

# Schneider Electric UK and Ireland

## standard terms and conditions of sale

### 1. DEFINITIONS

1.1 In these Conditions of Sale:

"Catalogue Products" shall mean the standard products manufactured by the Company as set out in the Company's published catalogue from time to time;

"Company" means Schneider Electric Limited or Schneider Electric Ireland as appropriate;

"Conditions of Sale" shall mean the clauses set out in these Conditions of Sale and any amendments thereto (as may be published by the Company on its website from time to time) or which have been expressly agreed in writing by the Company and signed by a duly authorised officer of the Company;

"Contract" shall mean the agreement between the Company and the Purchaser for the supply of the Products and/or performance of Work as set out in the Contract Documents;

"Contract Documents" shall mean the Proposal (subject to clause 8.1), these Conditions of Sale and the Order Acknowledgment;

"Contract Price" shall mean the sum named in the Contract as the contract price;

"Credit Limit" shall mean any amount as the Company may notify to the Purchaser from time to time as being the maximum amount that the Company will permit to be due (or potentially due) from the Purchaser to the Company at any time;

"Defect" shall mean a part of the Work or Product which is defective as a result of failure by the Company to supply the Product or carry out the Work in accordance with its obligations under the Contract;

"Euribor" shall mean the rate per annum at which Allied Irish Bank plc can raise deposits from prime banks in the Euro Interbank Market in Euro currency;

"Force Majeure" shall have the meaning as set out in clause 22.1;

"Liability" means all liability of whatsoever nature including but without implying limitation whether by reason or in consequence of any breach of contract or of statutory duty or tortious or negligent act or omission and the words "liable" and "liability" shall be construed accordingly.

"Non-Catalogue Products" means all products supplied by the Company other than Catalogue Products;

"Plant" means all machinery, apparatus, materials, accessories and articles (whether manufactured or supplied by the Company under a separate contract or not) including Products which are to be supplied by the Company in accordance with the provisions of the Contract;

"Products" shall mean the Catalogue Products and the Non-Catalogue Products;

"Proposal" means the Company's proposal to the Purchaser in the form of a quotation or tender to supply Products and/or perform Work including all documents and drawings referred to or attached thereto;

"Purchaser" means the person, firm or company to whom the Order Acknowledgment is issued;

"Purchaser's Agents" means the Purchaser's agents, servants, consultants and advisers;

"Order Acknowledgment" means the form of acknowledgement of the purchase order (as produced and completed by the Company for the Purchaser);

"Site" means the place where Work is to be carried out together with so much of the surrounding area as may be used by the Company in connection therewith;

"Stage Payment" means the amount due on completion of each Work Stage as set out in the Contract;

"Work" or "Works" means the activities associated with the supply of Plant by the Company at a Site agreed with the Purchaser as may be further described and set out in the Contract and which may include design, manufacture, assembly and/or commissioning of the Plant to be supplied.

"Work Stage" means a milestone for payment for the performance of Work as set out in the Contract or as agreed between the Company and the Purchaser.

### 2. FORMATION OF CONTRACT

2.1 All quotations and tenders are made and all orders are accepted by the Company subject to these Conditions of Sale. Acceptance of an order by the Company is conditional on the Purchaser's agreement to these Conditions of Sale. The Purchaser's instruction to proceed with the supply of Products and/or Work by the Company shall constitute agreement to these Conditions of Sale.

2.2 No modified or other conditions will be applicable unless they are expressly agreed in writing and signed by an authorised officer of the Company. Failure of the Company to object to any conditions or contractual terms contained in any order or other communication from the Purchaser shall neither be construed as a waiver of the applicability of these Conditions of Sale nor an acceptance of such other conditions or contractual terms.

2.3 Unless previously withdrawn, a Proposal is capable of acceptance only within the period stated therein or, when no period is so stated, within thirty (30) days after its date of issue. All quotations are subject to change by the Company at any time before acceptance by Purchaser upon notice to Purchaser.

2.4 The acceptance of any Proposal must be accompanied by sufficient information to enable the Company to issue an Order Acknowledgment and to proceed with the order forthwith, otherwise the Company shall be at liberty to amend the Proposal prices to cover any increase in cost which has taken place after acceptance.

### 3. ENTIRE AGREEMENT

3.1 The Contract is a complete statement of the parties' agreement and supersedes all prior written or oral communications between the Company and the Purchaser.

3.2 The Company shall not be obliged or liable to the Purchaser in respect of any damages, expenses or losses suffered by the Purchaser under or in connection with the Contract, except as expressly provided for in this Contract.

3.3 The Contract may only be modified by express agreement in writing signed by authorised representatives of both parties.

3.4 References to an extension of time in this Contract shall only be applicable if an express agreement on the part of the Company to be bound by a particular time or programme is set out in the Contract Documents.

### 4. APPLICABLE LAW

4.1 The parties agree that:

4.1.1 If Schneider Electric Limited is the "Company" for the purposes of this Contract then, unless otherwise agreed in writing, the Contract shall in all respects be governed by and construed in accordance with the laws of England & Wales and the High Court shall have non-exclusive jurisdiction over any matter arising in the case of a dispute or proceedings issued by or against the Company;

4.1.2 If Schneider Electric Ireland is the "Company" for the purposes of this Contract then, unless otherwise agreed in writing, the Contract shall in all respects be governed by and construed in accordance with the laws of Ireland and the Irish courts shall have exclusive jurisdiction over any matter arising in the case of a dispute or proceedings issued by or against the Company.

### 5. APPLICATION OF THESE CONDITIONS

5.1 In the event of any discrepancy or conflict between the terms and conditions of the Contract, they shall be interpreted in the following order of priority:

5.1.1 Order Acknowledgment;

5.1.2 Proposal;

5.1.3 Conditions of Sale; and

5.1.4 All other documents that form part of the Contract.

5.2 In the event of any discrepancy or conflict identified within each of the Contract Documents, the Company will decide between the discrepant items and the Contract will be deemed to have been amended accordingly as if such amendment had been expressed, in writing and signed by the authorised representatives of each party.

### 6. COMPANY'S OBLIGATIONS

6.1 The Company shall provide and the Purchaser shall accept and pay for the Products and/or Work specified in the Contract Documents under the terms and conditions of the Contract.

### 7. RELIANCE ON PURCHASER'S DRAWINGS AND INFORMATION

7.1 The Purchaser shall be solely responsible for ensuring that all drawings information advice and recommendations given to the Company, either directly or indirectly, by the Purchaser or the Purchaser's Agents are accurate correct and suitable. Examination or consideration by the Company of such drawings, information, advice or recommendations shall in no way waive or reduce the Purchaser's responsibility hereunder unless and to the extent that the Company expressly agrees in writing in the Contract to accept such responsibility.

7.2 The Purchaser shall indemnify and hold harmless the Company from and against all actions, claims, costs and proceedings including inter alia, all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim which arises due to the manufacture and/or supply of goods and/or the carrying out of work based on the Purchaser's drawings or specifications, where such drawings or specifications are inaccurate, incorrect, unsuitable or otherwise at fault or where it is alleged that they involve an infringement of a patent, copyright, registered design, topography right or design copyright or any other intellectual property right.

### 8. COMPANY'S DRAWINGS

8.1 Save as otherwise expressly specified in the Contract, all specifications, drawings and particulars of weights and dimensions submitted with the Proposal are approximate only and the descriptions and illustrations contained in the Company's catalogues, price lists and other advertising materials are intended merely to present a general idea of the Products and/or Plant described therein and none of these shall form part of the Contract. Deviations to specifications, drawings and particulars of weights, dimensions and quantities, by reason of conformity with any applicable safety or statutory requirements or otherwise therefrom shall not vitiate the Contract nor be the basis of any claim against the Company. Errors and omissions are subject to correction.

8.2 For the avoidance of doubt, where the Company has assumed that drawings have been approved by the Purchaser because the Purchaser has not notified the Company to the contrary, any subsequent variation by the Purchaser to those drawings will be treated as a variation to which clause 21 applies.

8.3 A set of certified outline drawings will be supplied free of charge upon request.

### 9. PRODUCTS AND PLANT

9.1 The Purchaser accepts responsibility for ensuring that any Products and/or Work selected by the Purchaser are sufficient and suitable for the Purchaser's purposes except to the extent that the Purchaser's selection was based solely upon the Company's written advice and such advice is expressly set out in the Contract.

9.2 The Company reserves the right to make any changes in the specification of the Products and/or Plant which are required to conform with any applicable statutory or E.U. requirements or, where the Products and/or Plant are to be supplied to the Purchaser's drawings or specification, which do not materially affect their quality or performance.

9.3 The Purchaser shall pay for any samples submitted to the Purchaser and not returned to the Company within one month from date of receipt by the Purchaser.

### 10. DELIVERY

10.1 The Contract Price excludes all costs and expenses associated with delivery and offloading unless and to the extent that the contrary is expressly stated in the Contract.

10.2 Delivery shall be made by the Company in accordance with the delivery details (if any) set out in the Order Acknowledgment however the delivery dates are approximate only and the Company shall not be liable for any delays however caused.

### 11. LOSS OR DAMAGE IN TRANSIT AND OTHER NON-COMPLIANCE

11.1 Where the Company is expressly stated in the Contract to be responsible for delivery and clause 12.1 does not otherwise apply, the Company will, at the Company's option, repair or replace free of charge Products and/or Plant lost or damaged in transit prior to offloading; provided that the Company is given written notification of such loss or damage within seven (7) days of delivery.

11.2 Where the Company is expressly stated in the Contract to be responsible for offloading and clause 12.1 does not otherwise apply, the Company will, at the Company's option, repair or replace free of charge Products and/or Plant lost or damaged during offloading; provided that the Company is given written notification of such loss or damage within seven (7) days of delivery.

11.3 Providing that the Purchaser has given the Company written notification within seven (7) days of delivery if any Products and/or Plant do not comply with the Contract the Company will repair or replace such products free of charge.

11.4 The Purchaser is not entitled to reject Products and/or Plant by reason only of short or incomplete delivery.

### 12. RISK AND TITLE

12.1 The risk of loss or damage to the Products and/or Plant shall pass to the Purchaser when the Products and/or Plant is despatched to the Purchaser unless and to the extent that the contrary is expressly stated in the Contract.

12.2 The Products and/or Plant shall remain the Company's sole and absolute property and title in them shall not pass to the Purchaser until such time as the Purchaser has paid the Company in full for the Products and/or Plant and for any other products which are the subject of this or any other contract with the Company.

12.3 The Purchaser acknowledges that the Purchaser is in possession of the Products and/or Plant solely as bailee for the Company until title in the Products and/or Plant passes to the Purchaser and, if required by the Company, until such time the Purchaser will store the Products and/or Plant separately from all other products and mark or otherwise identify them as the Company's property.

12.4 Until title in the Products and/or Plant passes to the Purchaser the Company shall be entitled at any time by notice either to require the Purchaser to return the Products and/or Plant forthwith at the Purchaser's expense, or to enter upon the premises where they are stored (or where they are reasonably thought to be stored) for the purpose of recovering them.

### 13. PACKING

13.1 Unless otherwise specified in the Contract, all packing cases, skids and drums must be returned to the Company at the Purchaser's expense and in good condition within thirty (30) days from date of receipt. If not so returned they will be charged to and paid for by Purchaser.

### 14. STORAGE

14.1 If:

14.1.1 the Company does not receive delivery instructions from the Purchaser; and/or

14.1.2 there is an event which entitles the Company to an extension of time for performance of the Work,

in either case such that the Company is unable to deliver any Products and/or Plant within fourteen (14) days after the date of notification that they are ready for despatch, then the Purchaser shall either take delivery or arrange for storage.

14.2 If the Purchaser does not take delivery or arrange for storage, the Company shall be entitled to arrange storage either at the Company's own premises or elsewhere on the Purchaser's behalf and all of the Company's charges for storage, for insurance or for demurrage shall be payable by the Purchaser (such charges may be invoiced by the Company as an addition to the Contract Price).

14.3 If the Purchaser does not take delivery or arrange for storage within three months of the expiry of the period for delivery set out in clause 14.1, the Company is entitled to terminate the Contract and resell or otherwise dispose of the Products and/or Plant (without prejudice to any other rights the Company may have against the Purchaser for breach of Contract or otherwise).

### 15. INSPECTION AND TESTS

15.1 If tests other than those specified in the Proposal, or tests in the presence of the Purchaser or the Purchaser's representative are required, these will be paid for by the Purchaser. In the event of any delay on the Purchaser's part in attending tests (where the attendance of the Purchaser is required) or in carrying out an inspection required by the Purchaser after fourteen (14) days notice that the Company are ready (or such shorter period as may be agreed in writing by the Company and the Purchaser), the tests will proceed in the Purchaser's absence and shall be deemed to have been made in the Purchaser's presence. The location and timing of the tests shall be determined by the Company at the Company's sole discretion.

### 16. DEFECTS AFTER DELIVERY (SUPPLY OF PRODUCTS ONLY)

16.1 Clause 16 shall only apply where the Company supplies Products to the Purchaser but is not carrying out, nor has procured the carrying out, of any Work associated with the supply of such Products under the Contract. Otherwise, clause 45 shall apply in respect of Defects in such Products.

16.2 The Company shall have no liability under this Contract in respect of Defects arising from the matters set out in Clause 19.1.

16.3 The Company will, at the Purchaser's option, make good by repair or the supply of a replacement Product or component thereof, Defects which, under proper use, appear in the Products within a period of eighteen (18) calendar months from date of delivery and arise solely from failure by the Company to carry out design (except to the extent resulting from a design made, furnished or specified by the Purchaser, or the Purchaser's Agents), or provide materials or workmanship in accordance with the Contract, provided always that the defective Products have been returned to the Company if the Company shall have so required.

16.4 The Company shall refund the reasonable cost of carriage on such returned defective Products and the repaired or new Products or components will be delivered by the Company to the Purchaser free of charge.

16.5 Save as provided in this clause 16, the Company shall not be liable under any liability in respect of Defects in Products or components thereof delivered or for any injury (other than death or personal injury caused by the Company's negligence as defined in Section 1 of the Unfair Contract Terms Act, 1977 or in the case of Schneider Electric Ireland, as defined by section 1 of the Liability for Defective Products Act 1991), or for any damage or loss (including loss of profits, loss of use, loss of expectation, loss of business, loss of goodwill or consequential or indirect loss or damage) resulting from such Defects.

16.6 The Company's liability under this clause 16 shall not extend to parts, components, materials or equipment not manufactured by the Company.

### 17. EXPIRY OF LIABILITY

17.1 Upon expiry of the defects correction period specified in clauses 16.3 or 44.1, as applicable, the Company shall be under no further obligation or liability to the Purchaser.

### 18. RESTRICTION OF LIABILITY

18.1 The Company's liability under this Contract in respect of manufacture, supply and delivery of Products and performance of the Work shall be as set out in the Contract and any warranties or conditions implied by law as to the quality or fitness for any particular purpose of Work, Products and/or Plant are hereby expressly excluded. The Customer hereby warrants and represents to the Company (in the case of Schneider Electric Ireland) that it is a business customer, acting in the course of a business and is not a consumer within the meaning of the Sale of Goods and Supply of Services Act 1980 and without prejudice to the generality of the foregoing, the provisions of Sections 13, 14 and 15 of the Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980 shall not apply to this Contract.

18.2 Insofar as the Company carries out any design or provides any advice to the Purchaser in relation to the specification of Products and/or Plant for use by the Purchaser, the Company's liability to the Purchaser shall be restricted to such liability as would attach to a professional designer or consultant holding himself out as competent to take on such design or consultancy services who, acting independently under a separate contract with the Purchaser, has supplied such consultancy services for or in connection with contracted works to be carried out and completed by a building contractor who is not the supplier of such professional services.

18.3 The maximum aggregate liability of the Company under or in connection with the Contract shall not exceed the Contract Price or such lower figure as may be otherwise set out in the Contract. For the avoidance of doubt any money withheld by the Purchaser from the Company (by way of set off, abatement or otherwise) shall be included in any calculation of whether or not the said maximum aggregate liability has been reached and/or exceeded as the case may be.

18.4 Nothing set out in these terms and conditions shall relieve the Company from any liability that the Company may have under s.12 of the Sale of Goods Act 1979 (or in the case of Schneider Electric Ireland under the s.12 of the Sale of Goods Acts 1893 as amended by the Sale of Goods and Supply of Services Act 1980) or for fraudulent misrepresentation under the Misrepresentation Act 1967.

18.5 Nothing in this Contract shall or is intended to reduce or limit the Company's liability in respect of (a) fraud or (b) death or personal injury caused by the Company's negligence as defined in the Unfair Contract Terms Act, 1977 or, where the Company is Schneider Electric Ireland, the Liability for Defective Products Act 1991.

18.6 Where the Purchaser is dealing as a consumer (that is other than in the course of its trade or profession), nothing in these terms and conditions shall affect the Purchaser's statutory rights.

18.7 It is hereby agreed that the Company shall not, in any circumstances whatsoever, be liable for any claim whatsoever made by the Purchaser or by any third party for loss of profits, loss of use, loss of expectation, loss of business, loss of goodwill or consequential or indirect loss or damage.

18.8 Unless otherwise set out in the Contract, the Company shall not be liable for any interruption or interference with the continued operation of electrical communications at Site as a consequence of the Company's Work.

### 19. INDEMNITY

19.1 The Company shall not be liable and the Purchaser shall indemnify and hold the Company harmless against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from any of the following events:

19.1.1 the improper, inappropriate or negligent use or operation, or the neglect, by the Purchaser or any other person or persons of the Products and/or Plant and/or Work;

19.1.2 the failure by the Purchaser or any other person or persons to comply with the Company's instructions (whether oral or in writing) for the storage, location, installation, energization or de-energization, maintenance, use or operation of the Products and/or Plant and/or the Work, or in the absence of said instructions, according to the most common practice in the relevant field;

19.1.3 the use of Products and/or Plant and/or Work on unsuitable equipment or for a use not expressly authorised by the Company;

19.1.4 the failure by the Purchaser or any other person or persons to implement the Company's recommendations in respect of Products and/or Plant and/or any part of the Work and/or defects and/or faults previously advised by the Company;

19.1.5 any repair, adjustment, alteration or modification of Products and/or Plant and/or Work by any person other than the Company without the Company's prior approval in writing;

19.1.6 the storage, use, operation or maintenance of any Products and/or Plant or Work otherwise than in accordance with the Company's instructions, catalogues and manuals;

19.1.7 any breach or default by or on the part of the Purchaser or any person(s) other than the Company including:

(a) non-compliance by the Purchaser or any person(s) with any of its obligations in relation with the installation, energization or de-energization, use, operation and/or maintenance of the Products and/or Plant as set out in or as may be reasonably inferable from this Contract, or

(b) any failure or delay by the Purchaser or any person(s) to provide required information or documentation concerning the environment and/or industrial application of Products and/or Plant and/or the Work or the provision of inaccurate information or documentation by the Purchaser or such person(s) in relation to the environment and/or industrial application of Products and/or Plant and/or Work.

19.2 The indemnity in clause 19.1 shall extend to any costs, losses and expenses incurred by the Company in relation to any such claim, loss or damage and shall continue in force notwithstanding the termination of this Contract.

19.3 Without prejudice to the foregoing, the Company is also entitled to an extension of time for performance of the Work as is reasonably required by the Company as a consequence of the occurrence of the events set out in clause 19.1.

### 20. PRICES

20.1 The Contract Price is unless otherwise expressly stated net Ex-Works exclusive of VAT. Purchaser shall pay to the Company any VAT arising on the supply of the Products and/or Plant and/or work.

20.2 Where the Purchaser requires the Products and/or Plant and/or Work to be provided by the Company to it outside of the Company's country of business (i.e. outside of the UK, if the Company is Schneider Electric Limited, or Ireland, if the Company is Schneider Electric Ireland), then the Purchaser shall be responsible for obtaining any and all import permits or licences required for Products and/or Plant and/or Work and the Purchaser shall have the obligation and will be responsible for paying to the relevant Authority or reimbursing to the Company all VAT, Customs and Import Duties or other Taxes or Duties

	arising from the importation of Products and/or Plant into the relevant country as an addition to the Contract Price.		
20.3	If the cost or expense to the Company of performing the Company's obligations under the Contract shall be increased by reason of 20.3.1 the making or amendment after the date of the Proposal any law or of any order, regulation, or bye-law having the force of law that shall affect the performance of the Company's obligations under the Contract; 20.3.2 any rise in the cost of labour or in the cost of materials or transport above or below such rates and costs ruling at the date of Proposal; or 20.3.3 any other factor beyond the Company's reasonable control 20.3.4 the amount of such increase shall be added to the Contract Price.		
<b>21. VARIATION INSTRUCTIONS</b>			
21.1	The Purchaser may instruct the Company to alter or modify the quality and/or quantity of Products and/or Plant or Works to be supplied ("Variation Instruction") and the Company shall be entitled (in its sole discretion) to decide whether to accept such Variation Instruction.		
21.2	If the Company accepts a Variation Instruction the Company shall be entitled to such increase in the Contract Price, the delivery date, the time for completion of the Work and any other terms of the Contract as may be reasonable in all the circumstances.		
21.3	The Contract Price will also be adjusted in the event of variation or suspension of work by the Purchaser's instructions or lack of instructions to compensate for any cost, loss or damage incurred by the Company as a consequence (including, without implying limitation, the costs of storage of any Product incurred by the Company in accordance with clause 14).		
<b>22. FORCE MAJEURE</b>			
22.1	If the delivery of Products and/or Plant or the completion of Work is delayed by (or by steps taken to mitigate the risk or effect of) any cause beyond the Company's reasonable control (including (but without implying limitation) natural disasters, war, riot, terrorism, hostilities, strikes, lockouts, fire, storm, flood, nuclear risks, disease, accidents, defective materials and/or components, delays in receipt of raw materials or bought-in goods or components ("Force Majeure"), a reasonable extension of time shall be granted.		
22.2	If the Force Majeure in question prevails for a continuous period in excess of thirty (30) days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.		
22.3	Either party may, during the continuance of any Force Majeure, terminate this agreement by written notice to the other if the Force Majeure occurs that affects all or a substantial part of the supply of Products and/or performance of Work and which continues for more than ninety (90) days.		
<b>23. HEALTH AND SAFETY</b>			
23.1	The Purchaser shall comply with all instructions, information and warnings which the Company supply in respect of Products and/or Plant and/or Work and ensure that such documentation is available to the Purchaser's customers or any other person handling, dealing with or otherwise coming into contact with or being affected by Products and/or Plant and/or Work. Additional copies of the documentation can be obtained from the Company on request. The Purchaser shall indemnify the Company against any liability (including in respect of any claim made against the Company by any third party) as a result of the Purchaser's failure to comply with this clause.		
<b>24. TERMS OF PAYMENT</b>			
24.1	Unless the Company agrees otherwise in writing, one of the following payment terms shall apply, either: 24.1.1 in respect of the supply of Products only, the Company may submit an invoice for payment for Products together with VAT at the appropriate rate after the Purchaser is advised that they are ready for dispatch and the Company may submit such further invoices for payment of storage charges and additional costs incurred as a consequence of non-delivery of the Product to the Purchaser as set out in clause 14.2 (and any additional sums to which the Company is entitled to be paid under the Contract). Payment shall be made by the Purchaser to the Company thirty (30) days from the end of the month in which the Company submits the invoice (the "Final Date for Payment"); or 24.1.2 in respect of Work, the Company may submit an invoice for a Stage Payment due following completion of a Work Stage (and any additional sums to which the Company is entitled to be paid under the Contract) together with VAT at the appropriate rate. If no Work Stages are set out in the Contract, the Company shall be entitled to payment of the cumulative value of the Work (and any additional sums to which the Company is entitled to be paid under the Contract) on a monthly basis.		
24.2	Payment shall become due on the last working day of the month in which the Company submits that invoice ("Due Date"). Within 5 days of the Due Date the Purchaser shall submit to the Company a notice specifying: 24.2.1 the amount the Purchaser has paid or proposes to pay by reference to the Company's invoice together with a statement of the basis of the Purchaser's calculation of the said sums; and 24.2.2 any monies which the Purchaser proposes to withhold from payment together with full reasons for withholding such payment. Without prejudice to the Company's ability to challenge such withholding, in the absence of such notice of withholding with full reasons the Purchaser shall not be entitled to withhold any money from the payment. The Purchaser shall pay the sums due 30 days after the Due Date ("Final Date for Payment").		
<b>25. LATE PAYMENT</b>			
25.1	If payment of any sums due and payable to the Company under this Contract are not made by the Final Date for Payment, the Company shall be entitled to: 25.1.1 charge interest on the outstanding amount at the rate of four percent (4%) per annum above the National Westminster Bank Rate from time to time, accruing daily, or, when purchasing from Schneider Electric Ireland, it shall be entitled to charge interest on any outstanding amount at four per cent (4%) per annum above Euribor; 25.1.2 make a claim for the price of the Products and/or Plant and/or Work, notwithstanding that title may not have passed; 25.1.3 require payment in advance of delivery of undelivered Products and/or Plant or further completion of Work; 25.1.4 decline to make delivery of any undelivered Products and/or Plant whether ordered under the Contract or not and without incurring any liability whatever to the Purchaser for non-delivery or any delay in delivery; 25.1.5 decline to continue performance of any Work whether ordered under the Contract or not and without incurring liability whatever to the Purchaser for non-completion or any delay in completion; or 25.1.6 terminate the Contract and any other contracts the Company may have with the Purchaser.		
<b>26. SUSPENSION OF DELIVERY OR PERFORMANCE OF THE WORKS</b>			
26.1	In addition to the Company's rights under clause 25, the Company shall be entitled to suspend delivery to the Purchaser of any Products and/or Plant or further performance of the Work if the Purchaser has or will exceed the Purchaser's Credit Limit. The Company will recommence delivery or performance of the Work when the Purchaser reduces the sums outstanding to the Company sufficiently so as to enable the Company to continue performance without the Purchaser's Credit Limit being exceeded.		
26.2	The Company also reserve the right to suspend delivery to the Purchaser of any Products and/or Plant or further performance of the Work if the Purchaser has failed to make payment by the day after the final date for payment of any sums outstanding to any company within the "Schneider Electric" group of companies.		
<b>27. INSOLVENCY</b>			
27.1	If the Purchaser or any group company of the Purchaser shall become bankrupt or insolvent or compound with its creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or if a proposal is made for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors, or if a receiver, liquidator, administrator, supervisor or administrative receiver or similar officer (in any jurisdiction) is appointed of all or any part of its business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution (or other steps are taken) for its winding up (other than for an amalgamation or reconstruction) or a petition is presented for an administration order in relation to it, then the Company shall be entitled to cancel the Contract in whole or in part without prejudice to any other right or remedy which accrues to the Company.		
<b>28. CANCELLATION BY PURCHASER</b>			
28.1	No order which has been accepted by the Company may be cancelled by the Purchaser except with the Company's agreement in writing and on terms that the Purchaser shall indemnify the Company in full against all loss (including loss of profit), cost, (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.		
<b>29. INTELLECTUAL PROPERTY</b>			
29.1	The Company will provide the Purchaser with a non-exclusive licence to use and reproduce any of the documents or drawings supplied by the Company in connection with this Contract.		
29.2	The Company will indemnify the Purchaser in respect of any infringement of letters patent, registered design, trade mark or copyright (published at the date of the Contract) by the use or sale of any article or material supplied by the Company to the Purchaser but only in respect of such foreseeable and reasonable costs and damages as the Purchaser may (having mitigated its losses and liabilities to the fullest possible extent) reasonably incur or be held legally liable to pay in any action for such infringement. Provided always that: 29.2.1 this indemnity shall not apply to any infringement which is due to the Company having followed a design or instruction furnished or given by the Purchaser or to the use of such article or material in a manner or for a purpose outside of use in connection with Contract or for a purpose or in a foreign country not otherwise specified by or disclosed to the Company, or to any infringement which is due to the use of such article or material in association or combination with any other article or material not supplied by the Company; and 29.2.2 this indemnity is conditional upon the Purchaser's giving to the Company at the earliest possible time, notice in writing of any claim being made or action threatened or brought against the Purchaser and on the Purchaser's permitting the Company at the Company's own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim otherwise this indemnity shall be deemed void.		
29.3	The Purchaser on the Purchaser's part warrants that no design or instruction furnished or given by the Purchaser shall cause the Company to infringe any letters patent, registered design, trade mark or copyright in the execution of the Purchaser's order and the Purchaser will indemnify the Company against any loss or expense suffered and/or claim for infringement of any such intellectual property rights.		
<b>30. SOFTWARE LICENCE</b>			
30.1	All software products supplied by the Company shall be supplied in accordance with the specific provisions of any software licence agreement which is included with the software product. The Purchaser specifically agrees to abide by all of the terms and conditions as set forth in any such software licence agreement. Further, the parties agree that if there is any conflict between the provisions of a software licence agreement and the Contract, then the software licence agreement shall govern and be the definitive terms and conditions relating to the supply of software products by the Company to the Purchaser.		
<b>31. CONFIDENTIALITY</b>			
31.1	The Purchaser shall treat the details of the Contract and any information made available in relation hereto as private and confidential and shall not publish or disclose the same or any particulars thereof (save as may be required by law or insofar as may be necessary for the purposes of the Contract) without the previous consent of the Company, providing nothing in this clause shall prevent the publication or disclosure of any such information that has come within the public domain otherwise than by breach of this clause or which is required to be disclosed by law.		
<b>32. NO WAIVER</b>			
32.1	No delay, indulgence or omission by the Company in exercising any right, power or remedy provided by this Contract or by law shall operate to impair or be construed as a waiver of such right, power or remedy or of any other right, power or remedy.		
32.2	No single or partial exercise or non-exercise of any right, power or remedy by the Company provided by this Contract or by law shall preclude any other or further exercise of such right, power or remedy or of any other right, power or remedy.		
<b>33. WRITTEN COMMUNICATIONS</b>			
33.1	Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.		
<b>34. NOTICES</b>			
34.1	Any notice (including any consent) required to be given under the Contract by one party to the other shall be in writing and served by sending the same by fax or by first class letter or by email to the appropriate contact name and address shown in the Order Acknowledgement.		
34.2	Notices shall either take effect on the date of receipt by the other party provided it is received by that party before 4pm on a working day or shall take effect on the next working day if received on or after that time.		
<b>35. DISPUTES</b>			
35.1	If at any time any question, dispute or difference whatsoever shall arise between the Purchaser and the Company, in relation to or in connection with the Contract, either party may give to the other notice in writing of the existence of such question, dispute or difference and any disputes arising between the parties shall be referred in writing, in the first instance for resolution by the parties' Contract representative. If the parties fail to reach resolution of the dispute within two (2) days of the referral of dispute, the outstanding issues shall be escalated to the Managing Director of each party who shall use all reasonable endeavours to reach a resolution. If the parties fail to reach a resolution after this escalation procedure has been exhausted the dispute may be referred by either party to: 35.1.1 if clause 4.1.1 applies, adjudication and Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 (the "Scheme") shall apply and, for the purposes of the Scheme, the adjudicator shall be a person to be mutually agreed upon, or failing agreement within thirty (30) days of receipt of such notice, of some person appointed by the President or Vice President of the Royal Institution of Chartered Surveyors; or 35.1.2 if clause 4.1.2 applies, to arbitration pursuant to the Arbitration Acts 1954 - 1980 or any statutory amendment, extension or re-enactment thereof for the time being in force. If the parties cannot agree on the appointment of an arbitrator within four weeks of either party serving on the other party a written notice to concur in the appointment of an arbitrator, the matter may be referred by such party to the President for the time being of the Institute of Engineers of Ireland who shall appoint an arbitrator to determine the dispute. The award of the arbitrator shall be final and binding on the parties.		
<b>THE FOLLOWING PROVISIONS APPLY IN ADDITION TO THE ABOVE CONDITIONS WHERE THE CONTRACT INCLUDES WORK BY OR ON BEHALF OF THE COMPANY ON SITE</b>			
<b>36. DRAWINGS</b>			
36.1	The Purchaser shall provide the Company free of charge before commencement of any Work with any information, plans or drawings required by the Company for the Work.		
36.2	If the information, plans or drawings required by the Company for any Work have not been furnished to the Company in reasonable time or if they do not contain the necessary details, the Company shall be entitled either to suspend performance of the Contract until such time as drawings are furnished or until the necessary details have been provided or to prepare such plans or drawings themselves at the Purchaser's cost and, in either event, the time for completion of any Work shall be extended by a reasonable period.		
36.3	The Company shall have no liability to the Purchaser in respect of plans or drawings which the Company prepares due to the Purchaser's failure to provide the Company with the Purchaser's own plans or drawings.		
<b>37. SITE FACILITIES AND WORKING CONDITIONS</b>			
37.1	The Contract Price and any agreed time for completion of any Work is based on the Company's estimate of the extent of the Work based on the information supplied by the Purchaser to the Company and unless otherwise specified assumes the following conditions: 37.1.1 the Purchaser will provide suitable access to and (in circumstances where the Company is the main contractor or the only contractor on the Site) will grant possession of the Site on or before the date agreed between the parties or if no date is stated then in reasonable time having regard to the time for completion of any Work; 37.1.2 the electrical equipment on Site will be disconnected from the mains electricity by the Purchaser free of charge and in reasonable time having regard to the time for completion of any Work; 37.1.3 no Work will be carried out in inappropriate, unsuitable, unhealthy or unsafe conditions; 37.1.4 Company employees will be able to obtain suitable and convenient board and lodging in the neighbourhood of the Site and have access to adequate medical services;		
37.1.5	such equipment, craneage, consumable stores, water and power, scaffolding, lighting, heating and unskilled labour as are specified in the Contract will be available to the Company on Site and in reasonable time, and except as otherwise agreed, free of charge to the Company;		
37.1.6	The Purchaser will provide the Company, free of charge, with closed or guarded premises on or near the Site as a protection against the theft and deterioration of the Plant and of the Company's tools and equipment;		
37.1.7	The Company shall not be required to undertake any construction or demolition work other than otherwise agreed in the Contract; and		
37.1.8	The physical conditions at Site are as set out and identified in the information supplied by the Purchaser and the Company's survey of the Site (if any).		
37.2	If the conditions set out in clause 37.1 are not met the Company shall be entitled to be paid (a) any cost and/or expense incurred or to be incurred as an addition to the Contract Price and (b) a reasonable extension of time for completion of any Work.		
<b>38. PURCHASER'S RESPONSIBILITY FOR OBTAINING CONSENTS</b>			
38.1	The Purchaser shall obtain all statutory or regulatory consents, wayleaves, approvals, permits or licences required for any part of any Work at its own cost and in reasonable time having regard to the time for delivery of the Plant and the time for completion of any Work.		
<b>39. PREPARATORY WORK</b>			
39.1	The Purchaser will provide the Company with suitable access to the Site and furnish the Company with all information required for making all necessary connections.		
39.2	If the Purchaser is responsible under the Contract for preparatory work such as foundation or other work specified in the Contract, it must be completed by the date agreed for the Company's access to the Site to commence the Works or, if no date is stated, then in reasonable time having regard to the time for completion of any Work.		
39.3	If the Company is responsible for carrying out enabling or preparatory work the Purchaser will provide the Company in reasonable time with all information which the Company might require in relation to the same.		
39.4	Unless otherwise agreed in the Contract, it is the responsibility of the Purchaser to apply suppression in respect of radio, electrical or other interference at the point of installation of any Plant and/or Products.		
39.5	Delay to the performance of any Work and/or extra cost or expense incurred or to be incurred by the Company as a result of the Purchaser's breach of any of its obligations under this clause 39 shall entitle the Company to a reasonable extension of time for completion of any Work and/or an addition to the Contract Price.		
<b>40. HOURS OF WORK</b>			
40.1	The Company employees will work normal hours applicable to the engineering industry, Monday to Friday inclusive, local public holidays excepted. Unless stated to the contrary in the Proposal or otherwise agreed, night work, overtime and holiday working are specifically excluded.		
<b>41. LIMITATION ON COMPANY'S LIABILITY WHILST ON SITE</b>			
41.1	If the Company, the Company's agents or sub-contractors are on Site for the purpose of carrying out any Work then the Company will indemnify the Purchaser against direct damage or injury to the Purchaser's property or person or that of others occurring while the Company is working on Site to the extent caused by the negligence of the Company, the Company's sub-contractors or agents, but not otherwise, by making good such damage to property or compensating personal injury provided that: 41.1.1 the Purchaser is not otherwise entitled to recover for such damage to property under existing buildings and/or contractor's all risks insurance to be maintained by or on behalf of the Purchaser; 41.1.2 the Company's total liability in respect of the same shall not exceed the amount of public liability insurance the Company is obliged to take out and maintain under the Contract (or if no sum is specified then 71 million), subject to any other restrictions on liability otherwise set out in this Contract; and 41.1.3 the Company shall not be liable to the Purchaser for any loss of profits, loss of use, loss of expectation, loss of business, loss of goodwill or consequential or indirect loss or damage (as saved as aforesaid, for any loss or damage of any kind whatsoever and whether caused by the Company's breach of contract, tort, breach of statutory duty or otherwise howsoever.		
<b>42. EXTRA COST</b>			
42.1	Should the Company incur extra cost or expense as a result of any breach by the Purchaser of any of its obligations under the Contract (including (without implying limitation) failure by the Purchaser to grant access to the Site in accordance with the Contract or any specified Site conditions not being maintained or provided by the Purchaser, variation or suspension of any Work by the Purchaser's instructions, or the Purchaser's lack of instructions and/or any interruptions, delays, overtime, unusual hours, mistakes, work, or events for which the Company is either not responsible or is not responsible for under this Contract or to any factor outside of the Company's reasonable control, the Contract Price will be increased to compensate for any cost and/or expense incurred or to be incurred by the Company as a consequence (including, without implying limitation, the costs of storage of any Product incurred by the Company in accordance with clause 14).		
<b>43. LIABILITY FOR DELAY</b>			
43.1	If a fixed time is agreed in the Contract for completion of any Work and the Company fails to complete within that time or within any extension thereof that the Company is entitled to under this Contract and if as a result the Purchaser shall have suffered loss, the Company undertakes to pay for each week of delay liquidated damages at the rate of 1/2 per cent, up to a maximum of five (5) per cent, of the Contract Price or such other rate and maximum amount as may be otherwise set out in the Contract. Such payment shall be in full and final satisfaction of the Company's liability for delay.		
43.2	The period for completion of any Work shall be extended by a reasonable period if delay in completion is caused by the instructions or lack of instructions from the Purchaser, breach by the Purchaser of any of its obligations under the Contract, industrial dispute, insufficient availability of and access to the Site and/or Plant, delay caused or contributed to by third parties working on Site, late delivery of the Products, the Company exercising its right to suspend the performance of any Work under the Contract, Force Majeure or by any other cause beyond the Company's reasonable control.		
43.3	Unless the contrary is expressly stated any time period or date set out in a programme provided by the Company or otherwise described as an "estimate" in the Contract is approximate only and shall not be construed as a fixed time period or date for the purposes of the Contract.		
<b>44. TAKING OVER AND ACCEPTANCE OF ANY WORKS</b>			
44.1	The Company shall give the Purchaser notice in writing of the date when any Work is ready for acceptance in sufficient time to enable the Purchaser to make any necessary arrangements for inspection.		
44.2	If the Contract provides for tests on acceptance these shall take place in the presence of both parties.		
44.3	If in the course of tests on acceptance it is found that any Work or any part thereof is defective as a result of failure by the Company to carry out any Work in accordance with its obligations under the Contract, the Company shall with all speed and at the Company's expense make good the Defect and thereafter if the Purchaser so require offer any Work for re-inspection and acceptance at the Company's expense.		
44.4	As soon as any Work has been completed in accordance with the Contract (and, if applicable, have passed any tests on acceptance) the Purchaser shall accept the Works and the defects correction period set out in clause 45.2 shall start to run.		
44.5	If the Purchaser does not take the steps necessary for such acceptance or testing, any Work shall be deemed to have been taken over and the defects correction period set out in clause 45.2 shall start to run on receipt by the Purchaser of written notice from the Company to that effect.		
<b>45. DEFECTS CORRECTION PERIOD</b>			
45.1	The Company shall have no liability in respect of Defects arising from the matters set out in clause 19.1.		
45.2	The Company undertakes to remedy at the Company's expense and with all reasonable speed, any Defect in any Work which may appear during the period of twelve (12) months after taking over (the "Defects Correction Period") by making good any such Defect. If in consequence of any such Defect it is necessary to repair or replace any part of the Plant any such repair or replacement shall in all respects be at the Company's expense, but not so as to impose upon the Company any liability greater than the Contract Price.		
45.3	Save as expressly provided in this clause and clause 41.1 (Limitation on Company's Liability Whilst on Site) the Company shall not be liable to the Purchaser (other than death or personal injury caused by the Company's negligence as defined in the Unfair Contract Terms Act, 1977 or, in the case of Schneider Electric Ireland, the Liability for Defective Products Act 1991 as the case may be) resulting from any Defects in work done or materials provided under the Contract or from any services or advice rendered in connection therewith.		