

GENERAL CONDITIONS OF USE

[Legal notices](#)

[Account creation](#)

- [Registration](#)
- [Registration cancellation](#)

[Intellectual Property Rights](#)

[Personal Data](#)

[Warranties and Liabilities](#)

[Conditions of Use](#)

[Changes to the Conditions of Use](#)

[Disputes](#)

[Credits](#)

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LEGAL NOTICES

The platform "Purchasing Platform LEGRAND", referred to hereinafter as "the Platform" is published by Legrand France :

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By using the Platform, you accept these General Conditions of Use. Please read them carefully.

The purpose of these General Terms and Conditions of Use is to define the terms and conditions under which you may, as part of your business or your institutional or professional activity, participate as suppliers, upon invitation, in events. dynamic negotiation, tendering and other organized events (the Events) by the Legrand Group on the Platform.

ACCOUNT CREATION

Registration

Registration on the Platform is a necessary condition for participation in the Events and implies the unconditional acceptance of these Terms of Use. It will be done at the invitation of your correspondent LEGRAND via an email sent directly by the platform.

By creating an account, you confirm that:

- the information you have provided is accurate;
- your ID and password, which need to be sufficiently secure, are personal to you and will not be used by third parties to access the Platform;
- you will do nothing that would allow an unregistered third party to access the Platform, and
- you are not creating an account in order to abuse the functionalities provided by the Platform, nor to impersonate another user.

You undertake to immediately notify the Legrand Group, at the address stated in the “Legal Notices” section, of any unauthorised use of your account, your ID or your password.

You must make sure that your ID and password, which must not be divulged or communicated to third parties, are kept strictly confidential, and take the necessary measures to ensure their security.

If the Legrand Group has legitimate reasons to believe that the security of the Platform is threatened or that the Platform is subject to unauthorised use of your means of identification, it may temporarily suspend your account, in order to preserve the integrity of the Platform and data in particular, and, if deemed appropriate, demand the modification of your means of identification.

Once you have validated the User ID and Password, you can, if you are invited, participate in the Events.

Registration cancellation

You remain free to unsubscribe at any time by making the request to your usual LEGRAND contact. In the event that you lose your password or have difficulties to access your account, you have the possibility to request the deletion of your account.

INTELLECTUAL PROPERTY RIGHTS

The Platform and its contents are the exclusive property of LEGRAND, or are licensed to it by third parties, and are protected by copyright or other intellectual property rights (including database rights) .

The brands mentioned are registered trademarks.

These Terms and Conditions of Use do not involve the transfer of any intellectual property rights to you on the structure or content of the Platform.

Any representation or reproduction in whole or in part for purposes other than for your personal and private use for a non-commercial purpose, on any medium and by any means whatsoever, is strictly prohibited without the written permission of Groupe Legrand. Any infringement of intellectual property rights would constitute an infringement.

You expressly undertake to refrain from using the Platform in any way that would infringe on the rights of the Legrand Group.

PERSONAL DATA

The Legrand Group will process your personal data in accordance with the applicable legislation. You can consult the terms and conditions of data processing in the section entitled "Privacy policy".

WARRANTIES AND LIABILITIES

Given the technical characteristics of the Internet network used for the purpose of using the Platform, you declare that you are aware of and accept the risks that are directly or indirectly related to the provision and transmission of data on this network.

Although the Legrand Group makes every effort to provide a reliable Platform and despite every care taken to ensure its operation, it is possible that errors may remain in the Platform. The Legrand Group declines all responsibility relating to the accuracy, quality, exhaustiveness and suitability of the Platform for your requirements. On no account shall the Legrand Group incur any liability for direct or indirect damage that could arise from accessing the Platform or from using the information it displays (e.g.: errors, omissions, inaccessibility, loss of data, damage, destruction or viruses that might affect your computer equipment).

In particular, the Legrand Group shall not be held liable for the presence of viruses on the Platform or any other malicious Platform (such as worms, Trojan horses, spyware, etc.). In this respect, you undertake to take all necessary security measures. Accordingly, you recognise that you use the Platform at your sole liability and are invited to carry out all necessary checks. In particular, it is your responsibility to implement or ensure the presence of means to secure your personal computer network, as well as to ensure proper configuration of the router connected to the Internet service provider and other wireless access methods (e.g.: WIFI, 4G, etc.).

The Legrand Group's liability shall not be incurred in the event that access to the Platform is interrupted. Moreover, the Legrand Group may temporarily or definitively interrupt access to the Platform.

In order to guarantee the effectiveness and security of the services, we reserve the right to make modifications to the technical characteristics of the services at any time.

To the full extent allowed by law, on no account shall the Legrand Group or its partners be held liable for indirect damages, loss of earnings or damages arising from data loss or operating loss caused by use of or inability to use the Platform or its content, whether on the basis of a contract or a tort and whether or not the Legrand Group was advised of the possibility of such damages.

In the event of force majeure or unforeseeable circumstances (such as the interruption of connections and/or electricity supply), the Legrand Group reserves the right to suspend or interrupt operation of the Platform without prior notice. In the event of force majeure, Legrand's obligations shall be suspended for the duration of such force majeure.

The following are expressly considered to be cases of force majeure, in addition to those with criteria upheld by law and legal precedents in French courts and tribunals: fires, storms, lightning, strike action, floods, earthquakes, epidemics, attacks, explosions, wars, military operations or civil disorder, obstruction of means of transport or supply, energy supply stoppages, computer viruses, electrical and electromagnetic phenomena that disturb mobile networks, any legislative or regulatory restriction on the supply of all or part of the Platform, and any decision made by a public authority that is not attributable to Legrand and that prevents the supply of the Platform, in particular restrictions or decisions related to trade imposed by a national or international body or authority, as well as all modifications to such restrictions or decisions, and in general events that have required the application of local or national plans to ensure the continuity of telecommunications services.

The Legrand Group has no control over the content of third party Websites or Platform/Apps. Accordingly, the Legrand Group and its subsidiaries formally decline all liability as regards the content of any linked Websites. These links are offered to users of the Legrand Platform or Websites, Apps or Platform of its subsidiaries and affiliated entities as a service. The decision to activate the links is the sole responsibility of the user. In addition, we would remind you that any unaffiliated Websites or Apps are subject to their own terms and conditions of use.

CONDITIONS OF USE

You warrant that you have the right to dispose of any data, information and content that may be provided to Legrand Group, and that their use by the Legrand Group does not infringe any rights of third parties or violate any legal or regulatory provisions.

The Legrand Group grants you the right to consult, use and access the Platform. Equipment and material resources, in particular telecommunication costs, enabling access to the Platform are your sole responsibility.

The Legrand Group has put measures in place designed to ensure that the personal data collected via the Platform are kept secure. However, the Legrand Group would like to draw your attention to the possible risk in terms of confidentiality of data, due to the way the Internet operates.

You may only use this Platform in accordance with these General Conditions of Use and in accordance with applicable laws.

In particular, you undertake to:

- refrain from any anti-competitive behavior or practice, or likely to violate the legal or regulatory provisions in force or the rights of third parties, as well as from the dissemination of any false, misleading or illegal information
- refrain from publishing, sending or distributing any harmful, obscene, defamatory or unlawful information either on or from this Platform;
- refrain from using this Platform in a manner liable to infringe the rights of others;
- refrain from copy-pasting, reproducing or extracting the content and elements included in this Platform, whether in full or in part, on any medium and by any process whatsoever, unless prior written authorisation from the Legrand Group is granted;
- refrain from copying all or part of the Platform into another software, website or internal corporate network;
- refrain from creating hypertext links to the Platform, without prior written authorisation from the Legrand Group;
- refrain from taking unauthorised, false or fraudulent actions;
- refrain from using any software, "routine" or device with a view to hindering or attempting to hinder the proper operation of the Platform, by any means whatsoever, particularly with respect to uploading or giving access to files containing corrupt data or viruses;
- refrain from damaging, altering or amending the Platform's codes of graphic appearance;

- refrain from undertaking any action liable to cause unreasonable or disproportionate traffic on the Platform or on an associated infrastructure;
- refrain from obtaining or attempting to obtain unauthorised access to any of our networks, by any means whatsoever;
- refrain from implementing systems that are liable or could be used to produce, in full or in part, a counterfeit of the Platform or an act of unfair competition in relation to the Platform, or that could be used to violate these General Conditions of Use;
- inform the Legrand Group as soon as you become aware of an infringement, in particular in the event of illegal or forbidden use of the Platform's content or of piracy;
- treat the data and information related to each Event as strictly confidential
- check that the computer set-up used contains no viruses and that it is in perfect working order.

Without prejudice to all its other rights, the Legrand Group reserves the right to close your account, without notice, if it deems, at its sole discretion, that you are in breach of any of the provisions of these General Conditions of Use or applicable laws.

Should you fail to comply with these General Conditions of Use and should we not take immediate action in response, this shall not be construed as a waiver of our rights. The Legrand Group will therefore still be able to take subsequent action on the matter.

The Legrand Group reserves the right to improve or amend the information, services, products and other items on this Platform, or to shut it down, at any time, without notice.

Should it transpire that one of the provisions of these General Conditions of Use is invalid, this shall in no way affect the other provisions of these General Conditions of Use.

CHANGES TO THE GENERAL CONDITIONS OF USE

The Legrand Group reserves the right to amend these General Conditions of Use at any time, such changes being applicable immediately, as soon as they are put online on this Platform. Therefore, by continuing to access or use this Platform, you are deemed to have accepted the amendments of these General Conditions of Use.

DISPUTES

The Platform and the terms and conditions of its use are governed by French law regardless of the place of use. In the event of any dispute and after an attempt to find an amicable solution has failed, the courts within the jurisdiction of Limoges (France) shall have territorial competence to hear any dispute relating to the Platform.