

General Terms and Conditions of Purchase

1. General
Unless otherwise expressly agreed in writing, the following terms and conditions (the "Terms and Conditions") govern all Agreements of Purchase of Products and Service (as hereinafter defined) between **BTicino Thailand Co., Ltd.**, a private limited company duly established and existing under the Laws of the Kingdom of Thailand and having a registered address at 10F Ploenchit Center, 2 Sukhumvit Road, Bangkok 10110, Thailand (hereinafter "**BTicino**") and the Supplier (as hereinafter defined).
The Terms and Conditions contained herein shall supersede any terms or conditions which may be stipulated in the Supplier's Order or any other documents that have not been expressly agreed to in writing by BTicino.
The Supplier shall be deemed to have full knowledge of the Terms and Conditions of Purchase.

2. Definition

"**Agreements of Purchase of Products and Service**" or "**Agreement**" means the Agreement between BTicino and the Supplier for the purchase of Products and/or Services, including the Purchase Order, the Terms and Conditions and any special conditions that may be specified, for the supply of the Products or performance of the Services
"**Products**" means all goods, materials, plant, equipment and Services to be supplied by the Supplier to BTicino
"**Services**" means the provision of any installation work or other activity undertaken by the Supplier on site or at location specified by BTicino
"**Supplier**" means any person or entity, to whom the Purchase Order is addressed and shall include the Supplier's personal representatives, successors and permitted assignees.
"**Purchase Order**" means a document (in any form) issued by BTicino and signed by an authorized representative of BTicino to the Supplier detailing the Products, the Services, Contract Price and any special conditions or any written order placed by BTicino to the Supplier for the supply of the Products or Service and the document incorporated by express reference in the face of the Order.
"**Completion Date**" means the date of delivery of the Products or completion of the Services as specified in the Purchase Order
"**Contract Price**" means the sum or sums stated as the price in the Purchase Order

3. Application

The Terms and Conditions apply to all Purchase Orders issued by BTicino and shall be deemed an integral part of BTicino Purchase Order.
The Supplier's quotation is incorporated and made a part of the Purchase Order only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such terms are consistent with the other terms of the Purchase Order.
The 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 Terms and Conditions and the terms and conditions contained in Supplier's quotation, acceptance, purchase or any written or oral agreement, whether or not any order has been acknowledged or accepted by BTicino, the Terms and Conditions contained herein shall prevail. BTicino is prepared to negotiate with the Supplier if a contradiction exists.

4. Confirmation and Order Acceptance

The Purchase Order placed by BTicino shall only be considered accepted and final if the Supplier has confirmed its acceptance of the Purchase Order in writing within seven (7) days of the Purchase Order date. In an event where the Supplier has not communicated its acceptance but has commenced the work contemplated under the Purchase Order, it shall be deemed that the Supplier has accepted BTicino's Purchase Order, including the Terms and Conditions and any other conditions specified therein.
The Purchase Order may be modified or cancelled by BTicino at any time prior to its receipt of the written acceptance by the Supplier.
Any special terms and conditions agreed between the parties that be made in writing and enclosed to the Purchase Order or a purchase agreement or instrument of the like, and the acknowledgment of receipt thereof shall not specify different terms and conditions that have not been agreed between the parties.

5. Performance of the Supplier

The Supplier shall supply the Products and Service and shall ensure that the Products are supplied in accordance with the Agreement. Without prejudice to BTicino's rights of termination as provided under this Agreement, if the Supplier fails to confirm its acceptance of BTicino's Purchase Order within seven (7) days of the date of the Purchase Order, BTicino is entitled to cancel the Purchase Order, in whole or in part at no cost to BTicino, and the Supplier agrees to waive its right to seek any compensation for any cost or expenses that arise out of, or in connection with, the cancelled Purchase Order.
The Products and Services supplied shall be of merchantable quality and shall conform to the specifications and/or requirements stated in the Purchase Order, or, in the case of no specifications, the Products and Services supplied shall be fit for the intended purpose, and shall conform to all applicable laws and regulations, and any other requirements known to the Supplier or those that could reasonably be inferred.
In supplying the Products and Services, the Supplier shall use reasonable skill, care and diligence and in accordance with recognized industry standards and any standards, specifications and codes specified by BTicino in the Purchase Order. While on site, the Supplier shall also comply with all regulations, requirement, site safety rules and all directions of BTicino, and is deemed to have factored the cost of this compliance requirement in assessing the Contract Price.
The Supplier shall be responsible for the accuracy of any drawings, documentation and information given to BTicino, and shall pay BTicino any additional cost incurred as a result of any discrepancies, errors and omissions therein.
If any of the Products or Services to be supplied under the Agreement contain or uses any hazardous substances, requires any special precautions, or to be taken with care and precaution to ensure safety in handling, transportation, storage or usage, the Supplier shall, prior to the delivery of the Products or commencement of the provision of the Services, provide BTicino with written details of the nature of those substances and the precautions to be taken. The Supplier shall ensure that before the delivery of the Products or commencement of the provision of the Services, appropriate instructions and warnings are clearly and prominently marked on the Products and on any containers in which it is packed, or provided in written form at the commencement of the provision of the Services.

6. Contract Price

The Contract Price stated on the Purchase Order is fixed and cannot be modified. The Contract Price and shall include all applicable taxes, customs, fees, duties and cost of delivery, in accordance with Incoterms as stated on the Purchase Order, except for Value Added Tax ("VAT"), if/w/where applicable. The Contract Price shall be payable net at the applicable rate, if any, after the date BTicino receives the invoice from the Supplier, unless agreed otherwise by BTicino in writing.
Deposit and any advance payments paid to the Supplier by BTicino shall be refundable in full and shall not be treated as part payment for the Products or Services, until such time that the Supplier has fully performed all of its contractual obligations under the Agreement, accepts the Products and Services. For avoidance of doubt, the Supplier shall return the deposits and the advance payments paid by the BTicino in full, if the Supplier fails to fulfill the contractual obligations as specified in the Purchase Order.
The Supplier shall send to BTicino detailed invoice stating the Purchase Order number, product code number, quantity, and invoiced price and any other particulars as requested by BTicino from time to time.
All invoices must be received at the office or factory of BTicino by the last day of the month that is included in that month's accounts.
Payment of invoice will be made according to the agreed payment terms by both parties, provided that the Products or Services are received on or before the date of invoice. Payment by the BTicino shall not be regarded as BTicino's acceptance or acknowledgement that the supply of Product or Service is in accordance with the Purchase Order. Notwithstanding the foregoing, the payment of the Contract Price is subject to that withholding tax at the applicable rate, if any.
BTicino shall be entitled to set off against the price payable to the Supplier against any other sums owed to BTicino by the Supplier.
The invoice for the Contract Price shall be issued and sent to BTicino only upon BTicino's acceptance of the Products or Services in accordance with the Agreement.
Payment against invoice or use of the Products or Services shall not release the Supplier from any liabilities arising out of, or in connection with, the claim by BTicino for any compensation of loss and/or damage caused by the Supplier's failure to comply with its obligations under the Agreement.
No additional sums shall be payable in respect of variations to the Agreement unless such variations have been enclosed to the Purchase Order duly issued by BTicino.
The payment should be made through wire transfer to the designated bank account under the name of the Supplier. For avoidance of doubt, BTicino shall not be liable to make payment of the Contract Price to any third party.

7. Delivery Date & Shipping

The Supplier shall deliver the Products to the location and within the time specified in the Purchase Order or as otherwise directed by the BTicino. The stipulated delivery date is the date on which the Products arrive at BTicino's warehouse ("**Delivery Date**"), and not the shipping date or any other dates that the Products become available. Time of delivery is of the essence.
All delivery deadlines, as negotiated and stipulated in the Purchase Order, must be strictly adhered to. As soon as the Supplier is aware of any expected delay, it shall inform BTicino thereof immediately, so that BTicino can undertake all measures required to protect BTicino's interests.
In an event of delay in delivery, BTicino shall be entitled to:
(a) Fix a new delivery date with the Supplier's agreement, whereby the Supplier shall, upon written notice of BTicino, pay to BTicino the penalty at the daily rate of 0.1% of the Contract Price stated under the relevant Purchase Order, capped at the maximum amount of penalty at the rate of 10% of the Contract Price stated under the relevant Purchase Order; and/or
(b) Partially or entirely terminate the relevant Purchase Order, whereby the Supplier agree to compensate for any losses and/or damage that BTicino suffered due to the Supplier's failure to deliver the Product within the Delivery Date.
If the delivered Products fail to conform with the specifications stipulated in the Purchase Order, the Products shall not be considered as having been delivered within the Delivery Date.
In an event that the Supplier anticipates any delay in the performance of, or is delayed in performing, its obligations under this Agreement due to any act or omission of BTicino, the Supplier shall promptly notify BTicino of the cause for such delay. BTicino shall grant the Supplier such extension of time for delivery of the Products, as BTicino considers reasonable.
The Supplier shall maintain, wrap, pack, handle and ship the Products in such a manner that the Products shall not undergo any deterioration or damage during storage and shipment of the Products.
The Supplier shall be responsible in preparing all necessary documents and obtaining all required authorizations from concerned Authorities in shipment of the Products. The term and conditions of the shipment shall be subject to the Incoterms applicable on the shipping date.
The Supplier shall send BTicino a delivery note, specifying Purchase Order's reference number, which must be enclosed with the Products supplied and shipped ("**Delivery Note**"). The Supplier irrevocably agrees that it shall be solely responsible and liable for any cost and expenses incurred as a result of the Supplier's delay in delivering the Products, sending the Delivery Note, providing insufficient details in consignment documents, or any other cause attributable to the Supplier's carrier, including, but not limited to, demurrage of carriages and trucks, storage cost, handling cost and any other related costs. For avoidance of doubt, shipping risks are solely borne by the Supplier.

8. Inspection

The Supplier warrants that it has inspected and tested the Products prior to delivery and shall, if requested, supply the Products for inspection and testing by BTicino.
BTicino may inspect, and/or request the testing of, the Products at its discretion before or after delivery and the Supplier shall facilitate such inspection requested by BTicino. Such inspection or testing, including the witnessing thereof, shall not release the Supplier from any of its responsibilities and obligations under the Purchase Order and the Agreement.
All Products received are subject to final inspection and acceptance or rejection by the BTicino. Signed Delivery Note shall not be deemed as acceptance by the BTicino of the Products delivered.
If the Products delivered by the Supplier do not conform to the specifications stipulated in the Purchase Order, whether in respect of the quality, the quantity, dimension or measurement, the Products are unfit for the intended purpose, the BTicino shall be entitled to reject acceptance of the Products, by issuing the Supplier the notice of rejection or communicating the same to the Supplier within a reasonable time from the date of inspection after the Products are delivered to BTicino. Any advance payments by BTicino shall not be regarded or deemed that BTicino has accepted the delivered, Products, and shall not prejudice BTicino's right of rejection. The rejected Products shall be returned to the Supplier at the Supplier's own risk and expense.
Upon rejection of the Products, the Supplier shall promptly replace or correct, at the BTicino's option and at the Supplier's cost, the Products at the Supplier's sole cost, including all shipping costs. The Supplier's failure to inspect or reject the Products, or payment for the Products, shall not release the Supplier of any of its obligations hereunder or constitute a waiver of any of the BTicino's rights hereunder. Notwithstanding the preceding paragraph, in an event where BTicino rejects the acceptance of the Products, and purchase the product elsewhere, the Supplier shall compensate BTicino for all expenses incurred, without any prejudice to any other rights that BTicino has against the Supplier.
The Supplier acknowledges and agrees that the BTicino may inspect any lots of the Products consisting of numerous units of the same Products by inspecting only a reasonable sampling of such units and that the BTicino may revoke acceptance of any other units of such for which the BTicino at a later time discovers to be defective.

9. Warranty

The Supplier warrants that the Products:
(a) Are of merchantable quality and free from defects in design, workmanship, materials,
(b) Comply with the specifications in the Purchase Order,
(c) Shall comply with all statutory requirements and regulations (including any relevant standards) relating to the supply of the Products,
(d) Carry any applicable manufacturer's warranty which passes on to the BTicino and to the BTicino's Suppliers without any liability to the BTicino. The Supplier must assign to the BTicino at the request of the BTicino the benefit of any warranty that the Supplier has received from any other suppliers (whether under contract or by implication or operation of law).
(e) The Products or the services rendered shall not infringe any third party's intellectual property rights or any other proprietary rights; and
(f) The services, if any, rendered are performed with a reasonable degree of care and skill and in accordance with generally accepted standards for the industry concerned.
In the event that the Products are found to be defective during the Warranty Period (as hereinafter defined), the Supplier shall promptly, at its sole cost and to BTicino's satisfaction, correct any defect or damage to the Products or services or to any part thereof that is the result of:
(a) Defective materials, workmanship or design (other than a design furnished or specified by BTicino),
(b) Products that the Supplier has claimed responsibility in writing within a reasonable time after receipt of BTicino's instruction; or
(c) Any act or omission of the Supplier during the Warranty Period.
For the purpose of the Agreement, the **Warranty Period** shall mean the later period of the following:
(i) A period of twelve (12) months after the Products or services are put into commercial operation; or
(ii) A period of twenty-four (24) months from the date on which BTicino accepted the delivered Products.
In the event that the Supplier fails to correct the defect as contemplated in the foregoing paragraphs, BTicino shall be entitled to engage a third party to repair/cure the defect in the Products, whereby the Supplier agrees to indemnify BTicino for all losses, costs and expenses incurred by BTicino in curing any defect in the Products or services.
The Supplier shall hold BTicino indemnified and harmless against all loss, costs and expenses either incurred by BTicino, or claimed by a third party against BTicino (whether in contract, tort (including negligence), warranty, strict liability or otherwise), as a result of the Supplier's defective Products, including, without limitation, all costs associated with the identification, removal and reinstallation of defective Products, and the loss suffered by BTicino as a result thereof.
10. Indemnification and Limitation of Liability
The Supplier shall hold BTicino indemnified and harmless against any and all losses, claims, proceedings, costs, expenses (including legal costs) damages or other liabilities whatsoever resulting from:
i. any personal injury (including death) to any person and any loss of or damage to any property, caused by any negligent act or omission or should fall misconduct of the Supplier, its employees, agents or sub-contractors;
ii. the performance or non-performance of the Agreement;
iii. any breach of any legal and regulatory requirement in connection with the Agreement;
iv. any act of bribery or corruption; or
v. any breach of bribery and corruption laws;
vi. any infringement or misappropriation of intellectual property rights of any other person; and/or
vii. any third party's claim in tort or otherwise to the extent that the same arises out of the act, omission, defect or negligence of the Supplier, its agents or sub-contractors.
In no event, shall either party, its officers, directors, or employees 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 good should or reputation or contracts, loss arising out of or in connection with the Products or services or other matters, or other losses or such damages 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 and/or shall not exceed the amount actually paid by BTicino under the Purchase Order.
To the maximum extent permitted at law, and notwithstanding anything contained in this Agreement to the contrary, BTicino shall not be liable to the Supplier for any special, economic or consequential damages or losses, in each case whether direct or indirect, whether arising in contract, tort, negligence, warranty or otherwise, including but not limited to loss of revenue, loss of contracts or loss of profit.

11. Right of Ownerships and Risk

All risk in the Products should remain with the Supplier until BTicino accepts the delivery of the Products as contemplated under this Agreement, or accepts to bear the risks, whichever is later.
Without prejudice to BTicino's obligations to payment, ownership in the Products shall pass to BTicino upon the earliest occurrence of the following events: (i) delivery of the Products; or (ii) payment of any part of the Contract Price.
All tools, materials, drawing, specifications and other data of information provided by BTicino shall remain the property of BTicino, and BTicino reserves the right of access to collect the same from the Supplier during normal working hours of business, and the supplier shall return the aforesaid property to BTicino in original undamaged condition, on completion of the services or delivery of the Products.
The passing of title and risk shall not affect BTicino right to reject the Products.

12. Confidentiality

The Supplier shall keep all Confidential Information communicated to the Supplier in connection with the Agreement secret and confidential and shall not use, or otherwise disclose, the same except for the purposes of performing its obligation of the Agreement.
The Supplier shall ensure that its employees, agents, contractors and sub-contractors are aware of this confidential obligation and shall compensate BTicino for all losses and/or damage suffered by BTicino as a result of breach of this Agreement, whether such breach is committed by the Supplier, its employees, agents, contractors and sub-contractors.
For the purpose of this Agreement, "**Confidential Information**" shall mean any information, whether tangible or intangible, whether registrable or not registrable, that BTicino discloses to the Supplier, regardless of whether BTicino specifically marks or designates, either orally or in writing, as being confidential, or which under the circumstances surrounding the disclosure, ought to be treated as confidential, including but not limited to all BTicino's trade secrets, confidential business information, data, financial information, business policies and practices, computer software, hardware and database, formulas, techniques, designs, processes, know-how, systems information, developments, inventions, drawings, drawings, engineering configurations, information, intellectual property rights, research, data surveys, sales plans, marketing plans, customer lists, pricing and cost information, personnel and payroll information, customer information and any other confidential information which relates to the business of BTicino or to the business of any customer or vendor of BTicino or any other party with whom BTicino agrees to hold information in confidence.
"**Confidential Information**" shall not include information that is or becomes publicly available to the public other than as a result of any breach of any confidentiality or any agreement by the Supplier (for avoidance of doubt, material and information shown or presented to the Supplier by BTicino during meetings prior to the execution of this Agreement shall be regarded as Confidential Information), (i) is legally known to the Supplier or its employees or those of BTicino's confidentiality on the Supplier's part; (ii) is in the possession of the Supplier at the time of disclosure and which was not acquired under any obligation of confidence; or (iv) is developed by the Supplier independently without any use of the Confidential Information.

13. Intellectual Property

The Supplier warrants that the sale the use of the Products and the performance of the obligations under this Agreement do not infringe any intellectual property rights of any other person.
The intellectual property rights in all plans, drawing, designs, specifications and all other documents provided by the Supplier (which shall not include any documents provided to the Supplier by BTicino) shall remain with the Supplier. The Supplier shall grant the free perpetual license to use copies of such documents that are provided to BTicino under the Agreement for use in the operation, maintenance and repair of the Products and services and the design of other works necessary for operation in association with the Products and service.
BTicino is authorized to make additional copies of such documents and to use the information contained therein for such purposes.
Unless agreed otherwise in writing by authorized representatives of both parties, in the event of the Supplier's request for the purchase of any software:
(a) All intellectual property rights created and/or owned by the Supplier prior to the date of this Agreement in relation to the Products or services shall remain the exclusive property of the Supplier;
(b) The Supplier shall license such intellectual property rights to BTicino on an irrevocable worldwide royalty-free perpetual license to the extent necessary to enable BTicino to use, develop, (be commercially and otherwise) operate, maintain, repair or otherwise supply, deal in the Products or services (including any modification, alteration, or extension of the same); and
(c) All intellectual property rights created and/or developed during the course of this Agreement and/or in connection with the Products or services shall exclusively in BTicino. The Supplier agrees to assign to BTicino or demand the aforesaid intellectual property rights at no cost to BTicino.
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 Product.
To the extent the Product are sold under a trademark of BTicino, Legrand or its related corporations, such Products may not be altered, modified or infringed by the Supplier.

14. Hygiene & Safety - Environment

By accepting the Purchase Order, the Supplier guarantees that the Products are in compliance and equipped with all regulatory or usual safety mechanisms and measures. Whenever the Purchase Order involves any services to be provided under the BTicino's establishments or those of BTicino's Suppliers, the Supplier shall be responsible to take all measures required to comply in a timely fashion with all applicable legal and regulatory provisions relating to hygiene and safety, and environment. In particular, it should specify precautions for using the Products. If such Products creates pollution, or if it contains components which are subject to specific regulations, the Supplier shall inform the BTicino of the measures to be implemented, appropriate method of destruction or disposal thereof (or of related waste) subsequently to use in accordance with regulations applicable on the Delivery Date.
The Supplier's compliance with this clause constitutes an essential and decisive condition to the BTicino's Purchase Order.

In delivery the Products to BTicino, the Supplier acknowledges and agrees to strictly comply with the site safety and delivery instructions which will be given to the Supplier's delivery person and/or the driver at the entry gate of the BTicino premises. The Supplier further undertakes to cause, and ensure that, all its employees, agents and any outsourced third parties engaged to deliver the Products to BTicino shall strictly comply with the site safety and delivery instructions.

15. Supplier's Corporate Social and Environmental Responsibility

BTicino is a member of the group of companies whose holding company is Legrand S.A. ("Legrand"). The Supplier hereby declares to be aware of and subscribe to BTicino's sustainable development and business ethics commitments, set forth in particular in the Charter of Fundamental Principles accessible on the Legrand Group website - <http://www.legrand.com/EN>.
The Supplier undertakes to comply with BTicino sustainable development policy, particularly as regards environmental protection, compliance with applicable social legislation, employee occupational health and safety, business ethics and, especially, the fight against corruption and compliance with competition rules.

In terms of the policy and measures against corruption, BTicino expect the Supplier to reject all forms of corruption, whether public or private, active or passive. Accordingly, the Supplier agrees to comply with the existing national and international legal and regulatory texts and conventions for the fight against corruption in every country where it is based and/or in which it operates.

In terms of competition law, BTicino expects the Supplier to reject any unfair or restrictive competitive practices and to provide proof of behaviour complying with the regulations in relation to its competitors, customers and distributors. Accordingly, the Supplier agrees to comply with the existing national and international legal and regulatory texts and conventions in every country where it is based and/or in which it operates.

The Supplier undertakes to comply and ensure compliance within its group with principles of good behaviour at least equivalent to the principles set out in BTicino's competition charter, particularly in its employees or in its subcontractors. In the event of marking price and/or exchange of inside information, the Supplier has been issued with a copy of the competition charter. The Supplier agrees to require its own suppliers and sub-contractors to comply with the same rules as those to which it is bound by this article. Audit/inspection programs: BTicino reserves the right to have audits/inspection programs conducted at any time in order to ensure that the Supplier complies with the aforementioned sustainable development and business ethics requirements. Accordingly, the Supplier guarantees internal or external auditors appointed by BTicino's access to its production sites.

16. Termination

BTicino is entitled to terminate the Agreement with immediate effect and thereby be discharged from all of the obligations under the Agreement and any liabilities to the Supplier in the event of any default or delay in making delivery of or any part thereof under the Purchase Order by the Supplier to BTicino.

Either party shall be entitled to terminate the Agreement in a case of:
(a) Breach by another party of its obligations and failure to remedy it after a reasonable time, upon being served a written notice to do so by the non-defaulting party;
(b) Liquidation, becoming insolvent, bankrupt or wound up by a Court order;
(c) In the event of the ownership or control of the Supplier being materially altered;
(d) After a suspension for a period of [x] months after the occurrence of a Force Majeure event.

In the event of termination of the Agreement by BTicino due to default or breach of obligation by the Supplier, the Supplier agrees to pay BTicino for actual expense reflecting the works performed up to the date of termination including all materials or Products ordered for the performance of the Agreement to the Supplier.
Termination hereunder shall not prejudice any other right the non-defaulting party may have at law or equity.

Notwithstanding the above, the Purchase Order may be cancelled at any time by BTicino giving notice in writing. On receipt of such notice, the Supplier should cease production or delivery of the Products under the cancelled Purchase Order. In such event, BTicino, at its election, may pay a fair and reasonable price for all the Products delivered or in a deliverable state at the date when such notice is given together with such other charges occasioned directly by the termination as BTicino shall consider reasonable.

17. Waiver

Any failure or delay by any party to exercise a right, power or remedy should not operate as a waiver of such, nor should any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

18. Notices

Any Notice to be given under the Agreement by either party shall be in writing, and sent by post at the address provided under this Agreement, or such other address as may be specified by the parties by notice to the other.
In proving service, it shall be sufficient to show that the envelope containing the notice was properly addressed and posted, or that the transmission was duly dispatched and acknowledged as the case may be.

19. Relationship

Nothing in the Agreement shall be deemed to constitute either party as a partner, agent, joint venture's employee or a member of the other party. Each party is an independent entity retaining complete control over and complete responsibility for its own operations and employees. Neither party shall have the right or authority to assume or create any obligations or commitment on the other party's behalf. Nothing in the Agreement shall be construed as establishing the Supplier, or any employee of the Supplier, as an employee of BTicino. The Supplier shall therefore be responsible for all income tax liabilities derived in connection with this Agreement. The Supplier shall indemnify BTicino in respect of any claims that may be made against BTicino by relevant authorities in respect of income tax or any taxes and duties associated with this Agreement.

20. Bribery and Corruption

The Supplier hereby warrants that it should not, directly or indirectly, and it has no knowledge that other persons should, directly or indirectly, make any payment, gift or other commitment to its Suppliers, to government officials or to agents, directors and employees of BTicino or any other party in a manner contrary to applicable laws, and shall comply with all the relevant international and domestic laws, regulations, ordinances and rules regarding bribery and corruption.
Nothing in the Agreement shall render BTicino liable to reimburse the Supplier for any such consideration given or promised to be given within the premise of this Clause.
The Supplier's breach of any of the obligations contained in this Clause may be considered by BTicino to a material breach of this Agreement and shall entitle BTicino to terminate this Contract with immediate effect and without prejudice to any further right or remedies on the part of BTicino under this Agreement or applicable law.

21. Assignment

The Supplier shall not subcontract the Agreement or any part thereof without the prior written approval of BTicino, which approval shall not be unreasonably withheld or delayed.
Approval to subcontract shall not relieve the Supplier from any of its obligations under the Agreement, or impose any liability upon BTicino to the Supplier's subcontractor.
Any failure to perform by a sub-contractor of the Supplier shall not constitute an event of Force Majeure.
The Supplier shall not assign or transfer the Contract without the prior written approval of BTicino which approval shall be at BTicino's absolute discretion.

22. Damages and Insurance

The Supplier undertakes to fully assume any bodily injury, material or immaterial damages caused to third parties or BTicino, their representatives or agents, in performance of the Purchase Order or resulting therefrom, either due to the Supplier's lack of compliance with the contractual obligations incumbent thereon, or further to the Supplier's public liability or that of its representatives, agents or subcontractors being challenged.
The Supplier shall procure an insurance with companies renowned as solvent to insure the consequences of the aforementioned obligations and of all damages which may be suffered by the supply until risks have been transferred to BTicino.

23. Mediation & Disputes

The parties undertake to jointly examine, with conciliation intent in mind, any disagreements that may arise between them. If a dispute arises, the Supplier shall be entitled, if it so wishes, to refer to the internal Legrand mediator via legrand-mediator-inter-entreprise@legrand.fr to inform her or her of the situation and endeavour to find an amicable solution.
During the said mediation period and in the framework of dealing with all disputes, the parties undertake to make all efforts to reduce the resulting financial consequences for them, and for the Supplier in particular, to suspend Order performance if Legrand so requests.

24. 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.

25. Jurisdiction & Severance

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, 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 should be severed and the remaining provisions of the Agreement shall continue in full force and effect.

Controlled
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