

## General Terms and Conditions of Sale

These General Terms and Conditions of Sale shall apply to any sale of products by Legrand Group Brands (M) Sdn Bhd (formerly known as Megapower Legrand (M) Sdn Bhd), a company incorporated and existing under the laws of Malaysia (hereafter called "Legrand") to a customer (hereafter the "Buyer"). Buyer shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding, and unless expressly otherwise agreed in writing, shall prevail in the event of a discrepancy with any other written or oral agreement between Legrand and the Buyer.

### **1. Definitions**

1.1 In these terms and conditions:

- (a) "Agreement" means the agreement between Legrand and the Buyer comprising these terms and conditions and any other document which Legrand provides to the Buyer.
- (b) "Products" mean all goods offered to or supplied by Legrand (including all products sold under the brands and trademarks of Megapower, Legrand and its related corporations to the Buyer).
- (c) "Buyer" means any person or entity to whom Legrand supplies or offers to supply Products.

### **2. Application of Terms and Conditions**

- 2.1 These terms and conditions apply to all quotations, offers and purchase orders made or accepted by Legrand and to all Products sold or otherwise supplied by Legrand to a Buyer.
- 2.2 These terms and conditions may not be varied or cancelled unless agreed in writing by Legrand.
- 2.3 In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Buyer's order, whether or not any such order has been acknowledged or accepted by Legrand, Legrand's terms and conditions herein shall prevail.

### **3. Orders**

- 3.1 Each Buyer's order must be in writing and will be binding Legrand only if Legrand gives written acknowledgement of its acceptance on these terms and conditions.
- 3.2 If Products are supplied by Legrand without an order confirmation, Legrand's conduct in accepting and fulfilling an order will be deemed to constitute the order confirmation and Legrand's delivery order and invoice will constitute evidence of the order confirmation.
- 3.3 Notices of cancellation or variation of orders submitted by the Buyer must be in writing and may be accepted or rejected by Legrand at its discretion.

### **4. Prices**

- 4.1 The prices of the Products are set out in Legrand's applicable price list at the date of the order from the Buyer based on the current exchange rates, tariffs and costs of manufacture, unless otherwise specified in the order confirmation. Prices are subject to correction for error. Legrand reserves the right to change prices for its Products and any applicable price list without notice to the Buyer. Legrand has the right at any time by giving notice to the Buyer to adjust the agreed price if cost factors that determine the price (including, but not limited to the market prices of Products, ingredients, raw materials, transportation, insurance, exchange rates, and taxes) are increased between the date of the order and the delivery date.
- 4.2 Unless otherwise stated, all prices are inclusive of delivery costs to the Buyer's store or shop within a specified territory as determined by Legrand. For delivery and transport to other delivery sites requested by Buyer, destinations or regions outside the specified territory, any additional charges incurred in delivery and transport will be at Buyer's cost.
- 4.3 Prices are exclusive of all taxes, Goods & Services Tax ("GST") or other similar tax. If GST is payable on any supply made by Legrand, Legrand will provide the Buyer with a tax invoice and the Buyer must pay Legrand the full invoiced value, including the GST.
- 4.4 Unless otherwise stated, Legrand's quotation shall be null and void unless accepted by Buyer within fourteen (14) days from the date of quotation.

### **5. Payment**

- 5.1 Unless otherwise agreed upon, Legrand's tax invoice for the Products is payable within the credit terms as specified on the tax invoice, or in the absence of such conditions, the end of the month of the date of the invoice.
- 5.2 The Buyer will pay all amounts due under these terms and conditions to Legrand and the Buyer shall not assert any credit, set-off or counterclaim on any grounds whatsoever by direct transfer to Legrand's nominated bank account or in any other manner specified by Legrand from time to time.
- 5.3 If payment is not made in accordance with these terms or conditions, or if at any time the credit standing of the Buyer, in the opinion of Legrand, is at risk or has been impaired, Legrand may without limitation,
  - (a) suspend or cancel an order or delivery of any Products until alternative arrangements as to payment or credit in terms satisfactory to Legrand have been agreed; and

(b) charge the Buyer interest on such sum from the due date for payment at the annual rate of 1.5% per month until payment is made.

5.4 The Buyer may not withhold or set off any payment or make deductions from any amount owing to Legrand without Legrand's prior written consent.

### **6. Delivery**

6.1 Delivery times are given for information only and are no more than an estimate by Legrand and will not be binding upon Legrand. Legrand is not liable for any costs or other loss caused by reason of any delay in delivery. Legrand may extend the delivery schedules or may, at its option, cancel the Buyer's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

### **7. Returns**

7.1 Products may only be returned to Legrand with its written consent subject to the following:

- (a) If any of the Products are found damaged, defective and unusable upon its delivery to the distributor or customers, the returned Products must be delivered to Legrand at Legrand expense within 7 days of their receipt by the Buyer in good order and condition, unsoiled and in their original packaging together with a despatch note stating the original delivery orders, invoice numbers and the date of purchase.
- (b) All returns of the Products must specify delivery order or tax invoice number. No returns will be accepted without an authorization from Legrand and return credit note will not be issued.
- (c) Even after Legrand has authorized the return of Products for credit, Legrand reserves the right to adjust the amount of any credit given to Buyer on the return of the Products based on the conditions of the Products on arrival in Legrand's warehouse.
- (d) Credit for returned Products will be issued to the Buyer only where such Products are returned by the Buyer and not by any subsequent owner of the Products.

### **8. Title and Risk**

8.1 Title to the Products or any part thereof shall not pass from Legrand to Buyer until all payments due have been duly paid in full.

8.2 If default is made in any of the payments beyond its due date for payment, Legrand is entitled to notify the Buyer of its intention to take possession of the Products. Legrand shall be free to enter the premises where the Products may be located and remove them as Legrand's property, without prejudice to Legrand's right to recover any further expenses or damages Legrand may suffer by reason of such non-payment.

8.3 Risk of loss or damage shall pass to the Buyer when the Products are delivered to and accepted by Buyer or when the Products are collected by the Buyer for loading into the vehicle of the Buyer, its carrier or other agent.

### **9 Warranty**

9.1 Goods sold hereunder are covered by a warranty against defects in material and workmanship provided the Products are subjected to normal use and service and to indoor storage conditions only for a period of twelve (12) months from the date of purchase from Legrand. For Products resold as is and components not supplied by Legrand, the original manufacturer's warranty shall apply to the extent assignable by Legrand.

9.2 In the event any Products purchased failed to meet the above warranty during the warranty period, Legrand will, at its option:

- (a) replace or repair the Products; or
- (b) take back the defective Products and credit the Buyer the appropriate part of the purchase price.

9.3 This warranty does not apply to Products damaged or rendered unserviceable by:

- (a) vandalism, misused or abused (including excessive vibration, short circuit, excessive voltage, uneven power supply and negligent operation), fire, water or other perils;
- (b) improper installation, unauthorized alteration or not used in accordance with Legrand's instructions, and;
- (c) defects or damage arising from normal wear and tear.

9.4 Apart from this warranty, all other warranties, conditions, implied terms relating to the quality and/or fitness for intended use of the Products, and its merchantability are hereby expressly excluded.

9.5 This applicable warranty ceases to be effective if the Products are altered or repaired other than by persons authorized or approved by Legrand to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty. The warranty ceases to be effective if the Buyer fails to operate and use the Products sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers/ Legrand (if any).

### **10. Liability**

10.1 Legrand shall not be liable for and shall be held harmless by Buyer from any damages, losses or claims of whatever kind, contractual, consequential loss or incidental, direct or indirect, arising out of or resulting from the sale of the Products including, but without limitation, the manufacture, repair, handling, use, operation or dismantling of the

Products and any claims, actions, suits and proceedings which may be instituted in respect to the foregoing and Legrand's liability is limited to those set out in the Agreement and under statute.

- 10.2 Legrand shall not be liable for:
- (a) special, indirect, incidental or consequential loss or damages;
  - (b) loss of business, opportunity, profit/anticipated profit, income or revenue;
  - (c) loss of goodwill or reputation or contracts;
  - (d) loss arising out of business interruption; or
  - (e) loss arising out of or in connection with pollution or contamination.
- 10.3 To the maximum extent permitted by applicable local law, Legrand shall have no liability for third party products and the Buyer shall look exclusively to the third party provider for any damages or liability with respect to the provision of such third party products. To the extent permitted by law, Legrand's total liability for any and all claims arising out of or in connection with this Agreement and/or any Products provided under this Agreement will not exceed the total amount received by Legrand from the Buyer for the Products giving rise to such claim(s).
- 10.4 The Buyer shall indemnify Legrand and keep Legrand fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or willful misconduct of the Buyer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of the Agreement.
- 10.5 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by Legrand shall be subject to correction without any liability on the part of Legrand.

### **11. Product Specification and Discontinuance**

- 11.1 Legrand reserves the right to discontinue Products, substitute comparable Products and/or modify the design/specifications applicable to any of its Products, at any time without incurring any liability or other obligation to the Buyer.
- 11.2 Samples and catalogues are to be considered non-binding material for illustration and/or test purposes, giving only an approximation of properties and specification.
- 11.3 Specifications of the Products, especially pictures, drawings, data about weight, measure and capacity contained in offers and brochures are to be considered as average data. Such specifications and data shall in no way constitute a quality warranty, but merely a description or labelling of the Products.

### **12. Compliance**

The Distributor/Customer/Partner undertakes to comply with all laws and regulations on embargoes, sanctions of an economic, commercial or financial nature, and other restrictive measures specified by France, the United States, the European Union or any other applicable national legislation ("embargoes"), and to obtain all licenses, shipping documents and authorisations required for the resale, export or re-export of Legrand Group products.

Accordingly, the Distributor/Customer/Partner undertakes not to:

- Export or re-export the products covered by this Agreement, to a banned country, or one which is subject to restrictions, without having obtained all necessary authorisations from French, European or American authorities or those of any other country that imposes export control;
- Supply the products covered by this Agreement, to parties, organisations or entities subject to restrictions by France, the European Union or any other country, nor to parties, organizations or entities about which there are reasons to believe that they fail to fully comply with the applicable national or international regulations;
- Export or re-export the products covered by this Agreement, for the purpose of using them in sectors that are banned or subject to restrictions by virtue of laws and regulations on embargoes;
- Issue or collect any financial flows without having previously notified and/or obtained the necessary authorisations from the competent national authorities.

The Distributor/Customer/Partner alone holds liability, in the capacity of reseller/exporter of the products covered by this Agreement, as regards compliance with its obligations relating to the applicable embargoes, and undertakes to compensate and defend Legrand as regards any claims or proceedings instigated by authorities or third parties on the grounds of breaches of this Article.

Legrand shall be entitled to audit the Distributor/Customer/Partner's compliance with obligations relating to these matters. The Distributors/Customer/Partner shall, in the framework of its sound business relationship with Legrand, supply on request all licenses, notifications or authorisations applied for and obtained, and information on the identity of customers to whom Legrand products are resold, the intended use of Legrand Group products and the financial institutions used to collect and issue payments. In turn, Legrand shall supply on request any information requested by the Distributor/Customer/Partner, in particular any useful commercial documentation.

In the event of the Distributor/Customer/Partner breaching any one of its obligations in the audit framework, and failing to remedy this or take positive actions for the purpose of remedying such default within three business days subsequently to receiving written notice to perform the one or several obligations, Legrand reserves the right to cancel the order or terminate the relevant agreement, in all events, without such action creating any liability whatsoever with regard to the buyer or end user.

When the delivery of products, services or documentation requires an export or import permit from certain authorities, or is banned due to legislation on export/import controls, Legrand shall be entitled to suspend its obligations and the Distributor/Customer/Partner's rights until the permit has been granted, or for the duration of such restrictions or bans, Legrand shall even be entitled to cancel the order, or terminate the relevant agreement, in all events, without creating any liability, whatsoever with regard to the buyer or end user.

### **13. Termination**

13.1 Either party may (without prejudice to any other rights or remedies it may have against the other party) terminate the Agreement immediately if the other party:

- (a) commits a material breach of the Agreement and fails to remedy such breach within 30 days of written notice; or
- (b) ceases, or threatens to cease, to carry on business or, becomes insolvent.

13.2 Legrand may terminate the Agreement with immediate written notice if the Buyer:

- (a) fails to pay undisputed sums properly due to Legrand in accordance with the Agreement; or
- (b) breaches any Intellectual Property Rights obligations, warranties and indemnities set out in the Agreement.

13.3 On termination of the Agreement, all rights and obligations of the parties relating to such order under the Agreement will automatically terminate except for rights of action accruing prior to its termination.

13.4 The following clauses shall survive termination of the Agreement and continue to bind the parties, their successors and assigns: 5 (Payment); 6 (Delivery); 7 (Returns); 9 (Warranty); 10 (Liability); 12 (Termination); 13 (Force Majeure); 14 (Intellectual Property); 17 (General). 18 (Governing law and settlement of disputes).

### **14. Force Majeure**

Neither party shall be responsible or liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations resulting from causes beyond its reasonable control including acts of God, war, civil disturbance, fire, flood, acts of the elements, shipping and transport delays, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes, requisitioning by government or public authorities or governmental restrictions. If any such event occurs the affected party may, to the extent necessary vary or suspend any order, these terms and conditions or the Agreement in each case at its discretion and without incurring any liability to the other party for any such loss or damage.

### **15. Intellectual Property**

15.1 The information and data contained in any document supplied by Legrand shall remain Legrand's exclusive property along with all intellectual property rights (including but not limited to copyrights, trademarks, patents, registered designs, names, plans, logos, specifications, licenses and documents) relating to the Products.

15.2 To the extent that the Products are sold under a trademark of Megapower, Legrand or its related corporations, such Products may not be altered, modified or infringed by the Buyer.

### **16. Assignment**

This Agreement is personal to Legrand and the Buyer and any rights and obligations under this Agreement may only be assigned by the Buyer with the prior written consent of Legrand.

### **17. Waiver**

No neglect, delay or indulgence on the part of Legrand in enforcing these terms and conditions will prejudice the rights of Legrand or be construed as a waiver of any such rights.

### **18. General**

If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable, it shall 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 and the remaining provisions of the Agreement shall continue in full force and effect.

### **19. Governing Law and Settlement of Disputes**

This Agreement and these terms and conditions shall be governed by and construed in accordance with the laws of Malaysia. The Malaysia courts shall have exclusive jurisdiction to resolve any and all disputes between the parties arising out of or in connection with the existence, validity, performance and/or termination of the Agreement and/or the contract which the parties are unable to amicably resolve. The English version of this Agreement shall prevail notwithstanding the translation of the whole or part of this Agreement into another language.