

GENERAL PURCHASING TERMS AND CONDITIONS

LEGRAND ELEKTRİK SANAYİ A.Ş.

Address: G.O.S.B İhsan Dede Cad. No:112 GEBZE/KOCAELİ

Tel: 0090 262 648 90 00 Fax : 0090 262 751 12 67

1. Definitions

• Goods or Services

The subject of the Order, including tangible or intangible goods or services (products, works, equipment, provision of services, intellectual services, software, etc.), as well as packaging, and all related documents, manuals and deliverables.

• Order

Instruction officially issued by the Legrand Purchasing Department, by means of which it asks the Supplier to deliver Goods or Services under the conditions formally specified in the order document and, if applicable, in the Special Terms and Conditions.

• Special Terms and Conditions

Special terms and conditions negotiated and agreed between the Parties, including the purchasing and technical specifications of the Goods or Services specified in the Order.

• Acceptance

Document by means of which Legrand declares that it accepts the Good or Service, with or without reservations.

• Supplier

The natural or legal person receiving the Order.

• Corporate Social Responsibility (CSR)

All practices implemented by the Company for the purpose of adhering to the principles of sustainable social, environmental, and economic development.

• Risk Prevention Plan

Document produced for operations by a company outside Legrand.

• Information System

All information management resources, used by Legrand or the Supplier, as the case may be. This includes technology (hardware, software, networks, and other means of communication) and the associated processes

2. General Provisions

These Terms and Conditions of Purchase form an integral part of the Order for Goods or Services, along with the purchasing specifications, the Special Terms and Conditions, and any other document explicitly referred to in the Order. Provisions outlined in the Supplier's offer shall only apply if expressly accepted by Legrand and referred to in the Order.

The Order and the acknowledgement of receipt thereof shall supersede all previous proposals, letters or other commitments not covered by the Order. The Supplier shall have a performance obligation and a duty to provide advice to Legrand, and undertakes to comply with the laws, regulations, and other applicable legislation in France and abroad, best industry practice, professional practice, and the applicable French or international standards, as well as internal regulations.

3. Acknowledgement of receipt - Acceptance of the Order

Any order shall only become final once the acknowledgement of receipt has been returned, dated, signed, and bearing the Supplier's stamp, or upon receipt of any other document formalising the agreement, within two weeks of the Order date. In the event of the acknowledgement of receipt not being returned but fulfilment of the Order commencing, the Supplier shall be deemed to have accepted the terms of the Order. The Special Terms and Conditions agreed between the Parties shall appear, as specified above, in the Order or in a specific contract; the acknowledgement of receipt must not contain terms and conditions that have not been agreed between the Parties.

Unless otherwise agreed between the Parties, the agreed delivery date is the date on which the Goods or Services arrive at the Legrand premises (and not the despatch date) or the date on which the Goods or Services are made available to Legrand by the Supplier.

4. Obligation to provide advice

The Supplier is deemed to have proposed to Legrand any variant, in particular in the choice of materials, techniques and approaches, which it considers likely to best adapt the Products or Services to the specifications expressed by Legrand. In this respect, the Supplier has an obligation to advise in particular as regards the compatibility of the definition of the Products or Services with their purpose or the use for which they are intended, in particular as regards the limits and conditions of use or implementation.

5. Compliance with the statutory obligations for Goods or Services

5.1 Legal and regulatory compliance

The Goods or Services must be manufactured or provided in compliance with the laws in force in the countries in which they are manufactured, performed, and marketed.

When Goods are shipped under the liability of the Supplier, this must be carried out in accordance with the laws in force and, in particular, in accordance with the road regulations of the transit and destination countries.

The Supplier must guarantee that the product and its packaging comprising the Goods comply with the legal and statutory requirements of the country of sale as notified by Legrand.

The Supplier must ensure compliance with all the above requirements throughout its supply chain.

The Supplier undertakes to provide Legrand with the declaration of CE compliance for the Goods produced in accordance with the requirements of European regulations, and to provide it with all the documents forming part of the technical file for the Goods (test reports, compliance certificates, drawings, etc.), and all the necessary documents.

If asked to do so by Legrand, the Supplier also undertakes to provide a declaration of compliance with the performance levels specified and/or a compliance certificate issued by an independent body.

5.2. Health and safety

By accepting the Order, the Supplier guarantees that the Goods are equipped with all the statutory and standard safety features. Wherever the Order involves services to be provided within establishments of Legrand or its customers, the Supplier shall take all the necessary measures to comply with legal and statutory provisions relating to health and safety, as well as the Risk Prevention Plan, in a timely manner.

The Risk Prevention Plan shall be produced jointly by Legrand and the Supplier, prior to any operations on Legrand premises.

5.3. Environment

When supplying Goods that are polluting or that contain components subject to specific regulations (e.g. RoHS, REACH, Conflict Minerals, etc.), the Supplier is required to comply with Article 4.2 of the Supplier Code of Conduct. Compliance with this clause constitutes an essential and decisive condition of the Order.

6. Corporate Social Responsibility

Legrand's responsible purchasing approach is one of the defining aspects of its social responsibility. To ensure the sustainable development of its activities, Legrand expects its suppliers and subcontractors to meet the same standards of social responsibility that it imposes on itself.

Therefore, the Supplier declares that it has familiarised itself with and adheres to the Legrand social responsibility and business ethics commitments, which are available on the Legrand Group website: Our commitments: Responsible purchasing - Legrand (www.legrandgroup.com)

The Supplier declares that it is aware of and agrees to comply with all the rules set out herein, as well as those set out in the Supplier Code of Conduct outlined in the Appendix hereto, based in particular on the

commitments of the United Nations Global Compact, the fundamental conventions of the ILO (International Labour Organization) and Legrand's CSR policy.

The Supplier undertakes to protect Legrand against and compensate it for any losses, costs, actions, damages, liabilities, expenses, costs incurred as the result of legal action, including legal fees and costs arising from any possible transactions, caused by any breach of this article by the Supplier.

The Supplier shall be responsible for any act or omission committed in the fulfilment of its obligations pursuant to this article, whether this results from its own actions or the actions of its management, employees, affiliates, agents, suppliers, subcontractors or any person acting under its control and with its authority, whoever they are.

In the event of the Supplier breaching these rules, Legrand may terminate the relationship on the grounds of this breach, without prejudice to any other rights or remedies provided for by law.

7. IT Security

The supplier undertakes to comply with best practice and market standards in terms of cybersecurity applicable to the system or service supplied (e.g. ISO27001, NIST CSF, OWASP, IEC62443, PCI-DSS, etc.), to comply with the regulations in force (e.g. Data privacy, etc.) and to comply with any policy communicated by Legrand, paying particular attention to the following points:

- a. Policies: The supplier has defined, implemented and monitored security policies.
- b. Awareness: The supplier ensures that its employees are aware of and trained in good security practices.
- c. Access management: The supplier ensures that the access of its employees and service providers is regularly recertified and will notify Legrand of any changes (transfer, departure).
- d. Hardening: The supplier applies good security hardening practices (e.g. based on CIS Benchmark) to the configuration of equipment supplied to Legrand and/or used in the context of the service provided to Legrand.
- e. Vulnerability management: The supplier shall ensure that the vulnerabilities of its equipment or software used under the contract with Legrand or supplied to Legrand are managed. Vulnerabilities must be reported as soon as possible.
- f. Supervision and incident management: The supplier must ensure that events and incidents relating to the security of its information system are supervised.
- g. Development security: The supplier must comply with good practice in secure development if the nature of the service makes this applicable.
- h. Security in Projects and Contracts: The supplier undertakes to integrate good security practices into the projects it carries out with Legrand and to cascade cybersecurity requirements to its suppliers and service providers.

7.1 Access to the Information System of Legrand establishments

In the event the Order involves access to the Information System of Legrand establishments, the Supplier undertakes to comply with the legal and statutory provisions relating to IT security, as well as the Legrand internal instructions relating thereto. These internal instructions shall be communicated by Legrand and accepted by the Supplier, prior to performing any operations using the Information System. The Supplier shall then inform Legrand of the risks of the planned operation, any potential incidents that might occur, and how to implement any corrective or preventive actions. In general, the Supplier is responsible for ensuring that the Information System and the data processed, to which it has access for the purposes of performing the Services, are protected.

7.2 Safety of services and products

The Supplier undertakes to ensure that all the Goods that it provides to Legrand are, at the time they are put into production for Legrand, free of any defect, weakness, or design fault (hereinafter referred to jointly as "Vulnerabilities") publicly known or known to the Supplier that adversely impacts information security, the risks and possible consequences of which Legrand has not been previously informed about.

The Supplier must take all precautions necessary to avoid introducing any malware into the Legrand Information System and must take all appropriate measures if it detects the presence of any malware. To this effect, the Supplier must appoint a person in charge of handling all questions relating to security

and risks and this person will be Legrand's sole point of contact for these matters.

7.3 Obligation to provide information

As part of its duty to advise, the Supplier undertakes to provide Legrand with all the information it has and to respond to any queries raised by Legrand relating to the safety and security of the Goods. In addition, the Supplier must notify Legrand immediately of any incident or event that it detects which is likely to have an impact on the security of Legrand data and/or its Information System.

7.4 Obligation to protect the Information System and information security

Due to the sensitive nature of the data belonging to Legrand which may transit through the Supplier's Information System, the Supplier must pay special attention to ensuring the physical and logical security of the Information System which processes Legrand information.

The security measures implemented by the Supplier relating to the information and Information System must in all cases be documented, approved by Legrand, and comply with current standards and best industry practice requirements.

7.5 Continuity of operations

The Supplier is responsible for implementing, maintaining in working condition, documenting, and assessing all measures required to guarantee the continuity of services provided to Legrand, in accordance with the relevant service level commitments made between the Parties.

7.6 Auditing and control

The Supplier agrees to maintain constant surveillance of its level of risk control and of its compliance with the security policies and rules applying to all the Goods, including those of its own subcontractors. Subject to providing reasonable notice, Legrand may carry out audits and intrusion tests, including on the premises of the Supplier's own sub-contractors, directly or through an independent external service provider not in direct competition with the Supplier, so as to ensure that the Supplier is complying with its obligations and, in particular, to check compliance with risk control procedures relating to the Information System.

8. Assignment - Sub-contracting

No Order may be assigned by the Supplier without the prior written agreement of Legrand.

The Supplier may not subcontract any or all of its obligations without the prior formal agreement of Legrand. In the event that Legrand gives its prior written agreement, the Supplier undertakes to extend the obligations contained in the contractual documents to its subcontractors. The Supplier shall remain fully liable for any consequences incurred by Legrand due to the fulfilment of the subcontracted Order and cannot invoke the shortcomings of its subcontractors to limit its liability.

9. Shipping/Delivery

The Goods shall be shipped and delivered in such a manner that they do not suffer any damage during transport and/or storage.

Transport arrangements shall be governed by the INCOTERMS of the International Chamber of Commerce, which are in force on the date when the Goods are shipped.

The Supplier shall provide Legrand with a delivery note for the Goods or a template acceptance report for the Goods or Services, detailing the Order items, which must accompany the Goods/Services delivered or provided. Where applicable, the costs of demurrage for railway carriages and lorries, storage or handling, or other costs resulting from a delay in providing the delivery note, or insufficient details on shipping documents, or for any other reason attributable to the Supplier's carrier, shall be borne by the latter.

All Goods or packaging that do not comply with the Order may, following discussions with the Supplier, (I)

either be returned by Legrand to the Supplier, which shall bear the costs and risk of storage and transport to its premises, or (II) be collected by the Supplier within eight days of notification of non-compliance by Legrand. Any Service that does not comply with the Order may be rejected or accepted with reservations by Legrand.

10. Deadlines

All deadlines, as negotiated and stipulated in the Order or the Special Terms and Conditions, are binding. As soon as the Supplier is aware of any expected delay in relation to contractual deadlines, it must inform Legrand of the measures taken to remedy said delay, in order to enable Legrand to take the necessary measures to protect its interests.

Unless otherwise agreed between the Parties, Legrand reserves the right, in the event of a delay attributable to the Supplier and except in cases of force majeure, to apply penalties of 0.1% of the total amount (excluding VAT) of the Order, per calendar day of delay, up to a maximum of 10% of this amount.

In the event Legrand incurs losses or additional costs due to the delay, Legrand may, notwithstanding the application of penalties, (I) obtain payment from the Supplier of the corresponding costs and any damages, and/or (II) serve the Supplier with formal notice to deliver or inform the Supplier by written notice of its decision to terminate the Order in whole or in part.

11. Acceptance - Warranty

11.1 Acceptance

A quantitative and qualitative inspection of compliance with the Order shall be carried out after delivery of the Goods or Services, including any associated documentation or deliverables, at Legrand premises or at any other place defined in the Order and within a reasonable time from the date of delivery of the Goods or Services.

The compliance of the Goods or Services will be assessed with regard to compliance with the technical specifications communicated or referred to by Legrand in the Order. Where applicable, the specific provisions relating to quality and the handling of non-compliance are described in the Order or in the Special Terms and Conditions. In the event of reservations made by Legrand at the time of acceptance, the Supplier must make any corrections within a maximum period of one (1) month from notification of the defect. No tacit acceptance of the Goods or Services is permitted. In the case of staggered payments, no payment shall be due until all reservations issued by Legrand have been resolved.

11.2 Warranties

The Supplier is liable for damage and losses of all kinds resulting from hidden defects or any other defect affecting the Goods or Services.

Notwithstanding the legal safeguards, and in particular the compliance and safety guarantee of the Goods or Services, and unless agreed otherwise in writing between the Parties, the Supplier shall guarantee the Goods or Services for a period of twenty-four (24) months from the Acceptance or commissioning of the Goods or Services, whichever occurs later, for any non-compliance with the Order, any design, manufacturing or material defects, unfitness for purpose, and/or breach of best industry practice or applicable laws and regulations.

In the event the above warranty comes into effect, the Supplier undertakes to repair or replace the Goods or Services or to bear the costs of repairing or replacing the Goods or Services with identical items. The defective Goods or Services must be repaired, corrected, or replaced within a maximum period of two (2) weeks from notification of the defect.

In the event a defect is identified during the warranty period, the warranty shall be extended by a period equal to that during which the Goods or Services are affected by the defect; in the event it proves necessary to replace some or all of the Goods or Services or repair them, the warranty period shall begin again from the date of replacement or repair.

In addition, the Supplier undertakes to be able to supply spare parts and/or provide maintenance for the Goods and Services ordered for a period of ten (10) years from acceptance of the Goods or Services, and to inform Legrand at least twelve (12) months in advance if it stops supplying the Goods or Services or spare parts covered by the Order.

12. Prices - Payment terms

Orders shall be fulfilled at a fixed and non-revisable price; this price shall include, if applicable, packaging, documentation, handling, transport, unloading, insurance, customs duties, and all fees, taxes, and other costs.

Deposits shall only become the definitive property of the Supplier and payments shall only be made following fulfilment of its contractual obligations.

The financial terms of the Order shall remain binding even in the event of an unforeseeable change in circumstances as defined in Article 1195 of the French Civil Code, with the Parties waiving the application thereof.

Unless specified otherwise in the Special Conditions for the Order, the Supplier shall set up an advance payment bond for all deposits paid by Legrand.

For all Goods or Services paid for by weight, length, or volume, in the event of any contradictions with the Supplier's documents, measurement shall be carried out jointly by the Parties. Should the Supplier refuse to be present when this measurement is carried out, without a valid reason, it shall not be entitled to object to the measurement taken by Legrand.

Orders shall be paid for, net of any discount, in accordance with the conditions specified in the Order. Each invoice shall be issued in complete compliance with laws and regulations and the Order. Invoices must, specifically, be sent to the address specified in the Order; it shall contain the details of the latter and the delivery note and, where applicable, a record of the deposits received and the corresponding services. Any invoice that does not comply with laws and regulations shall be rejected and returned to the Supplier. Compliance with the aspects outlined above will facilitate the processing of invoices and payment by their due dates.

Unless otherwise stipulated in the Order, payments shall be made thirty (30) days after the end of the month in which the invoice is dated, on the 15th, up to a maximum of sixty (60) days from the date of issue of the invoice or 45 days from the date of issue of a summary invoice.

In the event of late payment, the penalties shall be set at three times the legal interest rate applicable in France. A fixed penalty of 40 euros for recovery costs will also be applied.

The Supplier authorises Legrand, as of right, to offset all reciprocal receivables and payables, provided the conditions required for legal offsetting are met.

13. Transfer of ownership and risk

Transfer of ownership and risk shall take place:

- Following receipt of the Goods or Services at their destination for tangible Goods;
- When the acceptance report is signed, if Acceptance is required;
- Progressively, as they are received, for results and work originating from a provision of services.

Where deposits have been paid for the Order, the part of the Order corresponding to the value of the deposit shall become the property of Legrand, provided that this part of the Order is usable. In the event this is not the case and it is not possible to fulfil the Order in its entirety, no transfer of ownership shall take place for the benefit of Legrand and the Supplier shall return the value of the deposit.

14. Confidentiality

For the duration of the business relationship and for a period of five (5) years thereafter, the Supplier undertakes to consider and treat as strictly confidential and not to disclose to any third party whatsoever, in return for payment or free of charge, and in any form whatsoever, any or all data or information (including Intellectual Property Rights) provided by Legrand during the consultation period and/or during fulfilment of the Order, or of which the Supplier may have become aware as part of the business relationship, without prior written authorisation, whether this data or information is marked as "Confidential" or not when it is provided, and shall apply equivalent security measures and take the same precautions as those implemented in order to protect its own confidential information. The Supplier also undertakes to only use

this confidential data and information for the purposes of consultation on and/or fulfilment of the Order, or the implementation of the provisions thereof, and to only pass it on to those members of its staff who

need it in order to perform their duties.

The Supplier undertakes to ensure that this provision is applied by members of its staff and, where applicable, by its subcontractors.

15. Intellectual Property Rights

15.1 Legrand's intellectual property

Information, as well as tangible and intangible goods, which are the property of Legrand and are made available to the Supplier shall remain the property of Legrand. Where applicable, Legrand shall grant the Supplier a right to use this information and these goods free of charge, for the sole purpose of fulfilling the Order. Any goods or information entrusted to the Supplier must be returned upon first request from Legrand. The Supplier undertakes to ensure that the goods or information entrusted to it are properly stored and maintained.

The Supplier agrees not to directly or indirectly modify in any way the information and goods, including hardware, software, software packages or documents, entrusted to it, without the prior written agreement of Legrand.

15.2 Intellectual property of the Results

In the event an Order has a study or development aspect, and without a specific agreement to the contrary, all information and tangible or intangible goods, of any kind whatsoever, whatever their medium, including processes, data, software, hardware or any other results, which may or may not form the subject of intellectual property rights, including but not limited to copyright, design patents and models, patents, know-how (hereinafter referred to as the “**Intellectual Property Rights**”) produced within the framework of the Order (hereinafter referred to as the “**Results**”), are the exclusive property of Legrand. Consequently, the Supplier exclusively assigns to Legrand, for the entire world, all Intellectual Property Rights over the Results. Where necessary, the Supplier undertakes to sign any document and to take any additional action requested by Legrand in order to give full effect to the assignment to Legrand of all Intellectual Property Rights over the Results, during the term of the business relationship and for a period of five (5) years after its expiry, in particular, to enter into a specific assignment agreement where applicable. Consequently, the Supplier acknowledges that Legrand may, for the entire world, freely use and exclusively exploit or transfer all or part of the Results. It is hereby stipulated that, for Results that may be protected by copyright, in particular software, the proprietary rights assigned in this manner shall include the right of representation, reproduction, translation, adaptation, modification, marketing, use, possession, duplication and, more generally, all exploitation rights for all purposes, whether commercial or not, and for use on all media. The assignment of Intellectual Property Rights over the Results is valid for the legal term of protection of said Intellectual Property Rights in each country, for the entire world, including any legal extension, whatever the cause. Ownership of the Results and the related Intellectual Property Rights shall pass to Legrand as soon as they are created and as they are developed.

A proportion of the fixed amount making up the price of the Order shall be paid for the finalised completion of the Results, in return for the assignment of the rights listed above. Another part of the fixed amount paid by Legrand constitutes the fixed-rate remuneration for the exploitation of the Results, the Supplier being liable for any remuneration due to its employees or to other third parties in this respect. Except where the technical specifications provided by Legrand are concerned, the Supplier shall be liable for the use of all Intellectual Property Rights as part of the Goods and Services, and for the royalties, fees, or claims relating to the use of these rights as part of the Goods or Services, or resulting from measures subsequently taken to correctly maintain the Goods or Services. In any event, in the event that the Results contain third party rights, including Intellectual Property Rights, the Supplier undertakes to grant Legrand a non-exclusive licence to use the Results sufficient to enable Legrand to fully exploit the Results.

The Supplier agrees, at its expense, to protect Legrand against any third-party claims alleging an infringement or misappropriation by the Supplier of any Intellectual Property Right. Nevertheless, Legrand has the possibility of being represented by a lawyer of its choice at the Supplier's expense.

The Supplier shall thus bear the consequences of all judgements handed down by the competent court, once the judgement has become enforceable. Where, according to the Supplier, the use of Goods or Services is or may be likely to form the subject of such a claim, the Supplier may, at its own expense, alternatively (a) replace the Goods or Services with a legitimate item or service, which is functionally equivalent, or (b) obtain authorisation for Legrand to continue to use the Goods or Services in question, or, if these solutions cannot be reasonably envisaged by the Supplier, (c) terminate the relationship and refund the price paid in advance.

Unless specified otherwise, the Supplier explicitly undertakes not to supply any Results to third parties. Any breach of this clause would constitute a reason for termination of the contractual relationship between the Parties on the grounds of a breach of contract, without prejudice to any other remedy.

16. Reversibility

The Supplier undertakes to ensure the reversibility of Services provided, from a technical viewpoint, and to do everything necessary, from a legal and human resources viewpoint, to enable Legrand to take back provision of the Supplier's services, or have this taken back by a third party appointed by it, under the best possible conditions. In order to ensure the transfer of knowledge, the Supplier undertakes to reply in writing to all written questions submitted by Legrand.

In the event of the expiry or termination of this relationship, for any reason whatsoever, Legrand shall be entitled to require the Supplier to provide it with all the necessary information to enable it to prepare reversibility.

This right may be exercised during the 3 (three) months prior to the expiry of this relationship or, in the event of early termination, during the period necessary for reversibility to be implemented and, at the latest, at the end of a period of 2 (two) months from the date on which this termination is declared. Therefore, during these periods, the Supplier must maintain the technical and human resources necessary to ensure continuous provision of the service.

On the effective transfer date, the Supplier shall make the following items available to Legrand:

- * Any hardware and/or software that may have been made available to the Supplier by Legrand, to the extent that these resources continue to exist on the effective transfer date,
- * The latest version of any documentation created or amended by the Supplier relating to performance of its services and, more generally, any documents and/or information which may have been made available to it by Legrand.

On request, during the two (2) month period following the transfer date, the Supplier shall provide Legrand or any third party named by the latter with its technical assistance, to facilitate it taking back the services entrusted, but on condition that this third party is not a direct competitor of the Supplier, working to provide the same type of service as the latter to the same type of customer base.

In the event the reversibility results from early termination of the relationship, following a breach by the Supplier or any other event non-attributable to Legrand, Legrand shall not be invoiced for the reversibility assistance services.

17. Personal Data

Within the framework of the relationship between the Parties, the Supplier may be required to provide Legrand, or Legrand may obtain as part of the implementation or fulfilment of an Order with the Supplier, personal data relating to natural persons acting on behalf of and in the name of the Supplier and, where applicable, natural persons acting on behalf of its subcontractors (together, the «Data Subjects»). This personal data may include, in particular, the name of the Data Subjects, their contact details, and their role within the Supplier's or subcontractor's organisation. Legrand may process such data for the purposes of complying with a legal obligation (anti-corruption, anti-fraud, accounting, etc.), the legal basis for such processing being compliance with a legal obligation to which Legrand is subject. It may also process data for the purposes of negotiating the Order between the Supplier and Legrand, placing an Order, managing, and monitoring the fulfilment of an Order. It may also process data as part of administrative operations relating to an Order for the purposes of selecting suppliers and preparing documentation and financial statistics, when the legal basis for such processing is in Legrand's

legitimate interest, which consists, as the case may be, of implementing and ensuring the fulfilment of an Order, selecting and monitoring its suppliers, and compiling statistics on its activities.

Legrand undertakes not to retain this data for a period exceeding five (5) years following the fulfilment of the Order, except where a longer retention period is authorised or required by a legal or statutory provision, or if the Data Subjects have exercised one of the rights conferred on them by law, under the conditions set out below.

Access to this data is strictly limited to employees who are authorised to process it on account of their position and to Legrand service providers acting as data processors, within the limits of their remit, except where Legrand is required to disclose this data for legitimate reasons (legal obligation, disclosure required by a relevant authority or legal ruling, combating fraud, exercising rights of defence, debt collection, etc.).

In the event the Order requires the involvement of a Legrand subsidiary, Legrand may be required to disclose this data to them. In the event of this data being transferred outside the European Union, Legrand undertakes to implement the necessary safeguards to ensure the protection and confidentiality of data, and a copy of the safeguards implemented may be obtained from the Legrand Data Protection Officer whose contact details are outlined below.

Pursuant to the French Data Protection Act No. 78/17 of 06/01/78 as amended and the General Data Protection Regulation No. 2016/679 of 27/04/2016, Data Subjects have a right of access, rectification, erasure, and portability of their personal data, and a right to limit the processing of personal data concerning them. They may object to the processing of their personal data, unless this processing is based on a legal obligation of Legrand. They also have the right to determine what happens to their personal data after their death.

Legrand has appointed a Data Protection Officer, to whom requests to exercise rights and other requests concerning the personal data protection may be sent:

- By post: Legrand France - Direction Juridique / Legal Department - 128, Av. de Lattre de Tassigny – 87045 LIMOGES cedex (France),
- Via the Group's corporate website: <https://www.legrandgroup.com/en/contact>

Requests to exercise rights will be processed with within one (1) month of receipt. If necessary, this period may be extended by a further two (2) months, depending on the complexity and number of requests received. In this event, Data Subjects shall be informed of this extension and the reasons for deferral, within one (1) month of their request being received.

No payment shall be required to exercise these rights except in the event of a manifestly unfounded or excessive request. Alternatively, in the event of a manifestly unfounded or excessive request, Legrand reserves the right not to reply to the request, in accordance with the General Data Protection Regulation.

In the event of Data Subjects remaining unsatisfied with the response provided by Legrand, they are reminded that they are at liberty to lodge an appeal with the French Data Protection Authority (Commission Nationale Informatique et Libertés - CNIL): <https://www.cnil.fr/>

The Supplier undertakes to provide all of the above information, as well as the contact details of Legrand as set out on the first page of these General Terms and Conditions of Purchase, to the Data Subjects at the latest when their personal data is disclosed to Legrand or the Data Subjects are involved in the implementation or fulfilment of an Order.

Reciprocally, the Supplier undertakes to ensure strict compliance with personal data protection regulations, in particular the French Data Protection Act and the General Data Protection Regulation, for any processing of personal data that it implements in its capacity as data controller, including any processing of the personal data of natural persons acting on behalf of Legrand that it may carry out for the purposes of negotiating, placing, and fulfilling an Order and/or complying with a legal obligation and/or as part of a legitimate interest.

If, when fulfilling an Order, the Supplier processes personal data as a data processor under the provisions of the General Data Protection Regulation, the Supplier undertakes to:

I. only process personal data in accordance with the documented instructions provided by Legrand, including with regard to transfers of personal data outside the European Union, except where required

to do so by a legal obligation to which it is subject. In this case, the Supplier shall inform Legrand of this legal obligation prior to processing the personal data, unless prohibited by law for important public interest considerations. In addition, the Supplier shall immediately inform Legrand if, in its opinion, any instruction given by Legrand constitutes a breach of the French Data Protection Act or the General Data Protection Regulation;

II. process data solely for the specific purpose(s) defined by Legrand, unless otherwise instructed by Legrand;

III. grant members of its staff access to personal data only to the extent strictly necessary for the fulfilment, management, and monitoring of the Order, and ensure that individuals authorised to process personal data undertake to respect the confidentiality thereof or are subject to an appropriate legal confidentiality obligation;

IV. implement all the technical and organisational means and measures necessary to ensure that the processing of personal data is secure and to guarantee the confidentiality of the personal data processed as part of the Order. These measures include protecting the data against any security breach resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data (personal data breach). In assessing the appropriate level of security, the parties shall take due account of the level of knowledge, the costs of implementation, and the nature, scope, context, and purposes of the processing, as well as the risks to data subjects;

V. only make use of sub-processors to process personal data with the prior written agreement of Legrand. The Supplier shall submit the request for specific authorisation together with the information required to enable Legrand to reach a decision regarding this authorisation. The Supplier must enter, with each authorised sub-processor, into a written agreement including the same obligations for this sub-processor as those imposed on the Supplier in this document. Upon request from Legrand, the Supplier must provide Legrand with a copy of this agreement with the sub-processor and any subsequent amendments thereto. If the sub-processor fails to meet its data protection obligations, the Supplier shall remain fully liable towards Legrand for the sub-processor's fulfilment of its obligations;

VI. assist Legrand in responding to requests from data subjects to exercise their rights, taking into account the nature of the processing. The Supplier shall also inform Legrand immediately of any request it receives from a data subject. It must not follow up this request itself, unless Legrand has authorised it to do so;

VII. assist Legrand in complying with its obligations regarding data protection impact assessments and prior consultation with the relevant supervisory authority;

VIII. inform Legrand immediately and in any event within a maximum of 72 hours from the time the Supplier is informed, of any personal data breach, and provide it with the information listed in Article 33.4 of the General Data Protection Regulation. In this case, the Supplier must assist Legrand in its obligation to inform the supervisory authorities and the data subjects, where applicable;

IX. take account of the principles of data protection by design and by default in its tools, products, applications and services;

X. provide Legrand with any information necessary to demonstrate compliance with its obligations as a data processor, as set out in Article 28 of the General Data Protection Regulation and herein;

XI. provide Legrand, upon request, with a copy of the register(s) of processing operations concerning the processing of personal data carried out by the Supplier on behalf of Legrand;

XII. permit and contribute to audits, including inspections, by Legrand or an auditor appointed by Legrand; and

XIII. once the Order has been fulfilled, for any reason whatsoever, return or destroy, at the discretion of Legrand, any personal data received or collected in connection with the Order. In the event personal data is destroyed, the Supplier undertakes to provide Legrand with a written document, signed by its duly authorised representative, attesting to such destruction.

For each Order for which the Supplier acts as a data processor, the Parties shall specify in the Order or in the Special Terms and Conditions the scope and duration of the processing entrusted to the Supplier, the nature and purpose of the processing, the type of personal data and the categories of data subjects, and where applicable, the specific security measures to be complied with by the Supplier with regard to personal data protection.

18. Cancellation

Should the Parties fail to fulfil any or all of their contractual obligations, and specifically, in the event of a failure by the Supplier to fulfil one of the obligations relating to social responsibility, statutory obligations, information security and personal data, compliant delivery and warranty obligations, confidentiality and industrial property, absence of assignment or unauthorised sub-contracting, incumbent on it under the terms of these General Terms and Conditions of Purchase, the non-defaulting Party reserves the right to cancel the Order, following formal notice served by registered letter with acknowledgement of receipt or any other equivalent electronic means, which has remained without effect for thirty (30) days following receipt thereof.

Termination of an established business relationship shall take place following a reasonable written notice period and shall take account of the mandatory provisions of the applicable legislation.

Pursuant to Article L. 233-3 of the French Commercial Code, in the event the Supplier comes under the control of another company, it undertakes to inform Legrand of this as soon as possible, by registered letter with an acknowledgement of receipt. In this event, Legrand shall have a period of twelve (12) months from notification of the change of control within which to decide whether to terminate the relationship, without compensation for the Supplier. In this event, notice of termination shall be issued in a registered letter with an acknowledgement of receipt, unless the Parties decide to agree on different terms and conditions for terminating the relationship.

19. Liability and Insurance

The Supplier shall be liable for all bodily injury and material or immaterial damage caused to third parties or to Legrand, its representatives or agents, when fulfilling, failing to fulfil or incorrectly fulfilling the Order, or resulting there from, either due to the Supplier's failure to comply with its contractual obligations, or as the result of the latter's civil liability or that of its representatives, agents or subcontractors being invoked.

The Supplier hereby declares that it has taken out an insurance policy, with a reputedly solvent insurance company, the purpose of which is to cover the financial consequences of civil liability that it may incur due to bodily injury or material or immaterial damage. The Supplier undertakes to provide Legrand with the corresponding certificates every year. The Supplier also undertakes to pay all insurance premiums relating to this policy throughout the period of fulfilment of the Order.

20. Mediation – Disputes

The Parties undertake to jointly examine all disputes that may arise between them, in the most cooperative manner. In the event of a dispute, the Supplier shall have the option, should it wish to do so, to contact the Legrand internal mediator by email to legrand-mediateur-inter-entreprise@legrand.com, in order to inform the latter of the situation and to seek an amicable solution.

During this period of mediation and as part of the handling of all disputes, the Parties undertake to make every effort to minimise the resulting financial consequences for the Parties and, specifically, for the Supplier, to suspend fulfilment of the Order if requested to do so by Legrand.

The Order and the effects thereof shall be governed by French law, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980. Where no solution can be found with the assistance of the internal mediator, the first Party to take action may refer any dispute to the courts for the region where Legrand has its registered office, to which the Parties explicitly assign jurisdiction, even in the event of the introduction of third parties or multiple respondents, irrespective of the locations and payment terms.

SUPPLIER COMMITMENT

Name of the company (the "Company"):

Company address:

Name and position of signatory

Stamp and signature preceded by the words "read and approved on behalf of and in the name of the Company":

