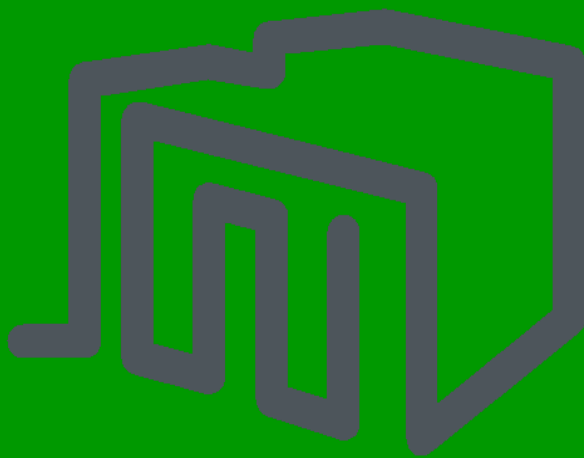


LGW14-DH10 Woking Chillers & CRAH's Units

Schneider Electric Proposal



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Proposal No	OP-160909-5209114
Revision	2
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1. COMMERCIAL OFFER

Schneider Electric IT UK Limited, or any of its affiliates that Company may be doing business with (hereinafter either collectively or individually referred to as "SE IT"),

1.1 Scope of Works

1.1.1 Equipment - Chillers

Supply only of **4No. TRAF2342 model**, external air cooled **free-cooling** chillers as detailed in the technical data sheets (see section – 2.1) including the following features:

- Standard ATS (15kA) included.
- 8 Hole flanged connections
- Free-cooling circuit inc. free-cooling circuit pump
- Low ambient fan speed control
- Microprocessor based control system
- Dual power supply
- Scroll compressors
- R410A refrigerant
- Electronic expansion valve
- Refrigerant HP & LP switches
- Stainless steel brazed plate evaporator
- Factory fitted water flow differential pressure switch
- Twin integral pumps (run & standby)
- Single Inverter drive to pumps
- Integral buffer tank
- Standard colour
- Power supply from Chiller to CRACs
- Ultracap
- PFC including cut out
- Status contacts
- AV Mounts
- Part time Project Management
- Standard product installation manuals

1.1.1.1 COMMISSIONING OF THE CHILLERS

To start-up the above detailed unit(s) during normal working hours in accordance with SE IT approved procedures assuming safe access to unit(s) and any necessary equipment required to allow such access is provided by others, a minimum of 3 units are available simultaneously, that the site is fully prepared in advance and excluding the following:

Commissioning exclusions:

- Water side balance
- Heat load, IST, black building tests etc.
- Other procedures or specifier's documentation

1.1.1.2 DELIVERY OF THE CHILLERS

The above price includes a single direct shipment of all equipment from our factory to job site during normal working hours immediately after completion of manufacturing (offloading by others). Maximum time on site 2 hours (demurrage will be charged if this is exceeded). Truck(s) would be articulated with 13.6m covered trailers with roll back roof for crane access and loaded in the most economical way. Should storage, indirect or individual delivery be required there would be an additional charge.

1.1.2 Equipment - CRACS

Supply only of **8No. TDCV4300** model, single coil chilled water units as detailed in the technical data sheet (see section – 2.2) including the following features:

- Bottom connection
 - 8 Hole flanged connections
 - Down-flow configuration (top return)
 - Cooling only
 - Microprocessor based control system
 - Dual power supply
 - (E.C. energy saving) Backward curved fans
 - EU4 filter and dirty filter alarm
 - Volt free contacts for remote alarm indication
 - 3 way chilled water modulating valve
 - Automatic Floor Pressurization System (AFPS) including 1 x remote sensor***
 - Standard indoor unit colour
 - Part time Project Management
 - Standard product installation manuals
- Open adjustable base-frame, 750mm high (supplied loose, to be fitted and leveled by others)

***AFPS underfloor / in-space termination units & connecting tubing to be fitted by others. Unit interconnecting LAN cable to be supplied & fitted by others. Maximum of 10 units in a group.

1.1.2.1 START-UP (CRAC UNITS)

To start up the above detailed units during normal working hours in accordance with SE IT approved procedures assuming safe access to all units and any necessary equipment required to allow such access is provided by others, a minimum of four units are available simultaneously, that the site is fully prepared in advance and excluding the following:

1.1.3.1.1 Commissioning exclusions:

- Water side balance
- Refrigerant charge or charging of systems
- Heat load tests or equivalent
- Other start up procedures or specifier's documentation

1.1.2.2 DELIVERY OF THE CRAC UNITS

Single kerbside delivery to site during normal working hours, time allowed for offloading 2 hours (**offloading by others**, timed/out of hours or split delivery extra, HIAB available at additional cost, POA)

1.2 Project Management

The project management service allows for the following scope:

- Standard/generic Schneider Electric IT method statements/risk assessments.
- Standard Schneider Electric IT Start-up documentation.
- Standard/Generic Schneider Electric IT Installation & User Guides (supplied with equipment and available on the Schneider Electric IT website).
- Standard/generic Schneider Electric IT equipment drawings (available on the Schneider Electric IT website).

1.3 Solution Price Schedule – Cooling Solution

This proposal has been based upon the earlier design quoted to the customer and correspondence with SE IT account manager Graham Evans.

System Description : DH10 Cooling Requirement	Total Price (Nett)
4no. Schneider Electric model TRAF2342 external air cooled free-cooling chiller(s)	£ 176,070.00
Delivery of Chillers	£ INC
Start-Up of Chillers	£ 5,040.00
8no. Schneider Electric model TDCV4300 single coil chilled water unit(s) including base frame	£ 97,699.00
Delivery of CRAC Units	£ 2,950.00
Start-up of CRAC Units	£ 3,780.00
AFPS Start-Up	£ 541.00
Total Hardware Price (Without Options) Nett	£286,080.00
Optional – Chillers - Anti-freeze heating to evap , pumps & buffer tank for 4 modules. Cost per Module is £202.00.	£ 808.00
Optional - CRAC's – Two sets of replacements filters (delivered with CRAC Units but installed by others). Cost per Unit is £ 354.00.	£ 2,832.00
Total Price (Including all Options) Nett	£ 289,720.00
Additional Optional - Witness Testing of Chiller	£ 10,500.00
Additional Optional - Witness Testing of CRAC Unit	£ 6,300.00
SE Engineer on site during normal working hours Mon- Fri.	£850.00 Day rate

Notes:

- Costs based on all works carried out in normal working hours Mon-Fri
- The delivery services are based on kerbside delivery and excludes any off-load and positioning.

1.4 Exclusions

- Any storage costs due to delay beyond scope of works of SE IT will be additional charge to the System total (section 1.2)
- Main Contractor's or any other discounts
- Value Added Tax
- Installation or associated materials
- System design responsibility
- Spare parts or service/maintenance
- Certified testing of any electrical installations
- Isolation or balancing valves, test points, strainers, water pressurisation equipment etc
- Glycol (chiller supplied 'dry')
- Condensate pumps
- Fitting, positioning or wiring of any items described as 'supplied loose' or 'kit'
- Off-loading and positioning
- Lifting tubes, spreader bars or any other lifting equipment
- Heat load for start-up
- BMS interface or any associated attendance
- LAN cabling or connection
- Heat load or performance tests, certificates or any associated costs
- Assembly of base-frame/ floor stand kits
- Any purchaser's terms or conditions of purchase
- Manuals/drawings/RAMS etc. other than our standard documents
- Retention, LAD's & performance bonds
- Any item not mentioned

1.5 Basis of the SE IT Offer

This document will define the proposed scope of works and associated commercial details of the solution.

1.6 Terms & Conditions

The proposal and pricing is submitted in accordance with SE IT's standard terms and conditions, which are shown in the Appendix. SE IT will not enter into any contractual agreement using alternative Terms and Conditions without prior agreement. This proposal supersedes all other previous proposals or offers. SE IT reserves the right to change the design of all items to improve designs and operation. Delivery dates will be subject to confirmation at the time of placing an order and until SE IT has been formally acknowledged this date. SE IT will have no responsibility for any liability arising from a change of delivery. No amendments to this offer shall become effective until incorporated into a written agreement by SE IT.

1.7 Price Basis

The prices quoted are on the basis of a fixed & firm price. Please note that where a breakdown of prices has been provided, the offer is not capable of being accepted in part without further discussions. The prices quoted are exclusive of VAT, which will be added at the time our invoice is submitted.

1.8 Warranty

12 months from date of start-up or 15 months from date of delivery or availability, which ever is the sooner - parts only (subject to receipt of full payment)

Our warranty is subject to unit start-up by us in accordance with our standard procedures and maintained by us or an approved maintenance company.

1.9 Validity Period

Our quotation is open for acceptance for a period of 30 days from the date of this document.

We reserve the right to amend the pricing for the works if there is a +/- of 3% change on the exchange rate currently calculated at **1.16 Euro** to GBP and at **1.30 Dollar** to GBP

1.10 Delivery / Programme

Based on present factory loading, lead time of 7-9 working weeks from receipt of order and all details necessary to proceed subject to confirmation at time of ordering.

Please note that the August/ Xmas holiday period & associated supplier closures may affect lead times.

1.11 Ordering process

When ordering please address you order to the following Schneider entity and address

Schneider Electric IT UK Limited
Key Point
3 - 17 High Street
Potters Bar
Hertfordshire
EN6 5AJ

Please can we request that your order is submitted electronically via our Order Management inbox omapcuk@apcc.com or to the above postal mail address.

2. TECHNICAL DATA – CHILLER

UNIT TYPE		Air cooled chiller with free cooling
MODEL/VERSION SELECTED		TRAF2342
Chilled water temperature	Flow	18 °C
	Return	25 °C
Ambient temperature		35.8 °C
Ethylene Glycol antifreeze		25 %
Gross Cooling capacity		265 kW
Water flow rate		9.8 l/s
No. of cooling circuits/compressors (each unit)		2/4
No. of capacity steps		4
Compressor type		Hermetic scroll
Refrigerant type		R410A
Condenser air flow		19.5 m³/s
No. of fans		4
Fan type		axial
Total power absorbed		79 kW
Net Energy Efficiency Ratio		3.35
On-board pump set		run&standby
Available external static		211 kPa
Power absorbed		4.6 kW
Optional buffer tank		550 litres
Power supply		400/3/50 V/ph/Hz
Base unit run current		127 Amps
Base unit full load current		203 Amps
Optional pump full load current		8.9 Amps
Dimensions	length	5562 mm
	width	1151 mm
	height	2255 mm
Dry Weight		
Base unit		2645 kg
Incl. optional pump set		3884 kg
Incl. optional pump set & buffer tank		3053 kg
Recommended clearances* (may be reduced subject to specific site conditions)	sides (each)	1500 mm
	control panel end	1500 mm
	pump end	1000 mm
Water connections		3" Victaulic
Sound pressure level (Free field)**		dB(A) 57.5 @ 10m

* If 2 of the following 3 clearances are at their minimum limit then it is recommended that the third is at least three times the minimal limit listed above

Data subject to measurement tolerances prescribed in EN 14511 and EN ISO 3744 standards

**Sound level is measured in free field conditions on coil side at nominal working conditions with direction factor Q=2

Level excludes the effect of any optional pumps fitted.

3. TECHNICAL DATA – CRAH

UNIT TYPE		Chilled water downflow
MODEL/VERSION SELECTED		TDCV4300
Return air	dry bulb temperature	35 °C
	relative humidity (not controlled)	30±10 %rh
Supply air	dry bulb temperature	22.4 °C
Chilled water temperature	flow	18.0 °C
	return	25.0 °C
Ethylene Glycol antifreeze		25 %
Total cooling capacity at coil		131.9 kW
Sensible cooling capacity at coil		131.9 kW
Net sensible cooling capacity		124.9 kW
Sensible heat ratio		1.00
Chilled water flow rate		4.83 l/s
Coil pressure drop		40 kPa
Valve pressure drop		19 kPa
Air pattern		downflow
Air volume		8.58 m³/s
External static pressure		20 Pa
No. of motors		3
No. of fans		3
Fan type		backward curved centrifugal with e.c. motor
Drive system		direct drive
Fan motor power absorbed		7.0 kW
Filter efficiency		EU4
Heating type		None
Heating capacity		N.A. kW
Humidifier type		None
Humidifier capacity		N.A. kg/h
Power supply		400/3+N/50 V/ph/Hz
Unit run current		10.6 Amps
Full load current		15.0 Amps
Dimensions	width	2580 mm
	depth	865 mm
	height	2175 mm
	weight	820 kg
Sound pressure level (Free field) dB(A)		62.0 @ 2m

Please note that all sound levels are measured 1.0m above floor level. Downflow unit levels are based on normal working conditions supplying air to a 300mm deep floor and exclude the effect of floor grilles.

For unit with base discharge plenum (instead of supply into floor void) add 6dB.

*Neutral may not be needed depending on exact unit configuration. See wiring diagram for details.

** Excludes height of optional plenum/ floor stand

Data subject to measurement tolerances prescribed in EN 14511 and EN ISO 3744 standards

Uniflair has a policy of continuous innovation and reserves the right to amend data without prior notice.

STRICTLY CONFIDENTIAL

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Schneider Electric IT UK Limited
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Potters Bar, EN6 5AJ
Hertfordshire
United Kingdom

Questions about this document?

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Website www.schneider-electric.com/uk

4. Why should you choose Schneider?

“Service support provided directly from Schneider the OEM with all the associated benefits this brings across all its business streams offering Lifecycle support”

Total UK and Ireland services coverage from a company with a long standing history, originally formed in 1836 Le Creusot France, the first UK office was registered in 1978.

Schneider's current business streams include:

Infrastructure	Energy Automation, MV equipment, HV&MV Transformers, Software.
Industry	Control, Connectivity, HMI, Motion & drives, Machine solutions, Sensors.
Power	Energy management solution, Final Distribution, LV equipment, enclosures, Power factor correction, LV transformers.
Building	Building control & management systems, emergency lighting, CCTV, Access control, Network connectivity.
IT	Data centre solutions, UPS, Cooling, renewable energies.



4.1 Original Equipment Manufacturer (OEM)

Schneider has diversified its industry base and growth becoming an OEM as it acquired globally known brands such as Merlin Gerin, Square D, Telemecanique, GEC, GEC Alsthom, Yorkshire Switchgear and AREVA to name but a few to continually strive to offer its customers premium products and services from a single source offering both technical & cost benefits to its customers .

Schneider dedicates / puts back over 5% of sales to research and development enabling over 29,000 Ecofit solutions to obsolete switchgear and innovative Building Management System (BMS) monitoring software solutions pro-longing customer current asset life and investments.

4.2 Schneider UK Field Services overview at a glance

“As the OEM Schneider Services Engineers can provide increased maintenance levels, up to level 4, utilising diagnostic tool technology developed to enhance the equipment operational performance to its customers”

**4500+**

Service contracts

**4000+**

Sites managed

**500+**

Employees

**350+**Field Service
Engineers**24/7/365**

Bureau Support

**6 x Multi-Tech
Service Centres**(UPS, Power, Cooling,
MV, LV, BMS, Automation)**National
Coverage**

Schneider is a global company; in the UK across all its businesses we have 4500 employees with Services being a key element offering support services across all these business to its customers.

Schneider has the capabilities and competencies both globally and in the UK across all its businesses to offer cross business technology and services to provide solutions & complete lifecycle support to its customers.

5. Digital Realty Working Value Proposition

“Complete peace of mind throughout the entire lifecycle management of your assets”

With exclusively developed multi technology services, national and international support networks and as the manufacturer of an extensive range of technologies (LV/MV, Critical Power & Cooling, Building Management System and Process Automation), Schneider Electric is uniquely positioned to offer best in class services and support for your complete asset management lifecycle.

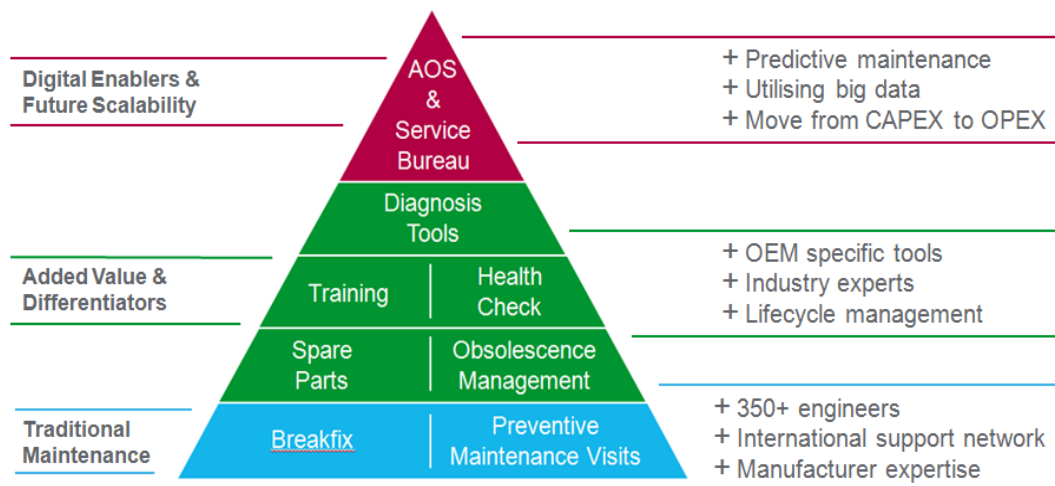
“Value Proposal of Schneider Electric”

As a multi-billion pound international organisation, Schneider Electric delivers a range of value propositions to our customers unmatched in the market. And by understanding our customers' needs, we relieve the pains, enable the gains and deliver market leading value through our services.



Schneider Electric will deliver total value to the customer with the 3 pillars of our service contract:

- > Standard maintenance
- > Added value and differentiators
- > Digital enablers and future scalability



Complete peace of mind throughout the entire lifecycle management of your assets

APPENDIX 1: Schneider Electric Limited, Schneider Electric IT UK Limited, Schneider Electric Ireland, General Terms of Sale

I - Generalities

1.1 These General Terms of Sale ("Terms") shall govern any offer made by Schneider Electric Limited, Schneider Electric IT UK Limited., Schneider Electric Ireland or Schneider Electric IT Logistics Europe Limited. ("Seller"), and all resulting contracts entered into by the Seller with any buyer (the "Buyer").

1.2 These Terms shall apply exclusively. Any diverging, contrary or complementary general terms and conditions of Buyer shall only become a part of the contract if and to the extent Seller has expressly consented to their validity. This consent requirement shall apply in any case, i.e. where Seller makes a delivery without reservation to the Buyer even though Seller is aware of the Buyer's general terms and conditions.

1.3 The Buyer hereby warrants and represents to the Seller, that it is a business customer acting in the course of a business and is not a consumer, for sales made by Schneider Electric Ireland or Schneider Electric IT Logistics Europe Limited., within the meaning of the Sale of Goods and Supply of Services Act 1980 and without prejudice to the generality of the foregoing and provisions of Section 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 the offer or any resulting contracts and for sales made by Schneider Electric Limited or Schneider Electric IT UK Limited., with the meaning of the Sale of Goods Act 1979 and without prejudice to the generality of the foregoing and provisions of Section 13, 14 and 15 of the Sale of Goods Act 1979.

II – Purpose and scope

2.1 Unless the Seller provides Buyer with a specific quote in writing, the applicable prices are those appearing in the Seller's price lists in force on the date when the order is placed. In the case of a specific quote issued by the Seller, the prices and terms and conditions of that quote relate exclusively to the products (specifications and quantities) which are specified therein and they remain valid for one month, unless expressly stipulated to the contrary.

2.2 The Seller reserves the right to make any changes at any time, in particular in respect of the format, shape, colour, dimensions or materials, to the products, representations,

descriptions and specifications of which are set forth in its catalogues and prospectuses.

III – Concluding sales

3.1 The contract shall be effective upon express and unreserved acceptance of the order by the Seller. Any change to these Terms shall not be valid unless accepted by the Seller in writing.

3.2 The individual contract under these Terms shall become effective upon the Seller's acceptance of the order as provided in Article 3.1, provided however, that in the event that any of the following conditions have been written in to the quote by the Seller or in the correspondence from the Seller, the Seller's obligations under the individual contract shall not commence until that condition has been satisfied:

3.2.1 The Seller requires a down payment from the Buyer;

3.2.2 The Seller requires a Letter of Credit from the Buyer under terms acceptable to the Seller; and/or

3.2.3 Any other Special Conditions of which the Seller has made the Buyer aware.

3.3 Seller shall have the right to claim delay, an extension of time and loss and/or expense if the Buyer does not meet the conditions in Article 3.2.1, 3.2.2 or 3.2.3 if such conditions are notified to the Buyer by the Seller. If such conditions remain unfulfilled thirty (30) days after the individual contract has become effective then, Seller shall have the right to terminate the contract without any further obligations or any liability for damages.

IV – Intellectual property and confidentiality

4.1 Under no circumstances is the Seller bound to provide its manufacturing and product-implementation plans, even if the products are delivered with an installation diagram. The designs, documents and codes forwarded to the Buyer, if any, shall remain Seller's sole property and are strictly confidential.

4.2 The technology and know-how, whether patented or not, which is incorporated into the products and all the industrial and intellectual property rights related to the products are, and shall remain, the exclusive property of the Seller, and any information pertaining thereto shall be considered by the Buyer as being strictly confidential, including the information

set forth in the drawings and documents which may be provided to it.

Consequently, the Buyer undertakes not to communicate said information, whether willingly or not, to any third party and further undertakes to only use it for the products' operating and maintenance requirements. Any right for the Buyer or any third party appointed by the Buyer to manufacture spare parts, or to have such spare parts manufactured, is hereby excluded.

The terms and conditions for using software and databases are set forth in the licences which accompany them.

However, regarding third party's technology, such as software embodied in the products ("Program"), the Buyer is granted a non-exclusive, non-transferable and permanent right to use the Program for the sole purpose of using the products for the use for which they are intended.

The Buyer undertakes to comply with the terms of the offer and in particular with the instructions for use of the Program or Seller's technology contained in any furnished documentation as the case may be.

Consequently, the Buyer undertakes and shall not copy, reproduce, decompile, reverse engineer, disassemble or otherwise seek to reconstitute the source-code of the Program or the Seller's technology. The Buyer shall indemnify the Seller from each and all claims made by third parties, in particular for damages, arising out of a breach of the aforementioned obligations of the Buyer.

4.3 The Buyer will indemnify, keep indemnified and hold the Seller harmless in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which the Seller incurs or suffers directly or indirectly in any way whatsoever as a result of or in connection with a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Buyer's obligations under this Article 4.

V - Prices – Terms of payment - Taxes

5.1 The prices are expressed exclusive of taxes (in particular VAT), whether payable in

England or Ireland, or in the country of delivery of the products.

5.2 The conditions and terms of payment are specified in the order confirmation/agreement. Otherwise, the products and/or services are fully payable thirty (30) days from the end of the month in which the Seller submits an invoice and payment shall be made in England for Schneider Electric Limited or Schneider Electric IT UK Limited. and Ireland for Schneider Electric Ireland or Schneider Electric IT Logistics Europe Limited., free of any charge for the Seller. The Buyer shall obtain the Seller's acceptance of the terms of the L/C and of the confirming bank before issuance. Owing to the management costs borne by the Seller, a minimum invoicing amount of £150 for Schneider Electric Limited or Schneider Electric IT UK Limited. and € 150 for Schneider Electric Ireland or Schneider Electric IT Logistics Europe Limited. shall apply to all sales.

5.3 In case of any delayed payment, the Seller shall have the right to claim from the Buyer payment of interest on the overdue amount at the rate of four percent (4%) per annum above Barclay's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.

5.4 Failure to pay an instalment on the due date shall automatically cause all amounts owed by the defaulting Buyer to become payable. Moreover, the Seller reserves the right to suspend its own obligations until receipt of full payment of the payable amount has been received by the Seller.

5.5 Should the delay in payment exceed thirty (30) days, the Seller may, after a grace period of eight (8) days from the receipt of Seller's formal notice, cancel the contract, however without prejudice to the statutory rights of the Seller.

5.6 The foregoing provisions shall apply without prejudice to any and all damages which may be claimed by the Seller.

VI – Delivery – Shipping

6.1 Unless provided to the contrary, deliveries are deemed as having been made once the products are made available at the Seller's factory or warehouses (Ex-works, ICC Incoterm in force on the date of the order).

6.2 If the Buyer does not take possession of the products on the scheduled delivery date, the Seller may automatically cancel the sale without formal notice and without prejudice to any and all damages to which the Seller shall

be entitled. Should the Seller not exercise this right, the Buyer shall remunerate the Seller for expenses incurred for the products handling and warehousing expenses until it takes possession thereof.

6.3 As from delivery, the Buyer assumes all the risks relating to the possession, custodianship and/or use of the products as per the applicable Incoterm, and shall from said date be liable for any damages caused to the products.

6.4 The Seller will be entitled, at its discretion, to deliver the products by separate instalments. The Seller will be entitled to invoice the price for each instalment separately in accordance with Article 5. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Buyer the right to cancel or terminate any other contract.

VII – Delivery Periods – Liquidated damages

7.1 Delivery periods are provided as an indication unless the Seller expressly accepts firm deadlines. The Seller will use reasonable efforts to make the goods available for collection on the estimated delivery date notified to the Buyer but time for delivery of the goods will not be of the essence of the contract.

7.2 The delivery periods start as from the last of the following dates: (i) the Seller's unreserved acceptance of the order; (ii) the Seller's receipt of certain information which the Buyer is responsible for providing and which is essential to execute the order; (iii) receipt of the down payment which the Buyer undertakes to pay, in accordance with the sales agreement, or in case the price for the products is to be paid by Letter of Credit, on the date on which a Letter of Credit acceptable to the Seller is notified and confirmed, as the case may be, to the Seller.

7.3 The Seller is automatically discharged from any commitment relating to delivery periods in the event of force majeure or events occurring in the Seller's premises or in those of its suppliers which may disrupt the organisation or business activity of the company such as, for example, act of God, lock-outs, war, insurrection, riot, civil commotion, act or threat of terrorism, embargos, lightning, earthquake, fire, flood, storm, or extreme weather condition, theft, malicious damage, strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person), breakdown or failure of plant or machinery or

machinery accident, scraping parts in the process of being manufactured, inability to obtain essential supplies or materials, interruption or delay in transportation or the procurement of raw materials, energy or components, any failure or default of a supplier or sub-contractor of the Seller or any other event outside the control of the Seller or its suppliers.

7.4 In the event of a delay in delivery, when a firm deadline has been accepted and in the absence of provisions to the contrary, the Seller shall be liable to the Buyer for discharging liquidated damages of zero point five (0.5) % of the ex-works price of the products, solution, system or service for which the delivery is delayed for each full week of delay following a one-week grace period, it being hereby stipulated that the amount of these liquidated damages shall not, in all cases, exceed five (5) % of the amount of the price. The aforesaid liquidated damages shall constitute the sole remedy of the Buyer in the event of delays and shall only be payable by Seller if the delay is exclusively attributable to the Seller.

VII – Delivery Periods – Liquidated damages

8.1 The Seller retains legal and beneficial ownership of the products, as defined in the offer/sales agreement, until receipt of full payment of the whole price (principal amounts and incidentals) of said products and all other sums which are or which become due to the Seller from the Buyer on any account whatsoever.

8.2 Until ownership of the products has passed to the Buyer, the Buyer will:

8.2.1 hold the products on a fiduciary basis as the Seller's bailee;

8.2.2 store the products (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;

8.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the products;

8.2.4 not, without the Seller's prior written consent, annex any products to its premises; and

8.2.5 maintain the products in satisfactory condition.

8.3 The Buyer may use and resell the products in the ordinary course of its business before ownership has passed to it, provided that the

Buyer will be permitted to make sales solely on the following conditions:

8.3.1 any sale will be effected at full market value;

8.3.2 any sale will be a sale of the Buyer's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale;

8.3.3 the Buyer will include a retention of title clause in the form of this Article 8 in its sale contract with its customer..

8.4 The Buyer's right to possession, use and resale of the products will terminate immediately if, before ownership of the products passes to the Buyer in accordance with condition 8.1:

8.4.1 the Buyer becomes Insolvent;

8.4.2 the Seller gives the Buyer written notice that it has any reasonable concerns regarding the financial standing of the Buyer;

8.4.3 the Buyer is in breach of any of its obligations under this Agreement or any other contract between the Seller and the Buyer;

8.4.4 the Buyer encumbers or in any way charges any of the products; or

8.4.5 the Terms Sale expire or terminate for any reason.

8.5 The Seller will be entitled to recover payment for the products (including by way of an action for the price) notwithstanding that ownership of any of the products has not passed from the Seller.

8.6 The Buyer grants, and will procure that the owner of any third party premises grants, the Seller, its agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the products are or may be stored in order to inspect them, or, where the Buyer's right to possession, use and resale has terminated, to recover them.

8.7 If the Buyer's right to possession, use and resale of the products terminates in accordance with Article 8.4, the Seller will be entitled to issue the Buyer with a credit note for all or any part of the price of the products together with VAT thereon;

8.8 If the products have been processed or incorporated in other equipment, the Seller shall own a lien on the processed products or on the equipment into which products have been incorporated until full payment of the price. The Buyer undertakes to mention the existence of this reservation of title to third parties to whom/which it may sell the products either "as is" or incorporated in a system.

8.9 Should products be returned under this Article, any down payments received by the Seller shall be acquired by it, without prejudice to any and all damages which the latter may claim.

8.10 The Seller's rights contained in this Article 8 will survive expiry or termination of these Terms however arising.

IX – Packaging

The prices set forth in the offer are understood as being for Seller's standard packaging. Any request from the Buyer for packing modification other than that which the Seller usually uses shall be charged to the Buyer. Under no circumstances shall the Seller take back packaging.

X – Carriage – Customs

Unless provided for to the contrary in the offer, the products are sold ex-works (refer to Article 6.1). Consequently, the Buyer is responsible for carriage, insurance and/or customs' clearance, if any.

XI –Environmental regulations

11.1 Removal & disposal of product waste

The party possessing the waste is responsible for removing and disposing it or for having it removed and disposed. For the commercial use of electrical and electronic equipment (hereinafter "EEE") which are subject to the European Directive 2002/96/EC dated January 27, 2003, and European Directive 2006/66/EC dated September 6, 2006 and resulting implementation regulation, the organisational and financial responsibility for the removal and processing of waste originating from this EEE marketed after 13 August 2005 is transferred to the Buyer who accepts this responsibility. The direct Buyer undertakes to assume responsibility, on the one hand, for the collection and removal of waste originating from the EEE subject to the sale and, on the other hand, for their processing and recycling. The Buyer's failure to comply with these obligations may lead to the application, among other sanctions, of the criminal sanctions provided for by each member state of the European Union.

11.2 Provisions applicable to REACH chemical substances

11.2.1 For products delivered after publication of the list of candidate substances for authorisation within the meaning of the REACH Regulation no. 1907/2006 and its updates, and in accordance with Article 33, paragraph 1, of said Regulation, the Seller shall inform the Buyer via its www.schneider-electric.com

website of the presence of said candidate substances in a concentration above 0.1% weight for weight (w/w) compared to the total weight, in order to ensure use of said product in total safety. Via this same website, the Seller shall inform the Buyer, once it is aware thereof, of changes to the composition of the products / items in question.

11.2.2 The Seller hereby warrants that the substances, whether alone or contained in preparations or products which it has incorporated for the production run in question have been used in accordance with the provisions relating to registration, authorisation and restriction.

XII – Warranty

12.1 Defects covered by the warranty
The Seller undertakes to remedy any defective operation of the products which originates from a defect in design, materials or workmanship, provided however that Seller's obligation shall not apply if:

12.1.1 the products have not been maintained according to Seller's instructions, or absent said instructions, according to the most common practice in the relevant field, or

12.1.2 defective operation results from improper storage conditions, or

12.1.3 defective operation results from non compliance with Seller's instructions for installation or energizing.

All warranties are also excluded for consumables and replacement or repair work which may result from normal wear-and-tear of the products, damage or accidents owing to insufficient monitoring of the products or use thereof which is non-compliant with their purpose and/or the Seller's instructions and, more generally, for any incident for which the Seller is not liable. The warranty may not apply if changes or additions are made to the products by the Buyer without the Seller's express agreement.

12.2 The Seller does not provide any guarantee as to the products' capacity to achieve the targets which the Buyer sets for itself, from the moment that such targets have not been expressly accepted by the Seller.

12.3 Term of the warranty

The above mentioned warranty only applies to products which prove defective (as described here above) during the term of the warranty, which shall be eighteen (18) months from the date of delivery.

The warranty starts upon delivery of the products within the meaning of Article 6.1. If

the delivery date of the relevant products cannot be determined for any reason whatsoever, the warranty starts as of the manufacturing date code that is specified on each product, in which case the duration of the warranty as specified in Seller's e. catalogue will be extended by 6 months.

The repairing of, changes to, or replacement of the product or part of it during the warranty period shall in no case cause the product warranty period to be extended.

12.4 Terms and conditions for exercising the warranty

Under this warranty, the Seller remedies the noted defects, at its expense, as soon as reasonably possible and using the means which it deems fit. Replaced parts once again become the Seller's property and shall be returned to it at its first request.

12.4.1 Upon Seller's choice, the warranty is exercised either by providing the Buyer with a replacement product free-of-charge, or by the product in question being repaired in the Seller's workshops. To this end, the defective parts or products are returned to the Seller at the Buyer's expense within 30 calendar days as of the point in time the relevant product appears to be defective; the Seller shall pay for the carriage of replacement products or those having been repaired. Failure by the Buyer to return the alleged defaulting product within the above 30 day period would allow the Seller to invoice the replacement product or the cost of the repair.

Under no circumstances does the warranty cover the expenses relating to searching for the defective item on-site or to dismantling and reassembling the product in its environment.

12.4.2 If, owing to the nature of the products, the repair work has to be carried-out on-site, the Seller shall assume the labour expenses relating to such repair work (with the exception of waiting time and expenses incurred due to the products not being made available).

12.5 Buyer's obligations

In order to benefit from this warranty, the Buyer shall inform the Seller of the defects which it is attributing to the products as soon as the defective operation of the product manifests itself and provide all supporting documents in respect of such defective operation. The Buyer shall provide the Seller with every assistance in duly noting these defects and in order to remedy them; moreover, unless it has the Seller's express agreement, it shall not carry

out the repair work by itself or have such work carried out by a third party.

XIII – Liability

13.1 These Terms set out the Seller's entire liability and are in lieu of all other warranties whether statutory, express or implied, including but not limited to implied warranties of merchantability, satisfactory quality and fitness for purpose.

The Seller shall in no case be responsible whatsoever in contract, in tort or otherwise for:

13.1.1 loss of profits or revenue, loss of production or loss of business;

13.1.2 loss of goodwill, loss of reputation or loss of opportunity;

13.1.3 loss of use, lost data or lost production;

13.1.4 loss of anticipated savings or loss of margin;

13.1.5 third party claims; or

13.1.6 any special, in indirect, consequential or pure economic loss, costs, damages, charges or expenses,

relating to or deriving from the products subsequent to their delivery to the Buyer to the extent permitted by law.

13.2 Without prejudice to Article 13.3 and Article 13.4, in all cases, whatever the cause or subject of the claim, the Seller's total liability, arising under or in connection with the Terms or resulting contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or by way of indemnity or otherwise, shall be strictly limited in all circumstances to the amount of the relevant order(s), exclusive of taxes.

13.3 Nothing in these Terms will operate to exclude or restrict one party's liability (if any) to the other:

13.3.1 for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable ;

13.3.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;

13.3.3 breach of its obligations arising under, for sales made by Schneider Electric Limited or Schneider Electric IT UK Limited., Section 12 of the Sale of Goods Act 1979 and for sales made by Schneider Electric Ireland or Schneider Electric IT Logistics Europe Limited., Section 12 of the Sale of Goods and Supply of Services Act 1980 ;

; or

for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

13.4 The resulting contract as accepted by the Seller and these Terms constitute the entire agreement between the parties and supersede any prior agreement or arrangement in respect of its subject matter and:

13.4.1 neither party has entered into the resulting contract and these Terms in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the resulting contract and these Terms ;

13.4.2 nothing in this Article will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

13.5 A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

13.6 If any of these Terms (including any exclusion from, or limitation of, liability set out in Article 13) is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from these Terms and this will not affect the remainder of these Terms which will continue in full force and effect.

13.7 Nothing in these Terms and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

13.8 Each party agrees that it is an independent contractor and is entering into these Terms as principal and not as agent for or for the benefit of any other person.

13.9 The parties do not intend that any term of these Terms will be enforceable for sales made

by Schneider Electric Limited or Schneider Electric IT UK Limited., under the Contracts (Rights of Third Parties) Act 1999 by any person.

13.10 The Seller's rights and remedies set out in these Terms are in addition to and not exclusive of any rights and remedies provided by law.

13.11 The Buyer will not be entitled to assign, transfer, charge, hold in trust for any person or deal in any other manner with any of their rights under these Terms.

XIV - Termination

14.1 If the Buyer commits a breach of these Terms the Seller may terminate these Terms by giving not less than seven (7) days' written notice to that effect to the Buyer.

14.2 The Seller may terminate these Terms immediately by giving written notice to that effect to the Buyer, if the Buyer:

14.2.1 has a receiver, administrator or provisional liquidator appointed;

14.2.2 is subject to a notice of intention to appoint an administrator;

14.2.3 passes a resolution for its winding-up (save for the purpose of a solvent restructuring);

14.2.4 has a winding up order made by a court in respect of it;

14.2.5 enters into any composition or arrangement with creditors (other than relating to a solvent restructuring);

14.2.6 ceases to carry on business; or

14.2.7 has any steps or actions taken in connection with any of these procedures, and the Buyer will notify the Seller immediately upon the occurrence of any such event or circumstance.

14.3 Following expiry or termination of these Terms:

14.3.1 any conditions which expressly or impliedly continue to have effect after expiry or termination of these Terms will continue in force; and

14.3.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

14.4 Within ten (10) days after the date of expiry or termination of these Terms each party will, subject to the exception set out in Article 14.5,

14.4.1 return to the other party all confidential information (including all copies and extracts)

and all other property (whether tangible or intangible) of the other party in its possession or control; and

14.4.2 cease to use the confidential information of the other party.

14.5 Each party may retain any confidential information of the other party which it has to keep in order to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes. Article 4 will continue to apply to retained confidential information.

XV – Anti-Corruption

The Seller will, and will procure that its officers, employees, agents and any other persons who perform services for it in connection with these Terms will not commit any act or omission which causes or could cause the Buyer to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption.

XVI – Applicable law - Disputes

16.1 The sales agreement which is the subject of these Terms and any non-contractual obligations arising out of or in connection with it will be governed by English law, to the exclusion of its conflict in laws provision and the 1980 Vienna Convention on the International Sale of Goods for sales made by Schneider Electric Limited or Schneider Electric IT UK Limited. and Irish law, to the exclusion of its conflict in laws provision and the 1980 Vienna Convention on the International Sale of Goods for sales made by Schneider Electric Ireland or Schneider Electric IT Logistics Europe Limited..

16.2 Any dispute relating to any offer issued, or any sales agreement entered into (including in relation to any non-contractual obligations) which the parties are unable to settle out-of-court, shall be subject to the sole jurisdiction of the courts of England and Wales for sales made by Schneider Electric Limited or Schneider Electric IT UK Limited. and the courts of Ireland for sales made by Schneider Electric Ireland or Schneider Electric IT Logistics Europe Limited..

I – Purpose and scope of the tender

1 Tenders are provided on the basis of the specifications provided by the Buyer, which shall contain all the information required to determine the features of the System / Solution, in particular:

- The expected functionalities of the System / Solution;

- The installation and environmental conditions; and

- The nature and conditions of the tests to be conducted by the Buyer.

2 Unless specially provided for, the option period during which the Seller is bound by its tender is one month as from the date when said tender is issued.

3 Should the sale not be finalised, the studies and documents provided in support of the tender shall be returned to the Seller within a maximum of 15 days as from the tender's expiry date.

4 In the event of unusual complexity, the tender shall specify the proportion of study costs to be borne by the Buyer should the sale not be finalised.

II – Technical support during commissioning

1 Unless provided for to the contrary, the Seller's prices do not include assembly or commissioning of the System / Solution, nor any batch of spare parts.

2 Whenever the Seller's technicians provide services on the site where the System / Solution is installed, the supply of energy, handling or other equipment and the raw materials of any type required for the Seller's services, shall be the responsibility of the Buyer.

3 If the sold System / Solution is an automation, the losses and waste in the Buyer's premises during the whole time when the System / Solution is being configured shall also be the responsibility of the Buyer.

4 Adaptations to the System / Solution which may be required in order for it to operate in compliance with the contractual features shall be the responsibility of the Seller, unless said adaptations are made necessary due to the insufficient nature of, or error in, the information sent by the Buyer, a change to the location of the System / Solution or to its environment. In this case, the cost of the adaptations and the time spent shall be invoiced to the Buyer.

5 If the on-site services of the Seller's specialists are delayed or prevented for reasons outside its control, the travel and/or waiting time and the expenses incurred in connection thereto shall be invoiced to the Buyer.

III – Tests

Tests shall be conducted in the Seller's plants under the conditions set forth in the order. Any additional tests, whether conducted in the Seller's plants or on the site where the System / Solution is installed, shall be subject to the

express prior agreement of the Seller and shall be carried out at the Buyer's expense.

IV – Terms of payment

Pursuant to contracts which have staggered performance dates, and unless there is a specific agreement, 30% of the total amount of the order, exclusive of taxes, is payable as a down payment when the System / Solution is ordered, by wire transfer upon receipt of the pro-forma invoice issued by the Seller.

V – Contractual warranty

1 Should the nature of the System / Solution mean that it cannot be returned according to the provisions of Article 12.4.1 of these Terms, the expenses relating to the services of the staff required to repair the System / Solution on-site shall not be invoiced to the Buyer by the Seller, with the exception of travel and/or waiting time expenses and expenses incurred due to the Buyer's failure to make the System/ Solution available for repair.

2 The duration of the warranty is 12 months as of issuance of the Provisional Acceptance Certificate, or 18 months from the date of notification of readiness for shipment of the last equipment / component of the System / Solution, whichever occurs first.

Any part or component changed or repaired in the context of the contractual warranty will itself benefit from a 3 month warranty, but shall not cause the duration of the warranty of the overall System / Solution to be extended.

3 Should the Seller incorporate devices or appliances or subsets which it does not manufacture into the System / Solution, the relevant scope and term of the warranty shall be those granted by their manufacturer or seller.

4 The warranty referred to in Article 12 hereinabove does not apply to malfunctioning of the System / Solution owing to materials or components supplied or imposed by the Buyer, or to a design imposed by the Buyer.

Why work with Schneider Electric



Your challenges are unique

We have a dedicated team of experts to support your end-to-end business challenges so you can gain a competitive edge by partnering with Schneider Electric.

As a thought leader with extensive expertise in the data center space, with a broad offer and a global footprint, we can help you build a profitable and sustainable business.



Your rely on your data center

Don't take chances. Trust Schneider Electric help you make your business succeed by solving your data center challenges, reducing costs and simplifying your life.

We design and build data centers quickly, safely and efficiently so you can start selling space as soon as possible.