

## Master Sale Agreement

This Agreement is entered on ..... month 2022 by and between:

**EMB- (LEGRAND EGYPT)**, an Egyptian joint stock company according to Investment Law No. 43 for 1974, amended to Law No.32 for 1977 and registered in the commercial register under number XXXX Cairo, having its Head Office at Pyramids Hills – KM 22 Cairo Alexandria Road Building no. 9C, Giza, Egypt, represented herein by (**LEGAL AUTHOURIZED PERSON**) in his capacity as (**TITEL**) Hereinafter referred to as (the **SUPPLIER**).

And

**CLIENT NAME Company**, with its head office located at ..... FIRST FLOOR,....., Cairo, Egypt, commercial register no. .... – Cairo Investment, herein represented by ..... in his capacity as Hereinafter referred to as (the **CLIENT NAME**).

The “**SUPPLIER**” and the “**CLIENT NAME**” are hereinafter referred to collectively as “**Parties**” and individually as a “**Party**”.

### PREAMBLE

**SUPPLIER** is the importer and supplier in Egypt for the products manufactured by Legrand (the **Products**). The codes, descriptions, and prices per unit of the Products are listed in **Schedule (1)** hereto. The features of the Products are those defined in the **SUPPLIER**'s technical documentation (the **Specifications**) the details of which are set out in **Schedule (2)** to this Agreement.

**SUPPLIER** has determined that to enhance the development of the market and increase the sales of the Products in Egypt, it would be advantageous to coordinate its distribution activities with a **CLIENT NAME** who possesses a readily available and extensive sales network in Egypt; and

**CLIENT NAME** wishes to enter into this Agreement with **SUPPLIER** whereby **CLIENT NAME** undertakes to buy the Products from the **SUPPLIER** for resale in Egypt on the terms and subject to the conditions contained herein;

NOW THEREFORE it is mutually agreed between the Parties as follows:

## **1. ENTIRE AGREEMENT AND ITS SCOPE**

- 1.1. The foregoing Preamble, schedules attached hereto, as well as all amendments, additions, restatements, or modifications made hereto and all other documents incorporated herein by reference, all of which are hereby made an integral part of and will be read as if included within the text of this Agreement.
- 1.2. Subject to the terms and conditions of this Agreement, SUPPLIER hereby grants to CLIENT NAME and CLIENT NAME hereby accepts from SUPPLIER non-exclusive right to distribute the Products in Egypt, upon and subject to all terms and conditions set forth in this Agreement.
- 1.3. CLIENT NAME hereby covenants and agrees to purchase the Products for its own account exclusively from SUPPLIER and to market, distribute and resell the Products within Egypt.
- 1.4. DISTRIBUTER's activity will be exercised only within Egypt unless otherwise agreed to by both Parties. The DISTRIBUTER will abstain from actively prospecting or visiting customers outside of Egypt without the prior written consent of SUPPLIER.
- 1.5. CLIENT NAME acknowledges and agrees that it has no rights or claims of any type to the Products, or any aspect thereof, save for such rights as are created by this Agreement.

## **2. TERM OF AGREEMENT**

The duration of this Agreement is starting from ..... month 2022 and ending on 31 December 2022. This Agreement will automatically terminate upon the expiry of duration unless the Parties have mutually agreed in writing to renew it for an additional term.

## **3. RELATIONSHIP OF THE PARTIES**

- 3.1 CLIENT NAME is acting as an independent contractor and nothing in this Agreement, and no action taken under this Agreement, shall create a partnership, joint venture, or establish a relationship of principal and agent between any of the Parties or otherwise authorize any Party to bind any other Party for any purpose.
- 3.2 DISTRIBUTER has no right, nor authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or name of SUPPLIER, or to bind SUPPLIER in any manner whatsoever.

## **4. PRICES, ANNUAL TARGET AND PAYMENT TERMS**

- 4.1. The purchase price per unit of the Products is mentioned under Schedule (1) and the invoice related to each Purchase Order shall be the total price of the ordered Products quoted in Euro (excluding the 14 % value added tax).

4.2. The annual target of purchased Products is AMOUT WITH CURRENCY and CLIENT NAME shall use reasonable commercial efforts to purchase the Products from SUPPLIER during each calendar year at least equal to this value. If CLIENT NAME does not purchase and resell this annual target during a given calendar year, SUPPLIER may terminate this Agreement effective immediately upon notice to CLIENT NAME.

4.3. CLIENT NAME shall pay to the SUPPLIER the invoices either in cash or by cheques by the last working day of the month in which the sales invoices is issued.

4.4. Payments shall be made in CURRENCY

4.5. Payment:

TERM IS DETERMINDED AFTER EVALUATION.

4.6. Ceiling amount is always based on the receivables amount of each customer by end of every month (Net sales including value added tax).

4.7. Rebates will be as per the following table:

Category	EYR %
Total yearly Actual Sales< ..... CURRENCY	..00%

\*All rebates will be paid at the end of 202X based on the achieved sales targets

## 5. ORDERS, DELIVERY, TRANSFER OF RISK AND OWNERSHIP

5.1. All Products' orders will be transmitted by CLIENT NAME to SUPPLIER and shall be subject to written acceptance by SUPPLIER. SUPPLIER may (in its sole discretion) refuse acceptance of any order.

5.2. The place of delivery of the ordered Products will be SUPPLIER's warehouse located at EMB Electrical industries. S.A.E. Plot 18, 2nd Industrial zone, Sadat City, Menofiya Governorate.

5.3. CLIENT NAME shall be responsible to provide the means of transport which will transfer the Products either by itself or by an authorized representative, from the place of delivery at the SUPPLIER's warehouse.

5.4. The SUPPLIER's Products are subject to checks and tests in its warehouse in accordance with its usual procedures. If the CLIENT NAME were to request a specific acceptance procedure for the Products, the corresponding costs shall be at its charge.

5.5. Upon accepting the Products, the CLIENT NAME shall be responsible for all risks and expenses related to the Products upon taking receipt thereof at the SUPPLIER's warehouse and being placed under its control at the date and time stipulated in the statement of delivery signed by the representatives of the Parties. The CLIENT NAME shall be liable for all damage and loss occurring to the delivered Products upon signing the relevant statement of delivery evidencing the acceptance and receipt of the Products.

5.6. The SUPPLIER shall retain ownership of the Products until the relevant price has been paid in full, notwithstanding of being delivered to the CLIENT NAME. Failure by the CLIENT NAME to make any

payment on its due date may result in the SUPPLIER's right to reclaim the delivered Products and the suspension of all deliveries of Products in progress.

## 6. WARRANTY

- 6.1. The SUPPLIER guarantees to the CLIENT NAME that the Products supplied pursuant to the Order shall be delivered with no material, design or manufacturing defect.
- 6.2. This warranty shall take effect from the date of delivery of the Products, for a period of twenty-four (24) months. If it transpires during the warranty period that any part of the Product is defective under this warranty and to the extent that the CLIENT NAME gives prompt notice thereof within a reasonable time which in all events shall not exceed five (5) working days from the CLIENT NAME becoming aware of the defect, the SUPPLIER shall rectify the said defect at its sole discretion either: (i) by repairing the defective part or parts or (ii) by delivering at its warehouse a repaired or replacement component.
- 6.3. This warranty shall extend to apply to any part of the Products or spare parts repaired or replaced under this warranty, for the remaining warranty period.
- 6.4. This warranty does not apply to consumables or to non-reusable components or to defects originating from or connected with failure of the CLIENT NAME in regard to the use, installation or maintenance of the Products according to the Specifications and all related documentation and more generally according to accepted standards of use of the Products.
- 6.5. This warranty shall also not apply to defects arising from or connected to (i) the combining of any of the Products with a product not designed or manufactured by the SUPPLIER (ii) a modification of the Products carried out by third parties other than the SUPPLIER (iii) an accident involving the Products that is not due to the SUPPLIER or (iv) normal wear and tear.
- 6.6. The warranty defined in this Clause is exclusive and in lieu of any other warranty and the CLIENT NAME hereby expressly waives all other express or implicit warranty relating to any defect or failure of the Products.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 SUPPLIER is the licensee of different registered trademark, owned by Bticino SPA Italy, hereinafter referred to as "**Trademark**" and particularly the main Trademark logo which are worldwide registered and always used in the BTICINO catalogues. This main Trademark are daily used by SUPPLIER throughout Egypt.
- 7.2 SUPPLIER gives the temporary right to the DISTRIBUTER to use the Trademark BTICINO in accordance with this non-exclusive distribution agreement, in its own commercial's documents to promote solely the sales of the Products.
- 7.3 The use of the Trademark shall appear in the same form on all the DISTRIBUTER's commercial documents and in compliance with BTICINO graphics chart and will have to be carried out in such a way that the Trademark BTICINO can never be misled with the DISTRIBUTER's company name or any the DISTRIBUTER's name.
- 7.4 The temporary authorization allowing the DISTRIBUTER to use the Trademark in its commercial documents does not give him the right to be considered as a licensee or to have other kind of ownership on the Trademark.

- 7.1. The purchasing of Products by the CLIENT NAME in no way confers any right whatsoever upon the latter to reproduce all or part of the Products or to exploit any intellectual property rights relating to them. In the event a third party were to bring an action for infringement of its intellectual property rights relating to the Products delivered to the CLIENT NAME, the SUPPLIER shall either defend or settle the claim as it shall choose and at its expense. Where a final unfavorable judgement to be made against the SUPPLIER, the latter shall choose either (i) to obtain a license over the third-party rights referred to above (ii) to modify the Products at issue so as to avoid the infringement or (iii) if such a solution is not possible for economic and/or technical reasons, to take back the Products delivered and refund their purchase price, less a reasonable amount in consideration of the ageing and normal wear and tear of the Products.
- 7.2. The above undertaking shall apply only inasmuch as the CLIENT NAME shall have informed the SUPPLIER immediately in writing of any claim for infringement involving Products delivered by the SUPPLIER and so long as the latter shall have complete control as regards management of the action and proceedings.
- 7.3. The SUPPLIER's liability is expressly excluded if the alleged infringement is the result of the combination or association of the Products delivered with any other product or of any modification of all or part of the Products resulting from any procedure carried out thereon by persons other than the SUPPLIER.
- 7.4. Furthermore, the SUPPLIER shall not be liable for any cost or expenditure incurred without its authorization by the SUPPLIER, or for any direct or indirect losses that might arise from any loss of use whatsoever of the Products delivered. The above provisions form the whole of the SUPPLIER's commitments in regard to the CLIENT NAME in the event of any dispute arising over third-party intellectual property rights relating to the Products delivered by the SUPPLIER.

## **8. CONFIDENTIALITY**

- 8.1. Unless otherwise stipulated in the Order, all design study documents, data and information disclosed by the SUPPLIER to the CLIENT NAME or of which it becomes aware in the course of carrying out the Order, shall remain the SUPPLIER's property.
- 8.2. All the documents referred to herein including the Schedules and those supplied by the SUPPLIER during the consultation or in the course of carrying out the Order must be treated as confidential and may not be disclosed to any persons other than those qualified to have knowledge thereof.
- 8.3. The CLIENT NAME undertakes not to disclose any confidential information issued by the SUPPLIER of which it might become aware in the course of carrying out the Order.

## **9. TERMINATION**

- 9.1. Either party may terminate this Agreement prior to the expiry of its term by sending at least thirty (30) days prior written notice to the other party.
- 9.2. SUPPLIER may terminate this Agreement with immediate effect upon a notice to DISTRIBUTER as per Clause 4.2 hereinabove.
- 9.3. This Agreement shall be terminated automatically, without notice (i) upon the issuance of a final judgement against any of the Parties for insolvency, receivership, bankruptcy proceedings or any other proceedings for the settlement of debts or (ii) upon the SUPPLIER's or the CLIENT NAME's dissolution.

## **10. EFFECT OF TERMINATION**

- 10.1. Upon the termination of this Agreement, the rights granted to CLIENT NAME pursuant to this Agreement, will automatically terminate.
- 10.2. All payments owing from CLIENT NAME to SUPPLIER will become immediately due and payable upon termination.
- 10.3. The Parties shall at all times thereafter refrain from any conduct that would be inconsistent with or likely to cause confusion with respect to the nature of their business relationship.
- 10.4. CLIENT NAME will not make or retain any copies or samples of any confidential information which may have been entrusted to it in the course of performing its obligations pursuant this Agreement.

## **11. FORCE MAJEURE**

- 11.1. Neither Party to this Agreement shall be considered in breach due to delay in performing any of its obligations if such delay is resulting from any events beyond the reasonable its reasonable control, including, but not limited to, acts of God, acts of war, blockades, revolutions, strikes, riots, terrorism, or the like event (the **Force Majeure Event**).
- 11.2. Any Party herein claiming a Force Majeure Event shall notify the other party of the occurrence of the Force Majeure Event and its nature without delay and in no event later than fourteen (14) days from its occurrence. Failure to notify the other party within the said period shall constitute a waiver of the right to claim the event in question as a Force Majeure Event under this Agreement.
- 11.3. In case of delay in performance of obligations due to a Force Majeure Event, the Party in delay shall be entitled to an extension of time equivalent to the period within which the Force Majeure Event remains operative. If a Force Majeure Event continues for six months, the Parties shall agree on the necessary arrangements for the further implementation of this Agreement. If such further implementation is found to be impracticable, then the Parties shall agree on the termination this Agreement, and all other necessary arrangements.

## **12. AMENDMENTS**

This Agreement may not be modified or amended except by a written agreement signed by the Parties.

## **13. ASSIGNMENT**

- 13.1. The CLIENT NAME shall have no right to assign any of its rights or delegate its obligations under this Agreement without the prior written consent of SUPPLIER. Any assignment or delegation attempt without such written consent shall be void and of no legal effect whatsoever.

13.2. The SUPPLIER may assign its rights and obligations under this Agreement without CLIENT NAME's consent.

13.3. This Agreement shall be binding upon the Parties' respective successors and permitted assigns.

**14. NOTICES**

All notices shall be in writing, in English, and sent to the addresses first before written. Each Party shall notify the other Party of any change in its address, otherwise all correspondence and procedures taken shall be considered correct and legal.

**15. APPLICABLE LAW**

This Agreement is governed by Egyptian Law.

Any dispute arising out of the execution, interpretation or termination of this Agreement shall be exclusively settled by the competent Egyptian Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two counterparts in English language.

**FOR THE SUPPLIER**

**Name & Title Of Legal Authorized**

Signature: -----

**FOR THE CLIENT'S NAME**

**Name & Title Of Legal Authorized**

Signature: -----

The Partner acknowledges that he is acquainted with and adheres to EMB ELECTRICAL INDUSTRIES SAE sustainable development and business ethics requirements, as set out in the Charter of Fundamental Principles, in the Guide to Good Business Practices and in the Charter for Fair Competition, which is available on the Legrand Group's Website-<http://www.legrandgroup.com/EN/>

The Partner undertakes to comply with EMB ELECTRICAL INDUSTRIES SAE sustainable development policy especially regarding environmental protection, compliance with social and labor applicable rules and policies, occupational health and safety of its employees, ethical conduct in business relationship and more specifically prevention of corruption and compliance with competition rules.

In terms of prevention of corruption, EMB ELECTRICAL INDUSTRIES SAE expects the Partner to reject corruption in all its forms, whether public and private, active or passive. To this end, the Partner undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption of each country he is established in and/or he operates in.

In terms of competition law, EMB ELECTRICAL INDUSTRIES SAE expects the Partner to reject every unfair or anti-competitive practice and to demonstrate a law-abiding behavior towards its competitors, its customers and its suppliers. To this end, the Partner undertakes to comply with all applicable national and international laws and regulations relating to fair competition of each country he is established in and/or he operates in.

The Partner undertakes to observe and to implement within its group principles of good business practices equivalent to those described in the Fair competition Charter of the EMB ELECTRICAL INDUSTRIES SAE especially concerning prohibited vertical agreements, abuse of market power or exchanging of privileged information with competitors.

The Partner undertakes to comply with all laws and regulations on Embargoes, economic, commercial or financial sanctions or restrictive measures applied by France, the United States, the European Union or any other applicable national legislation ("Embargoes") and to obtain all licenses, shipping documents and authorizations required for the resale, export or re-export of EMB ELECTRICAL INDUSTRIES SAE products.

Accordingly, the Partner agrees not to:

- export or re-export the Products to a country which is prohibited or subject to restrictions, without having obtained all necessary authorizations from the French, European or American authorities or those of any other country that imposes restrictions.

- supply the Products to persons, organizations or entities subject to restrictions by France, the European Union or any other country; or to persons, organizations or entities about which there are reasons to believe that they fail to comply fully with the national or international regulations in force.

- export or re-export the Products for the purpose of using them in sectors that are prohibited or subject to restrictions by the law and Embargoes regulations.

- issue or collect any financial flows without having previously notified and/or obtained the necessary authorizations from the competent authorities.

يقر الشريك التجارى بأنه على دراية بمتطلبات ليغراند المتعلقة بالتنمية المستدامة وأخلاقيات العمل، كما هو يقر الشريك التجارى بأنه على دراية بمتطلبات ليغراند المتعلقة بالتنمية المستدامة وأخلاقيات العمل، كما هو مبين في ميثاق المبادئ الأساسية، ودليل الممارسات التجارية الجيدة، وفي ميثاق المنافسة العادلة، وهو متاح على موقع الشركة - <http://www.legrand.com/EN/>

يتعهد الشريك التجارى بالامتثال لسياسة التنمية المستدامة ل EMB Electrical industries SAE للصناعات الكهربائية وخاصة فيما يتعلق بحماية البيئة والامتثال للقواعد والسياسات الاجتماعية والعمل المعمول بها والصحة والسلامة المهنية لموظفيها والسلوك الأخلاقي في علاقة تجارية وبشكل أكثر تحديداً منع الفساد والامتثال للمنافسة قواعد.

وفيما يتعلق بمنع الفساد، تتوقع EMB Electrical industries SAE أن يرفض الشريك التجارى الفساد بجميع أشكاله، سواء كانت عامة أو خاصة، نشطة أو سلبية. وتحقيقاً لهذه الغاية، يتعهد الشريك التجارى بالامتثال لجميع القوانين واللوائح الوطنية والدولية السارية المتعلقة بمنع الفساد في كل بلد يقيم فيه و / أو يعمل فيه.

وفيما يتعلق بقانون المنافسة العادلة، تتوقع EMB Electrical industries SAE أن يرفض الشريك التجارى كل ممارسة غير عادلة أو منافسة للمنافسة وأن يثبت سلوكاً يحترم القانون تجاه منافسيه وعملائه ومورديه. وتحقيقاً لهذه الغاية، يتعهد الشريك التجارى بالامتثال لجميع القوانين واللوائح الوطنية والدولية السارية المتعلقة بالمنافسة العادلة لكل بلد أنشأه و / أو يعمل فيه.

يتعهد الشريك التجارى بمراعاة وتنفيذ مبادئ ممارسات العمل الجيدة في إطار مجموعته بما يماثل تلك الموصوفة في ميثاق المنافسة العادلة ل EMB Electrical industries SAE للصناعات الكهربائية وخاصة فيما يتعلق بالاتفاقيات الرأسية المحظورة أو إساءة استخدام القوة السوقية أو تبادل المعلومات المتميزة مع المنافسين.

ويتعهد الشريك التجارى بالامتثال لجميع القوانين واللوائح المتعلقة بفرض الحظر أو الجزاءات الاقتصادية أو التجارية أو المالية أو التدابير التقييدية التي تطبقها فرنسا أو الولايات المتحدة أو الاتحاد الأوروبي أو أي تشريع وطني آخر مطبق ("الحظر") والحصول على جميع التراخيص، وثائق الشحن والتراخيص المطلوبة لإعادة بيع أو تصدير أو إعادة تصدير منتجات EMB Electrical industries SAE . وبناء على ذلك، يوافق الشريك التجارى على عدم:

- تصدير أو إعادة تصدير المنتجات إلى بلد محظور أو يخضع لقيود، دون الحصول على جميع التراخيص اللازمة من السلطات الفرنسية أو الأوروبية أو الأمريكية أو تلك الخاصة بأي بلد آخر يفرض قيوداً.

- توريد المنتجات للأشخاص أو المنظمات أو الكيانات الخاضعة لقيود من فرنسا أو الاتحاد الأوروبي أو أي بلد آخر؛ أو للأشخاص أو المنظمات أو الكيانات التي توجد أسباب تدعو إلى الاعتقاد بأنها لا تمثل امتثالاً كاملاً للوائح الوطنية أو الدولية المعمول بها؛

- تصدير أو إعادة تصدير المنتجات بغرض استخدامها في قطاعات محظورة أو خاضعة لقيود بموجب القانون وأنظمة الحظر؛

- إصدار أو جمع أي تدفقات مالية دون إخطار مسبق و / أو الحصول على التراخيص اللازمة من الجهات المختصة.

ويكون الشريك التجارى مسؤولاً عن الحصول على جميع التراخيص أو التراخيص وفقاً لما تقتضيه لوائح التصدير وضمانات بعدم تحمل البائع المسؤولية عن أي حق يتعلق به. ويجوز للبائع أن يوقف التزاماته وحقوق الشريك التجارى إلى حين منح التراخيص والضمانات أو لفترة هذه القيود أو الحظر. وفي جميع الأحوال، يكون البائع قادراً على إلغاء الأمر دون أن يترتب عليه أي مسؤولية أياً كان فيما يتعلق بالشريك التجارى أو المستخدم النهائي.





## Schedule 2 – Products Specifications