which BEHAR has entrusted a payment mandate of its suppliers. Payment made by Boissière Finance shall in no case have the effect of substituting it in the rights and obligations of BEHAR vis-à-vis the S. within the framework of the Order; the S. cannot consequently validly bring any

claim or action against Boissière Finance in relation to the Order, its execution or resulting consequences. In case of late payment by BEHAR, not attributable to a case of force majeure, the S. and/or any third parties other than the S.'s subcontractors, BEHAR shall owe the S. late penalties equal to **three (3) times the legal interest rate** as well as the fixed indemnity for recovery costs as determined by decree.

The S. declares to assume all risks and hazards related to a change of circumstances of any nature whatsoever and to any title whatsoever during the duration of the Order. The terms and conditions (notably financial) of said Order therefore remain inalterable, including in case of an unforeseeable change of circumstances within the meaning of Article 1195 of the Civil Code, the application of which is expressly excluded for the Order.

12. ASSIGNMENT OR SUBROGATION OF CLAIMS, RIGHTS AND/OR OBLIGATIONS ARISING FROM THE ORDER / SUBCONTRACTING

12.1 The S. is forbidden to assign or transfer all or part of the claim arising from the Order without having notified in writing BEHAR's Supplier Accounts Department at least **fifteen (15) calendar days** in advance. This prior information procedure also concerns any factoring agreement (its termination, maturity, modifications) related to an assignment operation. Subject to the above provisions limited to the transfer of the corresponding claim, the S. is forbidden to assign/transfer all or part of the rights and/or obligations arising from the Order without BEHAR's prior written authorization.

12.2 Subcontracting. Any subcontracting by the S. of all or part of an Order within the meaning of Article 1 of the 1975 law on subcontracting must have received BEHAR's prior written approval, which reserves the right to refuse the subcontractor proposed by the S. Subcontracting all or part of an Order without BEHAR's prior written agreement may result, at BEHAR's initiative, in termination of the Order as of right without prejudice to any claim for damages on its part.

13. MOLDS, TOOLS, TEST EQUIPMENT (hereinafter "Tooling")

Any Tooling ordered specifically within the framework of the execution of the Order becomes the exclusive property of BEHAR as soon as it is produced and may only be used by the S. for the execution of Orders placed by BEHAR. This Tooling, if left in deposit at the S., must be marked with a property plate in the name of BEHAR, to whom it will be returned immediately and in good working order upon first written request. The S. shall ensure at its expense the maintenance and routine repairs of the Tooling. It assumes custody at its risk and peril and ensures that the Tooling is properly insured by its own insurance policies. In case of loss/damage, the S. shall restore the Tooling at its expense and as soon as possible or, if deemed irreparable, indemnify BEHAR to the extent of its market value with a minimum amount equal to **25%** of its replacement value.

14. CONTRACTUAL WARRANTIES

14.1 Warranty of proper functioning. The S. guarantees BEHAR against any defect in design, execution and/or materials of the Supply for a period of **twenty-four (24) months** from delivery or from acceptance if one is provided. Consequently, the S. undertakes, as soon as BEHAR or its own customer finds a defect/malfunction of the Supply, to rectify, repair or replace at its expense the Supply in its environment (including possible travel costs of personnel, disassembly/reassembly) so that it functions in every respect in accordance with the provisions of the Order and for the use for which it is intended. Where the S., called upon to perform its warranty, does not resolve the defect within a reasonable time in view of the constraints suffered by BEHAR or its own customer, BEHAR shall reserve the right to intervene or to have any third party intervene in place of the S., at the latter's expense and risk.

Any service performed and/or element replaced/corrected/repared under this warranty is itself guaranteed for a period of **twenty-four (24) months** under the conditions defined above. Only elements/services considered consumables, whose life duration is less than twenty-four (24) consecutive

months of use, are excluded from the scope of this warranty of good functioning.

14.2 Supply of spare parts. The S. shall deliver any spare part for a period of **ten (10) years** from delivery/acceptance of the Supply.

15. INTELLECTUAL PROPERTY

The Supplies, including the "Results" (defined as all deliverables, results, inventions, know-how, software and works of the mind conceived or developed in the framework of the services, and all associated intellectual property rights), ordered by BEHAR become, in return for payment of the agreed price, the exclusive property of BEHAR. Consequently, the S.:

- Assigns to BEHAR, as they are created, all Results and the attached intellectual/industrial property rights, including notably, without limiting the list, (i) the right to use the Results everywhere, for all purposes and by an unlimited number of users, (ii) the right to reproduce the Results in as many copies as BEHAR deems useful, on all media and by all means, existing or future, (iii) the right to represent the Results by any process existing or future and/or on any medium, free of charge or for a fee, (iv) the right to adapt and/or modify any or all of the Results, personally, or by any third party of its choice, (v) the right to sell and/or distribute, directly or indirectly, all or part of the Results free of charge or for a fee, in any form, by any means and on all media;
- Undertakes to transmit to BEHAR, on first request by BEHAR, the source and object programs of the software included in the Results, as well as all associated documentation;
- Prohibits itself from filing any application for an industrial property title on the Results, and recognizes that BEHAR is solely authorized to undertake the actions necessary for the establishment and preservation of its rights on the Results. As a result, the S. undertakes to provide BEHAR with all necessary assistance to enable BEHAR to protect, defend and exploit the Results;
- Prohibits itself from exploiting in any way whatsoever, directly or indirectly, the Results for any purpose other than to perform the Order.
The rights assigned under this article are assigned worldwide, for the entire legal duration of protection of the intellectual property rights attached to said Results, and in accordance with French and foreign legislations, and with applicable international agreements.
The S. guarantees BEHAR and all subsidiaries of the Schneider Electric group, to which BEHAR belongs, against all third party actions based on facts (alleged or proven) of infringement, and/or seeking the claim of intellectual property rights on the Supplies and/or Results delivered under the Order. If such actions were brought against a company of the Schneider Electric group, all damages and legal costs (including counsel and attorney fees) that BEHAR would have to bear shall be fully borne by the S., without prejudice to BEHAR's right to terminate the Order as of right without further formality, after a formal notice remained without effect at the expiry of a period of **5 calendar days**.

16. CONFIDENTIALITY – PUBLICITY

All information and/or data (hereinafter "CI"), whatever its nature (notably, without limitation, financial, technical and/or commercial) and/or the medium, exchanged between the Parties or to which one of them would have access in the context of the Order must be considered strictly confidential and exclusively reserved for the performance of the Order, to the exclusion of any other use. All CI communicated by BEHAR remains the property of BEHAR and/or of one of the companies of the Schneider Electric group. Disclosure by BEHAR of an CI may in no case be interpreted as conferring on the S., expressly or implicitly, any right of use or ownership

over the materials, inventions and/or discoveries to which these CI relate. Communication of CI to a third party may not take place without prior written consent of BEHAR; it being understood that in case of authorization, the S. must guarantee to BEHAR the respect by the said third party of this confidentiality commitment.

Unless expressly and priorly agreed by BEHAR, the S. undertakes not to make known to third parties the existence of its commercial relations with BEHAR, nor to exhibit all or part of the Supplies and Results produced in accordance with or on the basis of the CI provided by BEHAR, nor to use trademarks, logos and other distinctive signs owned by BEHAR. In case of non-compliance with any of the obligations defined above, BEHAR may terminate the Order as of right without further formality.

17. INSURANCES

The S. undertakes to provide BEHAR, on first request, and in any event within ten (10) days following the commencement of execution of the Order, any insurance certificate, to be issued by its insurers, reasonably covering the risks related to the execution of the Order, and in any case for a minimum amount of **€5,000,000 (five million euros)**, and to obtain, at its expense, any additional coverage that BEHAR would reasonably deem necessary in view of the risks related to the execution of the Order.

18. TERMINATION

18.1 BEHAR may terminate the Order unilaterally and as of right, without the S. being able to claim any compensation on this account and without prejudice to damages that BEHAR may claim later in the following cases:

- Fifteen (15) calendar days after sending a formal notice without effect in case of non-performance by the S. of one of its obligations under the Order, as well as in the other cases of termination provided for by these General Terms.
 - With immediate effect in case of:
 - Dissolution or judicial or amicable liquidation, subject to legal provisions in force or,
 - Situation of force majeure whose effects would last beyond a duration of six (6) weeks or,
 - Exceeding of contractual deadlines such that the ceiling of late penalties would be reached or,
 - Rejection in accordance with the provisions of Article 9 above.
- 18.2 BEHAR may, at any time, terminate an Order without fault on the part of the S. (termination for convenience), subject to a notice period of **three (3) months** and the payment, in full settlement, of (i) any Supply that would be delivered compliant before the end of the notice period, and (ii) the irrecoverable costs already incurred by the S. directly related to the Order before the date of termination of it, provided that these costs are duly demonstrated and justified.

19. DISPUTES – APPLICABLE LAW

The Order binding BEHAR to the S. is governed by French law, excluding the provisions of the Vienna Convention of 11 April 1980 on the international sale of goods and its provisions governing conflicts of law. Any dispute arising directly or indirectly (i) from the interpretation, validity, performance or termination (termination for any cause whatsoever) and their consequences, of the Order, (ii) from commercial relations which exist or have existed between the Parties, their performance, their cessation and/or the means or consequences thereof; whether this dispute is founded on rules of contractual or tortious liability, on rules of civil law or any other applicable rules; shall be submitted, failing amicable settlement within a period of **30 days** from the first notification of the dispute by the most diligent of the Parties, to the competent courts of **Paris**, which remain solely competent, including in case of third-party call, plurality of defendants, or summary proceeding.

20. INVALIDITY OF A CLAUSE

If a provision of the General Terms is considered null or unenforceable, this inapplicability shall not affect the other provisions of the General Terms and the Parties agree to comply with the provisions of these other articles.

21. SUSTAINABLE DEVELOPMENT, ENVIRONMENT, ETHICS AND COMPLIANCE

21.1 The S. undertakes to adhere to and respect the principles and guides of the international standard **ISO26000 "Social responsibility"**. The basic principles of ISO26000 can be found at https://www.iso.org/files/live/sites/isoorg/files/store/fr/PUB100258_fr.pdf

The S. undertakes to respect the rules defined in the standard **ISO 14001**; Furthermore, the S. is informed that the energy performance of the Supply has been considered in the selection process used by BEHAR (according to the standard **ISO 50001**).

21.2 The S., to allow notably the safe use of the Supply(s), undertakes to comply with all laws and regulations in force at the time of the Order or which would become applicable up to the delivery date of the Supplies, both national, and applicable at the place of manufacture, transit and delivery (as specified in the Order), and European, and in particular **REACH (EC 1907/2006)**, **ROHS (EU 2011/65)**, **F-Gas (EU 517/2014)**, **Ozone Depleting Substances (EC 1005/2009)**, their annexes, subsequent amendments and implementing texts. This implies that the Supplies contain none of the hazardous substances according to the imposed thresholds, except where an exemption is valid. The use of any exemption must be declared to BEHAR in accordance with the procedure referred to in the paragraph below. Acceptance of the Supply(ies), within the meaning of Article 2 above, shall be conditioned by the submission by the S. of substance declarations based on the IEC62474 list (at minimum the substances regulated in REACH and ROHS) for all Supplies and up-to-date safety data sheets for substances and preparations, either by sending them directly to the following address fr-environment-compliance-mfr@fr.schneider-electric.com, or by making a declaration in **BOMCHECK** (<https://www.bomcheck.net/>), or at BEHAR's first request, and this within a maximum period of **twenty-one (21) days**. In accordance with BEHAR's "substance" policy, which intends to eliminate extremely hazardous substances (SVHC) from its products, the S. undertakes:

- that none of its Supplies contain substances listed in **Annex XIV of the REACH Regulation** beyond its expiration date ("sunset date");
 - as far as possible, not to use such substances in the Supplies and, at a minimum, to declare them to BEHAR, in accordance with the procedure referred to above and by undertaking, in partnership with BEHAR, a substitution program. The S. shall provide BEHAR on first request all supporting documents (notably laboratory test results as recommended in standard **EN 50581:2012**) required during the legal retention period of documents.
- 21.3 Regarding disposal, treatment of waste from electrical and electronic equipment and batteries and accumulators at end of life and their financing, the S. undertakes to inform BEHAR of obligations arising from European legislation and regulation (directives 2012/19/EU, 2006/66/EC and 2013/56/EU notably and their implementing texts) as well as those applicable in the country of delivery on the day of purchase and of any known evolution that would occur up to the day of delivery.
- 21.4 The S. undertakes to inform BEHAR of the presence in its products and of the country of origin of "Conflict Minerals" substances in accordance with the requirements of the **US Dodd-Frank Act of 2010**, and/or any other legislation having the same objective.
- 21.5 The S. shall indemnify BEHAR for all costs, damages and losses borne by BEHAR and/or charged to it under third party claims, due to the S.'s non-compliance with one of the provisions of this Article 20.
- 21.6 The S. must also comply with the policies implemented and followed by BEHAR in terms of ethics and anti-corruption, as

referred to in the Trust Charter (also called "Trust Charter") (<https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/>) as well as in the **Supplier Code of Conduct** (<http://www.responsiblebusiness.org/standards/code-of-conduct/>).

The S. undertakes to comply with applicable laws and regulations in the fight against corruption such as but not limited to, the **OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions** of December 17, 1997, US legislation such as the **Foreign Corrupt Practices Act** of 1977, UK legislation such as the **UK Bribery Act 2010**, French legislation such as **Loi Sapin II** of December 9, 2016 and generally, laws or regulations relating to the fight against corruption of agents or representatives in the private and public sectors. In case of non-compliance with any of the obligations defined above, BEHAR may terminate the Order as of right without further formality, after a formal notice remained without effect at the expiry of a period of **15 calendar days**.

22. INSPECTION / AUDIT

BEHAR reserves the right to carry out or have carried out, by any representative duly authorized by BEHAR, any inspection of the Supplies and notably at the S. or its main subcontractors, subject to reasonable notice and the carrying out of said inspection during the S.'s / said subcontractor(s)' normal opening hours (or at any time in case of emergency), for the purpose of conducting: (a) an examination of the S.'s purchase records; (b) any inspection of the works and/or services composing the Supply, in progress; (c) any inspection of quality, manufacturing and test data of the Supplies; (d) any inspection to verify the effective compliance by the S. with the commitments made under the Order and these General Terms. In case of non-compliance with any of the obligations defined above, BEHAR may terminate the Order as of right without further formality, after a formal notice remained without effect at the expiry of a period of **15 calendar days**.

23. EXPORT CONTROL AND ORIGIN OF SUPPLIES

23.1 The S. acknowledges being fully informed and aware, and having implemented and maintaining policies, procedures and training reasonably designed to comply with regulations, orders and laws on international trade, export controls, embargoes and sanctions regime in the jurisdiction from which the Supplies are exported or services provided.

23.2 The S. further undertakes to obtain all necessary export, re-export or transfer authorizations or other applicable authorizations regarding sanctions or international trade controls, at its expense to ensure that BEHAR fully benefits from the concerned Order and these General Terms. Moreover, the S. must provide BEHAR with information concerning any rule applicable to international trade or export controls and the permits or licenses required for the Supplies to be shipped, in writing within **three (3) working days** following receipt of the Order. The S. must also inform BEHAR in writing of any change concerning these international trade regulations, export controls and sanctions and/or permit or license requirements which could affect BEHAR's benefits.

23.3 The S. undertakes to comply with all laws, regulations or rules applicable to international trade, export controls and sanctions in relation to the delivery of Supplies and the provision of services, including, but not limited to, requirements administered or applied as appropriate by the United States, the United Kingdom and the European Union concerning international trade, export controls, embargoes, sanctions or anti-boycott. The S. shall indemnify BEHAR against any liability, loss, damage and expense (including reasonable attorney fees) resulting from the S.'s non-compliance or violations of these laws and regulations on international trade, export controls, embargoes, sanctions or anti-boycott, or for having caused BEHAR to breach these laws or regulations.

23.4 For the Harmonized System tariff numbers (HS) of the Supplies, the S. undertakes to provide BEHAR with a written declaration for all Supplies confirming the HS tariff numbers of the Supplies under customs laws prior to their delivery. The S. will report to BEHAR any change in the HS tariff codes of the Supplies.

23.5 The S. undertakes, for all Supplies, to provide BEHAR with a written declaration on the customs origin of the Supplies no later than **two (2)**

weeks before their delivery. If the S. is domiciled in one of the Member States of the European Union, it is required to make available to BEHAR a long-term statement in accordance with Regulation (EC) No. 1207/2001 for all Supplies compliant with the rules of origin governing preferential trade with the EU which are delivered regularly and over an extended period. The S. must report to BEHAR immediately and spontaneously any change of origin of the Supplies.

24. CYBERSECURITY

24.1 Where the S. has access to, collects, stores or otherwise processes data of and on behalf of BEHAR (e.g., including, as applicable, data of BEHAR's customers, resellers or users) in connection with the purchase of the Supplies (hereinafter "Data"), and this including any data that may be generated by the S. itself, the S. undertakes at a minimum to:

- (i) Access, collect, store or process the Data only for the sole purpose of fulfilling the S.'s obligations under the Order, or otherwise expressly authorized by BEHAR in writing;
- (ii) Maintain administrative, technical and organizational measures and safeguards that are reasonable and appropriate to preserve and protect the security, integrity and confidentiality of the Data, aligned with applicable industry standards such as **ISO/IEC 27001** or **IEC 62443**;
- (iii) If the Supply contains software, firmware or chipsets; their development and production must manifestly comply with good practices and industry standards such as **ISO/IEC 27001** or **IEC 62443**;
- (iv) Comply with any other privacy or security policy or procedure that BEHAR may provide or make available to the S. from time to time, as appropriate; in particular when the S. has access to BEHAR's IT systems or network, either on BEHAR's premises or remotely; and
- (v) Develop, maintain, operate any infrastructure, system, service, product or platform used by the S. to access, collect, store or process the Data, including data collected from third parties on behalf of BEHAR, in accordance with industry standards on recognized security requirements and secure development lifecycle practices, including, but not limited to, secure application development, vulnerability management and compliance with applicable regulations and requirements.

24.2 The S. must maintain a reasonable and appropriate business continuity plan to ensure delivery of the Supply, taking into account the Data and cybersecurity risks identified in its comprehensive risk analyses, contingency plan and solutions for continuity of its deliveries and operations.

24.3 In the event the S. detects misuse, compromise, unauthorized access, destruction, loss, alteration, acquisition or confirmed or reasonably suspected disclosure of any Data, security breach or suspected vulnerability, whether in the S.'s IT systems or network, or in relation with the S. (hereinafter "Security Incident"):

- (i) The S. shall notify BEHAR within **twenty-four (24) hours** via BEHAR's supplier breach notification Portal at: <https://www.se.com/ww/en/work/support/cybersecurity/report-an-incident.jsp#Suppliers> ;

- (ii) This notification must contain at least: (a) a brief description of the Security Incident, (b) any BEHAR system or Data affected by the Security Incident, (c) any person involved in the Security Incident, including any person who made unauthorized use or received an unauthorized disclosure, if known, (d) what the S. has done or will do to investigate the Security Incident, to mitigate any deleterious effect and to protect against any further harm or similar Security Incident; and (e) any other information requested by BEHAR regarding the security incident;
- (iii) Take rapid measures to investigate, contain and remediate any Security Incident and cooperate with BEHAR in any subsequent investigation and response related to the S.'s IT systems or networks, or in relation to the Supply, and provide evidence demonstrating completion of such activities. Unless otherwise indicated herein, each Party shall bear its own costs in connection with its performance and the envisaged action as determined in these presents.

24.4 Moreover and in the event that performance of the Order requires specific or enhanced protections for the Data, the Parties shall conclude a

specific and appropriate addendum taking into account the level of cybersecurity required by the circumstances as reasonably determined by BEHAR.

24.5 The S. must develop and implement policies and procedures compliant with industry standards (for example, ISO/IEC 29174 Vulnerability disclosure, ISO/IEC 30111 Vulnerability handling, **NIST Cybersecurity Framework v1.1 Reference RS. AN-5**, NIST SP 800-53 Rev. 4 RA-5,17, SA-11,18 and SI-2, as amended) to address notification, documentation and remediation by the S. of vulnerabilities and hardware defects related to the Supplies provided to BEHAR under the Order.

25. PERSONAL DATA

Within the framework of their relationship and for the performance of the Order, each Party may be led to process professional contacts and relevant information relating to the employees or other representatives of the other Party. In doing so, each Party, as Controller, must comply with applicable laws and regulations regarding personal data protection, including the **General Data Protection Regulation (GDPR)**. Furthermore and in case the performance of the Order may involve processing by one of the Parties of personal data relating to the employees, customers or users of the other Party of the products, equipment, software or services of that other Party, notably within the meaning of the GDPR, the Parties shall enter into a specific and appropriate addendum taking into account their respective obligations under all applicable data protection laws and regulations.

26. MISCELLANEOUS

It is expressly mentioned that no joint liability between Schneider Electric Industries SAS and its subsidiaries, nor between the subsidiaries themselves, can be deduced from the existence of the General Terms. The issuance of an Order and/or the conclusion of any contract by a subsidiary of Schneider Electric Industries SAS does not create any right for the benefit of the S. against Schneider Electric Industries SAS and/or any subsidiary of Schneider Electric Industries SAS not party to this Order or contract.

SUPPLEMENTARY PROVISIONS RELATING TO SERVICES (WORKS / SERVICES)

The conditions mentioned above are modified or supplemented by the following conditions ("General Terms – Services"). In case of contradiction, the provisions of these supplementary provisions prevail over the above General Terms of purchase.

1. OBJECT OF THE ORDER

1.1 Orders are drawn up in accordance with the specifications provided by BEHAR.

1.2 In case of non-conclusion of the Contract, all documents submitted in support of the Order must be returned to BEHAR within a maximum period of **fifteen (15) days** from the expiry date of the offer. Services are performed in accordance with the conditions of the Order or of the Contract.

2. SPECIFIC CONDITIONS FOR INTERVENTION SERVICES

If the existing equipment on which the intervention service concerns has been installed more than one year before the entry into force of the Contract, and/or if they have not been subject to a maintenance contract carried out by the S., an inspection of the condition of these existing equipment followed by a refurbishment will be carried out, all after agreement and at the S.'s expense. When necessary, this refurbishment conditions the performance of the intervention services.

3. SPECIFIC CONDITIONS FOR INTELLECTUAL SERVICES

The commitments made by the S. under these intellectual services are to be considered as obligations of result. It follows that the S. guarantees that these conclusions and recommendations constitute the only valid and relevant conclusions and recommendations.

4. MODIFICATION AND SUSPENSION

4.1 At any time during execution, BEHAR may request the modification of the Services, and in particular of their prices, their scope and/or their conditions of execution. These modifications shall be the subject of an

amendment negotiated between BEHAR and the S. specifying, where applicable, the new contractual delivery/acceptance time and the adaptation of the economic conditions of the base Order. Failing written agreement on the content of this amendment within a period of **fifteen (15) calendar days** from the modification request addressed by BEHAR, the latter shall be entitled to impose the implementation of this modification while paying the S., if applicable, the price supplement it would deem reasonable, subject to the S.'s rights to contest this amount.

4.2 The S. waives application of Articles 1219 and 1220 of the Civil Code.

4.3 In case of i) suspension of the Contract or the Service, ii) cancellation or postponement of the performance of the Service or iii) if the Service is extended or delayed for any reason or iv) services not initially provided within the Offer/Contract are necessary to carry out the Service, the execution times will be adjusted at the S.'s expense.

5. TESTS

Tests are carried out in the S.'s factories under the conditions stipulated in the Order. BEHAR reserves the right to request any additional test, whether carried out in the S.'s factories or on the installation site of the Service of BEHAR or of its own customer. Any additional test shall be the subject of an amendment negotiated between BEHAR and the S. specifying, where applicable, the new contractual delivery/acceptance time. Failing written agreement on the content of this amendment within a period of **fifteen (15) calendar days** from the modification request addressed by BEHAR, the latter shall be entitled to impose the implementation of this modification while paying the S., if applicable, the price supplement it would deem reasonable, subject to the S.'s rights to contest this amount.

6. DEADLINES

The contractual deadlines for the Services are imperative and constitute an essential provision of the Order. The date of Service may be postponed/delayed in time by BEHAR or its own

customer without any additional cost/compensation being claimable from it in this respect.

7. ACCEPTANCE

7.1 For the purposes hereof, the term "Acceptance" means all operations allowing the acceptance of the Services and/or Supplies as defined in the Offer/Contract, at the end of which, where applicable, a minutes may be signed jointly. Unless otherwise stipulated in the Offer/Contract, the S. shall be responsible for the installation and commissioning of the Supplies.

7.2 Where appropriate, Acceptance tests will be carried out on the basis of BEHAR's standard procedures, including factory Acceptance tests and/or on-site Acceptance tests. If the S. does not perform these tests, after a formal notice remained without effect for **fifteen (15) days**, BEHAR reserves the right to carry out or have carried out these tests by any third party in place of the S., at the latter's expense and risk.

8. CONDITIONS FOR PERFORMANCE OF SERVICES

8.1 During any intervention of the S.'s technicians on the site where Services must be performed, the provision of energy, handling equipment or others, raw materials of any kind, necessary for the S.'s services, shall be at the S.'s expense.

8.2 In the case where the Order placed includes the delivery of a programmable logic controller, losses and scrap occurring at BEHAR or its own customer during the entire duration of the Services shall also be borne by the S.

8.3 Any modification or adaptation of the Services necessary for their compliance with the contractual characteristics shall be at the S.'s expense.

8.4 If, on site, the intervention of the S.'s specialists is delayed or prevented for any reason, travel, and/or waiting time and the resulting costs will be charged to the S.

9. CONTRACTUAL WARRANTY

Services under the Contract are guaranteed for a period of **twenty-four (24) months** from their Acceptance. In case of malfunction of existing equipment on which the Services related, the concerned existing equipment will be repaired or replaced by the S. at its expense.