GENERAL TERMS AND CONDITIONS OF DELIVERY of the private limited company Phoenix Contact B.V., having its registered office at Hengelder 56, 6902 PA Zevenaar, the Netherlands, valid from 1 January 2024.

Article 1 General

1. Phoenix Contact is engaged in the offer, sale and supply of high-quality electrotechnical and electronic products, systems and services on the industrial market.
2. All previously applicable general terms and conditions of delivery lapsed on 1 January 2024.
3. An Dutch version of these general terms and conditions of delivery is also available. In the event of discrepancies between the English and Dutch versions, the Dutch version shall prevail.

Article 2 Definitions

1. The terms below have the following meaning:
   - Client: the natural person or legal entity on whose instructions work is carried out on the basis of these Terms and Conditions;
   - Phoenix Contact: the legal entity that delivers goods and services on the instructions of the Client in accordance with these Terms and Conditions; and
   - Terms and Conditions: these general terms and conditions of delivery.

Article 3 Applicability of these Terms and Conditions

1. These Terms and Conditions apply to all legal relationships with Phoenix Contact, including, but not limited to, the offers provided by Phoenix Contact, (verbal) advice, quotation(s), orders accepted by Phoenix Contact and all agreements concluded with Phoenix Contact, unless previously agreed otherwise in writing.
2. The Client shall be deemed to have accepted these Terms and Conditions by consent or instruction.

Article 4 Amendments

1. Changes in the agreement shall only be effective if agreed in writing between Phoenix Contact and the Client. If changes are communicated in any other way, the risk for implementation of the change shall be borne by the Client.
2. Phoenix Contact shall have the right to amend these Terms and Conditions, and to declare additional and different provisions applicable; this shall also apply to agreements already concluded with the Client and shall apply subject to the following. Amendments shall take effect on a date to be determined by Phoenix Contact. Phoenix Contact shall observe a minimum period of 30 days between the date of publication and the date of entry into force. If Phoenix Contact has not set a date of entry into force, the date of entry into force shall be 30 days after the date of publication.

Article 5 Offers

1. Phoenix Contact's quotations shall be entirely without obligation and are made on the basis of the prices and specifications valid at the time of the quotation. The quotations are based on delivery under normal circumstances and normal working hours.
2. Quotations shall be valid for one (1) month, unless stated otherwise in the quotation.
3. If a quotation is accepted by the Client, Phoenix Contact shall reserve the right to revoke the quotation or the conclusion of the agreement within five (5) working days after receipt of this acceptance, without stating reasons. The agreement shall be dissolved as a result of this revocation, without Phoenix Contact being liable for any compensation. In that case, the Client shall only be entitled to reimbursement of payments already made, which relate to the revoked quotation.
4. If the acceptance (whether or not in respect of minor points) departs from the quotation, Phoenix Contact shall not be bound thereby.
5. A compound quote shall not oblige Phoenix Contact to execute part of the agreement against a corresponding part of the quoted price.
6. Offers and quotations shall not apply automatically to future orders.

Article 6 Samples

1. Phoenix Contact and the Client may agree that Phoenix Contact will provide samples to the Client. The samples remain the sole property of Phoenix Contact. Samples are only made available for testing purposes by the Client. Phoenix Contact accepts no liability for damage caused by the use of a sample. The Client will immediately return the sample(s) at the first request of Phoenix Contact.

Article 7 Agreement

1. An agreement shall only be concluded once the Client has signed the agreement, or the agreement and/or quotation is confirmed in writing by the Client or if Phoenix Contact has started implementation thereof.
2. If an agreement is concluded verbally or by telephone, Phoenix Contact shall confirm the agreement in writing to the Client. Confirmation of the agreement shall be deemed to be a correct and complete representation of what has been agreed, unless the Client objects in writing within seven (7) days.
3. Each agreement shall be entered into under the suspensive condition that the Client is sufficiently

creditworthy on the basis of information obtained by Phoenix Contact.
4. Orders for delivery of goods given to subordinates of Phoenix Contact shall be binding on the Client. Agreements other than the aforementioned orders shall bind Phoenix Contact only following written acceptance.
5. Phoenix Contact shall at all times have the right to have a given order carried out by third parties, in whole or in part.

Article 8 Terms and delivery times

1. Delivery times are only approximates and shall commence after expiry of the period of five (5) days as referred to in article 5.3.
2. Phoenix Contact shall be obliged to make every reasonable effort to observe the agreed delivery times.
3. If a delay occurs as a result of a change in working conditions, as applicable at the time of the conclusion of the agreement, the delivery time shall be extended for such time as is reasonable - all circumstances taken into account- without prejudice to a claim under article 9.
4. If a delivery time stated in the quotation has been exceeded by more than two (2) months, the Client shall have the right to cancel the agreement without being able to claim damages. The Client must indicate that it wishes to exercise its cancellation right as stated in these Terms and Conditions by means of a registered letter addressed to Phoenix Contact.

Article 9 Force majeure

1. If Phoenix Contact is prevented to perform the agreement due to force majeure, it shall be entitled, without judicial intervention, to dissolve or suspend the further implementation of the agreement, without any obligation to pay damages and without prejudice to its further rights.
2. Force majeure on the part of Phoenix Contact shall be deemed to exist if the seller, after entering into the agreement, is prevented from fulfilling its obligations under this agreement or from the preparation thereof as a result of war, threat of war, civil war, terrorism, insurrection, acts of war, fire, water damage, flooding, epidemics, pandemics, strikes, sit-downs, lockouts, import and export restrictions, government measures, defects in machinery, disruptions in the supply of energy, incapacity for work, unavailability of personnel, all this both in the business of Phoenix Contact and at third parties from which Phoenix Contact must obtain, entirely or partially, the necessary materials or raw materials, as well as during storage or transport, under its own management or otherwise, and furthermore due to all other matters arisen through no fault or risk of Phoenix Contact.
3. If the suspension has lasted for a period of six (6) months, the agreement shall be dissolved by operation of law.
4. In all cases, the Client shall be obliged to pay Phoenix Contact the purchase price and any delivery costs of the goods already delivered in accordance with the provisions of article 12.

Article 10 Delivery

1. The costs of delivery in the Netherlands shall be for the account of Phoenix Contact, unless otherwise agreed (carriage paid). Additional costs may be charged to the Client for delivery outside the Netherlands.
2. If part of the order is ready, Phoenix Contact may choose to deliver this part or wait until the entire order is ready. In the event of partial delivery, an invoice shall be sent accordingly, which must be paid within the payment term specified in article 12 below. The Client shall not be allowed to defer payment of this invoice until full delivery has taken place.
3. Phoenix Contact shall at all times be free in its choice of means of transport. In the case of carriage paid delivery, delivery shall take place in the normal manner, where this is possible in view of the means of transport chosen by Phoenix Contact. The Client shall be obliged to take delivery of the goods there.
4. The place and method of delivery shall be specified in the agreement. The time of delivery shall be considered the moment of:
   - presenting the goods at the agreed place. If the site where the goods are to be delivered is not or not sufficiently accessible by Phoenix Contact, Phoenix Contact shall be entitled to deliver the goods at a different location;
   - If the goods are not delivered by Phoenix Contact to a location specified by the Client, the moment of delivery shall be the moment that Phoenix Contact has informed the Client that the goods are at its disposal.
5. From the moment of delivery, the risk of the goods shall be entirely at the expense of the Client.
6. If the Client fails to take delivery of the goods, the Client shall be in default. In that case, Phoenix Contact shall be entitled to sell the goods to a third party, without prejudice to its right to compensation.

Article 11 Prices

1. All prices are exclusive of VAT.
2. The costs of any packaging, transport and shipping, as well as insurance during transport, are included in

the price, unless it concerns shipping outside the Netherlands.
3. In the event of price increases in the period between the conclusion of the agreement and delivery of the goods, Phoenix Contact shall be entitled to charge the Client a proportionate increase in the purchase price.
4. Phoenix Contact reserves the right to adjust prices if goods must be delivered three (3) months or later after the order date.
5. Payment of any extra charge pursuant to the provisions of this article 11 shall be made at the same time as the principal sum.

Article 12 Payment

1. Payment must be made within 30 days of the invoice date to an account number to be designated by Phoenix Contact. The place of payment is Zevenaar.
2. Phoenix Contact shall at all times be entitled to require cash payment before or upon delivery of the goods.
3. In the event of late payment, 1% interest per month shall be due on the outstanding amount from the due date of the invoice, whereby each part of a month will be counted as a whole month and without demand and/or notice of default being required.
4. If the Client fails to fulfil its payment obligations, Phoenix Contact shall also be authorised, without demand and/or notice of default, to cancel the part of the agreement not yet implemented, without prejudice to its right to compensation and other legal rights.
5. The Client shall be obliged to pay all legal and extrajudicial costs related to the collection of any amount due, such as the costs of seizure, litigation costs, costs of bankruptcy petition and extrajudicial collection costs. The extrajudicial collection costs amount to 15% of the principal sum to be claimed by Phoenix Contact, with a minimum of € 1,000.00.
6. Phoenix Contact shall at all times have the right to require additional security from the Client for the fulfilment of its obligations. Failure to comply with the written demand to that effect by Phoenix Contact, shall give Phoenix Contact the right to immediately claim the purchase price or dissolve the agreement without judicial intervention, without prejudice to the right of Phoenix Contact to compensation for damages, costs and interest.
7. Phoenix Contact shall have the right to determine which debts the payments are to be deducted from, but in any case, payments will first be considered as compensation for the interest and costs incurred by Phoenix Contact if and to the extent that this is necessary.
8. The right of set-off or suspension of payment is excluded.

Article 13 Retention of title

1. All goods delivered by Phoenix Contact shall remain the property of Phoenix Contact until the Client has fulfilled all obligations (including interest and costs due) under all agreements entered into with Phoenix Contact.
2. The Client shall not be authorised to pledge or otherwise encumber the goods subject to retention of title.
3. If third parties seize goods delivered under retention of title or wish to establish or assert rights to these goods, the Client shall be obliged to immediately notify Phoenix Contact thereof.
4. In the event that Phoenix Contact wants to exercise its property rights as provided for in this article 13, the Client hereby gives, in advance, unconditional and irrevocable permission to Phoenix Contact and third parties to be appointed by Phoenix Contact to enter the areas where the property of Phoenix Contact is located and to recover said goods. The Client shall be obliged to render all cooperation in this respect on pain of a penalty of 10% of the amount it owes, per day.
5. As long as the goods under the provisions of the preceding paragraphs continue to be the property of Phoenix Contact, the Client shall be obliged to insure these goods against fire, theft, claims of third parties and excess to a sufficient extent and for its own account. In certain cases, the Client shall be obliged to transfer or pledge its rights under the insurance policy referred to, to Phoenix Contact. The Client shall inform Phoenix Contact, on first request, of the insurance company involved and the insurance terms and conditions.
6. In case of resale by the Client of goods not (yet) paid for in whole or in part, the Client shall transfer to Phoenix Contact the claims arising from this resale to its buyer (the second buyer), which transfer shall be considered as (partial) payment. The Client shall be obliged to provide Phoenix Contact with the relevant information on first request, allowing Phoenix Contact to collect the amount due directly from the second buyer. The amount paid by the second buyer to Phoenix Contact will be deducted from the total amount the Client owes Phoenix Contact. In the event of resale, the Client shall also be required to maintain the same retention of title as in this provision.

Article 14 Return

1. The Client has the right to return goods within six (6) months after the invoice date, provided they are in unopened and undamaged packaging.

Phoenix Contact is entitled to charge additional costs if goods are registered for return between three (3) and six (6) months after the invoice date. Goods specific for the Client cannot be returned.
2. Goods must be returned to Phoenix Contact within two (2) weeks of registration. The number of goods in the registered return must correspond to the actual return. Goods that have not been registered for return, but are returned, will not be credited.
3. For returns, Phoenix Contact will deduct 5% of the sales value of the return order with a minimum of € 200.00.
4. Return of (part of) the order by the Client can only take place if Phoenix Contact has agreed to the Client in writing. Any costs incurred by Phoenix Contact can be recovered from the Client.
5. Under no circumstances does this release the Client from its obligation to pay invoices in accordance with article 12.

Article 15 Complaints/Guarantee

1. Applicability of article 7:17 of the Dutch Civil Code is excluded. Phoenix Contact only provides a guarantee for the work carried out, advice issued or goods delivered, to the extent stipulated in this article 15.
2. In case of complaints relating to the work performed, advice issued or goods delivered, the Client shall complain in writing within eight (8) days after the date of the invoice sent by Phoenix Contact.
3. In case of a hidden defect, the complaint must be submitted within eight days after the moment of discovery or within eight (8) days after the moment when the defect reasonably could/should have been discovered. In that case, the Client must prove that there is a hidden defect and that this could not have been discovered within eight (8) days after receipt.
4. The complaint must contain as detailed a description as possible of the defect, allowing Phoenix Contact to respond adequately. The Client shall afford Phoenix Contact the opportunity to investigate a complaint or have this investigated.
5. If a complaint is well-founded, Phoenix Contact will redeliver the goods it has delivered, to the extent possible. If a complaint is accepted, Phoenix Contact shall reserve the right to repossess the goods and refrain from further delivery under repayment of the purchase price, or to require the Client to keep the goods at a reduced price. Phoenix Contact may also decide to redeliver free of charge.
6. Any further right to compensation in respect of a complaint is excluded. Phoenix Contact shall not be liable to the Client beyond that which ensues from the warranty provided under article 15.5.
7. Any type of warranty shall lapse if a defect is caused by or results from injudicious or inappropriate use or use after the expiry date, minor deviations in quality, quantity, deviations deemed as permissible within the sector, wear and tear or defects due to normal use, improper storage or maintenance performed by the Client and/or third parties when, without the written permission from Phoenix Contact, the Client or third parties have carried out or have tried to carry out changes to the good, other goods have been attached that should not have been attached or if they were processed or modified in a manner other than the prescribed manner. Nor shall the Client be entitled to the warranty if the defect is caused by or results from circumstances beyond the control of Phoenix Contact, including weather conditions (such as for example, but not limited to, extreme rainfall or temperatures) etcetera.
8. Complaints shall not constitute grounds for dissolution of the agreement and/or suspension of the payment obligation.
9. The right to submit complaints shall lapse if the Client does not submit a complaint within the period specified in article 15.2 or 15.3. In all cases, the right to complain shall lapse after twelve (12) months from the conclusion of the agreement. The lapse of the right to complain results in the lapse of the Client's right of action to performance, compensation for damages, dissolution, set-off or suspension, as well as other similar legal claims.

Article 16 Liability

1. The total liability of Phoenix Contact towards the Client on account of an imputable failure in the performance of the agreement or on any legal basis whatsoever, expressly including any failure in the performance of a warranty obligation, shall be limited to compensation of direct damage with a maximum equal to the price agreed for that agreement (excluding VAT). If the agreement is mainly a continuing performance agreement with a term of more than one (1) year, the price stipulated for the agreement shall be set at the total of the fees (excluding VAT) for one (1) year. Under no circumstances shall Phoenix Contact's total liability for direct damage, on any legal basis whatsoever, exceed € 250,000.00.
2. Phoenix Contact's total liability for damage resulting from death, bodily injury or material damage to property shall not exceed € 1,000,000.00 per year in which the damage is caused.
3. The liability of Phoenix Contact for indirect damage, consequential damage, lost profits, lost savings, loss

due to business interruption, damage as a result of claims of third parties such as consumers/customers of the customer, damage related to the use of goods, materials or software of third parties prescribed by the Client to Phoenix Contact and damage related to hiring suppliers as instructed by the Client to Phoenix Contact is excluded. In addition, liability of Phoenix Contact for mutilation, destruction or loss of data or documents shall be excluded. Also excluded is Phoenix Contact's liability for damages related to the use of its goods in aerospace and/or space technology.

4. The exclusions and limitations set out in article 16.1 to article 16.3 shall not apply if and insofar as the damage is the result of intent or deliberate recklessness on behalf of Phoenix Contact or its executive management.
5. Unless performance by Phoenix Contact is permanently impossible, liability of Phoenix Contact due to attributable failure in the performance of an agreement shall arise only if the Client gives Phoenix Contact immediate written notice of default, specifying a reasonable period to rectify the failure and Phoenix Contact continues to fail imputably to perform its obligations after such period. The notice of default must contain the most complete and detailed description possible of the failure.
6. Any right to compensation is conditional upon the Client notifying Phoenix Contact in writing as soon as possible after the loss arises. Any claim for compensation against Phoenix Contact shall lapse by the mere expiry of one (1) year after the claim has arisen, unless the Client has brought an action for compensation for the damage before the expiry of that period.
7. Any costs the parties will have to incur in the context of evidence gathering and/or provision with respect to the liability/non-liability shall be at the expense of the parties.
8. The provisions of this article 16 of the Terms and Conditions, as well as all other limitations and exclusions of liability stated in these Terms and Conditions, shall also apply to all (legal) persons engaged by Phoenix Contact in the performance of the agreement.

Article 17 Supply of software

1. If Phoenix Contact supplies the Client with software (consisting of data carriers, or updates, follow-up versions or new releases, SaaS services, etc.) from a third party (hereinafter: 'Manufacturer'), the following provisions shall also apply, insofar as the applicable terms of use of the Manufacturer do not stipulate otherwise. In the event of conflict, the applicable software terms of use shall take precedence over these Terms and Conditions.
2. Phoenix Contact supplies the Client with software developed by the Manufacturer). The applicable terms of use ('Software License Terms') shall be provided to the Client and form part of the agreement. Upon first use of the software by (employees of) the Client - in whatever form - the Client shall be deemed to have received and agreed to the applicable terms of use.
3. Phoenix Contact can assist in the installation of this software and can provide guidance and training to employees of the Client.
4. The Client guarantees towards Phoenix Contact that it will comply with the applicable software terms of use. By violating the terms of use, the Client shall be in default towards Phoenix Contact.
5. All intellectual and industrial property rights are vested in the Manufacturer. The Client receives only a right of use.
6. In case of an order to install the software, the Client shall timely provide Phoenix Contact with all useful and necessary information for proper implementation of the agreement. The Client will also be responsible for the purchase of the hardware, cabling, etc. required for the installation.
7. In the case of assistance, Phoenix Contact will provide the Client with telephone or written support with respect to questions regarding the use of the ordered and supplied software, as well as help regarding malfunctions in that software. This support will be provided from 08:00 hours to 17:00 hours on customary working days in the Netherlands.
8. Phoenix Contact shall not be liable for errors in the software supplied, nor for the development of that software. The liability of Phoenix Contact shall be limited to the liability as stated in article 16 of these Terms and Conditions.

Article 18 Software

1. Software developed by Phoenix Contact is provided as is. To the maximum extent permitted by applicable law, Phoenix Contact makes no warranty of any kind, including but not limited to the operation, suitability for a particular purpose, functionality or usability of the software. Phoenix Contact accepts no liability for damage caused by the use of this software. Phoenix Contact does not guarantee that the software will function uninterruptedly, that the software is error-free and/or that any errors can be corrected.

Article 19 Intellectual Property

1. The Client shall not be permitted to make changes to the goods, unless the nature of the delivered goods dictates otherwise or if otherwise agreed in writing.

2. Any documents provided by Phoenix Contact, such as designs, sketches, drawings, films, (electronic) files, etc., are intended exclusively for use by the Client and may not be reproduced, disclosed or passed on to third parties without the prior consent of Phoenix Contact, unless the nature of the documents provided dictates otherwise.

Article 20 Confidentiality

1. The Client is obliged to maintain strict confidentiality towards third parties and to oblige its staff to the same confidentiality regarding all information and documents provided by Phoenix Contact that are classified as confidential. In any case, confidential information is understood to mean: quotations issued and conditions and prices agreed by Phoenix Contact and the Client.
2. If the Client must disclose confidential information due to a legal obligation, or by order of a court or authority, the Client will inform Phoenix Contact of this and will give the opportunity to object to the disclosure.
3. In the event of a violation by the Client of article 20.1, the Client will owe an immediately payable fine of € 25,000.00 and € 1,000.00 for each day that the violation continues, without prejudice to the right of compensation.

Article 21 Termination

1. In the event of (an application for) bankruptcy, (temporary) suspension of payments or dissolution of the Client, seizure, loss of control of assets or parts thereof, or if the Client is aware that one of these situations will (probably) arise, the Client shall be obliged to inform Phoenix Contact thereof in writing with immediate effect. In that case, all claims of Phoenix Contact on the Client shall be immediately and fully due and payable and Phoenix Contact shall be entitled to terminate this agreement with immediate effect, without being liable for any compensation.

Article 22 Nullity

1. If one or more provisions of these Terms and Conditions are void or voidable, than this shall not affect the validity of the other terms and conditions.
2. If Phoenix Contact does not always require strict compliance with its Terms and Conditions, this shall not imply that Phoenix Contact waives its rights to demand strict compliance in any case.

Article 23 Applicable law and disputes

1. Any agreement between Phoenix Contact and the Client shall be governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.
2. All disputes, including summary proceedings, relating to and/or arising from these Terms and Conditions and/or agreements to which these Terms and Conditions apply, will be adjudicated by the competent court in Arnhem, to the exclusion of any other court.