

## Terms & Conditions – 2020

### Apply to Purchase of all Connectrac Products from Authorized Resellers Only\*\*

#### GENERAL

1. These terms and conditions cover Connectrac, Standard and Custom products (collectively, "Products") that you ("Distributor") are authorized to sell. Connectrac will not recognize any modification of these terms or conditions unless agreed to specifically in a writing signed by an authorized representative of Connectrac. Connectrac's sale to you of any products is conditioned upon your acceptance of these terms and conditions, and any additional or different terms contained in any distributor purchase order or other distributor document are hereby rejected absent a written agreement to the contrary.  
\*\*Additional and/or different terms and conditions may apply as set forth in any documentation, warranty information or specifications provided by Connectrac with, or with respect to, particular Product(s).
2. All orders are subject to acceptance by Connectrac, Dallas, TX.
3. Prices and terms are subject to change without notice.
4. All weights listed in the Current Trade Price Sheet are approximate and subject to change without notice.
5. Prices do not include State, Municipal, and Federal Sales or Excise Taxes, which will be charged extra, as applicable, except when evidence of exemption has been shown.
6. Quotations for factory quoted products include pricing, shipment, delivery and payment terms.
7. These terms and conditions, and any additional and/or different terms and conditions applicable to particular Product(s), shall be void if any Product(s) are sold by an unauthorized reseller or any other unauthorized person or entity.
8. Valid proof of purchase from an authorized reseller shall be required at the time of any warranty-related service.

#### PRICES AND QUANTITIES

1. For standard products, refer to distributor cost for Connectrac products. Pricing is subject to change without notice.
2. There is no minimum billing for standard catalog items
3. Connectrac retains a purchase money security interest under the Uniform Commercial Code as enacted in the State of Texas in the Products until payment in full has been made. In the event of a default by Distributor under this Agreement, Connectrac shall have all the rights and remedies of a secured creditor under the Texas U.C.C. provisions. Distributor agrees to execute financing statements and other documents as Connectrac may request in order to perfect Connectrac's security interest.

#### SHIPMENT AND DELIVERY TERMS

1. Shipments are F.O.B. applicable warehouse or factory.
2. Damage In Transit – All merchandise is packaged in accordance with carrier requirements. Distributor must inspect all shipments for shortage or obvious damage and insist the delivering carrier note discrepancies on the freight bill before signing. Concealed damage discovered later requires Distributor's immediate notification to your delivering carrier requesting inspection. All claims for delay in transit, loss, or damage must be filed with the carrier. Pending resolution of freight damage claims does not justify delay of payment.
3. Seller shall place the Goods in the possession of a carrier, make a Contract for their transportation, and obtain and deliver documents necessary to enable Buyer to obtain possession of the Goods so long as Buyer is not in violation of the terms of the Contract or the Order Confirmation. Seller is not obligated to obtain insurance or to prepay transportation costs unless it has agreed in writing to be responsible for such insurance or prepayment. Buyer agrees to pay all transportation, shipping, loading, unloading and other charges incidental to transportation from Seller's warehouse to Buyer. Seller will attempt to follow Buyer's shipping instructions, but may make reasonable changes thereto and Buyer shall be responsible for all costs associated therewith)
4. Connectrac assumes no liability, including liability for penalty charges, resulting from delays in shipments, changes in specifications, or delays in receiving customer requirements and information.
5. Requests for proof of delivery will be honored if initiated within 90 days of the date of shipment.
6. The estimated shipping date is based on production time required to process the order commencing with the date the order is received by Connectrac. While Connectrac will use commercially reasonable efforts to maintain the delivery date(s) acknowledged or quoted by Connectrac, all shipping dates are approximate and not guaranteed. Except as provided in this Section, Connectrac shall not be responsible for any other costs or expenses related to the transportation, importation, or exportation of the Products to or from the United States. Distributor shall keep readily-available shipment records with tracking numbers for at least one hundred eighty (180) days from date of invoice, including any materials reasonably necessary for import/export compliance.
7. Risk of loss or damage to the Products shall pass to Distributor at the point of shipment. Distributor shall be responsible for insuring such shipments in amounts reasonably acceptable to Connectrac.

8. The Products shall 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.

#### TERMS OF PAYMENT

NET 30. A 1% late fee will be assessed for late payment past 30 days.

One-time and international customers will be required to make payment via ACH/Wire/Check in advance at order entry. Credit Card purchases will incur a 3% processing fee.

#### RETURNED GOODS POLICY (RGA)

1. All requests for returned goods shall be made only upon Connectrac's advanced written consent to such return, which may be granted or withheld at Connectrac's sole discretion. Such return shall further be made at Buyer's sole cost, expense, and risk of loss, including transportation, handling and insurance, and shall be subject to such restocking fee as Seller shall determine to be appropriate under the circumstances. Buyer agrees that all Goods returned to Seller will be in the same or better condition than the condition in which they were delivered to Buyer. All materials must be received at the address specified on the RGA approval form within 60 days of issue of authorization, otherwise authorization is revoked automatically.
2. Material returned without written authorization, or after 60 days of the date of the original RGA, will be subject to credit being denied.
3. The Connectrac RGA number must be marked on all cartons, packing lists, Bills of Lading, and correspondence to ensure proper credit.
4. Only credit for new purchases will be given for authorized and accepted RGAs.
5. Connectrac Errors – In case of errors on Connectrac's part in shipping incorrect quantity or material, if the request for return is made within 30 days of the invoice date, Connectrac will issue full credit for the incorrect material shipped. In addition, we will issue credit for return transportation costs if the return is in accordance with Connectrac's freight instructions. All shipping instructions will be given at time of RGA request.
6. Distributor Errors – In case of error on Distributor's part in ordering incorrect quantity or material, if the request for return is made within 30 days of the invoice date, a 10% service and handling charge will be assessed. This charge will be based on the current price sheets, and Distributor will pay return freight.

#### CLAIMS

1. No deduction for any claim, including freight and RGAs, will be accepted. Instead, a credit memo will be issued after the claim or RGA has been evaluated and approved.
2. All claims (including freight and price) must be made within 60 days of receipt of goods.

#### USE OF MARKS

No license is granted hereunder by either party to use its marks, trademarks, service marks, tradenames, or logos. Any such use, including without limitation use for publicity, marketing, client reference or other related purposes, must be explicitly permitted in a separate written license from the owner, executed by duly authorized representatives of both parties. All Products are sold under trademark and Distributor cannot alter, modify or infringe upon such trademark.

#### PATENTS

Products may be patented or subject to patent protection as indicated at: [www.legrand.us/aboutus/legrand/patents.aspx](http://www.legrand.us/aboutus/legrand/patents.aspx).

#### GENERAL COMPLIANCE

Distributor 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). Distributor'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. Distributor 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.

## ENVIRONMENTAL COMPLIANCE

1. Distributor 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.
2. As appropriate, Distributor shall notify its customers about any environmental and/or safety requirements and recommendations relating to the Products.
3. Distributor is responsible for its own compliance with all applicable environmental laws, regulations and orders. Distributor acknowledges that Connectrac is under no obligation to inform or advise Distributor with respect to such laws, regulations and orders.

## IMPORT/EXPORT COMPLIANCE

1. Distributor shall comply with the most current import and export control and sanctions laws, regulations and orders applicable at the time of any import, export, re-export, transfer or provision of Products. Without limiting the foregoing, Distributor shall be responsible for providing accurate and complete customs documentation to the extent required, and notwithstanding anything to the contrary Connectrac shall have the right to verify the completeness and accuracy of any such required documentation.
2. To the extent applicable to its performance hereunder, Distributor agrees to comply with all laws and regulations governing embargoes and sanctions, of the United States, France or the European Union, and to obtain all licenses, shipping documentation and authorizations required for the resale, export or re-export of Products, and to supply evidence thereof to Connectrac upon request.
3. Distributor shall not (i) supply the Products to any natural or legal person, organization or entity ("Prohibited Party") that is subject to embargo, sanction, or other similar restrictions, including but not limited to denied parties status, by the United States, France, or the European Union ("Restrictions"), (ii) export or re-export the Products to a banned country, or one which is subject to Restrictions, without having obtained all necessary authorizations from French, European or American authorities, (iii) export or re-export the Products, for the purpose of using them in sectors that are banned or subject to Restrictions (iv) export or re-export to, or engage in financial transactions with, any such party, organization or entity, or to any Prohibited Party, organization or entity with regard to which there is credible reason to believe that they fail to fully comply, or intend not to comply, with the Restrictions. Connectrac shall be entitled to audit Distributor to verify compliance with this paragraph.

## INDEMNIFICATION

Distributor shall indemnify Connectrac and Connectrac's parent and affiliated companies, as well as the officers, directors, and employees of Connectrac and Connectrac's parents and affiliated companies, from and against any loss, damage or liability resulting from Distributor's failure to comply any of the compliance obligations set forth herein.

## LIMITED WARRANTY

1. Connectrac warrants, to the original purchaser or owner only, that the Products are substantially free of defects in material and workmanship under normal use and service, for a period of one year from the date of original installation or two years from the date of purchase, whichever is sooner. This limited warranty applies only to Products that have been installed properly in accordance with installation instructions supplied by Connectrac and any applicable codes and standards.  
This limited warranty is void and Connectrac shall not be liable for any damages or held responsible for the quality, performance or safety of Products that have been repaired, altered or tampered with outside of Connectrac facilities or that have been intermixed (used within a system) with products or materials not approved by Connectrac, or that have been subjected to accident, negligence, misuse or abuse; or which were purchased or otherwise obtained from an unauthorized reseller.
2. Connectrac's sole obligation (and the sole and exclusive remedy of the purchaser or owner of the Product) with respect to any Products that are shown to be defective shall be the repair or replacement of the defective Products, at the sole option of Connectrac. Returned Products will not be accepted unless Connectrac is notified and authorizes the return prior to shipment.
3. THE WARRANTIES LISTED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY WAIVED BY DISTRIBUTOR AND DISCLAIMED BY CONNECTRAC.

## LIMITATION OF LIABILITY

CONNECTRAC WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT, FROM ANY BREACH OF THIS AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY

CONNECTRAC CONCERNING THE SALE USE OR INSTALLATION OF THE PRODUCTS. CONNECTRAC'S TOTAL AGGREGATE LIABILITY TO DISTRIBUTOR SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCT GIVING RISE TO THE CAUSE OF ACTION.

## GENERAL PROVISIONS

1. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.
2. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the state of Texas, without giving effect to its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods to this Agreement are expressly excluded. Distributor and Connectrac agree that the proper venue for all actions arising in connection herewith shall be only in the State of Texas and the parties agree to submit to such jurisdiction.
3. Distributor shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of Connectrac, and any assignment without such consent shall be void.
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