

## 1. Contract Terms

These Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Viconics' brand and other Schneider Electric products (collectively the "Products") by the legal entity procuring such Products ("Purchaser") from Schneider Electric Buildings Americas Inc. ("SE"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master or supply agreement between the Purchaser and SE, the specific conflicting terms of the master or supply agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of SE terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized SE representative.

## 2. Prices

Unless otherwise stated in an applicable quotation or proposal, all prices are subject to change without notice. In the event of a net price change and unless otherwise agreed to in writing, prices for orders scheduled for immediate release shall be those in effect at time of order entry. Prices for orders placed for future shipment without an agreed price and ship date will be billed at the pricing in effect as of the shipment date. All clerical errors are subject to correction.

## 3. Taxes

Unless otherwise set out in SE's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by SE. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. SE is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless SE furnishes the Purchaser at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.

## 4. Terms of payment

Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. Invoices for pro-rata payments become due on the date of shipment. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when SE was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If completion of delivery is delayed more than 30 days after originally scheduled delivery date and not caused solely by SE, SE reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to SE's other lawful remedies, SE reserves the right to suspend or cancel the PO. If Purchaser fails to pay SE for the Products, SE reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Purchaser consents to such filings and registrations.

## 5. Delivery

Delivery schedules are estimates only and based on conditions applicable at the time of the SE' quotation and acceptance of Purchaser's Purchase Order. Unless specifically agreed in writing by SE, all deliveries shall be within the continental United States according to the applicable and agreed upon Incoterms (2010) delivery rule or as set forth in SE's quotation or proposal. Dates for estimated delivery are subject to confirmation by SE and until such confirmation may change solely based on SE's circumstances. All confirmed dates are reasonable estimates based on the prompt receipt by SE of all required information enabling achievement of such dates and SE reserves the right to change such dates in the event additional information is necessary or other information was not provided.

**DISCLAIMER:** The Purchaser acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed in areas already affected by, or that may be affected in the future by, the prevailing COVID epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in SE's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by SE (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of SE's (or its subcontractors') employees. The Purchaser therefore recognizes that such circumstances shall be

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considered as a cause for **excusable delay** not exposing SE to contractual sanctions including without limitation, delay penalties, liquidated or other damages or termination for default.

## 6. Risk of loss

Risk of loss shall pass to the Purchaser upon completion of delivery according to the applicable Incoterm (2010) rule or as agreed to by the parties. Delivery of Products by SE will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order. Title passes on full payment.

## 7. Substitutions

SE may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. SE assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.

## 8. Shortage

Claims for shortages or errors must be submitted to SE within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.

## 9. Installments

SE reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.

## 10. Force Majeure

SE will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of SE, or which SE could not reasonably foresee or reasonably provide against, and which prevents SE from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, pandemic, epidemic, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout or other industrial disturbance whether at SE or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery accordingly. SE reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.

## 11. Standard Limited Warranty

SE warrants the Products against defects in material and workmanship arising under normal use for a period of 18 months from the date of delivery unless another warranty period is specifically agreed in writing by SE. The obligation under this warranty is limited to the repair or replacement, at SE's option, of Products, f.o.b. shipping point provided that prompt notice of any defect is given by Purchaser to SE's in writing within the applicable warranty period and that upon the Purchaser's return of the defective Product(s) to SE, properly packed and with transportation charges prepaid by Purchaser, an inspection thereof shall reveal to SE's satisfaction that Purchaser's claim is valid under the terms of this warranty. Should the suspected nonconforming Product upon inspection and testing be found to be in conformance to operative conditions, SE reserves the right to reverse any given credit and back charge any freight and testing costs incurred by SE. The repaired or replaced Product shall continue to be covered under this warranty for the remainder of the original 18-month warranty period.

Exclusions & Limitations: This warranty shall not apply (a) to products not manufactured by SE, (b) to Products that have been repaired or altered by anyone other than SE so as, in SE's judgment, affects the same adversely, (c) SE's conformance with Buyer's design of the Products; or (e) to Products that appear to be subjected to negligence, accident, or damage by circumstances beyond SE's control, or improper use, operation, maintenance or storage, or to other than normal use. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. Purchaser shall assume all responsibility and expense for dismantling, removal, re-installation and freight in connection with the foregoing. THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SE, SE SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SE TO PURCHASER.

Non-SE products: With respect to any other products that SE may supply or provide under the applicable Purchaser

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Order, the warranty obligations of SE shall in all respects conform and be limited to the warranty actually extended to SE by such non-SE supplier.

### 12. Return of Products

No Products may be returned without first obtaining SE's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach SE without damage and labeled with the return authorization number. For any returns, SE will pay the carrier and deduct the freight charges from the credit unless if returns result from SE error, freight charges will be paid by SE. Any cost incurred by SE to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. SE Products, which are listed in the current product list as returnable and which are accepted for credit, not involving a SE error, shall be assessed a restocking fee of 25% of the invoice price.

### 13. Intellectual Property

SE retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and work product relating to these. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by SE, SE shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if SE is notified promptly in writing and given authority, information, and assistance at SE's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, SE shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. SE will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of SE for patent, trademark or copyright infringement, and in no event shall SE be liable if any infringement charge is based on the use of SE Products for a purpose other than that for which it was sold by SE. As to any Products furnished by SE to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify SE against any award made against SE for patent, trademark, or copyright infringements.

### 14. Software

Any software or computer information, in whatever form that is provided with Products manufactured by SE, is licensed to Purchaser solely pursuant to standard licenses of SE or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. SE does not warrant that such software or computer information will operate error-free or without interruption, and SE warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, SE will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. SE shall have no other obligation to provide updates or revisions.

### 15. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SE FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PURCHASE ORDER FROM WHICH LIABILITY AROSE.

### 16. Insurance

SE shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as SE deems appropriate in accordance with industry practice. Certificate of

insurance evidencing this may be provided on request.

## 17. Import and Export

- (a) The Products and services provided by SE pursuant to these Conditions of Sale and/or under the applicable Purchase Order or contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Purchaser acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these Terms and Conditions of Sale shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
- (b) Unless applicable export license/s has been obtained from the relevant authority and SE has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Purchaser also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.
- (c) If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit SE from fulfilling any order, or would in SE's judgment otherwise expose SE to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, SE shall be excused from all obligations under such order and/or these Terms and Conditions of Sale.

## 18. Cybersecurity

Purchaser's Obligations for Its Systems: Purchaser is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or Services provided by SE, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Purchaser's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Purchaser's Systems, including any data, including through malware, hacking, or similar attacks.

Without limiting the foregoing, Purchaser shall at a minimum:

- (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Purchaser's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Purchaser's Systems or Purchaser's industry.
- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on SE's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Purchaser.
- (c) regularly monitor its Systems for possible Cyber Threats.
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of SE's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by SE from time to time, and then-current industry standards.
- (f) Purchaser's Use of the Products, Software, and Services: SE may release Updates and Patches for its Products, Software, and Services from time to time. Purchaser shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with SE's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Purchaser understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Purchaser's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and SE shall not be liable or responsible for any losses or damages that may result.
- (g) Identification of Cyber Threats: If Purchaser identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which SE has not released a Patch, Purchaser shall promptly notify SE of such vulnerability or other Cyber Threat(s) via the SE's Report a

Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide SE with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). SE shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Purchaser; provided, however, SE shall not publicly disclose Purchaser's name in connection with such use or the Feedback (unless Purchaser consents otherwise). By submitting Feedback, Purchaser represents and warrants to SE that Purchaser has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to SE described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

## 19. Ethics and Compliance with Laws

Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Purchaser has concerns related to ethics, compliance, or SE's Principles of Responsibility, and/or any potential violations of these policies, Purchaser is welcome to make use of SE's GreenLine. The GreenLine is Schneider's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the link below: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

## 20. Nuclear Applications

Unless otherwise agreed in writing by a duly authorized representative of SE, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, SE disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies SE against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

## 21. Nature of Relationship

Purchaser agrees that SE is an independent contractor and nothing in these Conditions of Sales creates between SE and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

## 22. Termination

Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to SE and upon payment of reasonable and proper termination charges based on the price of the terminated Purchase Order and reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit. Special or custom ordered Products are not cancelable after final acceptance OR approval of drawings for the commencement of manufacturing.

## 23. Cancellation

SE shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

## 24. Amendments

No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

## 25. Applicable Laws

All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the jurisdiction in which the applicable SE entity is located, excluding such jurisdiction's rules regarding conflicts of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Each party agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever.