
General Terms & Conditions of Sales

1. General

Unless otherwise expressly agreed in writing in above agreement, the following terms and conditions govern all Agreements of Sale of Products (as hereinafter defined) between **BTicino Co., Ltd.**, a private limited company duly established and existing under the Laws of the Kingdom of Thailand and having a registered address at 10/F Ploenchit Center, 2 Sukhumvit Road, Bangkok 10110, Thailand (hereinafter “**BTicino**”) and the Customer (as hereinafter defined). They superseded any terms or conditions which may be stipulated in the Customer’s Order or other documents not expressly agreed to in writing by BTicino.

The Customer shall be deemed to have full knowledge of those General Terms and Conditions of Sale herein.

2. Definition

- “**Agreement of Sale of Products**” or “**Agreement**” means the Agreement between BTicino and the Customer for the purchase and sales of the Products.

- “**Products**” mean all goods offered to or supplied by BTicino, irrespective of the brand of said goods.

- “**Customer**” means any person or entity, to whom BTicino supplies or offers to supply the Products.

- “**Order**” means the written order placed by the Customer for the supply of the Products or any other document given by the Customer to confirm the placement of the order of the Products.

3. Application

These General Terms and Conditions apply to all quotations, offers and purchased Orders made or accepted by BTicino and to all Products sold by BTicino to the Customer.

These General Terms and Conditions may not be modified or cancelled unless agreed in writing by BTicino.

In the event of any conflict or inconsistency between the General Terms and Conditions of Sale herein and the terms and conditions contained in Customer’s Order, whether or not any such Order has been acknowledged or accepted by BTicino, these General Terms and Conditions contained herein shall prevail.

4. Orders

Subject to Clause 3 hereof, any Order placed by the Customer shall be in writing and will be binding on BTicino only if BTicino gives written acknowledgement of its acceptance of the Order.

In a case of supply of the Product without BTicino's written acknowledgement of its acceptance of the Order, BTicino's conduct in fulfilling the Order shall be deemed to constitute BTicino's acceptance of the Order and invoice issued shall constitute evidence of BTicino's acceptance of the Order.

All Orders placed by the Customer and accepted by BTicino in writing cannot be modified or cancelled by the Customer without a prior written agreement of BTicino. Any notice of modification or cancellation may be accepted or rejected by BTicino at its sole discretion.

5. Prices

The parties agree that the purchase price of the Products shall be determined by reference to the price stated on the price list that is officially issued by BTicino (the “**Product Price**”), whereby the actual purchase price will be calculated by applying the discount rate fixed by BTicino to the Product Price. The Customer acknowledges and agrees that the Product Price is merely indicative and are not binding on BTicino, and that BTicino reserves the right to change the Product Price at any time and without having to publicize such changes or to e prior notification thereof to the Customer.

The Product Price in BTicino's quotation shall be the price stated on BTicino's official price list that is valid and effective at the time BTicino issues a quotation to the Customer. BTicino's quotation will be nullified and void if said quotation is not accepted by Customer within sixty (60) days from the date of quotation, unless otherwise specified in the quotation. Unless otherwise notified, the Product Price are quoted on the basis of cash payment and for delivery ex-JWD Warehouse, Minburi, Thailand. All prices are inclusive of delivery costs to the Customer's site within a specified territory determined by BTicino ("**Specified Territory**"); provided that the number of the Products ordered exceeds the minimum threshold specified by BTicino. For delivery and transport to other destinations requested by the Customer that are outside of the Specified Territory, any additional charges incurred in delivery and transport shall be solely borne by the Customer. The Customer irrevocably agrees to be solely liable for any loss or damage to the Products that may occur during the transportation, and expressly waives its right to claim for such loss or damage that arise during the course of transportation,

The Price List is purely indicative. The Customer is not bound to set the selling price in accordance toby this Price List, and is free to set its own selling price for further distribution in the market.

Unless otherwise stated, prices quoted are in Thai Baht and are fixed until the expiration of the period given in the offer or quotation attached to the General Terms and Conditions. BTicino shall provide the Customer with a tax invoice and the Customer shall pay BTicino the full invoiced amount, and any applicable VAT stated thereon.

6. Delivery Terms

Delivery terms, whatever stated or agreed upon, are purely indicative. They reflect normal conditions of production and transportation and are subject to changes. Any delay in delivering the goods, howsoever caused, does not entitle the Customer to the right of a legal claim for any compensation and/or damages. In an event where the parties agree that the Products will be collected, the Customer agrees and acknowledges that the Customer is required to collect its Products within eight (8) days from having been informed that the goods are ready for collection. In case of a default by the Customer, BTicino reserves the right to rescind the agreement, and the right to claim for any compensation and/or damages.

Unless otherwise expressly stated in the Customer's Order as accepted by BTicino, BTicino reserves the right to deliver part of the Products or deliver the Products in full as per the Order, whereby BTicino will issue an advance notice thereof to the Customer.

7. Payment

Unless otherwise agreed upon, the Customer shall settle the payment for the Products within the credit term specified on the tax invoice issued by BTicino.

The standard credit term is sixty (60) days from the date of the tax invoice for Authorized Dealer and Distributors and is thirty (30) from the date of the tax invoice for Authorized System Integrator.

The Customer shall pay all the amounts due under these terms and conditions to BTicino and the Customer shall not be entitled to apply any credit, set-off or counter-claim against BTicino's invoice on any grounds, without BTicino's prior written agreement.

The Customer shall pay directly to BTicino bank account, without using any third-party entity. The paying legal entity is the entity to which BTicino's invoice is addressed.

If payment is not made in accordance with these terms or conditions, BTicino shall be entitled to, without limitation:

(a) suspend or cancel the Order or delivery of any Products until alternative arrangement on payment, including credit terms, is accepted by BTicino;

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

8. Warranty

Subject to Clause 13 hereof, BTicino warrants the Products against any defects in manufacture arising from faulty design, materials or workmanship ("Defect"), for the period of twenty four (24) months from the date of invoice.

In the event of discovery of the Defect in Products purchased during the period of warranty, the Customer shall immediately notify BTicino the nature and description of the defect in writing. Upon receipt of the notice, BTicino shall either, at its sole discretion:

- (a) Replace or repair the Products; or
- (b) Take back the defective Products and credit the Customer in the amount equivalent to the price of the Products returned to BTicino.

This warranty does not apply to the cases where the Products are defective, damaged or rendered unserviceable due to the following causes:

- (a) Vandalism, misuse or abuse of the Products;
- (b) Fire, water, flood and any other force majeure events;
- (c) Improper installation, unauthorized alteration or failure to use the Products in accordance with BTicino's instruction of use; and
- (d) Normal wear and tear from the use of the Products.

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

The warranty ceases to be effective if any one of the following events occur:

- (a) The Products have been altered and/or repaired by persons that have not been authorized or approved by BTicino to perform such work. Repair or replacement does not interrupt or prolong the period of warranty; or
- (b) The Customer fails to operate and use the Products in a safe and reasonable manner, and in accordance with the written instruction on use from BTicino.

9. Limitation of Liability

Notwithstanding anything in these Terms and Conditions to the contrary and to the extent permitted by applicable Law, no party may make any claim under or in connection with the Agreement or any Order unless it is a claim for an actual, direct and proven loss or damage.

In no event, either party, its officers, directors, or employees shall be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, of for loss of revenue or profit, loss of information or data, loss of goodwill, reputation or contracts, loss arising out of or in connection with pollution or contamination, or other financial loss, regardless of whether such loss or damage arise in contract, tort, or otherwise, irrespective of fault, negligence or strict liability.

The maximum liability of BTicino for any and all claims, losses, damages, costs and expenses arising from or on connection with the Agreement shall not exceed the amount of money actually paid to BTicino by the Customer for each Order.

The Customer shall indemnify BTicino and keep BTicino fully and effectively indemnified against any loss or damage to any property or injury to or death of any persons caused by any negligent act or omission or misconduct of the Customer, its employees, agents or sub-contractors, or by any breach of its contractual obligations arising out of the Agreement

Any typographical, clerical or other error or omission in sales literature quotation, price list, acceptance of officer, invoice or other documents or information by BTicino shall be subject to correction without any liability on the part of BTicino.

10. Right of Ownerships

The Right of ownership is a conditional sale. The goods shall remain the property of BTicino and ownership shall not vest in the Customer until such a time as the Products have been fully paid for.

BTicino shall have the right to claim for the return of the Products if the payment for such Products have not been made in full or settled, even in case of customers' insolvency.

Notwithstanding the right of ownership as stipulated above, the Customer agrees and acknowledges that the Customer shall be solely liable for all loss and damage to the Products that may arise from the date of invoice issued by BTicino inclusively.

11. Products Specification and Discontinuance

BTicino reserves the right to discontinue the Products, substitute comparable Products and/or modify the design/specification application to any of its Products, at any time without incurring any liability or other obligation to the Customer.

Samples and catalogues are for illustration and/or test purposes only, and shall have no binding effect on BTicino. For avoidance of doubt, the samples and catalogues serve to provide an approximate demonstration of the Products' features, properties and specification.

Specifications of the Products, especially pictures, drawings, data about weight, dimensions measure and capacity contained in the offers and brochures are for references only. Such specifications shall in no way constitute a quality warranty but merely a description or labeling of the Products.

12. Intellectual Property.

All Information and data contained in any document supplied by BTicino shall remain BTicino's exclusive property along with all intellectual property rights, including but not limited to copyrights, trademarks, patents, registered designs, names, plans, logos, specifications, licenses and documents, related to the Products.

To the extent the Product are sold under a trademark of BTicino, Legrand or its related corporations, such products shall not be altered, modified or reverse-engineered by the Customer, its employees, agents and any sub-contractors. The Customer covenants that that it shall not infringe, directly or indirectly, the intellectual property rights of BTicino, and shall inform BTicino immediately when the Customer knows of any cases of infringement of BTicino's intellectual property rights.

13. Claims

The Customer agrees to make all claims against BTicino in writing and within the periods specified below:

- Claims for errors in shipment or delivery to be made within 14 (fourteen) days of the date of receipt of Products
- Claims for the Defects of Products to be made with full particulars within thirty (30) days of the days of receipt of Products
- Claims for errors in invoicing shall be made with thirty (30) days of the days of receipt of Products

14. Acceptance of Return

BTicino shall have sole discretion in consideration whether to accept the return of Products. The return of the Products shall be discussed and agreed upon prior to the Products being returned.

BTicino's acceptance of the return of the Products shall be conditional upon the following:

- (a) The Products have been properly handled;
- (b) The Products are packed in their original packaging;
- (c) The cost of return shall be on the Customer's account; and
- (d) The Customer agrees to accept a credit of only 80% of the price paid for the Products that are returned.

15. Restriction to Sales

The Customer undertakes to comply with all laws and regulations on embargoes, sanctions of an economic, commercial or financial nature, and other restrictive measures specified by France, the United States, the European Union or any other applicable national legislation and to obtain all licenses, shipping documents and authorizations required for the resale of the Products.

In particular, the Customer undertakes not to:

- (a) Export or re-export the products covered by this Agreement, to a banned country, or one which is subject to restrictions, without having obtained all necessary authorizations from French, European or American authorities or those of any other country that imposes export control;

- (b) Supply the Products to parties, organizations or entities subject to restrictions by France, the European Union or any other countries, nor to parties, organizations or entities about which there are reasons to believe that they fail to fully comply with the applicable national or international regulations; and
- (c) Issue or collect any financial flows without having previously notified and/or obtained the necessary authorizations from the competent national authorities.

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

Any Question concerning this Clause must be directed to the Finance Department of BTicino.

16. Social, Societal and Environmental Responsibility

The Customer shall be deemed to be aware of the Legrand Group's policy on the sustainable development and business ethics commitments as provided, particularly in the Charter of Fundamental Principles, on <http://www.legrandgroup.com/EN/>, including any amendments made thereto from time to time.

In particular, the Legrand Group strictly complies with national and international laws and regulations on anti-corruption, anti-trust, compliance with embargoes, and on economic, financial and trade sanctions.

17. Termination

BTicino shall be entitled to terminate the Agreement with immediate effect and shall be discharged from all its obligations under the Agreement and any liabilities to the Customer, if the Customer defaults in payment, or causes undue delay in accepting the Products delivered pursuant to the Order issued by the Customer to BTicino, whether in full or in part.

Either party shall be entitled to terminate the Agreement in cases of

- (a) breach of major obligations by the other party, where the party in breach fails to remedy such breach within one month from the date of the written notice of breach by the non-default party; or
- (b) Force Majeure Events (as hereinafter defined), where each party cannot fulfill its contractual obligation for a period of two months. In the event of termination of the Agreement by BTicino due to the Customer's default or breach of its contractual obligations, the Customer agrees to pay BTicino for actual expense incurred by BTicino in performing the works up to the effective date of termination, including the cost of all materials or goods ordered for the performance of the Agreement and/or those delivered to the Customer.

Termination hereunder shall be without prejudice to any other right the non-defaulting party may have at law.

18. Force Majeure

BTicino and the Customer shall not be responsible or liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations resulting from causes beyond its reasonable control including but not limited to acts of God, wars, civil disturbance, fire flood, acts of the elements, factory shut-downs, strikes (collectively referred to "**Force Majeure Events**").

The period required for the performance of any obligations of the Agreement which is affected by Force Majeure Events shall be extended by a period equal to the duration of occurrence of the Force Majeure Events.

19. Waiver

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

20. Assignment

BTicino may assign its right, duties and obligations under this Agreement to any of its affiliates without any prior consent from the customer. The Customer may assign its rights and obligations with the prior written consent of BTicino.

21. Language

All correspondence and documents relating, as well as the performance of the relevant Agreement shall be in written in English language that shall prevail, notwithstanding the translation of the whole or part of this Agreement into another language.

22. Disputes & Jurisdiction

The Agreement herein shall be subject to the Laws of the Kingdom of Thailand and all disputes, disagreements, claims and demands shall be subject to exclusive jurisdiction of the Courts of Thailand.

If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable, it shall be read down so far as necessary to give it a valid and enforceable operation, or, if that is not possible, it shall be severed and the remaining provisions of the Agreement shall continue in full force and affect.