

## General PHOENIX CONTACT delivery terms

### I. Basic provisions

#### 1. Scope / General

- 1.1. These General Delivery Terms apply to all deliveries of products by a company of the Phoenix Contact (the respective company is referred to in the following as “**PHOENIX CONTACT**” or “**SUPPLIER**”) to the customer (referred to in the following as “**CUSTOMER**”).
- 1.2. These General Delivery Terms are applied exclusively to entrepreneurs (“næringsdrivende”) under the meaning of Section 5 (b) of the Norwegian Marketing Control Act (markedsføringsloven). Furthermore, they apply to persons under public law and special funds under public law.
- 1.3. Deviating or supplemental General Terms and Conditions of the CUSTOMER do not apply, and are thus not a part of the agreement even if PHOENIX CONTACT does not explicitly refute them.
- 1.4. If a framework agreement or other agreements have been concluded with the CUSTOMER by PHOENIX CONTACT with regard to the delivery of products, these shall take precedence. They will be supplemented by these General Delivery Terms unless more specific provisions are made therein. If there are contradictions between these agreements and the General Delivery Terms, the rules of the agreements take precedence.

#### 2. Definitions

An **AFFILIATED COMPANY** is any company that, in each case, either directly or indirectly (i) controls another company, (ii) is controlled by another company, or (iii) is under joint control of several companies, where “control” means the ability to exercise a dominant influence over the Executive Board of the respective company, whether through direct or indirect ownership of more than 50 percent of the voting capital, by agreement or otherwise.

**BUSINESS DAYS** are calendar days from Monday to Friday with the exception of statutory public holidays at the location where PHOENIX CONTACT has its registered office and the 24th and 31st of December of every calendar year.

**CONFIDENTIAL INFORMATION** is all information and documents of the respective other contractual partner that is marked as confidential or has been expressly labeled as such before provision. However, in all cases, conditions and prices that PHOENIX CONTACT makes known to the CUSTOMER are CONFIDENTIAL INFORMATION. Non-confidential information is such information (a) which is proven to have already been known to the recipient at the time of the conclusion of the INDIVIDUAL AGREEMENT or which becomes known thereafter from a third party without violating a confidentiality agreement, statutory provisions, or government directives, or (b) which is publicly known at the time of the conclusion of the INDIVIDUAL AGREEMENT or which is made publicly known thereafter, provided this is not based on a violation of these confidentiality obligations, or (c) which has been developed by the recipient independently and without relying on CONFIDENTIAL INFORMATION or in accordance

with the exceptions regulated in this point lit. (a) – (b) above.

**CONTRACTUAL PRODUCTS** are material goods that are the result of a production process, including DOCUMENTATION which the SUPPLIER delivers to the CUSTOMER based on an INDIVIDUAL AGREEMENT.

**COSTS** are material production and / or material and / or wage and non-wage costs, social security contributions, as well as energy costs and costs due to environmental regulations, and / or currency regulations and / or customs change, and / or freight rates, and / or public fees.

**DATA** refers to all data related to this INDIVIDUAL AGREEMENT, especially product, machine, maintenance, production, environmental, analytical, and process data. DATA, by this definition, does not refer to personal data as defined by the respectively applicable data protection acts.

**DOCUMENTATION** is the product documentation for the respective CONTRACTUAL PRODUCT that is required by law at the place of delivery and which is provided by the SUPPLIER.

**ELECTRONIC FORM** is at least a simple electronic signature that is maintained by using the electronic signature in the sense of a secured electronic signature procedure that authenticates the identity of the signatories and that, in accordance with the regulations in force by law at the place of conclusion, ensures the integrity / inviolability of the INDIVIDUAL AGREEMENT in an electronic format.

**FORCE MAJEURE** in the context of these General Delivery Terms and the respective INDIVIDUAL AGREEMENT refers solely to any prolonged (i.e., lasting not less than 14 WORKING DAYS) external event originating outside of the scope of business operations through elementary forces of nature or the actions of third parties that is unforeseeable on the basis of human judgment and experience and impossible to prevent or render harmless using economically reasonable means, even through the most extreme exercise of caution which may reasonably be expected given the circumstances, and which on the basis of its frequency cannot be presumed by the contractual partners, e.g., war, the threat of war, natural disasters, or epidemics / pandemics. FORCE MAJEURE is also deemed to include strikes, lock-outs, official intervention, shortages of power and raw materials, transport bottlenecks or obstacles, and operational hindrances through no fault on the part of PHOENIX CONTACT, e.g. fire, flooding and machine damage, and all other obstacles that, viewed objectively, have not been culpably caused by PHOENIX CONTACT. A case of FORCE MAJEURE exists if the event causing FORCE MAJEURE at the SUPPLIER and / or at sub-suppliers or subcontractors of the SUPPLIER has occurred.

**INDIVIDUAL AGREEMENT** refers to any agreement that is concluded between the CUSTOMER and PHOENIX CONTACT (e.g., quotation, order, or order confirmation) based on these General Delivery Terms.

**TEXT FORM** refers to the legible reproduction of a declaration of intent, especially an email or a letter,

which allows the clear identification of the respective contractual partner. An electronic and / or handwritten signature of the respective contractual partner is not required.

**THIRD PARTY RIGHTS** refers to registered and non-registered industrial property rights and similar rights as well as to application for and entitlement to these rights in the contract territory (especially patents, marks, copyrights, designs, and ancillary copyrights) of all parties which are not contractual partners.

**WRITTEN FORM** requires – unless otherwise stipulated in the INDIVIDUAL AGREEMENT – that the declaration of intent is signed by the person or persons authorized to proper representation of the respective contractual partner with their own name and transmitted to the other party as original or as fax. WRITTEN FORM may be substituted by the ELECTRONIC FORM.

### 3. Conclusion of contract / procurement risk / scope of service

- 3.1. The quotations of PHOENIX CONTACT are subject to change without notice, unless they are explicitly marked as binding or contain explicitly binding promises or the binding nature has been explicitly agreed upon in any other way. They are calls for orders.
- 3.2. The CUSTOMER is bound to its order for fourteen (14) BUSINESS DAYS, for five (5) BUSINESS DAYS if the order is in TEXT FORM, following receipt of the order by PHOENIX CONTACT.
- 3.3. An INDIVIDUAL AGREEMENT shall only be realized between the contractual partners if PHOENIX CONTACT confirms the relevant order at least in TEXT FORM. This confirmation may be replaced on the part of PHOENIX CONTACT by the performance of the delivery and / or service.
- 3.4. A termination and / or cancellation of an INDIVIDUAL AGREEMENT by a contractual partner is only possible with the consent of the other contractual partner.
- 3.5. The SUPPLIER's obligation to perform relates exclusively to performance from the SUPPLIER's own stock of goods. With the present AGREEMENT, the SUPPLIER does not assume any procurement risk, even for the delivery of generic goods, unless this is expressly agreed between the CONTRACTUAL PARTNERS.
- 3.6. PHOENIX CONTACT is entitled to make excess or short deliveries of up to 5% of the agreed delivery quantity if the excess or short delivery is not unreasonable for CUSTOMER.
- 3.7. PHOENIX CONTACT is furthermore entitled to deliver CONTRACTUAL PRODUCTS with commercially common deviations in quality, dimensions, weight, color, and equipment. Such CONTRACTUAL PRODUCTS will be considered in accordance with the contract.
- 3.8. Information and explanations regarding the CONTRACT PRODUCTS by PHOENIX CONTACT or by sales representatives are given solely on the basis of their previous experience. They do not represent any properties or guarantees with regard to the CONTRACTUAL PRODUCTS. A guarantee shall only be deemed to have been assumed by PHOENIX CONTACT if a property and / or a performance

outcome is described in WRITTEN FORM as "legally guaranteed".

- 3.9. Insofar as PHOENIX CONTACT provides instructions for use / application, these are written with the care customary in the industry, but do not release the CUSTOMER from the obligation to carefully examine the CONTRACT PRODUCTS with regard to their suitability for the purpose desired by the CUSTOMER. Unless otherwise agreed, the CUSTOMER is in any case obliged to check the usability of the CONTRACTUAL PRODUCTS for the intended use by the CUSTOMER.
- 3.10. PHOENIX CONTACT has no obligation to perform any safety-related review of the design instructions, circuit diagrams, samples, and other technical guidelines provided by CUSTOMER. If one of the above-mentioned guidelines is the cause of damages, the CUSTOMER indemnifies PHOENIX CONTACT from any liability.
- 3.11. The CONTRACTUAL PRODUCTS of PHOENIX CONTACT shall comply with the recognized rules of technology at the time of the conclusion of the INDIVIDUAL AGREEMENT, unless otherwise stipulated in the respective INDIVIDUAL AGREEMENT.

### 4. Setup and assembly

- 4.1. The assembly of the CONTRACTUAL PRODUCTS is only owed by PHOENIX CONTACT if this has been explicitly agreed between the contractual parties in TEXT FORM. The following provisions apply to the setup and assembly of the CONTRACTUAL PRODUCTS as long as not otherwise agreed in WRITTEN FORM.
- 4.2. The CUSTOMER, at its own expense, shall assume and provide in good time: (a) all earthwork, construction work, and other ancillary work outside the industry, including the skilled and unskilled labor, building materials, and tools required for this purpose; (b) the commodities and materials required for assembly and commissioning, such as scaffolding, lifting equipment, and other devices, fuels, and lubricants; (c) power and water at the location of use, including connections, heating, and lighting; (d) at the assembly site, for the storage of machine parts, apparatus, materials, tools, etc., sufficiently large, suitable, dry and lockable rooms and, for the assembly personnel, adequate working and recreation rooms, including sanitary facilities appropriate to the circumstances; in all other respects, the CUSTOMER shall, for the protection of the tools and working materials of PHOENIX CONTACT and of the assembly personnel employed by it at the assembly site, take the measures which it would take for the protection of its own property; (e) protective clothing and protective devices which are required as a result of special circumstances at the assembly site.
- 4.3. Before beginning installation or assembly, without being requested to do so, the CUSTOMER must provide PHOENIX CONTACT and its agents with the necessary information on the location of concealed electricity, gas, water lines, or similar installations, as well as the required structural data.
- 4.4. The CUSTOMER must ensure that, prior to the start of setup or assembly, the materials and objects required by the CUSTOMER for the start of the work

are available at the setup or assembly site and that all preparatory work has progressed to such an extent that setup or assembly can be started as agreed and carried out without interruption. This also includes, in particular, that access roads and the installation or assembly site are leveled and cleared.

- 4.5. If there is a delay in installation, assembly, or commissioning, the CUSTOMER shall bear to a reasonable extent the costs of waiting time and additional necessary travel by PHOENIX CONTACT, its employees, and agents caused by the delay. This does not apply if the CUSTOMER is not responsible for the delay.
- 4.6. The CUSTOMER shall immediately certify to PHOENIX CONTACT in WRITTEN FORM the completion of installation, assembly, or commissioning.

## **5. Changes to the CONTRACTUAL PRODUCTS**

- 5.1. PHOENIX CONTACT is entitled to further develop the CONTRACTUAL PRODUCTS and to make modifications (such as to infrastructure, security, technical configurations, application functions, etc.) and to adapt the product description accordingly, but always provided that the changes do not lead to a substantial reduction in the functions and functionalities or the level of performance, security, or availability of the CONTRACTUAL PRODUCTS already acquired by CUSTOMER before the changes take effect.
- 5.2. If PHOENIX CONTACT determines that the design instructions, schematics, samples, and other technical specifications provided by the CUSTOMER result in significant safety deficiencies in the CONTRACTUAL PRODUCT, PHOENIX CONTACT will notify the CUSTOMER immediately. If the CUSTOMER insists on the design and manufacture of the CONTRACTUAL PRODUCT on the basis of its guidelines without being able to explain the safety in a plausible and verifiable manner when the guidelines are followed, PHOENIX CONTACT is entitled to refuse performance. The CUSTOMER is obliged to pay for the services rendered by PHOENIX CONTACT up to this point in time.

## **6. Rights of use for DATA**

- 6.1. The owner of the DATA, and thus the party authorized to use the DATA, is exclusively the party that created the DATA.
- 6.2. The CUSTOMER is obliged to provide PHOENIX CONTACT with the necessary DATA required for the fulfillment of the INDIVIDUAL AGREEMENT and to grant PHOENIX CONTACT an irrevocable, non-exclusive right of use, unlimited in location, for the duration of the INDIVIDUAL AGREEMENT.
- 6.3. The right of use of the DATA transmitted by the CUSTOMER includes, in particular, the receipt, storage, organization, adaptation or modification, reading out, use, and combination or linking with other DATA. PHOENIX CONTACT is entitled, during the term of the INDIVIDUAL AGREEMENT, to disclose the DATA to AFFILIATED COMPANIES of the SUPPLIER or third parties and to grant them corresponding rights of use.
- 6.4. The CUSTOMER is obliged to transmit the DATA to PHOENIX CONTACT free of charge, completely, free of THIRD PARTY RIGHTS, and correctly.

PHOENIX CONTACT is not obligated to check the DATA. PHOENIX CONTACT is not obligated to return DATA transmitted by the CUSTOMER. The rights of use granted to DATA already transmitted up to discontinuation of the INDIVIDUAL AGREEMENT will not be affected by such discontinuation.

## **7. Samples and / or prototypes**

- 7.1. PHOENIX CONTACT and the CUSTOMER can agree upon the provision of samples and / or prototypes (referred to as "SAMPLES" in the following). SAMPLES are characterized in particular by being marked with "sample", "prototype", "M", or similar identification. The provision of SAMPLES, unless individual agreements or other arrangements have been made, is definitively regulated in the following.
- 7.2. The SAMPLES are development, trial, preliminary, and / or installation versions which have only been partially tested, may be incomplete, and are provided to the CUSTOMER for testing purposes only.
- 7.3. The SAMPLES may only be used in accordance with the respectively approved purpose and at the approved location. When released as SAMPLES, they have not yet been sufficiently tested to be used in an operation under series conditions. The SAMPLES must therefore be used under protected conditions in a secure test environment to prevent damage to other objects or people and must not be used in live operations (production systems). In addition, the SAMPLES may only be used in such a way that uninvolved third parties and their employees cannot be harmed, even in the event of SAMPLES failure. The SAMPLES are to be used only by skilled persons, separated spatially and while using protective equipment. The CUSTOMER must instruct the personnel used accordingly and point out the dangers due to the lack of readiness for series production and the functional restrictions.
- 7.4. The properties of SAMPLES are only part of the agreement if this has been agreed on explicitly in WRITTEN FORM.
- 7.5. If PHOENIX CONTACT performs on the basis of a SAMPLE, deviations from the SAMPLE in the delivered CONTRACTUAL PRODUCT are permissible and do not justify complaints and claims against PHOENIX CONTACT if they are customary in the trade and any agreed specifications are met by the delivered CONTRACTUAL PRODUCT, unless agreed otherwise.
- 7.6. The information provided, also in particular with regard to the suitability, does not exclude the need for independent inspection by the customer and may not be used without having been checked.
- 7.7. Passing on the SAMPLES provided as well as any documentation enclosed to third parties in full, in part or as a copy is prohibited.

## **8. Delivery / delivery type / delay / reservation of self-delivery**

- 8.1. The delivery of the CONTRACTUAL PRODUCTS will be made DAP PHOENIX CONTACT warehouse (Incoterms® 2020).
- 8.2. The delivery dates stated in the order confirmation shall be binding as long as this is bindingly designated in the order confirmation. Otherwise, PHOENIX CONTACT will endeavor to comply with



this to the best of its ability. The SUPPLIER will inform the CUSTOMER about any delays. If the SUPPLIER notifies the CUSTOMER of a new delivery date and the CUSTOMER does not reject this delivery date within two (2) days, this date shall be deemed to be the newly agreed delivery date. Deadlines for delivery begin with the receipt of the order confirmation from PHOENIX CONTACT by the CUSTOMER. If the CUSTOMER has requested changes after the order, a new reasonable period for delivery shall begin with confirmation of the change by PHOENIX CONTACT.

- 8.3. Deliveries before the end of the service period are permitted. Partial deliveries by PHOENIX CONTACT are also permissible unless they are unreasonable to the CUSTOMER.
- 8.4. In the event of a delay in delivery by the SUPPLIER, the CUSTOMER is entitled, after setting a reasonable grace period with the threat of rejection of delivery, to declare their withdrawal from the INDIVIDUAL AGREEMENT affected by the delay in each case with regard to the delayed part, unless the SUPPLIER fulfills beforehand.
- 8.5. If the SUPPLIER does not receive any, only partial, or no timely deliveries or services from its sub-suppliers / subcontractors for the performance of its contractual deliveries or services owed for reasons for which it is not responsible, despite proper and sufficient coverage prior to the conclusion of the INDIVIDUAL AGREEMENT with the CUSTOMER in accordance with the quantity and the quality from its delivery or service agreement with the CUSTOMER (congruent coverage), the SUPPLIER shall inform the CUSTOMER immediately. In this case, the SUPPLIER is entitled to delay the delivery and / or service for the duration of the disruption or to withdraw from the affected INDIVIDUAL AGREEMENT in whole or in part due to the unfulfilled term of the INDIVIDUAL AGREEMENT insofar as SUPPLIER has fulfilled its foregoing obligation to inform and has not assumed the procurement risk or a guarantee of performance or delivery.
- 8.6. If a delivery or performance date or a delivery or performance period has been bindingly agreed between the SUPPLIER and the CUSTOMER and if this or these are exceeded due to the an event of lack of self-supply listed under point I.8.5, the CUSTOMER shall be entitled to withdraw from the affected INDIVIDUAL AGREEMENT after fruitless expiry of a grace period of 30 calendar days due to the part not yet fulfilled. Further claims by the CUSTOMER, in particular to compensation for damages, are excluded in this case. The aforementioned provision on the CUSTOMER's contractual right of withdrawal shall apply accordingly if, for the reasons stated in sentence 1, the CUSTOMER cannot objectively be expected to adhere to the agreement any longer, even without a contractual agreement on a fixed delivery date.
- 8.7. PHOENIX CONTACT is not in delay as long as the CUSTOMER is in default with the fulfillment of obligations towards PHOENIX CONTACT, including those from other contracts. However, this effect of the CUSTOMER's delay shall not occur if the CUSTOMER has provided customary securities, for example in the form of a bank guarantee from a Norwegian credit institution affiliated with a deposit

protection fund authorized by the Norwegian financial authorities, which PHOENIX CONTACT has accepted.

## 9. Packaging / loading aids

- 9.1. The CUSTOMER is entitled to return transport packaging from deliveries of PHOENIX CONTACT to the registered office of PHOENIX CONTACT. The packaging must be clean, free of foreign substances, and sorted according to material. Otherwise, PHOENIX CONTACT is entitled to charge the CUSTOMER for additional costs the disposal incurs.
- 9.2. If PHOENIX CONTACT provides the CUSTOMER with loading aids, they must be clean and free of foreign substances. Otherwise, PHOENIX CONTACT is entitled to charge the CUSTOMER for additional costs the cleaning incurs, if a delivery without prior cleaning is not possible, or if it feels there may be damage and / or impairment to the CONTRACTUAL PRODUCTS.
- 9.3. Loaned pallets and loading aids from PHOENIX CONTACT remain the property of PHOENIX CONTACT and must be returned in perfect condition with the next delivery / collection. It is permitted to return equivalent pallets or pallets of the same type in accordance with the following regulations. If they are not returned within one month after delivery, PHOENIX CONTACT is entitled to charge the CUSTOMER its original price for the pallets or loading aids lent to the CUSTOMER. Interchangeable pallets are exchanged 1:1 in accordance with the applicable UIC standard. Costs incurred by PHOENIX CONTACT due to the fact that a 1:1 pallet exchange is not possible (e.g., due to the involvement of pallet service providers) shall be borne by the CUSTOMER.

## 10. Prices / terms of payment / payment delay / uncertainty clause / right of retention and offset

- 10.1. Unless otherwise explicitly agreed between the contractual partners, the prices of the current NOK price list of PHOENIX CONTACT shall apply, which PHOENIX CONTACT will provide to the CUSTOMER free of charge upon request. The contractually agreed remuneration and / or the contractually agreed prices are not fixed prices.
- 10.2. All listed prices are DAP warehouse of PHOENIX CONTACT and do not include the legally applicable value added tax. Transport packaging, freight, postage and - if transport insurance has been agreed upon - insurance costs as well as other fees and public charges for the delivery are not included in the price.
- 10.3. The SUPPLIER is entitled to unilaterally increase the remuneration and / or prices accordingly in case of increase of any COST if it directly or indirectly affects the cost of production or procurement of goods or the cost of the contracted supplies and / or services and if there are more than two (2) months between the conclusion of the respective INDIVIDUAL AGREEMENT and delivery from the respective INDIVIDUAL AGREEMENT. An increase in the aforementioned sense shall be excluded to the extent that the cost increase in any or all of the aforementioned COSTS is offset by a cost reduction in any other of the aforementioned COSTS with

respect to the total cost burden for the delivery and/or service (netting). If COSTS are reduced without the cost reduction being offset by an increase in other COSTS, the cost reduction shall be passed on to the CUSTOMER as part of a reduction in remuneration and / or prices.

- 10.4. If the new remuneration and / or the new price is 20 % or more above the original remuneration and/or the original price due to the right to adjust the price listed under point 110.3., the CUSTOMER shall be entitled to withdraw from not yet completely fulfilled INDIVIDUAL AGREEMENTS for the part not yet fulfilled. However, the CUSTOMER may assert this right only immediately after notification at least in TEXT FORM of the increased remuneration and / or the increased price.
- 10.5. For orders amounting to less than NOK 500.00 net, PHOENIX CONTACT will charge a handling fee of NOK 150.00 net, unless expressly agreed otherwise. Proof of significantly lower necessary effort is the express responsibility of the CUSTOMER. This fee will not be charged if order is placed via our E-portal.
- 10.6. Payments by the CUSTOMER are to be made net within 30 calendar days after invoicing by PHOENIX CONTACT. Even in case of deviating and / or contradictory terms of payment within the scope of the INDIVIDUAL AGREEMENT, the beginning of the time limit is in any case the date of invoicing by PHOENIX CONTACT. PHOENIX CONTACT's claims against the CUSTOMER due to default of payment are governed exclusively by the statutory provisions.
- 10.7. The date of payment is the date on which the money is received by PHOENIX CONTACT or credited to the account of PHOENIX CONTACT or to the account of the paying agent it specifies.
- 10.8. A delay of payment by the CUSTOMER may cause all payment claims arising from the business relationship with the CUSTOMER to become due immediately.
- 10.9. If terms of payment are not met or circumstances become known or apparent which, according to PHOENIX CONTACT's due commercial discretion, give rise to justified doubts about the creditworthiness of the CUSTOMER, including such facts which already existed at the time of conclusion of contract but which were not known or should not have been known to PHOENIX CONTACT, PHOENIX CONTACT shall be entitled, without prejudice to further statutory rights in such cases, to stop further work on current INDIVIDUAL AGREEMENTS and to demand advance payments or the provision of reasonable, customary securities, for example in the form of a bank guarantee from a Norwegian credit institution affiliated with a deposit protection fund authorized by the Norwegian financial authorities, for deliveries still outstanding. After the unsuccessful expiration of a reasonable grace period for the provision of such securities, PHOENIX CONTACT shall be entitled – without prejudice to further statutory rights – to withdraw from the INDIVIDUAL AGREEMENT with regard to the part not yet fulfilled. The CUSTOMER is obligated to compensate PHOENIX CONTACT for all damages resulting from the non-performance of the INDIVIDUAL AGREEMENT.

- 10.10. The CUSTOMER may only set off counterclaims that are undisputed or have become legally binding or assert a right of retention on account of such claims.
- 10.11. Incoming payments are first used to repay costs, then interest, and finally principal receivables according to their age. Any conflicting provision of the CUSTOMER at the time of payment is irrelevant.

## **11. Retention of title**

- 11.1. The CONTRACTUAL PRODUCTS shall remain the sole property of PHOENIX CONTACT until full payment has been made for these CONTRACTUAL PRODUCTS. The CUSTOMER is only permitted to sell the CONTRACTUAL PRODUCTS subject to retention of title ("RETAINED PRODUCTS") and to process them or in particular to transform, combine, mix, or blend them with other goods (hereinafter jointly referred to as "PROCESSING") or to resell the resulting new product after receiving a written acceptance from PHOENIX CONTACT.
- 11.2. The CUSTOMER hereby assigns to PHOENIX CONTACT any claims arising from resale; PHOENIX CONTACT hereby accepts said assignment. If the CUSTOMER sells the RETAINED PRODUCTS after PROCESSING, the assignment of claims shall only apply in the amount of the portion that corresponds to the price agreed between PHOENIX CONTACT and the CUSTOMER plus a safety margin of 10% of this price. Pending revocation, the CUSTOMER is authorized to collect assigned claims from resale. In the event of revocation, the CUSTOMER is obligated, at the request of PHOENIX CONTACT, to provide PHOENIX CONTACT with the information necessary to assert the rights of PHOENIX CONTACT and to hand over any necessary documents.
- 11.3. Retention of title extends to the full value of the products resulting from PROCESSING by PHOENIX CONTACT, whereby PHOENIX CONTACT is considered the manufacturer. In the event that third-party ownership rights are retained in the scope of PROCESSING with third party goods, PHOENIX CONTACT shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. Apart from this, the same shall apply to the resulting product as to the RETAINED PRODUCTS.
- 11.4. No forms of pledging, pawning, or collateral assignment are permitted. In the event of third-party access to the RETAINED PRODUCTS, in particular seizures, the CUSTOMER shall provide due notification of PHOENIX CONTACT's ownership and shall inform PHOENIX CONTACT without delay so that PHOENIX CONTACT can assert its ownership rights.

## **12. Non-disclosure**

- 12.1. The contractual partners agree to keep CONFIDENTIAL INFORMATION secret and not to share it with third parties or make it accessible to them. This obligation exists for a period of five (5) years after discontinuation of the respective INDIVIDUAL AGREEMENT.
- 12.2. If CONFIDENTIAL INFORMATION must be disclosed due to legal obligations or by order of a court or authority, the recipient obligated to disclose will, to the extent permissible and possible, notify the

other contractual partner in advance and give it the opportunity to object to the disclosure.

- 12.3. PHOENIX CONTACT is entitled to grant access to CONFIDENTIAL INFORMATION to (a) lawyers, auditors and other advisors, (b) technical service providers (e.g. computer center operators, host providers, cloud providers) and / or (c) third parties and / or (d) AFFILIATED COMPANIES of PHOENIX CONTACT reasonably involved in the execution of corporate transactions relating to PHOENIX CONTACT (e.g. merger, corporate sale or sale of shares), provided that (i) this is necessary to protect the justified interests of PHOENIX CONTACT and (ii) the recipients in each case are either subject to a statutory obligation to maintain professional secrecy or have consented to non-disclosure obligations beforehand which are essentially in line with those of these General Delivery Terms.

### 13. Warranty / notice of defect / series defect

- 13.1. The SUPPLIER warrants that the CONTRACTUAL PRODUCT is of the quality described in the product description. If there is a quality agreement between the CONTRACTUAL PARTNERS, the scope of the deliveries and / or services owed shall be governed exclusively by this quality agreement.
- 13.2. Claims resulting from breaches of obligation in the form of material defects or defects of title of the service to be rendered, especially of the CONTRACTUAL PRODUCTS – insofar as no diverging agreements have explicitly been made in writing – will expire if not communicated to PHOENIX CONTACT in WRITTEN FORM within a period of twelve (12) months. After such communication the claim will be subject to limitation in accordance with the Norwegian Limitation Period Act (foreldelsesloven). In the case of an unwarranted refusal of delivery or rejection of goods, expiration begins the moment notice has been given that goods are ready for receipt; in all other cases, expiration begins on the risk transfer date. This shall not apply for rights of compensation arising from a guarantee or an assumption of procurement risk, to claims in accordance with point I.15.2. (i) to (ii) or when a longer limitation period has been stipulated as mandatory or is otherwise required by law. The above provision does not imply a reversal of the burden of proof.
- 13.3. If the CONTRACTUAL PRODUCTS contain a defect, the SUPPLIER is obligated at its discretion to immediately remedy the defect or deliver a replacement at the SUPPLIER's expense and risk. The SUPPLIER is obligated to bear all costs incurred in the scope of supplementary performance. This includes, among other things, in addition to the costs of transport, travel, labor, and material, the necessary expenses for the installation and removal of the defective CONTRACTUAL PRODUCT that are incurred because the CONTRACTUAL PRODUCT has been installed in other products or equipment. Claims by the CUSTOMER in accordance with the aforementioned sentence, however, remain excluded insofar as the supplementary performance costs increase due to the fact that the CONTRACTUAL PRODUCTS have been brought to a location other than the place of delivery or the registered office of the CUSTOMER, unless the

transfer corresponds to their intended or contractually stipulated use.

- 13.4. If the supplementary performance (i) is not carried out by the SUPPLIER within a reasonable period of time set by the CUSTOMER or (ii) is finally refused by the SUPPLIER or (iii) is unreasonable for the CUSTOMER or (iv) has failed twice, the CUSTOMER is entitled (i) to reduce the agreed purchase price or (ii) to withdraw from the respective INDIVIDUAL AGREEMENT and / or (iii) to claim reimbursement of expenses and/or (iv) to claim compensation for damages. This shall also be correspondingly valid for claims for reimbursement of expenses by the CUSTOMER in accordance with.
- 13.5. Claims from the CUSTOMER for reimbursement of expenses shall also expire if not communicated to PHOENIX CONTACT in WRITTEN FORM within twelve (12) months from the beginning of the statutory limitation period. Additionally, such recourse claims by the CUSTOMER against PHOENIX CONTACT shall only be valid insofar as the CUSTOMER has not concluded any agreement with its buyer that exceeds statutory claims for defects.
- 13.6. If a new CONTRACTUAL PRODUCT is delivered in the scope of supplementary performance, the warranty period for the replaced CONTRACTUAL PRODUCT will begin anew from the time of the transfer of risk of the new delivery in accordance with point I.13.2. In the event of a repair of the defective CONTRACTUAL PRODUCT, the warranty period as per point I.13.2 will begin anew only with respect to the respective defect for the defective part of the CONTRACTUAL PRODUCT repaired by PHOENIX CONTACT.
- 13.7. The withdrawal of the CUSTOMER is excluded, insofar as the breach of obligation is insignificant, unless PHOENIX CONTACT has assumed the procurement risk or a guarantee for the performance. Point I.16.2 remains unaffected by this provision.
- 13.8. WARRANTY CLAIMS of the CUSTOMER due to material and legal defects are excluded in cases where the CONTRACTUAL PRODUCT either (i) has been modified by the CUSTOMER or other third parties and the defect is due to this modification and / or (ii) has not been used or applied by the CUSTOMER as intended and / or (iii) has been manufactured according to drawings, models, or other equivalent descriptions or specifications of the CUSTOMER provided by the CUSTOMER and PHOENIX CONTACT could not or should not have recognized the defect.
- 13.9. In case of defects in the CONTRACTUAL PRODUCTS, it is the CUSTOMER's duty to inspect the CONTRACTUAL PRODUCTS upon their arrival and to give notice of defects, to PHOENIX CONTACT in WRITTEN FORM.
- 13.10. If a notice of defect is unjustifiably given due to a culpable behavior of the CUSTOMER, PHOENIX CONTACT is entitled to charge the CUSTOMER for the costs it incurs due to this.
- 13.11. Point I.14 applies supplementarily to legal defects.
- 13.12. Point I.13 subsequently describes the scope for which PHOENIX CONTACT has a warranty obligation.

### 14. THIRD PARTY RIGHTS



- 14.1. Unless otherwise agreed between the contractual partners, PHOENIX CONTACT is obligated to deliver the CONTRACTUAL PRODUCTS only in the country of the place of delivery without a violation of THIRD PARTY RIGHTS that do not interfere with the contractual use of the CONTRACTUAL PRODUCTS.
- 14.2. If the use of the CONTRACTUAL PRODUCTS is restricted or prohibited due to the violation of THIRD PARTY RIGHTS, the SUPPLIER shall, at its option, at the SUPPLIER's expense (i) modify the respective CONTRACTUAL PRODUCTS in such a way that they fall outside the scope of protection of the asserted property right or (ii) obtain the authorization that the respective CONTRACTUAL PRODUCTS can be used for the CUSTOMER without infringement of THIRD PARTY RIGHTS. If it is not possible for the SUPPLIER to implement the aforementioned measures with economically justifiable effort, the SUPPLIER is entitled to extraordinarily terminate the INDIVIDUAL AGREEMENT relating to the CONTRACTUAL PRODUCTS concerned.
- 14.3. The parties shall inform each other in writing without delay in the event that third parties claim infringement of THIRD PARTY RIGHTS arising from the use and/or distribution of the CONTRACTUAL PRODUCTS.
- 14.4. Further claims of the CUSTOMER due to the violation of THIRD PARTY RIGHTS shall be governed by the statutory provisions, unless otherwise agreed in these General Delivery Terms.
- 14.5. The CUSTOMER shall not recognize the asserted violation of rights without the prior consent of the SUPPLIER and shall either leave any disputes, including any out-of-court settlements, entirely to the SUPPLIER or shall conduct them strictly in consultation with the SUPPLIER. The SUPPLIER shall reimburse the CUSTOMER for any necessary legal defense fees and expenses insofar as these are based on the fact that the appropriate defensive measures and settlement negotiations are, or must be, the prerogative of the CUSTOMER on a legal basis. Insofar as the CUSTOMER is at fault for the violation of rights, claims against the SUPPLIER are excluded.
- 14.6. If the CUSTOMER suspends use of the CONTRACTUAL PRODUCTS as a result of the asserted violation of rights without a judicial or administrative order, the CUSTOMER shall be obligated to notify the claimant of the asserted violation of rights that this suspension of use does not imply any acknowledgment of a violation of THIRD PARTY RIGHTS.

## 15. Liability

- 15.1. The liability of the SUPPLIER for breaches of obligations arising out of or in connection with the INDIVIDUAL AGREEMENTS, in particular for compensation for damages and reimbursement of expenses, as well as claims arising from indemnification obligations, shall be governed by this point unless expressly regulated otherwise in these General Delivery Terms.
- 15.2. The SUPPLIER shall be liable without limitation in case of (i) intentional or grossly negligent breach of obligation; (ii) injury to life, body, or health; (iii) delay, insofar as a fixed date of delivery and/or fixed date of

performance was agreed; (iv) assumption of a guarantee for the quality of the goods or the existence of a performance success, or a procurement risk or (v) liability according to the Norwegian Product Liability Act ("produktansvarsloven") or other legally mandatory liability issues.

- 15.3. In case of a slightly negligent violation of essential contractual obligations, the SUPPLIER's liability shall be limited to damages that are predictable in character with the agreement. Cardinal obligations are those obligations whose fulfillment is a necessary prerequisite for the proper performance of the INDIVIDUAL AGREEMENT and on whose observance the party may consistently rely.
- 15.4. The typical contractual and foreseeable damages or the typically foreseeable expenses and the liability of the SUPPLIER relating to these is limited to the amount of the net invoice amount in accordance with the INDIVIDUAL AGREEMENTS, taking into account expected or grantable bonuses, discounts, credit notes (hereinafter referred to as "AMOUNT"), which the CUSTOMER has paid to PHOENIX CONTACT for the CONTRACTUAL PRODUCTS in the calendar year preceding the calendar year in which the damaging event occurs. If the damaging event occurs within the first calendar year, then, for the purposes in this context, the AMOUNT paid by CUSTOMER to PHOENIX CONTACT up to that point shall be extrapolated to twelve (12) months.
- 15.5. In case of a delay caused by slight negligence, the liability of PHOENIX CONTACT shall be limited to 0.5 % of the AMOUNT per instance of delay and to a maximum of 5 % of the AMOUNT calendar year.
- 15.6. Insofar as not otherwise stipulated in points 1.15.1–15.5, the liability of PHOENIX CONTACT for compensation for damages or expenses is excluded.
- 15.7. Liability for indirect damages, direct damages, loss of profit, loss of production, interruption of operations, contractual third party claims, loss of use, loss of data and information, wasted expenses, as well as financing expenses or damage to image is excluded, unless the conditions of the point 1.15.2 apply.
- 15.8. If the liability of PHOENIX CONTACT is excluded or limited, this also applies to corporate bodies, employees, representatives, persons used to fulfil its obligations and subcontractors of PHOENIX CONTACT as well as its AFFILIATED COMPANIES.
- 15.9. Claims for damages and reimbursement of expenses of the CUSTOMER expire in accordance with the Norwegian Limitation Period Act (foreldelsesloven).

## 16. FORCE MAJEURE

- 16.1. Should PHOENIX CONTACT, despite proper and sufficient coverage prior to conclusion of contract (congruent coverage), be unable to deliver / render services to the CUSTOMER or deliver / render services to the CUSTOMER in a timely manner due to FORCE MAJEURE circumstances, PHOENIX CONTACT shall inform the CUSTOMER without delay, at the very least in TEXT FORM. In this case, PHOENIX CONTACT is entitled to delay the delivery and / or service for the duration of the disruption or to withdraw from the INDIVIDUAL AGREEMENT in whole or in part due to the unfulfilled term of the AGREEMENT insofar as PHOENIX CONTACT has fulfilled its foregoing obligation to inform and has not

assumed a guarantee of performance and / or delivery. In case of a withdrawal, PHOENIX CONTACT shall reimburse the CUSTOMER for services already provided with regard to the component of the AGREEMENT covered by the withdrawal.

- 16.2. If a binding agreement has been reached regarding a delivery date or performance date, and if the agreed delivery or performance date has been exceeded due to FORCE MAJEURE circumstances, the CUSTOMER is thus entitled to withdraw from the INDIVIDUAL AGREEMENT due to the unfulfilled part of the AGREEMENT following the unsuccessful expiration of a reasonable grace period defined by the CUSTOMER. Further claims by the CUSTOMER, in particular to compensation for damages, are excluded in this case insofar as PHOENIX CONTACT has not assumed a guarantee of performance and / or delivery. The preceding provision in accordance with point 1.16.2 shall be correspondingly valid if no contractual agreement exists concerning a fixed delivery / performance date and further adherence to the INDIVIDUAL AGREEMENT by the CUSTOMER would be objectively deemed unreasonable.

## **17. Hardship**

- 17.1. If the SUPPLIER is obliged under the INDIVIDUAL AGREEMENT to make a single or multiple delivery (call-off delivery), the obligation to deliver shall cease to apply if the legal, economic and / or logistical procurement conditions on the market for the provision of the contractual delivery and / or service have changed for the SUPPLIER compared to the time of the conclusion of the INDIVIDUAL AGREEMENT in such a way that, from an objective point of view, the fulfillment of the delivery and / or service obligation can no longer be expected of the SUPPLIER. In this context, the SUPPLIER can no longer be expected to fulfill the delivery and / or service obligation, in particular if, due to a general shortage of raw materials and / or parts, it is not possible for the SUPPLIER to procure them from the usual suppliers within the agreed delivery and / or service periods.
- 17.2. The SUPPLIER's obligation to deliver shall also cease if the situation or event leading to the aforementioned inappropriateness was foreseeable in principle, but not specifically at the time of conclusion of the INDIVIDUAL AGREEMENT. The SUPPLIER will inform the CUSTOMER without delay if the aforementioned situation occurs that leads to the SUPPLIER being exempt from performance. In this case, the contractual partners shall immediately negotiate an adjustment of the INDIVIDUAL AGREEMENT, under consideration of the interests of both parties, which will take the aforementioned situation into account. If, on request of one of the contractual partners of the INDIVIDUAL AGREEMENT, such an agreement is not reached within 30 calendar days, both contractual partners will be entitled to withdraw from the affected INDIVIDUAL AGREEMENT without compensation.

## **18. Return of unused CONTRACTUAL PRODUCTS**

- 18.1. The Return of unused CONTRACTUAL PRODUCTS shall only be possible after prior agreement between CUSTOMER with SUPPLIER.
- 18.2. CONTRACTUAL PRODUCTS that are agreed to be returned shall fulfil the following requirements:
- The CONTRACTUAL PRODUCTS shall be unused and in the same condition as those delivered by the SUPPLIER; and
  - The CONTRACTUAL PRODUCTS shall be sorted and packed in the same manner (unopened and originally packed) as delivered by SUPPLIER; and
  - The CONTRACTUAL PRODUCTS shall be accompanied by the initial invoice and packing slip copy of SUPPLIER.
- 18.3. Made to order CONTRACTUAL PRODUCTS cannot be returned.
- 18.4. Any additional work incurred by the SUPPLIER due to the return of unused CONTRACTUAL PRODUCTS shall be charged to CUSTOMER.
- 18.5. All freight costs associated with the returns shall be paid by CUSTOMER.
- 18.6. Approved returns will be credited at the price of the date of invoice less a 20 % fee, but not less than NOK 500.00.

## **19. Data protection**

The contractual partners mutually commit to comply with all data protection acts and related requirements that apply to the fulfillment of their obligations as covered by this AGREEMENT.

## **20. Corporate responsibility**

The contractual partners pledge to uphold their social responsibility as described in the following with regard to their business activities worldwide. The contractual partners therefore commit to comply with the contents of the respectively applicable Code of Conduct of the PHOENIX CONTACT Group. This Code of Conduct defines what this specifically means, particularly concerning acceptable working conditions and social and environmental compatibility as well as transparency, trustworthy cooperation, and integrity and fairness in business.

## **21. Export regulations / export controls / provision clause**

- 21.1. The SUPPLIER confirms that all applicable European and international laws with regard to export control law, sanctions law, or embargo law are complied with, insofar as this does not conflict with mandatory national or European legal provisions, in particular Council Regulation (EC) No. 2271/96 of 22 November 1996, as last amended by Commission Delegated Regulation (EU) 2018/1100 of 6 June 2018 ("EU Blocking Regulation").
- 21.2. The INDIVIDUAL AGREEMENT is subject to the condition precedent that any required export or shipment licenses are issued by the appropriate authority or it is determined that an export or shipment license is not required. In addition, it is subject to the condition precedent that no other applicable embargo or sanctions provisions conflict with the performance of the agreement. Deadlines and delivery times shall be extended accordingly by delays due to export controls or approval procedures as well as the culpably late provision by the



CUSTOMER of the information and documents required for export or shipment.

- 21.3. At the SUPPLIER's request, prior to delivery of the CONTRACTUAL PRODUCTS and prior to performance by the SUPPLIER, the CUSTOMER will sign a separate statement affirming that it is not on any national, European, or US sanctions list or subject to any other embargo restrictions applicable to the SUPPLIER.
- 21.4. The CUSTOMER is advised by the SUPPLIER that the export of the delivered CONTRACTUAL PRODUCTS, information, and documentation may be subject to an approval requirement or be prohibited under the respectively applicable export regulations of the Kingdom of Norway and / or the United States of America (US (re)export regulations) – e.g., due to their properties or concrete use – and that violations may be punishable by law. The CUSTOMER is not permitted to resell or forward the CONTRACTUAL PRODUCTS if the resale or forwarding would violate regulations of foreign trade law applicable to the SUPPLIER. These include, in particular, export bans in accordance with the Norwegian Export Control Act (eksportkontrollloven) and the applicable sanctions and embargo provisions.
- 21.5. In the event of culpable violation of the aforementioned obligations by the CUSTOMER, they shall indemnify the SUPPLIER of all claims and make good all damages arising from claims asserted against the SUPPLIER by suppliers or licensors of the SUPPLIER, by third parties, or by government and / or international authorities or organizations.

## **22. Provisions regarding return obligations under the Norwegian Waste Regulation (avfallsforskriften)**

- 22.1. The following provisions stated in points II 21.2 to II 21.6 shall apply to the extent they do not conflict with mandatory rules in the Norwegian Waste Regulation (avfallsforskriften).
- 22.2. If the CONTRACTUAL PRODUCTS involve electrical / electronic equipment, PHOENIX CONTACT shall offer the CUSTOMER to take back and dispose of such equipment at the CUSTOMER's request. Otherwise, the CUSTOMER shall assume the obligation to properly dispose of the delivered goods at its own expense after discontinuation of use in accordance with the statutory provisions. In this case, the CUSTOMER shall indemnify PHOENIX CONTACT and the suppliers of PHOENIX CONTACT from the legal obligations and the related claims of third parties. PHOENIX CONTACT reserves the right to demand the return of the goods after discontinuation of use and shall notify the CUSTOMER thereof in due time.
- 22.3. If the CONTRACTUAL PRODUCTS involve automotive or industrial batteries, and if such batteries are installed in or included with such CONTRACTUAL PRODUCTS, the CUSTOMER shall assume the obligation to properly dispose of the delivered goods after discontinuation of use at its own expense in accordance with the statutory provisions. In this case, the CUSTOMER shall indemnify PHOENIX CONTACT and PHOENIX CONTACT's suppliers from the legal obligations and the claims of third parties in relation to this. PHOENIX CONTACT reserves the right to demand the return of the goods after discontinuation of

use and shall notify the CUSTOMER thereof in due time.

- 22.4. If the CONTRACTUAL PRODUCTS involve packaging that is not subject to system participation or if the CONTRACTUAL PRODUCTS are packaged in such packaging, the CUSTOMER shall assume the obligation to properly dispose of the delivered packaging at its own expense in accordance with the statutory provisions. In this case, the CUSTOMER shall indemnify PHOENIX CONTACT and the suppliers of PHOENIX CONTACT from the legal obligations and the related claims of third parties.
- 22.5. The CUSTOMER shall contractually obligate any commercial third parties to whom it transfers the delivered CONTRACTUAL PRODUCTS or packaging to properly dispose of the delivered CONTRACTUAL PRODUCTS or packaging after the termination of use at its own expense in accordance with the statutory provisions and to impose a corresponding further obligation in the event of a further transfer. If the CUSTOMER fails to contractually obligate commercial third parties to whom it passes on the delivered CONTRACTUAL PRODUCTS or packaging to assume the disposal obligation and to pass on such obligation, the CUSTOMER shall be obliged to take back the delivered CONTRACTUAL PRODUCTS or packaging after discontinuation of use at its own expense and to dispose of them properly in accordance with the statutory provisions. Also in this respect, the CUSTOMER shall indemnify PHOENIX CONTACT and PHOENIX CONTACT's suppliers from the legal obligations and the claims of third parties in relation to this.
- 22.6. The claims on the part of PHOENIX CONTACT for taking over / indemnification by the CUSTOMER referred to in points 21.2 to II.21. shall expire ten (10) years after discontinuation of the use of the equipment delivered by PHOENIX CONTACT to the CUSTOMER. The ten-year expiration shall apply regardless of PHOENIX CONTACT's knowledge and shall commence at the end of the year in which the claim arose.

## **23. Applicable law / place of jurisdiction**

- 23.1. This AGREEMENT shall exclusively be governed by Norwegian law. The provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 23.2. Exclusive place of jurisdiction for all disputes concerning this INDIVIDUAL AGREEMENT shall be Oslo, Norway, as long as the CUSTOMER's registered office is located in an European Economic Area member state.

## **24. WRITTEN FORM / Assignment / acknowledgement**

- 24.1. Oral side agreements do not exist. Any amendments and supplements to the General Delivery Terms require the WRITTEN FORM and the mutual consent of the contractual partners. The same applies to any waiver of this requirement for written form or its cancellation.
- 24.2. Unilateral declarations and notifications under these General Delivery Terms must be in TEXT FORM

unless otherwise stipulated by these General Delivery Terms.

24.3. The CUSTOMER may assign rights and obligations arising from or in connection with these General Delivery Terms only with the prior written consent of PHOENIX CONTACT.

24.4. Any acknowledgement of breaches of obligations by PHOENIX CONTACT always requires the WRITTEN FORM.

## **II. Special rules for deliveries that are free of charge**

If deliveries that are free of charge are the subject of the INDIVIDUAL CONTRACT, the General Delivery Terms will apply with the following restrictions and supplements:

1. **General** Points I.10 and I.11 do not apply.

### **2. Warranty / THIRD PARTY RIGHTS**

Point I.13 and point I.14 will be replaced by:  
Insofar as PHOENIX CONTACT delivers the CONTRACTUAL PRODUCTS to the CUSTOMER free of charge, this is done under exclusion of any warranty.

### **3. Disclaimer and limitation of liability**

Only points I.15.1 (i) to (iii), I.15.6 and I.15.8 apply.  
Otherwise, the statutory provisions apply.

**Applicable as of: April 2024**