

GENERAL TERMS AND CONDITIONS OF SALE OF PHOENIX CONTACT NV/SA IN ZAVENTEM

A. Applicability

These General Terms and Conditions of Delivery apply to all offers and agreements with Phoenix Contact NV/SA in Zaventem, unless otherwise agreed in writing.

B. The Offer

1. All proposals made by the supplier constitute merely an invitation to the customer to make an offer and are not binding on the supplier until the supplier accepts the customer's offer and the agreement is concluded.
2. The weights, dimensions, capacities, and other data included in catalogs, brochures, circulars, advertisements, illustrations, and price lists are provided for informational purposes only. These data are binding on the supplier only to the extent that the agreement expressly refers to them. The buyer shall ensure that third parties do not use any documents provided to the buyer for their own benefit.

C. Agreement and Delivery Period

1. The supplier is bound only after written acceptance of the order by the supplier.
2. After the supplier has accepted the order, the customer may only rescind the agreement provided that the customer pays the supplier a lump-sum compensation of 10% of the total price, without prejudice to the supplier's right to charge for its actual damages.
3. The agreed delivery period begins as soon as the supplier has accepted the order, is in possession of all goods, documents, and data to be provided by the customer, and has received any advance payment requested by the supplier.
4. Unless otherwise agreed, the delivery times specified in the agreement are only approximate, as they may be subject to factors beyond the supplier's control. Any delay shall under no circumstances give rise to termination of the agreement or to any compensation.

D. The Price

1. The supplier has based the quoted prices on the cost price in effect at the time of the offer.
2. If the cost price has increased since the date of the offer, the price will be increased by the same amount, in accordance with legal requirements, for example due to changed market conditions that objectively justify an adjustment.

E. Delivery, Inspection, Transfer of Ownership, and Risk

1. Delivery is made carriage paid within Belgium or to another location designated by the buyer. In the event of delivery outside Belgium, the shipment of the goods shall be at the buyer's expense and risk.
2. Unless the buyer raises any objections regarding the delivered goods within fourteen days, the goods shall be deemed accepted by the buyer.
3. The buyer bears the risk from the time of delivery.
4. Without prejudice to the provisions regarding the transfer of risk, the goods remain the property of the supplier until full payment of their price, plus any interest and damages, if applicable.
5. To be valid, complaints must be submitted within eight days of receipt or installation of the goods, or upon discovery of a defect in the services provided, by certified mail, including a detailed and exhaustive list of the defects.
6. The supplier reserves the right to split an order and deliver it in parts, and to request payment for the goods already delivered even if the entire order has not yet been fulfilled.

F. Terms of Payment

1. Payments must be made without any deductions and without charges, in accordance with the terms agreed upon at the time of the order.
2. Our sales representatives are not authorized to issue legally valid discharges.
3. Failure to pay one or more invoices in full by the due date shall render all outstanding amounts immediately due and payable, without the need for any notice of default. We also reserve the right, without prior notice, to reclaim all unpaid goods and to claim damages.
4. Failure to pay one or more invoices in full by the due date entitles us to suspend the fulfillment of other orders without any formal notice and subject to the right to claim damages.
5. For any late payment, late payment interest will be charged at a rate of 12% from the due date, without the need for a notice of default. In addition, the relevant invoices will be increased by operation of law by an amount equal to 15% of the invoiced amount, as lump-sum compensation, with a minimum of 75 EURO per invoice. In addition to this amount, the supplier is entitled to reasonable compensation for all other collection costs exceeding this lump-sum amount and arising from the late payment, including litigation costs in accordance with the provisions of the Judicial Code.
6. The supplier reserves the right to issue invoices electronically.
7. Each invoice from the supplier is deemed accepted unless it is contested in writing by certified mail, stating the reasons, within 10 days of the invoice date.

G. Warranty and Liability

1. The supplier undertakes to remedy all indisputable latent defects (in the goods themselves) that are not the result of force majeure, improper intervention by the customer, or third parties,

by replacement or repair. This obligation applies only to defects that become apparent within 2 years of delivery. The supplier shall become the owner of the replaced parts. These parts shall be returned at the purchaser's expense.

2. Apart from what is stipulated in paragraph 1, the supplier shall not be liable for any other warranty or compensation. In particular, the supplier shall not be liable for any compensation for consequential damages, indirect damages, or for any damage to goods used for business purposes, nor for losses related to the purchaser's professional activity or to the persons for whom the purchaser is held liable under Article 1384 of the Civil Code.

3. Furthermore, the supplier shall not be liable to compensate for such damages on non-contractual grounds. With regard to bodily injury and damage to personal property, the supplier shall not be liable for damages if:

- it cannot be demonstrated that the defects were present at the time the goods were placed on the market;
- given the state of science and technology, the supplier could not have been aware of the presence of the defects;
- the defects are attributable to the design of the item into which the goods are incorporated or to the purchaser's instructions;
- the damage is attributable to errors on the part of the purchaser, the injured person, or someone for whom the injured person is responsible (e.g., improper maneuvers, incorrect operation, modifications made by the purchaser or third parties, etc.);
- the defects result from the goods' compliance with mandatory regulations issued by public authorities;
- if the damage is attributable to a lack of maintenance or to maintenance performed in violation of the maintenance manual or the maintenance instructions provided by the manufacturer;
- if the damage is attributable to the intervention of a third party not authorized by the manufacturer.

4. The buyer shall indemnify the supplier against all claims or demands that third parties might bring against the supplier based on damage as defined in Section 3. In the case of manufacturing according to plans provided by the buyer, the warranty shall in any event be limited to strict compliance with the specifications set forth in such plans.

5. The fact that a party does not, at a given time, assert compliance with a provision of the agreement shall not be interpreted as a waiver of the right to invoke it at a later date. The nullity or invalidity of a specific provision of the agreement shall not affect the validity of the remaining provisions of the agreement. The parties shall negotiate in good faith to amend the provision in question in order to preserve the same economic balance between the parties' rights and obligations as would have existed had the void provision been valid.

6. In all cases, Phoenix Contact's liability is limited to the amount of the order related to the complaint.

H. Disputes

Belgian law governs this agreement. In the event of a dispute, the courts of Brussels shall have exclusive jurisdiction.