

## 1 Definitions and interpretation

### 1.1 In these terms and conditions:

**Agreement** means the single agreement between Legrand Singapore and the Purchaser comprising all the Orders and incorporating these terms and conditions (and any other terms or documents which Legrand Singapore provides to the Purchaser and which are expressed to include or be subject to these terms and conditions).

**Bankruptcy Act** means the Bankruptcy Act (Cap. 20) of Singapore.

**Companies Act** means the Companies Act (Cap. 50) of Singapore.

**Consumer** means an individual who "deals as a consumer" within the meaning of Section 12 of the Unfair Contracts Terms Act.

**Consumer Contract** means a contract for the supply of goods or services to a Consumer.

**Consumer Protection (Fair Trading) Act** means the Consumer Protection (Fair Trading) Act (Cap. 52A) of Singapore.

**Contract Date** means the date on which an Order becomes a binding contract between the parties pursuant to clause 3.1 or 3.2.

**Force Majeure Event** has the meaning given to it in clause 12.

**Legrand Singapore** means Legrand (S) Pte Ltd (Registration number 197200606M) or SJ Manufacturing (2003) Pte Ltd (Registration number 199705774E), as the case may be.

**Order** means any order for any Product placed or accepted by a Purchaser that has given rise to a binding contract between the parties pursuant to clause 3.1 or 3.2.

**Products** means all goods offered to or supplied to the Purchaser by Legrand Singapore from time to time (including all products sold under the Legrand brands).

**Purchaser** means any person or entity to whom or which Legrand Singapore supplies or offers to supply any Product.

**Related Bodies Corporate** refers to all members of the Ultimate Holding Company's group of companies.

**Sale of Goods Act** means the Sale of Goods Act (Cap. 393) of Singapore.

**Standard** means an applicable standard or specification for a particular Product which is published by Legrand Singapore or mandatory under applicable laws or both.

**Taxes** has the meaning given in clause 4.2(b).

**Ultimate Holding Company** is Legrand S.A., incorporated in France.

**Unfair Contract Terms Act** means the Unfair Contract Terms Act (Cap. 396) of Singapore.

### 1.2 A reference to writing or any similar expression includes facsimile transmission and electronic mail but not text messages.

## 2 Application of terms and conditions

2.1 Save as otherwise provided herein, these terms and conditions shall apply to all quotations, offers and purchase orders made or accepted by Legrand Singapore and to all Products sold or otherwise supplied by Legrand Singapore to a Purchaser.

2.2 Unless otherwise specified in writing by Legrand Singapore, so far as applicable, these terms and conditions also apply to the provision of any services accompanying the supply of, or provided in relation to, Products and, where the context allows, any reference to the sale or supply of Products includes the provision of such services.

2.3 These terms and conditions may not be varied or cancelled unless agreed in writing by Legrand Singapore.

2.4 Subject to any variations under clause 2.3, these terms and conditions shall apply to the Agreement to the exclusion of any other conditions or terms which are set out in any offer, purchase order or other document submitted by or on behalf of the Purchaser or which are implied by law, trade, custom, practice or course of dealing.

## 3 Orders

3.1 Each Purchaser's order must be in writing and will only give rise to a binding contract between the parties if it incorporates these terms and conditions and if Legrand Singapore gives written acknowledgement of its acceptance to the Purchaser. Where the order of the Purchaser does not incorporate these terms and conditions, the order will only be binding on Legrand Singapore after Legrand Singapore issues its written confirmation of the order, which confirmation is subject to, and incorporates, these terms and

conditions, and after the Purchaser accepts, in writing or by conduct, such order confirmation.

3.2 Notwithstanding clause 3.1, if Products are supplied by Legrand Singapore without a written order/confirmation, Legrand Singapore's conduct in accepting and fulfilling the order will be deemed to constitute an order confirmation (which, for the avoidance of doubt, is subject to, and incorporates, these terms and conditions) and Legrand Singapore's invoice will constitute evidence of such order confirmation.

3.3 Each Order, together with all other Orders, form a single agreement between the parties.

## 4 Prices and payment

4.1 The prices of the Products are those set out in Legrand Singapore's then-current applicable price list ("**Price List**") at the date of the Purchaser's Order, unless otherwise specified in Legrand Singapore's order confirmation. Legrand Singapore also reserves the right to change the prices for its Products and any applicable Price List prior to the date of the Purchaser's Order, and without notice to the Purchaser. Where the Purchaser has already placed an Order, Legrand Singapore may, by giving written notice to the Purchaser at any time before delivery, change the price(s) of its Products and any applicable price list(s) to reflect any increase in cost to Legrand Singapore which is due to: (i) any factor beyond Legrand Singapore's control (including foreign exchange fluctuations, increase in taxes and duties, significant increases in labour, materials or other manufacturing costs); (ii) any change in delivery dates, quantities, types or specifications of the Products which is requested by the Purchaser; or (iii) any delay caused by the instructions of the Purchaser or failure of the Purchaser to give Legrand Singapore adequate information or instructions.

4.2 Unless otherwise specified or agreed to in writing by Legrand Singapore, all prices are:

(a) inclusive of delivery costs to the Purchaser's nominated location (in the case where delivery is made by means of Legrand Singapore's preferred carriers); and

(b) exclusive of all taxes, goods and services tax ("**GST**"), sales, consumption and value added taxes, duties, excises, imposts and levies relating to the supply or use of the Products (collectively "**Taxes**").

4.3 Unless otherwise agreed or specified by Legrand Singapore in the relevant Order (including for advance or deposit payment), payment is due and payable by the Purchaser in full immediately, and in any event by the next business day, after the date of delivery. The time of payment is of the essence.

4.4 Where the price payable by the Purchaser for any Order is below \$250.00, Legrand Singapore may at its discretion charge an additional fee of \$80.00 for that Order over and above the price payable for the Product.

4.5 The grant of any credit by Legrand Singapore to a Purchaser shall be at Legrand Singapore's absolute discretion, and be on such terms as it deems fit, and Legrand Singapore may extend or withdraw credit to the Purchaser at any time and on such terms as it considers appropriate, in each case at its absolute discretion.

4.6 The Purchaser will pay all amounts due under these terms and conditions to Legrand Singapore by direct transfer to Legrand Singapore's nominated bank account, or such other bank account as notified by Legrand Singapore to the Purchaser from time to time.

4.7 Legrand Singapore may charge interest on all overdue amounts at a rate of 10.0% per annum, such interest to be compounded and calculated daily on the amount outstanding (including Taxes) after expiry of the due date for payment until it has been paid in full.

4.8 If payment is not made in accordance with clauses 4.3, 4.4 or 4.6 or any other applicable terms and conditions, or if at any time the credit standing of the Purchaser, in the opinion of Legrand Singapore, is at risk or has been impaired Legrand Singapore may, by notice to the Purchaser, immediately suspend or cancel an Order or delivery of any Products until alternative arrangements as to payment or credit in terms satisfactory to Legrand Singapore have been agreed upon and provided (and in the event of any cancellation of an Order, the charges in clauses 5.2 and 5.3 will apply).

4.9 The Purchaser shall pay or reimburse Legrand Singapore for all applicable Taxes. Without limiting that obligation, if GST is payable on any supply made by Legrand Singapore under these terms and

conditions, the Purchaser must pay Legrand Singapore an additional amount equivalent to the GST at the time the relevant payment to Legrand Singapore is due, and Legrand Singapore will provide the Purchaser with the relevant tax invoice for the purposes of such payment.

- 4.10 The Purchaser may not withhold or set off any payment or make deductions from any amount owing to Legrand Singapore without Legrand Singapore's prior written consent. If the Purchaser must at any time under any applicable laws or otherwise deduct or withhold any tax or other amount from any sum payable to Legrand Singapore, the Purchaser shall pay such additional amount as is necessary to ensure that Legrand Singapore receives on the due date a net sum equal to what it would have received had no such deduction or withholding been required or made.

## 5 Cancellation and variation of Orders

5.1 Notices of cancellation or variation of Orders submitted by the Purchaser must be in writing and may be accepted or rejected by Legrand Singapore at its discretion. No such notice shall be binding on Legrand Singapore unless and until accepted in writing by Legrand Singapore.

5.2 If a Purchaser gives a notice under clause 5.1 and such notice is accepted by Legrand Singapore, without prejudice to its other rights, for an Order for any standard Product (that is any Product which is not made to order), the cancellation fees in clause 5.3 will be charged for any cancellation of such Order, and for any variation of such Order or for any other types of Product, Legrand Singapore reserves the right to charge for all work it has performed in respect of the cancelled or varied Order and all work that it will need to perform in fulfilling a varied Order or, if the work is substantially complete or the Products were made to order or are otherwise not immediately available for sale to another customer at an equivalent price, to charge for the full amount set out in the applicable Order for the cancelled or varied Order in addition to any other costs it incurs on the Purchaser's behalf. Any charges or fees imposed in accordance with clauses 5.2 and 5.3 shall be immediately payable by the Purchaser to Legrand Singapore on demand.

5.3 For standard Products (that is Products which are not made to order), if the Order is cancelled, the following cancellation fees will be imposed:

- a. < 7 days from Contract Date: cancellation fees of 20% applies;
- b. 8 to 15 days from Contract Date: cancellation fees of 50% applies; and
- c. > 16 days from Contract Date: cancellation fees of 100% applies.

## 6 Delivery and return

6.1 The Products shall be delivered based on delivery terms set out in the relevant Order (and in the absence of a specified point of delivery in the Order, the Products shall be delivered ex-works at Legrand Singapore's premises).

6.2 Where the Products are supplied on the basis that they will be delivered by Legrand Singapore to the agreed delivery point, such delivery will be made by Legrand Singapore's preferred carriers. If the Purchaser wishes the Products to be delivered by another carrier, that delivery will be at the Purchaser's cost and risk (unless otherwise agreed in writing by Legrand Singapore). Legrand Singapore shall have no obligation under Section 32(2) of the Sale of Goods Act unless otherwise agreed by the parties in the Order.

6.3 Regardless of whether the Purchaser collects the Products, delivery shall be deemed completed:

- (a) Where the Order states that the Products are to be delivered by Legrand Singapore ex works, when the Products are made available for collection at the specified delivery point; or
- (b) In all other cases, when the Products have been unloaded at the specified delivery point.

6.4 Stated delivery times are no more than an estimate by Legrand Singapore and will not be binding upon Legrand Singapore. The time for delivery shall not be of the essence of the Agreement. Legrand Singapore shall not be liable to the Purchaser for any costs or other loss caused by reason of any delay in delivery including where such delay is caused by a Force Majeure Event or the Purchaser's default (including the Purchaser's failure to provide Legrand Singapore with adequate delivery instructions or any other instructions that are relevant to the supply of the Products).

6.5 If the quantity of Products delivered does not correspond with the quantity stated in an Order, the Purchaser will only be liable to pay

for the quantity delivered in the case of short-delivery and for the contract price in the case of over-delivery (subject in the latter case to permitting Legrand Singapore to collect the surplus Products) provided that in no event will such short or over-delivery entitle the Purchaser to damages or give the Purchaser a right to rescind the Agreement.

6.6 Any surplus Products delivered to the Purchaser will remain the property of Legrand Singapore and the Purchaser will take all necessary precautions for the safe custody and protection of such surplus Products and shall store the Products in a manner which makes them readily identifiable as the property of Legrand Singapore, until the time of their collection by Legrand Singapore.

6.7 If the Purchaser refuses or fails to take delivery of Products, Legrand Singapore may, at its discretion and without prejudice to any of its other rights, store those Products at the Purchaser's risk and expense, or cancel the Order (subject to the charges in clauses 5.2 and 5.3) and resell or otherwise deal with the Products thereafter in such manner as Legrand Singapore deems fit.

6.8 Except as specified in clauses 6.5, 8.1, and 8.2, Products may only be returned to Legrand Singapore with its prior written consent and subject to the following:

- (a) all returned Products must be delivered to Legrand Singapore at the Purchaser's cost within 7 days of their receipt by the Purchaser in good order and condition, unused and in their original packaging together with a despatch note stating the original Order and invoice numbers and the date of purchase;
- (b) while the return of the Product by the Purchaser is being processed by Legrand Singapore, Legrand Singapore may at its discretion charge the Purchaser a storage fee for its storage of the Products, such storage fee not to exceed 20% of the original net invoice price of the relevant Products;
- (c) the charges set out in clauses 5.2 and 5.3 shall apply to any Products accepted for return by Legrand Singapore under this clause 6.8; and
- (d) Legrand Singapore will generally not accept for return Products which have been manufactured to order (including Products not listed in the price list) unless those Products do not conform to an applicable Standard, are otherwise proven to Legrand Singapore's satisfaction to be defective or are supplied under a Consumer Contract and the provisions of clause 9.2 apply.

## 7 Passing of risk and title

7.1 Subject to clauses 6.2 and 6.7, risk in the Products will pass to the Purchaser when the Products are deemed delivered in accordance with clause 6.3.

7.2 Title to the Products will remain with Legrand Singapore and shall not pass to the Purchaser until the following amounts have been paid in full by the Purchaser:

- (a) all amounts due in respect of the Products under an applicable Order; and
- (b) any other amounts the Purchaser may owe Legrand Singapore, whether under these terms and conditions, under any other agreement or pursuant to any other Order.

7.3 Until such time as ownership in the Products passes to the Purchaser, the Purchaser will:

- (a) store the Products in a manner which makes them readily identifiable as the property of Legrand Singapore;
- (b) hold the Products as bailee of Legrand Singapore;
- (c) keep, and provide Legrand Singapore at any time on reasonable request, proper and complete stock records covering the receipt, identification, storage, location, sale and movement of the Products;
- (d) keep the Products insured against theft, damage and destruction.

7.4 Notwithstanding clauses 7.2 and 7.3, the Purchaser is entitled, subject to clause 7.6, to sell the Products in the normal course of its business, in which case such parts of the proceeds of resale equivalent to the amount owing by the Purchaser to Legrand Singapore as at the time of receipt of such proceeds must be held in trust for Legrand Singapore in a separate account. For the avoidance of doubt, nothing in this clause is intended to give rise to a security interest in such proceeds of resale. Legrand Singapore will have the right to maintain an action against the Purchaser for the price of the Products notwithstanding that title to the same has not passed to the Purchaser and/or that the Purchaser has resold the same.

- 7.5 Legrand Singapore is entitled, at any time while any debt remains outstanding by the Purchaser to Legrand Singapore under this Agreement or otherwise, to notify the Purchaser of its intention to take possession of the Products and for this purpose to enter upon the land and buildings of the Purchaser with all necessary equipment to take possession of the Products.
- 7.6 Upon receipt of notice from Legrand Singapore or upon the occurrence of any of the events set out in clause 7.7, the Purchaser's authority to sell or otherwise deal with the Products as set out in clause 7.4 is withdrawn.
- 7.7 The Purchaser will give immediate notice to Legrand Singapore of:
- any notice to the Purchaser that a receiver, administrator, administrative receiver or other encumbrancer, or judicial manager, provisional liquidator or liquidator is to be or has been appointed over its assets or any part of its business or undertakings, or if any distress, execution or other process is to be or is being levied or enforced upon the same;
  - any notice to the Purchaser that a bankruptcy application or a petition to wind up the Purchaser is to be or has been presented, or any notice to pass a resolution to wind up the Purchaser is given (or if any other corporate action relating thereto is taken), or if the Purchaser intends to or has submitted a bankruptcy or winding up application;
  - a decision by the Purchaser that it intends to make any arrangements with its creditors, or if the Purchaser (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration or judicial management order, or goes into liquidation;
  - any inability of the Purchaser to pay any of its debts, or if it is deemed unable to pay its debts under the applicable laws, including under Section 254(2) of the Companies Act or Section 62 of the Bankruptcy Act (as the case may be); or
  - any intention of the Purchaser to suspend or cease to carry on all or a substantial part of its business.

## 8 Warranty for defective Products

- 8.1 Legrand Singapore warrants that the Products will comply with the description in the relevant Order, conform to the applicable Standard, and be free from defects in materials or workmanship for a period of 12 months (or such other period as may be specified in Legrand Singapore's product catalogue, quotation, or website) from the earlier of the date of their installation or delivery to the Purchaser ("**Warranty Period**"). In the event of any such non-compliance, non-conformity, or defect of any Products, subject to Clause 9, Legrand Singapore will, at its option:
- replace or repair the Products;
  - bring the Products into conformity with the description or Standard (as the case may be);
  - take back the Products found not to conform to the description or Standard or which are otherwise defective and refund the appropriate part of the purchase price; or
  - pay for the cost of replacement or repair of the Products.
- Provided that:
- the liability of Legrand Singapore will never exceed the purchase price of the Products; and
  - the Purchaser has performed all its contractual obligations under this Agreement.
- 8.2 If any Products are damaged during transportation or delivery by a carrier nominated by Legrand Singapore in accordance with clause 6.2, Legrand Singapore will accept return of those Products and will credit the Purchaser with any amount which it has paid for them.
- 8.3 Subject to Clause 9, Clauses 8.1 and 8.2 apply only if:
- (i) in the case of any alleged non-conformity, defect or damage apparent on visual inspection, the Purchaser gives notice to Legrand Singapore within 14 days of delivery; and (ii) in the case of any alleged non-conformity, defect or damage not apparent on visual inspection, the Purchaser notifies Legrand Singapore within 14 days of the date on which such non-conformity, defect or damage appeared or ought to have been discovered by the Purchaser (and in any event, within the Warranty Period);
  - (in relation to Clause 8.1) the Products have been properly handled, stored and maintained and any instructions by Legrand Singapore in relation to the Products and their installation and use (including operating instructions which specify applicable operating and environmental conditions for particular Products) have been fully observed;
- the Products, being Products of the kind referred to in clause 8.2, are unsoiled and (in the case where the damage to the Product(s) is visible upon removal of the packing material) returned unopened to Legrand Singapore accompanied by an itemised list including the batch number and the relevant statement date and number;
  - the Purchaser gives Legrand Singapore a reasonable opportunity to inspect the Products at such location specified by Legrand Singapore; and
  - the Purchaser makes no further use of the Products after the Purchaser discovers or ought to have discovered that they were non-conforming, defective or damaged.
- 8.4 Clause 8.1 does not apply:
- to the extent the Products are damaged after risk passes to the Purchaser in accordance with clause 7.1;
  - to the extent the Products have been subjected to abnormal use (including excessive vibration, short circuiting, excessive voltage, interrupted or uneven power supply and negligent operation);
  - to the extent any Products have been repaired, altered or replaced by anyone other than Legrand Singapore or its authorised representatives;
  - to the extent defects or damage to any Products are attributable to their installation or assembly by any third party;
  - to defects or damage arising from normal wear and tear; and
  - to any components of the Products which are not manufactured or supplied by Legrand Singapore.
- 8.5 Certain Products manufactured and supplied by Legrand Singapore are specified to have a nominal life or rating. Legrand Singapore does not warrant and will not in any circumstance be liable for defects or failures in any such Products or for any reduction in any such Products' nominal life or rating attributable to external factors such as vibration, interrupted or uneven power supply or excessive voltage.
- 8.6 The warranty contained in this clause 8 is personal to the Purchaser and may not be assigned except with the prior written consent of Legrand Singapore. In particular, it is hereby stated and acknowledged by the Purchaser that the warranty contained in this clause 8 confers no rights and is not intended to benefit end-users of Products who are not Purchasers.
- 8.7 Legrand Singapore reserves the right to provide express warranties directly to end-users of Products. Such warranties may vary or extend the term of available warranty protection and may also be subject to different conditions than are set out in this clause 8.
- 8.8 No implied terms as to the quality or fitness of the Products shall arise by virtue of Section 14 of the Sale of Goods Act, except to the extent required by any applicable laws.

## 9 Exclusion of liability

- 9.1 Legrand Singapore acknowledges that certain legislations in Singapore, including the Consumer Protection (Fair Trading) Act, the Sale of Goods Act and the Unfair Contract Terms Act, provide Consumers with guarantees and rights which cannot be excluded, restricted or modified or which may in certain cases only be modified or restricted to a limited extent. Nothing in these terms and conditions excludes, restricts or modifies, or is intended to exclude, restrict or modify, any guarantee, condition, warranty, right or liability implied by law which cannot lawfully be excluded, restricted or modified.
- 9.2 To the extent permitted by Singapore law, Legrand Singapore's liability for goods supplied under a Consumer Contract that are of a type ordinarily supplied for private use or consumption are limited to the replacement or repair of the Products or a reduction in or refund of the price of the Products, as elected by the Consumer in accordance with the Consumer Protection (Fair Trading) Act.
- 9.3 Subject to Clause 9.2, for all goods and services supplied by Legrand Singapore:
- Legrand Singapore accepts no liability for any economic, indirect or consequential loss, including loss of profit, loss of income, loss of contracts or business and loss of data; and

- (b) Legrand Singapore's maximum aggregate liability for any cause and under any head of liability will not in any circumstances exceed the total price paid by the Purchaser for those goods or services.
- 9.4 These terms and conditions describe the full extent of Legrand Singapore's obligations and liabilities in respect of the supply of the Products and, except as expressly stated or referred to in this Agreement or as otherwise specifically provided in writing by Legrand Singapore, there are no guarantees, conditions, warranties or other terms that bind Legrand Singapore nor will Legrand Singapore otherwise be liable in contract, tort (including negligence) or for breach of statutory duty for any loss, damage, cost or expense of any kind.

## 10 Product specification and discontinuance

Legrand Singapore reserves the right to:

- (a) discontinue Products;
- (b) substitute comparable products; and
- (c) modify the design, specifications and Standards (other than mandatory Standards) applicable to any of its Products:
  - i. without notice to the Purchaser, if such modification is made prior to the date of the Purchaser's Order; or
  - ii. by giving written notice to the Purchaser at any time before delivery, if such modification is made after the Purchaser has placed the relevant Order, and is necessary for the purposes of compliance with any applicable laws.

## 11 Termination

- 11.1 Legrand Singapore may terminate the Agreement, or suspend or cancel any current Order, by written notice to the Purchaser if the Purchaser does not pay any amount in accordance with these terms and conditions.
- 11.2 Either party may terminate this Agreement, or suspend or cancel any current Order, by written notice to the other if:
- (a) the other party commits or allows to be committed a material breach of these terms and conditions which is capable of rectification and does not within 21 days of receiving a written notice from the first mentioned party rectify that breach;
  - (b) the other party commits a material breach of these terms and conditions which cannot be remedied; or
  - (c) an event of the kind described in clause 7.7 occurs in respect of the other party.
- 11.3 In addition, this Agreement may be terminated at Legrand Singapore's own discretion, immediately upon notice to the Purchaser, upon the occurrence of any of the following events:
- (a) breach of clause 14 by the Purchaser; and
  - (b) direct or indirect taking of equity or a share in the Purchaser's capital, in whatever form, by a third party which manufactures or markets products similar to or in competition with the Products.
- 11.4 Upon the termination of this Agreement or the suspension or cancellation of any Order for any reason, the Purchaser must promptly pay all amounts owing to Legrand Singapore under this Agreement (including, without limitation, all amounts payable to Legrand Singapore under clause 4.3).
- 11.5 Upon the termination of this Agreement, all outstanding Orders which have not been delivered in accordance with clause 6.3 shall be deemed cancelled, and the charges set out in clauses 5.2 and 5.3 shall accordingly apply to such Orders.
- 11.6 For the avoidance of doubt, the cancellation of any Order by a party shall not affect the obligations of either party in relation to any other Order(s).

## 12 Force majeure

Legrand Singapore will not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations occasioned by any cause whatsoever that is beyond its reasonable control including: Act of God; war; civil disturbance; requisitioning by governments or public authorities; governmental restrictions; prohibitions or enactments of any kind; import or export regulations; strikes; shipping and transport delays; lock-outs or other industrial disputes (whether involving its own employees or those of any other person); difficulties in obtaining materials; breakdown of machinery; fires; or accidents ("Force Majeure Event"). If any such event occurs, Legrand Singapore 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 Purchaser for any such loss or damage.

## 13 Intellectual property

- 13.1 Legrand Singapore for and on behalf of itself, its Related Bodies Corporate and its licensees (if any) reserves ownership and intellectual property rights in all inventions, names, illustrations, drawings, plans, specifications, formulas and documents relating to the Products. Nothing in these terms and conditions operates or is intended to deny Legrand Singapore, or confer on the Purchaser, such rights or any other intellectual property rights in the Products.
- 13.2 If a third party asserts a claim for breach of its intellectual property rights arising from the supply or use of the Products the Purchaser will immediately inform Legrand Singapore and Legrand Singapore will be solely responsible for the defence, resolution and settlement of any such claim. The Purchaser will at Legrand Singapore's cost and request render such reasonable assistance as Legrand Singapore requires in defending any such claim. In no circumstances will the Purchaser acknowledge or concede the validity of any such claim except with Legrand Singapore's express written consent. If any such claim against Legrand Singapore succeeds, Legrand Singapore will at its option use its best endeavours to obtain a right to use or license any such intellectual property rights or modify the Products or replace them at its cost.
- 13.3 The Purchaser will indemnify Legrand Singapore for and in respect of claims by any third party in relation to the Products which arise from or can be attributed to the special processes, requirements or specifications of the Purchaser, including the use or transfer of designs, logos, trade marks and techniques, equipment and tools in the manufacture, production and labelling of the Products.
- 13.4 In this clause 13 a reference to intellectual property rights includes patents, trade marks, copyright, registered designs and licences and applications in respect of any of the above.

## 14 Assignment

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

## 15 Waiver

No neglect, delay or indulgence on the part of Legrand Singapore in enforcing these terms and conditions will prejudice the rights of Legrand Singapore or be construed as a waiver thereof, nor shall any single or partial exercise of any such right preclude any further exercise of thereof or the exercise of any other right. A waiver of any term, provision, or condition of this Agreement shall be effective only if given in writing and signed by Legrand Singapore and then only in the instance and for the purpose for which it is given.

## 16 Severability

If any part of these terms and conditions (including any provision, part, paragraph, phrase or word) is illegal, invalid or unenforceable it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from these terms and conditions, but in any event the remaining provisions will remain in full force and effect.

## 17 Contracts (Rights of Third Parties) Act

Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce or enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement.

## 18 Jurisdiction and law

These terms shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Purchaser agrees that any action at law or in equity arising out of or relating to these terms shall be filed only in the Courts of the Republic of Singapore and the Purchaser hereby consents and submits to the non-exclusive jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be

deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Agreement would constitute a breach of any national or international regulations or any embargo or sanction and Legrand Singapore shall have no liability to the Purchaser or any third party by way of damages or otherwise in respect of such suspension or termination.

## 19 Privacy policy

Legrand Singapore's Privacy Policy is on our website at [www.legrand.com.sg](http://www.legrand.com.sg). The Purchaser consents (and shall procure that each of its directors, officers, employees, agents, partners or proprietors consent):

- (a) to the collection, use and disclosure of the personal information and credit information for the purpose of Legrand Singapore supplying the Products and managing the Purchaser's account, assessing the credit worthiness of the Purchaser, and otherwise implementing these terms and conditions and for any other purpose described in the Privacy Policy, and warrant that all data provided by the Purchaser is accurate; and
- (b) to any personal information collected by Legrand Singapore being disclosed to third parties operating outside Singapore including South East Asia countries and any other country where Legrand Singapore has a presence or engage third parties.

## 20 Exports and Embargoes

20.1 This section applies where the Purchaser undertakes export, re-export or resale of the Products or where the parties' commercial arrangement is not restricted solely to the Singapore market (Exports).

The Purchaser warrants and undertakes to Legrand Singapore:

- (a) The Purchaser shall comply with all the (re-) export control regulations of Singapore, France, the EU and the USA and those of any other applicable jurisdiction and it shall obtain all necessary licences, shipping documents and authorisations required under such legislation in respect of such Exports.
- (b) The Purchaser shall not export or re-export the Products to a country that is subject to embargo or sanction without having obtained all necessary authorisations from Singapore, French, European or American authorities, the United Nations or any other country or organisation that imposes such restrictions.
- (c) The Purchaser shall not supply the Products to parties, organisations or entities subject to embargoes, sanctions or other restrictions imposed by Singapore, France, the EU, the USA, the United Nations or by any other country, or to parties, organisations or entities if there is reason to believe that they fail to fully comply with all applicable national or international regulations, sanctions and embargoes.
- (d) The Products are not intended to be used in connection with any sectors or use that is banned or subject to restrictions under any laws or regulations, unless all required authorisation by the relevant bodies have been obtained.
- (e) All transfer and receipt of funds by the Purchaser comply with all national and international regulations.
- (f) To enable authorities or Legrand Singapore to conduct compliance audits, the Purchaser upon request by Legrand Singapore, shall promptly provide Legrand Singapore with all relevant licences and authorisations, information as to the identity of the customer to whom the Products are supplied, the destination and intended use of the Products and the financial institutions or entities used to collect and issue payments.
- (g) The Purchaser shall notify Legrand Singapore if the Purchaser suspects that any person the Purchaser has supplied the Products to may not be complying with any embargo, sanction or export control regulation.
- (h) Purchaser shall indemnify and hold harmless Legrand Singapore from and against any and all claims, proceedings, actions, fines, losses, costs and damages arising out of or relating to any non-compliance by the Purchaser with any of the above undertakings or breach of any relevant export control regulations or sanction or embargo.

20.2 The Purchaser's compliance with all the above undertakings is a condition of Legrand Singapore continuing to supply the Products to the Purchaser and Legrand Singapore has the right to suspend such supply and terminate any Order or this Agreement where Legrand Singapore has reason to believe that the above undertakings are not being complied with or if any obligation under any Order or this

