1. Scope

1.1. These general terms and conditions for the sale of goods and/or services (the "**Terms**") shall apply to any sale by Eaton (together with any of its affiliated entities, subsidiaries or holding companies, referred to as "**Eaton**") of any Eaton products (the "**Products**") and/or any Eaton services (the "**Services**"), both hereinafter either individually or combined referred to as the "**Supplies**", to the person or entity placing an order with Eaton which is accepted by Eaton under these Terms (the "**Buyer**"). The Buyer and Eaton are collectively referred to as the "**Parties**" and each individually as a "**Party**".

1.2. Eaton shall only be bound by and an agreement for the sale of Supplies between Eaton and the Buyer on these Terms, shall only be concluded once Eaton accepts, in writing, any purchase order(s) placed by the Buyer for any Supplies (the "**Acceptance**").

1.3. Notwithstanding any language to the contrary in the Buyer's standard terms and conditions of purchase, in any purchase order, any correspondence or any other form of acknowledgment, the Buyer shall be bound by these Terms and any other terms and conditions are hereby expressly rejected and excluded.

1.4. No variation to these Terms shall be binding unless agreed in writing by an authorised representative of Eaton. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of these Terms even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

1.5. The scope of the sale (the quantity, part number(s), price(s) and description of the Supplies) shall be as set out or as referred to in the Acceptance.

2. Price, Terms of Payment and Set –Off

2.1. The price of the Supplies shall be the price set out in the Acceptance or, where no price has been set out, the price listed in Eaton's published price list current at the date of the Acceptance. Eaton reserves the right, by giving written notice at any time before delivery to the Buyer, to change the prices of the Supplies to reflect any change to Eaton published price list or in the cost to Eaton which is due to any factor beyond the reasonable control of Eaton, including (without limitation): (i) alterations in taxation; (ii) changes in import duties; (iii) exchange rate fluctuations; (iv) changed legal requirements for the Supplies; (v) increase in energy or raw material prices used in the Supplies; (vi) increases in transportation cost. Orders will be priced and invoiced accordingly. In such event, Buyer has the right to cancel the order to which the increase in price applies without charges being due provided that such cancellation takes place within seven (7) days of notification by Eaton of the proposed price increase.

2.2. Unless otherwise agreed by Eaton in writing, all prices shall include the costs of delivery in accordance with the provisions of clause 4.1.

2.3. The price is exclusive of Value Added Tax or any other applicable tax which the Buyer shall pay in addition when it is due to pay for the Supplies.

2.4. Eaton shall issue an invoice for the Products upon shipment and/or shall issue an invoice for the Services upon Acceptance. The price shall be paid free from any deductions or set-off to Eaton's bank account within 30 (thirty) days of the date of invoice unless otherwise specified or referred to in an Acceptance. Time for payment shall be of the essence. If the due date for payment calculated in terms of this clause 2.4 falls on a Saturday, Sunday or a public holiday in the area where Eaton has its registered seat, payment shall be due on the last business day immediately preceding the relevant Saturday, Sunday or public holiday. Payment shall not be deemed to have been made until Eaton has received sums due to it in full in cleared funds.

2.5. If the Buyer fails to make any payments as and when they fall due under these Terms, Eaton may, without prejudice to its other rights (i) suspend performance of its obligations under these Terms until such payments have been made; and (ii) charge interest on such overdue amounts at a rate of 8 (eight) % above the European Central Bank reference rate per annum from the due date to the date of payment in full.

2.6. Eaton shall be entitled in its sole discretion to set off any payments due from Eaton to the Buyer from time to time from any receivables due from the Buyer to Eaton. The Buyer shall not be entitled to set off any payments due to Eaton from the Buyer without the prior written agreement of Eaton.

2.7. Acceptance of all orders is subject to the Buyer meeting Eaton´s credit requirements. Terms of Payment are subject to change for failure to meet such requirements. Eaton reserves the right at any time to demand full or partial payment before proceeding with a sale if in the judgment of Eaton, the financial condition of the Buyer does not justify the terms of payment specified.

3. Minimum Billing

Orders less than 500 (five hundred) Euro or local currency equivalent will be assessed a shipping and handling charge of 5 (five) % of the price of the order, with a minimum charge of 25 (twenty-five) Euro or local currency equivalent unless noted differently by Eaton on Acceptance.

4. Delivery

4.1. Unless otherwise agreed in writing by Eaton delivery of Products shall be made:

4.1.1. for road freight and parcel deliveries, CPT (Incoterms 2020) at the Buyer's warehouse; or

4.1.2. for ocean and air freight deliveries, FCA (Incoterms 2020) at the origin loading port or warehouse as agreed between the Parties in writing.

4.2. As notified to the Buyer any dates quoted for delivery of the Supplies are approximate only and may not be made of the essence by notice. Eaton shall not be liable for any delay in delivery of the Supplies howsoever caused. If no delivery dates are specified, delivery will be within a reasonable time.

4.3. If Eaton is satisfied that the Supplies have been short delivered, Eaton shall at its option:

4.3.1. make up any short delivery by dispatching to the Buyer such Supplies as Eaton is satisfied were not delivered; or

4.3.2. allow the Buyer credit in respect thereof.

4.4. Eaton's liability shall be limited to making up the delivery or allowing credit as above.

4.5. Where the Supplies are to be delivered in instalments, each delivery shall constitute a separate contract and defective delivery by Eaton of any one or more of the instalments in accordance with these Terms shall not entitle the Buyer to treat these Terms as a whole as repudiated.

4.6. If Eaton fails to deliver the Supplies for any reason (other than the Buyer's fault) and Eaton is accordingly liable to the Buyer, Eaton's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods/services to replace those not delivered over the price of the Supplies. The limitation of liability under this clause 4.6 shall not apply in case of gross negligence or wilful misconduct.

4.7. If the Buyer fails to take delivery of the Supplies or fails to give Eaton adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of Eaton's fault) then, without prejudice to any other right or remedy available to Eaton, Eaton may:

4.7.1. require payment on any reasonable basis, including but not limited to the selling price, and any additional expenses, or costs resulting from such a delay;

4.7.2. store the Supplies until actual delivery at the sole cost and risk of the Buyer and charge the Buyer for the reasonable costs (including handling and insurance) of storage; or

4.7.3. sell the Supplies at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under these Terms or charge the Buyer for any shortfall below the price under these Terms; and

4.7.4. payment of any amounts contemplated in clauses 4.7.1, 4.7.2 or 4.7.3 shall be due by the Buyer within 30 (thirty) days from the date of Eaton´s invoice.

4.8. If Eaton holds any of the Supplies contemplated in clause 4.7 on the Buyer's behalf in excess of 3 (three) months from the time stated for delivery, Eaton shall be entitled to terminate the agreement in respect of such Supplies. In the event that any part of the price for such Supplies was paid by the Buyer prior to such termination, Eaton shall repay such amounts after deducting all costs incurred by Eaton in respect of such Supplies prior to termination.

4.9. Buyer shall provide any information and documents required for export, transport and import purposes.

5. Services

5.1. Buyer's purchase orders for Services shall specify the type of Services, desired dates and times, the site location, site specific conditions that may impact the Services, the precise details of any equipment in respect of which Services are to be rendered and any further relevant information that may be required in order to enable Eaton to render the Services on the basis contemplated in the relevant purchase order.

5.2. For the avoidance of doubt, Eaton shall be under no obligation to render any services or to undertake any work in addition to the Services expressly stated in the Acceptance.

5.3. Any indication of the required duration for the completion of the Services specified by Eaton in the offer is an estimate based on Eaton's experience for the provision of similar services in practice. As such, no such estimate will be binding unless expressly agreed to the contrary in writing by Eaton. Eaton shall be entitled to suspend or delay completion of any Services if exceptional circumstances may, in Eaton's reasonable discretion, necessitate this, although Eaton shall endeavour to minimize such delays and the impact thereof on the Buyer. Eaton shall not be liable for any delay in completing the Services within any estimates or for any costs, losses or damages that may result from such delay for the Buyer or any third parties.

5.4. Eaton shall:

5.4.1. render the Services to the Buyer as agreed in the Acceptance and in accordance with these Terms;

5.4.2. endeavour to ensure that its employees and contractors will comply with: (i) Eaton's environment, health and safety policies available at http://www.eaton.com/flash/eaton/materiality/healthSafety.html ("**EHS Policy**"); (ii) health, safety and security guidelines of the site(s) where the Services are rendered; and (iii) any legal requirements applicable in the jurisdiction where the Services are rendered;

5.4.3. when rendering services on non-controlled Eaton sites, only render the Services in accordance with the EHS Guide for non-Eaton controlled sites ("**EHS Guide for Non-Controlled Sites**") and upon completion of the safety checklist required herein, available at: http://www.eaton.com/flash/eaton/materiality/healthSafety.html ;

5.4.4. supply its employees and contractors with such safety equipment as employees or contractors involved in rendering services similar to the Services would ordinarily require. Any Buyer's additional requirements, including, but not limited to health, safety policies and security guidelines, safety equipment, training above and beyond Eaton's EHS Policy shall be provided to Eaton at the Buyer's cost.

5.5. Eaton, at all times, will adhere to its EHS Policy and the EHS Guide for Non-Controlled Sites. If Eaton, in its reasonable discretion, deems the site, or any premises where the Services are to be rendered, to be unsafe or in an unfit condition to enable Eaton to render the Services on the terms and to the specifications as set out in the Acceptance, Eaton shall be entitled (but not obliged) to refuse to render such Services until the Buyer ensures that the relevant site or premises complies with Eaton's reasonable demands in this regard. Eaton shall be entitled to invoice the Buyer for any costs incurred by Eaton as a result of Eaton refusing to render Services in terms of this clause.

5.6. Buyer shall:

5.6.1. provide Eaton without delay and at the agreed times with such access as Eaton may require to any site, premises, facilities, amenities, utilities and any areas falling within the scope of the Services so as to enable Eaton to render the Services unhindered and, where specific entry or use requirements are applicable, shall provide Eaton with such requirements as soon as possible, but no later than 14 (fourteen) days before Eaton commences with the rendering of the Services;

5.6.2. provide Eaton with the health, safety and security guidelines of the site(s) where the Services are to be rendered. Eaton reserves the right to amend the date of rendering the Services to ensure compliance with these guidelines;

5.6.3. render all reasonable assistance and cooperation to Eaton in connections with Eaton's performance of its duties;

5.6.4. ensure that any equipment in respect of which the Services are to be rendered, shall not bear any electrical load;

5.6.5. notify Eaton promptly of all problems relating to the Services and cooperate with Eaton to solve these matters;

5.6.6. ensure knowledge of, accept and complete Eaton's safety checklist as required by Eaton's guidelines on non-Eaton controlled sites.

5.7. Eaton reserves the right to subcontract any agreed Services, or component thereof, without the consent of the Buyer

6. Title and Risk

6.1. Title to all Supplies shall be retained by Eaton until all amounts due to Eaton in respect of such Supplies, including any charges or interest, are paid in full.

6.2. Until ownership of the Supplies has passed to the Buyer, the Buyer must take all reasonable measures to keep the Supplies in a satisfactory condition.

6.3. Risk of any loss or damage to the Supplies shall pass from Eaton to the Buyer upon the delivery of the Supplies in accordance with the applicable Incoterm (Incoterms 2020) set out or referred to in the Acceptance.

7. Returning Products

Authorisation and shipping instructions for the return of any Supplies must be obtained from Eaton in writing before any Supplies may be returned to Eaton by the Buyer.

8. Intellectual Property Rights

8.1. Each Party shall remain the owner of its Background IP and nothing contained in these Terms shall imply any transfer of title of Background IP. Eaton shall be the sole owner of all Foreground IP and shall have full title to such rights.

8.2. The Buyer shall not do or authorise any third person to do any act which would or might damage or be inconsistent with the trademarks (which term for purposes of these Terms shall include but not be limited to trademarks, trade names, service marks, logo marks, trade dress other trade names, whether registered or unregistered) used by Eaton in relation to the Supplies or to the goodwill associated therewith and, in particular, will not do or authorise the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the Supplies. The Buyer shall not use or authorise any third person to use the trademarks used by Eaton in relation to the Supplies on any stationery, advertising, promotion or selling material other than the Supplies or other such materials supplied by Eaton to the Buyer. All advertising, promotion and selling materials supplied by Eaton to the Buyer shall remain the property of Eaton and the Buyer shall not permit any other person to make use thereof. The use in any form of the name "Eaton" or Eaton's logo in the official name, company name, trading or business name, domain name or other similar name of the Buyer requires the prior written approval of Eaton.

8.3. The Buyer agrees to inform Eaton promptly about any infringement of any of Eaton's trademarks or other Intellectual Property Rights

or of any act of unfair competition of which the Buyer has knowledge. Eaton and the Buyer shall then jointly decide on appropriate action. The Buyer agrees to assist in every way possible in legal actions taken by Eaton or its affiliated entities in this regard.

8.4. If any claim is made against the Buyer that the Supplies infringe or that their use or resale infringes the rights of any third party, Eaton may (at its option) either secure the Buyer's right to continue to use the Supplies or replace or modify the Supplies to make them non-infringing, or if neither of these alternatives is reasonably available to Eaton, refund the purchase price.

8.5. In these Terms:

8.5.1. "**Background IP**" means any intellectual property and Intellectual Property Rights existing before the date of the Acceptance, and any Intellectual Property Rights generated after the date of Acceptance but outside the scope of these Terms;

8.5.2. "**Foreground IP**" means all intellectual property and Intellectual Property Rights generated under these Terms; and

8.5.3. "**Intellectual Property Rights**" means any intellectual and industrial property rights including, but not limited to, copyright, moral rights and neighbouring rights, all rights in relation to: inventions (including patent rights and utility models), trademarks, confidential information (including trade secrets and know how), drawings, prototypes, algorithms, software, mask works and semiconductor topographies and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field, afforded by law anywhere in the world whether registered or unregistered or capable of registration and all applications therefore.

9. Termination, Cancellation and Changes

9.1. Without prejudice to any other rights of termination provided herein, the agreement between the Parties under these Terms may be terminated immediately at any time effective upon written notice under the following conditions:

9.1.1. by either Party if the other Party commits a material breach of these Terms, or a material breach of any amendments agreed by the Parties by means of a purchase order and Acceptance, and such breach is not cured within 30 (thirty) business days of written notice of such breach, if such breach is not reasonably subject to cure within 30 (thirty) business days, the Party in breach has not commenced a continuous good faith effort to cure the default;

9.1.2. by either Party if the other Party commits any act of bankruptcy or has a receiver, administrative receiver, manager or, administrator appointed or compounds with its creditors or takes or suffers any similar action in consequence of debt or if being a company it enters into liquidation whether compulsorily or voluntarily, in each case in any jurisdiction in which event any outstanding amounts under these Terms shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9.2. The Parties may agree to make changes to an order after Acceptance in writing from time to time.

9.3. Parties agree that the termination rights specified in this clause 9 are meant to be exhaustive and as such agree to waive any other termination rights they may have under any applicable law to the extent such waiver of termination rights is permitted under such applicable law.

10. Warranty

10.1. Unless otherwise agreed in writing by the Parties, Eaton warrants to the Buyer that the Products shall be free from defects in design, material, and workmanship (**"Defects"**), under normal use, for a maximum period of 12 (twelve) months (**"Warranty"**) from the date of invoice for such Products. Eaton shall, subject to the provisions of these Terms and for the duration of the Warranty, remedy any material Defect in the Products resulting from faulty design, material or workmanship which impairs the functioning of the relevant Products. There shall be no claims based on Defects in cases of insignificant deviations, of only minor impairment of usability or from non-reproducible software errors.

10.2. Eaton shall render the Services to the best of its ability and with reasonable care, diligence, skill and in a professional manner. Should the Services fail to comply with such standards, Eaton agrees to remedy any deficient Services at no additional cost to the Buyer provided that Eaton has received written notification within 7 (seven) days following the completion of the specific Services giving rise to the claim. Furthermore, Buyer agrees to hold Eaton harmless from any liability arising from rendering Services in accordance with Buyer's specifications or instructions. Eaton shall not be required to remedy or provide any Services for defects not falling under the provisions of 10.2. Any request for additional work (labour and spare parts) including additional remedial services outside of 10.2 shall be quoted separately by Eaton.

10.3. This limited Warranty shall not apply to any Supplies or component thereof which:

10.3.1. has been repaired or altered outside of Eaton's factory in any manner so as, in Eaton's sole judgment, to affect its serviceability;

10.3.2. has been subject to alteration, accident, misuse, abuse, neglect or abnormal wear;

10.3.3. has been installed, operated or used in a manner contrary to Eaton's instructions, or due to failure to follow Eaton's instructions for operation and maintenance; or

10.3.4. has been subjected to abnormal or unusual physical or electrical stress or environmental conditions misused or negligently handled or operated.

10.4. Eaton shall not be liable for damage due to third party acts, atmospheric discharges, excess voltage, chemical influences and for loss and damage in transit. The Warranty does not cover the replacement of parts subject to normal wear and tear. Eaton gives no warranty for the sale of used Products. If the Supplies are manufactured by Eaton on the basis of design data, design drawings, models or other specifications supplied by the Buyer, Eaton's Warranty shall be restricted to non-compliance with the Buyer's specifications as approved by Eaton under these Terms.

10.5. Eaton's sole obligation and Buyer's sole remedy under the Warranty shall be, at Eaton's option and discretion, to either repair or replace at no additional charge, the defective Products (or the defective part of the Products) thereof, which is proved to breach such Warranty.

10.6. Except for the express Warranty set forth above, Eaton makes no other representations or warranties, express or implied, statutory or otherwise, regarding the Supplies, their fitness for any particular purpose, their merchantability, their quality, their non-infringement, or otherwise. Eaton makes no representation that its software will work in combination with any hardware or software products provided by third parties, that the operation of the software will be uninterrupted or error-free, or that all software defects will be corrected.

10.7. The Buyer shall expressly not have any claim with regard to expenses incurred in the course of supplementary performance, including costs for travel, transport, labour, and material, to the extent that expenses are increased because the subject-matter of the Supplies has subsequently been brought to another location than the place of delivery. Eaton shall not be held liable for any software, firmware, information or memory data of Buyer or its end customers contained in, stored on, or integrated with any equipment returned to Eaton for repair, whether or not under warranty.

10.8. All drawings, descriptive matter, specifications and advertising issued by Eaton and any descriptions or illustrations contained in Eaton's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Supplies described in them. They will not form part under these Terms in general or this Warranty specifically. Eaton may make any changes in the specifications, design or materials of the Supplies which are required to conform with any applicable safety or other statutory requirements, or where the Supplies

are to be supplied to Eaton's specifications, which do not in Eaton's reasonable opinion materially affect the quality or performance of the Supplies.

10.9. The Buyer shall only have a claim for damage based on Defects within the limits set forth in these Terms.

11. Liability

11.1. The remedies of the Buyer under these Terms are exclusive and are its sole remedies for any failure of Eaton to comply with its obligation hereunder.

11.2. In no event, whether under contract, statutory law or tort, shall the aggregate liability of Eaton under these Terms exceed the price paid in respect to the Supplies to which such liability relates, to the extent permitted by mandatory law. This limit of liability is cumulative and not per-incident (i.e. the existence of two or more claims will not enlarge this limit). Furthermore, it applies cumulatively to all of Eaton's affiliated entities.

11.3. In no event, whether under contract, statutory law or tort, shall Eaton or its affiliated entities, officers, directors, employees, agents, be liable for indirect, incidental or consequential damages, including but not limited to loss of profit, loss of use, loss of production or penalty payments, to the extent permitted by mandatory law.

11.4. The limitations of liability contemplated in this clause 11 shall not apply in the following cases:

11.4.1. the liability results from the mandatory law applicable for Eaton product liability;

11.4.2. wrongful intent;

11.4.3. gross negligence on the part of the owners, legal representatives or executives of Eaton arising from or relating to Eaton's performance under these Terms;

11.4.4. fraud; or

11.4.5. negligent injury to life, limb or health.

12. Transfer of Rights and Obligations; Indemnification

12.1. The Buyer is only entitled to transfer any rights to its customers resulting out of these Terms within the limits set forth herein. Any obligations exceeding these Terms remain at the sole responsibility of the Buyer. The Buyer shall provide the user (including its employees) of the Supplies with all Eaton supplied product notices, warnings, instructions, recommendations and similar materials.

12.2. The Buyer shall indemnify and hold Eaton harmless from and against all losses, claim damages or other costs of any nature or kind whatsoever (including attorneys` fees) arising from a breach of any provision of these Terms by the Buyer or the negligence, misconduct or actions of the Buyer, its officers, employees, agents of contractors. The same applies to any loss, cost or expenses incurred by Eaton for claims made by any customer of the Buyer to the extent that such loss, cost or expense is in excess of the liability limits set forth in these Terms including, without limitation, the provisions of the Warranty.

13. Export Regulations and Anti-Corruption

13.1. The performance of any obligations under these Terms is conditional upon that no hindrances attributable to applicable local, United Nations (UN) or United States of America (US) or otherwise applicable national, European Union or international rules of foreign trade law or any sanctions or any embargoes exist.

13.2. The Buyer shall comply with all laws as set forth in clause 13.1. The Buyer shall not take any action which could place Eaton or any other associated company in jeopardy of breaching or violating any such laws, regulations, provisions and/or acts or any interpretations thereof.

13.3. The Buyer agrees to comply fully with all applicable anti-corruption laws and regulations, including (but not limited to) those in the jurisdiction in which the Buyer is registered, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. The Buyer agrees to comply with Eaton's Worldwide Anti-Corruption Policy and Worldwide Gift & Entertainment Policy, available at https://www.eaton.com/us/en-us/company/ethics-compliance/policies.html.

13.4. The Buyer shall observe at all times Eaton´s Code of Ethics and related policies, available at https://www.eaton.com/us/en-us/company/ethics-compliance/policies.html.

13.5. The Buyer agrees to indemnify, defend and hold Eaton harmless from any breach of the Buyer's obligations under this clause 13.

13.6. 13.6 EATON may suspend or terminate all or part of the order without any liability to Buyer, with immediate effect by written notice, if the Buyer, the Product and/or the Service becomes subject to applicable export or import controls, sanctions, embargos or other trade restrictions which prohibit EATON from fulfilling its obligations under these Terms.

14. Data Protection

14.1. In performing and participating in the transactions based on these Terms, the Buyer may have access to one or more databases, applications, reports, documents and/or other information in hardcopy or electronic form that contain or process data relating to identified or identifiable individuals ("**Personal Data**"), which the Buyer acknowledges may be of a sensitive nature and which the Buyer undertakes to treat in a strictly confidential manner and not to use unless explicitly authorised by Eaton in writing or required by the applicable law. The Parties must each ensure that the persons who are authorized to process Personal Data are bound by confidentiality undertakings or subject to an appropriate statutory duty of secrecy. Each Party is responsible for the undertaking of its own personnel and the assigned employees must be advised that the data secrecy continues to apply after the termination of their employment.

14.2. The Parties commit to process any Personal Data received from the other Party and/or its affiliated entities in accordance with any applicable personal data processing legislation. This also includes compliance with the applicable requirements for any transfers of the Personal Data to recipients (such as any service provider) in and outside the European Union for accounting, financing and/or contract management purposes.

15. Force Majeure

15.1. If Eaton is prevented, hindered or delayed from or in performing any of its obligations under these Terms (other than a payment obligation) by a Force Majeure Event(as defined in clause 15.2 below), Eaton´s obligations under these Terms are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed.

15.2. "**Force Majeure Event**" means an event beyond the reasonable control of Eaton which is due to external circumstances including, without limitation, general labour disturbances such as, but not limited to, strikes, lockouts, boycotts and labour disputes, (but excluding strikes, lockouts, boycotts and labour disputes involving employees of Eaton), supply difficulties and delays, any delays at borders and/or as a result of customs controls, breach of contract or disputes with the sub-contractors of Eaton, acts of God, war, riot, civil commotion, malicious damage (but excluding malicious damage involving the employees of Eaton), acts of Government or any governmental authority or representative thereof (whether or not legally valid) such as, but not limited to, a rule, regulation, law, governmental order or direction, embargoes and trade limitations, accident, breakdown of plant or machinery, fire, flood, storm and difficulty or increased cost in obtaining workers, goods or transport.

15.3. Where a Force Majeure Event in the meaning of clause 15.2 arises Eaton shall have the right to rescind the contract. In any case no indemnity shall be claimed or exercised by either Party in case of a Force Majeure Event.

16. Confidentiality and Announcements

16.1. "**Confidential Information**" means all information (whether communicated in writing, verbally, electronically or by any other means and whether communicated directly or indirectly), including information in connection with these Terms and the transactions contemplated therein, or any related agreement, which by its nature is intended to be for the knowledge of the receiving Party alone, which is marked as "confidential" or "proprietary" or which

is otherwise confidential, and all information concerning the business transactions and the financial arrangements of any Party with any person with whom that Party is in a confidential relationship with regard to the matter in question.

16.2. Neither Party, including but not limited to its affiliated entities, owners, managers and employees shall, without the prior written consent of the disclosing Party, for any purpose other than the proper performance of its obligations under these Terms make use of or disclose or permit the use or disclosure to any third party of any trade secrets or other Confidential Information, whether relating to the method of operation or business of the other Party or the Supplies which it may receive or obtain either directly or indirectly, or make any public announcement, communication or circular concerning the transactions to which these Terms shall apply. This obligation shall remain in force 5 (five) years after fulfillment of the Supplies, but shall not apply to any information which (i) was publicly known at the time of disclosure to the receiving Party or becomes publicly known through no fault of the receiving Party subsequent to the time of communication thereof to the receiving Party; (ii) was in the receiving Party's possession free from any obligation of confidence at the time of communication thereof to the receiving Party; (iii) is developed independently by the receiving Party or its affiliated entities, and without reference to any of the disclosing Party's Confidential Information or other information that was disclosed in confidence to any third party, as evidenced by contemporaneous written records; (iv) required by law, by a rule of a listing authority or stock exchange to which either Party is subject or submits provided that only such Confidential Information as is strictly required is disclosed; or (v) is rightfully obtained by the receiving Party from third party authorised to make disclosure thereof without restrictions.

16.3. A disclosing Party has no liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on any Confidential Information disclosed under these Terms. No warranties of any kind (whether express, implied or statutory) are made in connection with the Supplies as to the accuracy or completeness of the Confidential Information disclosed.

17. Governing Law and Jurisdiction

17.1. These Terms, their interpretation and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of the country where Eaton (i.e. the affiliated entity, subsidiary or holding company that enters into the sale agreement) has its registered office without regard to any conflict of law rules.

17.2. Any dispute arising directly or indirectly out of these Terms shall be resolved exclusively by the competent courts in having jurisdiction over the area where Eaton has its registered office.

18. General

18.1. If any provision of these Terms is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these Terms but without invalidating any of the remaining provisions of these Terms. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

18.2. The Buyer may not assign, license or sub-contract all or any of its rights or obligations under these Terms without Eaton's prior written consent. Eaton may assign, license or sub-contract all or any part of its rights or obligations under these Terms without the Buyer's consent.

18.3. The failure to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

18.4. Any notice hereunder shall be deemed to have been duly given if sent by registered post and email to the Party concerned at its registered office or principal place of business.

18.5. If there is any conflict between the English version of these Terms and any translation thereof into any other language, the English language version of these Terms shall prevail.