

PURCHASE ORDER TERMS AND CONDITIONS

1. Acknowledgement/Acceptance: Seller must acknowledge receipt of this purchase order to Legrand AV Inc. or its affiliated company referenced on the face of this order ("Legrand AV") within (5) five days after receipt or prior to shipment, whichever is first. This is to ensure that Seller is in receipt of order, and terms and conditions of quantity, price, description, specifications and shipping date and other conditions are understood. Failure to submit said acknowledgement within five (5) days, or upon shipment of the goods, shall constitute acceptance of this purchase order in its entirety. Any terms and conditions proposed in Seller's acknowledgement, acceptance, invoice or other form that add to, vary from, or conflict with the terms herein are hereby rejected. If this order is an acceptance of a prior offer by Seller, such acceptance is limited to the express terms set forth in this order.

2. Order of Precedence: If there are any inconsistencies or conflicts in the provisions applicable to the order, precedence shall apply as follows: (i) first, the face of the purchase order, including without limitation the price, price adjustment terms, specifications, shipping and modifications to these terms and conditions; (ii) next, the terms of any master terms agreement or other agreement between Seller and Legrand AV that references these terms and conditions pursuant to which orders are issued to Seller; (iii) finally, these terms and conditions.

3. Price: Prices, charges or extra costs shall not be in excess of those listed on the face side of the purchase order. If price is listed incorrect, or is not listed, Seller must notify Legrand AV within three (3) days of receipt of PO and prior to fabrication or shipment. All price increases must be authorized by Legrand AV in writing prior to shipment.

4. Quantity: The quantity(s) indicated, either total or per each schedule release, when indicated shall be adhered to by Seller.

5. Delivery: The time specified for delivery shall be of the essence of this order. Seller must notify Legrand AV a reasonable time in advance in writing of any delays or non-performance, to insure continuity of Legrand AV's production schedule or supply requirements. Failure to ship on the dates(s) and quantity(s) specified will, at Legrand AV's option, relieve Legrand AV of any obligation to accept or pay for undelivered goods, whether completed or in any state of fabrication, and Legrand AV may at its option cancel or terminate this order or any remaining unshipped balance at no cost or charges or any further obligation to Seller.

6. Delivery Schedule(s): Shipment or delivery of goods in advance of shipping schedule, (date(s) and quantity(s) as indicated) and considered unreasonable by Legrand AV, except with the prior written authorization of Legrand AV, may be returned to Seller, at Legrand AV's option and Seller's expense.

7. Fabrication/Subcontracting: Seller shall notify Legrand AV if any part of the fabrication process of a Legrand AV designed component is outsourced. The Seller is ultimately responsible for all aspects of the goods ordered by Legrand AV, regardless if they are outsourced or not. Furthermore, Seller may not subcontract or assign its rights under any purchase order without the written consent of Legrand AV.

8. Packaging and Shipment: Unless otherwise specified, all goods to be delivered hereunder shall be stored, boxed or packaged without charge, so as to ensure safe arrival at their ultimate destination and to comply with requirements or standards of common carriers. Packing list must accompany goods, listing contents, quantity, part number, and P.O. number. Goods must be routed in accordance with Legrand AV's instructions. In the event the method of shipment is not indicated or the term "Best Way" is used, the most economical and practical method will be secured by the Seller and shipped, prepaid. Discrepancies encountered with count or quantity will rest on the Seller. Legrand AV will notify Seller in writing when such discrepancies occur or are encountered. All goods must be packaged and shipped in accordance with all environmental, health and safety laws, including, but not limited to, the Hazardous Materials Transportation Act of 1975, as amended.

9. Title and Risk of Loss: Unless otherwise agreed to by Legrand AV, Seller shall bear all risk of loss or damage for all goods until such time as the goods are received and accepted by Legrand AV. Title to, and risk of loss for, the goods shall pass only after such receipt and acceptance have occurred.

10. Inspection: All materials and goods supplied hereunder as specified are subject to test and inspection and approval or acceptance after receipt by Legrand AV. Inspection may be performed at Legrand AV's option on a statistical sampling basis, in accordance with ANSI/ASQ Z1.4-2003 (R2013). Legrand AV shall have a reasonable time after delivery or performance to inspect the items delivered or services performed.

11. Rejection: Legrand AV will notify Seller of any

rejection by either notice in writing or by the return to the Seller of the rejected goods at Seller's expense. Legrand AV reserves the right to reject and return the entire lot or any portion thereof. Legrand AV may, at its option, supply QC and inspection data of any non-conforming lot as requested by Seller. At Legrand AV's sole option, Seller may be allowed to replace defective goods with conforming goods within a reasonable amount of time by issuing a Rejection Replacement Order, without invalidating any remainder of unshipped balance of this order.

12. Changes: Legrand AV shall have the right to make changes to this order or any part thereof at any time through issuance of a written change notice. If any such change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both ("Adjustment Claim"), and Legrand AV shall modify this order accordingly. Seller must submit an Adjustment Claim in writing in the form of a complete change proposal, fully supported by factual information, to Legrand AV no later than fifteen (15) days after Seller's receipt of the change notice.

13. Termination: Legrand AV may terminate this order or any remaining unshipped portion thereof at any time, for any reason. In the event of termination, Legrand AV will notify Seller in writing. Subject to the requirements set forth in this order, Legrand AV will be responsible to Seller for (1) all goods received and accepted prior to cancellation date; (2) all goods in transit, and in accordance with Legrand AV's shipping schedule, provided they meet with applicable QC and specifications; (3) all goods committed on a Purchase Order that have been produced, or parts thereof that cannot be cancelled, unless otherwise agreed to in writing by Legrand AV prior to termination. Legrand AV may cancel this order at no cost or cancellation charges or further liability, at any time, for Seller's non-performance or failure to deliver conforming goods as scheduled or within reasonable time thereof, at Legrand AV's option.

14. Warranty: Seller warrants to Legrand AV that all goods provided hereunder shall be and shall continue to be: (i) merchantable and fit for the ordinary purposes for which such goods are used; (ii) new; (iii) free from defects in material and workmanship; and (iv) free from liens or encumbrances on title. Seller agrees that the foregoing warranties are transferrable to Legrand AV's customers and the users of Legrand AV's products.

15. Indemnity: Seller shall indemnify and hold harmless Legrand AV and Legrand AV's parent and affiliated companies, as well as the officers, directors, and employees of Legrand AV and Legrand AV's parents and affiliated companies, from and against any loss, damage or liability arising from or relating to the actual

or alleged infringement of any patent or other intellectual property right, or the release of hazardous materials by reason of the sale and/or use of the goods.

16. Compliance:

a) General Compliance: Seller shall be responsible and liable for compliance with any and all laws, rules and regulations applicable to the performance of its obligations hereunder, including, but not limited to (i) the actions of its employees and the conduct and operation of its business, (ii) laws and regulations governing data privacy, and (iii) compliance with all applicable anti-corruption laws and regulations, including, but not limited to the False Claims Act (or successor legislation) and the Foreign Corrupt Practices Act (or successor legislation). Seller's policies and practices shall explicitly prohibit the improper payment or provision of anything of value, directly or indirectly, to any public official or to any agent or consultant of any public entity or official, foreign or domestic. Seller shall also have in place policies to ensure that normal and customary business entertainment and expenses or the provision of other things of nominal value are bona fide and legitimate under applicable law.

b) Environmental Compliance: Seller is responsible for the care, control and management of its products, materials and wastes, including the proper off-site disposal of all waste materials in accordance with all applicable legal requirements. Material Safety Data Sheets (MSDS) must be provided to the Legrand AV Environmental Coordinator for all oils, lubricants, chemicals, cleaners, paints, or adhesives prior to being brought to Legrand AV's site.

All liquid product or waste material must be stored in compatible and secure containers, adequately labeled with environmental and safety information, and remain covered at all times when not in use. All product and waste materials must be properly segregated.

Product or waste material must not be placed in drains, sumps or trenches or outside of the facility unless authorized in writing by the Legrand AV's Environmental Coordinator.

In the event of an environmental emergency, or incident pertaining to the transportation of goods to and from the local Legrand AV site, Seller must immediately contact the local Legrand AV Environmental Coordinator and indicate:

- What was spilled
- Location of spill
- Quantity spilled

Seller shall obtain and comply with all applicable permits required by Legrand AV, local, state and federal regulations.

Seller must follow all appropriate environmental, health and safety rules and regulations while on Legrand AV property.

c) Equal Opportunity: Seller is responsible for compliance with all equal opportunity laws, regulations, ordinances and executive orders in the production and sale of its products. **Required contract laws relative to Equal Employment Opportunity/Affirmative Action are incorporated herein by specific reference to Executive Order 11246, as amended; 41 C.F.R. 60-1.4 (Equal Opportunity Clause); 41 C.F.R. 60-250.4 (Disabled Veterans/Vietnam Veterans); and 41 C.F.R. 60-741.4 (Disabled). Seller shall also comply with 29 C.F.R. part 470 (Notice of Employee Rights Concerning Payment of Union Dues), if applicable.**

d) Import/Export Compliance: Seller shall comply with the most current export control and sanctions laws, regulations, and orders applicable at the time of any export, re-export, transfer or provision of goods. Without limiting the foregoing, Seller shall be responsible for providing accurate and complete customs documentation to the extent required, and notwithstanding anything to the contrary hereunder any and all payments hereunder shall be subject to Legrand AV's verification of the completeness and accuracy of any such required documentation.

If any goods ordered hereunder are to be shipped into the United States, Seller agrees that it will either (i) be certified under the Customs Trade Partnership Against Terrorism ("C-TPAT") program by the U.S. Bureau of Customs and Border Protection, or (ii) demonstrate to Legrand AV's satisfaction that it meets the security requirements of C-TPAT. The security requirements of C-TPAT are available at www.cbp.gov. Upon five (5) days prior written notice, Legrand AV, or its designee, may audit all pertinent books and records of Seller and its subcontractors, and make reasonable inspection of Seller's and its subcontractors' premises, in order to verify compliance with the requirements of this section.

e) Indemnification: Seller shall indemnify Legrand AV and Legrand AV's parent and affiliated companies, as well as the officers, directors, and employees of Legrand AV and Legrand AV's parents and affiliated companies, from and against any loss, damage or liability resulting from Seller's failure to comply with any of the compliance obligations set forth in this section 16.

17. Safety: The goods to be provided and/or the services to be performed hereunder are each warranted by Seller to equal or surpass all Federal, State and local

occupational safety and health standards applicable thereto, including without limitation, those set forth in Title 29, Labor, Chapter XVII, part 1910 of the Code of Federal Regulations, and all OSHA and EPA Regulations as indicated by current laws.

18. Insurance: Seller agrees to maintain insurance, in force as follows:

General Liability including Products/Completed Operations and Contractual Liability coverages, in the minimum amount of (\$1,000,000) One Million Dollars

All Risk Property and Boiler/Machinery coverage, as applicable, for all Legrand AV furnished or Paid for Items.

Statutory Worker's Compensation and Employer's Liability coverage.

ALL POLICIES SHALL BE ENDORSED TO WAIVE SUBROGATION AGAINST LEGRAND AV AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND TO NAME LEGRAND AV AS AN ADDITIONAL INSURED. All policies shall provide that the coverage thereunder shall not be materially changed or cancelled without at least 30 days prior notice to Legrand AV. Evidence of renewals of each such policy in acceptable format shall be delivered to the Legrand AV not less than 20 days prior to the expiration of the original policy.

19. Remedies: The rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.

20. Governing Law: The terms shall be governed by the laws of the State of New York, excluding conflicts of laws provisions. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.