General Terms and Conditions of Sale PT Phoenix Contact

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Part A: General Terms and Conditions of Delivery

1. General
   a) For all contractual relations relating to the delivery of **Products** (as defined below) under an individual Contract between the supplier – the company PT Phoenix Contact ("Company") – and the customer ("Customer") the following terms and conditions of delivery ("General Terms and Conditions of Delivery") shall apply exclusively and form part of each individual Contract. Any terms and conditions that oppose or deviate from these General Terms and Conditions of Delivery shall not be accepted by Company unless Company expressly agreed to their validity in writing. The General Terms and Conditions of Delivery of Company shall also apply if Customer accepts the delivery of its order placed in accordance with clause 3 without reservation and/or pays for it despite being aware of the General Terms and Conditions of Delivery of the Company which conflict with or deviate from the terms and conditions of purchase of the Customer.

   b) If and to the extent embedded software is generally installed by the Company on the delivered Product or a **Software Product** (as defined below) is delivered to the Customer, the Company's terms and conditions for use of software ("Software License Terms") which are attached to these General Terms and Conditions of Delivery shall apply exclusively. The Software License Terms form part of the individual Contract and govern the Customer's use of the software, related services by the Company and all the Customer's related rights and obligations. The individual Contract is the License Agreement and – if applicable – Maintenance Agreement as defined in the Software License Terms.

   c) The Company shall be entitled to refuse to enter into, withdraw from or terminate any individual Contract in the event the Customer disagrees with these General Terms and Conditions of Delivery or the Software License Terms. In such a case all claims on the part of the Customer shall be excluded and the Company shall have no liability to the Customer

   d) The General Terms and Conditions of Delivery and the Software License Terms shall also be applicable on all future business transactions regarding the delivery of Products between the Company and the Customer.

   e) Further services, such as assembly and/or installation of the Products on the Customer's or third parties' premises is not owed by the Company unless this has been expressly agreed in **Written Form** (as defined below) between the contractual partners. If further services are agreed upon, the provisions in the corresponding Special Terms and Conditions for the relevant services apply in addition to these General Terms and Conditions of Delivery.

2) Non-disclosure
   a) "Confidential Information" is all information and documents of the respective contractual partner which are marked as confidential or have expressly been designated as such prior to their provision. In all cases, however, Confidential Information refers to terms and the remuneration (including all costs and material prices) that Company discloses to Customer. Information that is not considered "Confidential Information" is information that (a) was already verifiably known to the recipient upon conclusion of the respective individual Contract or becomes known to the recipient thereafter from a third party, without any confidentiality agreement, statutory provisions or official orders being violated, (b) was known publicly upon conclusion of the respective individual Contract or becomes publicly known thereafter, insofar as this is not based on any violation of these confidentiality obligations or (c) has been developed by the recipient independently and without recourse to Confidential Information or in accordance with the exceptions set forth in sub-clauses 2)a)(a) and 2)a)(b).

   b) The contractual partners agree to treat Confidential Information as confidential and not to disclose or render it accessible to third parties. This obligation shall continue to exist for a period of five (5) years after discontinuation of the respective individual Contract.

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c) If Confidential Information must be disclosed due to legal obligations or by order of a court or authority, the recipient obliged to disclose shall, to the extent permissible and possible, notify the other contractual partner in advance and give it the opportunity to take action against the disclosure.

d) The Company is entitled to grant access to Confidential Information to (a) lawyers, auditors and other advisors, and/or (b) technical service providers (e.g. computer centre operators, host providers, cloud providers) and/or (c) third parties reasonably involved in the execution of corporate transactions relating to Company (e.g. merger, corporate sale or sale of shares) and / or (d) affiliated companies of Company, provided (i) this is necessary to protect the justified interests of Company 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 Terms and Conditions of Delivery.

3) Orders / Prices/ Increasing of Costs

a) The Company will supply products (including, without limitation, cabinets, but excluding any software like embedded software installed by the Company on delivered products) with a Phoenix Contact material number plus the product documentation required by law ("Products") to the Customer based on an individual Contract. An "individual Contract" is any contract in relation to the delivery of Products entered between the Company and the Customer based on an order of the Customer and an acceptance of the Company as set out in the following clauses.

b) If agreed in an individual Contract, the Company will also provide the Customer with a stand-alone software with a Phoenix Contact material number plus the software documentation required by law ("Software Product") and respective maintenance and support services subject to the Software License Terms. The contractual partners shall set out the type of licensed software in the individual Contract.

c) The Company is entitled to use third parties for the provision of the respective Products under an individual Contract.

d) All tenders and quotations issued by the Company shall be treated as invitations to trade. Unless otherwise expressly stated therein any tender or quotation given by the Company shall not remain open for longer than the life of the current Product catalogue or the validity as stated in the quotations or whatsoever, whichever comes first. A tender or quotation may be withdrawn by the Company at any time before acceptance by the Company of any order placed with the Company.

e) All orders placed with the Company shall be in writing, and may be placed by post, facsimile transmission or other electronic means and are subject to acceptance by the Company (which may be by notice to the Customer or by delivery of the Products) and shall be deemed to be made subject to these terms and conditions. Verbal orders may be accepted by prior agreement but must be confirmed in **Written Form** (as defined below) or **Text Form** (as defined below) (in particular email) by the Company to be effective. No qualification or condition contained in any form, acknowledgement of order or otherwise shall form any part of an individual Contract unless expressly agreed to in writing by a director of the Company. Only the directors of the Company are authorised to agree to any variation of these terms on behalf of the Company and unless otherwise expressly agreed in writing any variation so agreed shall not apply in respect of any orders or contract subsequent to the order or contract in respect of which it is made. Save as expressly agreed to in writing by a director of the Company, in the event of any conflict, contradiction, ambiguity, inconsistency or discrepancy between these General Terms and Conditions and the other terms of the individual Contract, these General Terms and Conditions shall take precedence.

f) Unless otherwise expressly agreed in writing between the contractual partners, the prices quoted by the Company are ex works (EXW Incoterms® 2020) of the Company and exclude the costs of special packaging, all customs duties, fees, levies and similar taxes at the applicable rate (if any) incurred in connection with the Products, which shall be borne by the Customer.

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g) The Company is entitled to make excess or short deliveries up to 5 % of the agreed delivery quantity and shall not be regarded to be in breach of any obligations under the individual Contract.

h) The Company is also entitled to deliver the Products with deviations in quality, dimensions, weight, colour and equipment to the extent such deviations are customary in the industry. Such Products are deemed in compliance with the Contract, provided that the Products are still fit for the purpose of the individual Contract.

i) A change of the General Terms and Conditions of Delivery or Special Terms and Conditions, which are additionally agreed between the contractual partners, is subject to a mutual agreement of the contractual partners in Written Form, and any extra expenses will be charged to the Customer at cost. The Customer shall be responsible for all duties, taxes, levies imposed in connection with the Products by any country to which the Products are to be delivered. This clause also applies to any distributor agreement with any distributor, save that in such event, a mutual agreement in Written Form shall take the form of a separate written Distributor Agreement, which must be signed between the Company and the distributor, who may be (subject to the terms of the Distributor Agreement) both a Customer under these General Terms and Conditions and a distributor under the Distributor Agreement, and otherwise bound by both insofar there is no contradiction or inconsistency. Where there is a contradiction or inconsistency, then the Distributor Agreement shall prevail and take precedence only to the extent of any such contradiction/inconsistency.

j) A change of the General Terms and Conditions of Delivery or Special Terms and Conditions, which are additionally agreed between the contractual partners, is subject to a mutual agreement of the contractual partners in Written Form and any extra expenses will be charged to the Customer at cost. The Customer shall be responsible for all duties, taxes, levies imposed in connection with the Products by any country to which the Products are to be delivered.

k) The fees of any Chamber of Commerce and consular fees will be charged to the Customer at cost.

l) The Company shall, at the request of the Customer, provide to the Customer a proforma invoice in respect of the Products, and shall for the purposes thereof estimate the costs and charges applicable to the sale of the Products but without prejudice to the obligations of the Customer hereunder.

m) The Company shall be entitled to recover from the Customer any extra costs incurred because of the Customer:
   i) altering his order; and/or
   ii) failing or delaying to give the particulars required by the Company to enable it to proceed with the work; and/or
   iii) otherwise delaying the progress of the work; and/or
   iv) giving additional instructions; and/or
   v) requiring the work to be completed within a shorter period than originally stipulated.

   In relation to clauses 3) l) i) to iv), the Company shall also be entitled to a reasonable extension of time to complete the works.

m) The Company is entitled to unilaterally increase the remuneration and / or prices accordingly in case of increase of any **Costs** (as defined below) if it directly or indirectly affects the Costs of production or procurement of Products and if there are more than two (2) months between the conclusion of the individual Contract and delivery of the Products.
   An increase in the aforementioned sense shall be excluded to the extent that the increase in any or all of the aforementioned Costs is offset by a cost reduction in any other of the afore mentioned Costs with respect to the total cost burden for the delivery of the Products (netting out). 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.

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n) 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 mentioned in sub-clause 3)m), the Customer shall be entitled to terminate any not yet completely fulfilled individual Contract for the part not yet fulfilled. However, the Customer may assert this right only immediately after notification at least in Text Form (as defined below) of the increased remuneration and / or the increased price.

4) Terms of Payment

a) In the absence of any written agreement to the contrary, payment shall be made:

i) by cash, Indonesian Rupiah bank draft or Indonesian Rupiah cheque drawn on a bank in Indonesia and with the order; or in the currency stated on the invoice; and/or

ii) if the Company so agrees, by irrevocable letter of credit; and/or

iii) by telegraphic transfer with all bank charges incurred to be borne by the Customer; and within the period specified on the invoice.

b) Where payment is expressed to be by letter of credit, no order of the Customer shall be deemed to be accepted by the Company until the Company has received, in a form acceptable to the Company a letter of credit in form and substance acceptable to the Company including but not limited to:

i) being subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision ICC Publication No. 500) as the same may be amended from time to time;

ii) being unconditional, irrevocable and opened or confirmed by a licensed bank in Indonesia and, where applicable;

iii) being expressed to be payable at sight in Indonesian Rupiah or in the currency stated on the invoice;

iv) being expressed to disallow part shipment;

v) being expressed to have a validity period of not less than sixty (60) calendar days from the date of opening or confirmation;

vi) stating that all costs and commissions are for the account of the Customer;

vii) conforming in all respects to the tender and quotation of the Company including but without limitation with regard to description of the Products, price and terms of delivery; and

viii) stating the origin of the Products to be various.

c) Unless expressly otherwise agreed by the Company and the Customer, all deliveries shall require advance payment or shall be paid cash on delivery, in each case upon receipt of an invoice. Payments by the Customer are to be made within fourteen (14) calendar days after invoicing by the Company. Even in the case of deviating and / or contradictory payment terms within the scope of an individual Contract, the payment term at any rate begins on the date of invoicing by the Company. Only the statutory provisions apply with respect to claims of the Company against the Customer due to payment default.

d) Further, in the event that the Customer elects to collect the Products (whether this may be from the Company or an agreed storage warehouse or otherwise), then Storage Fees shall apply as per clause 5. below, along with all late-payment interest and indemnities under this clause 4.

e) The Company reserves the right to claim late payment interest from the Customer at the rate of 1.5% per month of the outstanding payments on overdue accounts if the Customer fails to pay any amount on the due date for payment thereof.

f) The Customer shall indemnify the Company for the full costs (including legal fees on a full indemnity basis) of recovering or attempting to recover any monies (including interests) due and owing from the Customer under the individual Contract.

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g) Without prejudice to any other rights or remedies of the Company, any failure by the Customer to pay any amount on the due date for the payment, or the exceeding of approved credit limited granted by the Company to the Customer, thereof shall entitle the Company to suspend delivery of the Products required to be otherwise delivered under the individual Contract in respect of which such amount is to be paid for as long as the default continues and to treat the individual Contract as repudiated by the Customer if the Customer fails to pay any such unpaid amount within fourteen (14) calendar days of notice by the Company.

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5) Delivery/Delay

a) All Products are delivered according to the respective individual Contract between the contractual partners and - unless otherwise agreed - ex-works (EXW Incoterms® 2020) of the Company. A IDR 400,000 nominal delivery and administrative fee will be charged for orders with net sales value below IDR 1,000,000. The Company reserves the right to change this fee without prior notice. Quotation for freight will be available upon request.

b) Products shall be delivered to the Customer in accordance with the terms of each individual Contract. In the absence of any express or implied provision in the individual Contract, the Products shall be deemed to have been delivered to the Customer when delivered to the Customer, to the agent of, or any person nominated by, the Customer, to the carrier, or when placed at the disposal of the Customer, whatever is earlier. Risk in and responsibility for the Products shall vest in the Customer in accordance with the terms of each individual Contract and, in the absence of any express or implied provision, from the time of delivery.

c) The Products will be packed by the Company. The costs incurred for any special packaging requested by the Customer shall be borne by the Customer in accordance with sub-clause 3)e). Liability for transport damage is excluded by the Company.

d) The Company shall use all reasonable endeavours to effect delivery on or before any delivery dates or within any delivery periods stated in the individual Contract but will not be liable (including for loss of revenue, loss of profit, or consequential or indirect loss or damage) for any delay in delivery. If no dates or periods are specified, delivery shall be made when the Products are ready and the Company gives no undertaking as to when the Products will be ready. Where the Products are to be delivered by instalments over a period, the instalments will be reasonably apportioned at the Company's sole option over such period taking into account so far as is reasonably practicable delivery dates requested by the Customer. In any event the Company may at its option elect to effect partial delivery of any Products unless otherwise stated to the contrary in the individual Contract.

e) If the Company does not receive any, only partial, or no timely services from its sub-suppliers / subcontractors for the delivery of the Products owed for reasons for which it is not responsible, the Company shall inform the Customer immediately. In this case, the Company is entitled to delay the delivery of the Products for the duration of the disruption or to terminate, with no liability to the Customer, the affected individual Contract in whole or in part due to the unfulfilled term of the individual Contract insofar as the Company has fulfilled its foregoing obligation to inform.

f) If a delivery date or a delivery period has been bindingly agreed between the Company and the Customer and if this or these are exceeded due to the aforementioned event of lack of, delayed or partial service of the Company's sub-suppliers, the Customer shall be entitled to terminate, without any liability of the Company, the affected individual Contract after expiry of a grace period of thirty (30) calendar days for delivery of the Products. 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 termination shall apply accordingly with a grace period of forty-five (45) calendar days in the event of lack of, delayed or partial service of the Company's sub-suppliers, even without a contractual agreement on a fixed delivery date.

g) The Company shall not be in delay as long as the Customer is in delay with the fulfilment of obligations, in particular obligations to cooperate with the Company in order for the Company to complete the works under the individual Contract.

h) Where the individual Contract provides for delivery by instalments each instalment shall constitute a separate agreement the terms of which shall be the same as those, mutatis mutandis, of that individual Contract so that any failure or defect in any one or more instalments delivered shall not entitle the Customer to repudiate the individual Contract nor to cancel any subsequent instalments.

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i) Where Products are ready for delivery to the Customer and the Customer fails to take delivery of such Products in the manner and at the date specified in the individual Contract or, if no such date is specified, fails to take delivery within seven (7) calendar days of their becoming ready or, where the terms of the individual Contract so require, fails to nominate a carrier for the purposes of the delivery of the Products then the Company may at its sole option and without prejudice to any of its other rights or remedies:
   i) effect delivery of the Products by whatever means it thinks most appropriate at the Customer's risk and expense; or
   ii) arrange storage of the Products at the Customer's risk and expense; or
   iii) by notice in writing elect to treat the individual Contract as repudiated in which event the Customer shall be liable to pay the Company a sum equal to all costs, losses and expenses incurred by the Company in connection with the individual Contract including, but not limited to, all loss of profit which would otherwise have accrued to the Company because of the performance of that individual Contract.

j) In the event that the Company arranges for storage of the Products as per clause 5f) ii) above, then the following shall apply:

Collection / Delivery Notification

i) The Company will provide notice in writing to the Distributor once the Products have been stored and are ready for collection by the Customer ("**Notification Date**");
ii) Thereafter, the Customer is to arrange, at its own expense, for the collection/transport of the Products, with any collection/transport to be in any case to no more than **fourteen (14) calendar days** from the Notification Date ("**Deadline**"). By way of clarification and illustration, if the Notification Date is 30 June 2025, then the latest date by which collection/transportation is to be effected is **14 July 2025**;
iii) Nothing shall prevent the Company and the Customer from agreeing to a date after the Deadline for the said collection/transport, save that the same is to be in writing and on terms mutually agreed.

Late Storage Fees

iv) The Company shall have the right to and be at liberty to charge storage fees following the Deadline ("**Storage Fees**");
v) The Storage Fees are to be payable in full prior to the release of the Products;
vi) The Storage Fees will be S$20 per m^3 per week, which shall start to accrue the day immediately after the Deadline and ends on the day of collection/ transport of the Product;
vii) The Company has the right to adjust the Storage Fees with **fourteen (14) calendar days'** notice to the Customer;
viii) Any documentation (such as an invoice or receipt) by Phoenix as to the breakdown of the Storage Fees is deemed as final and conclusive as to the amount payable as Storage Fees

Abandoned Products / Failure to Collect

ix) Where the Customer fails to collect the Products by the Deadline, or any further agreed date after the Deadline that has been mutually agreed in accordance with 5g)iii) above, then the Company may issue a notice of final deadline in writing ("**Final Deadline Notice**") to the Customer specifying the final date of collection ("Final Collection Date");
x) The Customer shall be bound to collect the Products by the Final Collection Date, but may request from the Company an extension of time and a revised Final Collection Date ("**Revised Final Collection Date**"), which may be granted by the Company in its sole and absolute discretion. Where the Company is amenable to the request, then the extension of time and/or revised Final Collection Date shall only be effective upon mutual agreement in writing signed by both the Company and the Customer ("**Signed EOT**");
xi) Where the Customer fails to collect the Products by the Final Collection Date (as per the Final Deadline Notice), or Revised Final Collection Date (as per the Signed EOT), whichever is applicable, then the Customer is deemed to have abandoned the Products (the "Abandoned Products"). In this event, the

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company shall have full rights to the Abandoned Products and shall be entitled to deal with said Abandoned Products in any way it deems fit as if they were never sold to the Customer. For the avoidance of doubt, this clause shall apply regardless of whether the Customer has paid for the Products or not, and all payments (if any) shall not be refundable;

xii) All Storage Fees under clause 5g)iv) to vii) fully apply up until the Final Collection Date / Revised Final Collection Date (whichever is applicable), and such Storage Fees shall be payable in respect of the Abandoned Products even after they have been deemed abandoned. For the avoidance of doubt, the "Passing of Title" clause(s) **7.** Below still apply, and for clarity, for Abandoned Products (whichever is applicable):

(1). Title/ownership shall not be deemed to have passed to the Customer (and remains with the Company) even if full payment, including Storage Fees, has been paid after the Abandoned Products have been deemed to be abandoned; or

(2). title shall revert back to the Company (after full payment) once the Abandoned Products have been deemed to be abandoned

6) Order Cancellations

a) Cancellations or partial cancellations of an order can only be accepted after prior negotiation and agreement to terms which will indemnify the Company against any expense incurred. In the event of part cancellation, the Company reserves the right to invoice for any difference in selling price applicable to the quantity dispatched up to the time of cancellation

7) Passing of Title

a) Notwithstanding that the Customer obtains possession of the Products, ownership of the Products shall remain with the Company until such time as the Company has received payment in full for the same and all other sums due to it from the Customer. If any such sum is overdue for payment in whole or in part the Company may (without prejudice to any other rights or remedies available to it) recover and re-sell the Products or any of them.

b) If ownership of the Products have not passed to the Customer and the Customer wishes to sell such Products, the Customer shall obtain the Company's prior consent in Written Form. The Company shall not unreasonably withhold consent, provided that the Company's consent shall be subject to the Customer paying to the Company the proceeds of sale received up to the total amount outstanding in respect of the Products and pending such accounting will hold the same in a separate bank account clearly denoted as an account containing monies deposited for the Company by the Customer acting in a fiduciary capacity.

c) No forms of pledging, pawning or collateral assignment over the Products are permitted, prior to ownership of the Products passing to the Customer. In the event of third-party access to the Products owned by the Company, in particular seizures, the Customer shall provide due notification of the Company`s ownership and shall inform the Company without delay so that the Company can assert its ownership rights.

8) Product Information

a) Unless otherwise stated, electrical ratings represent normal safe working limits.

b) Dimensions and other physical characteristics are subject to normal commercial tolerances.

c) The Company reserves the right without prior notice to discontinue Products or to make design changes as part of its continuous programme of product improvement, or to assist product availability. Design changes will not apply to orders placed prior to the implementation of the design change. The Company shall not be liable for any loss or damage (including, without limitation, any loss of revenue, loss of profit, indirect or consequential loss or damage) arising from any Product discontinuation.

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d) The information contained in a catalogue of the Company is to the best of the knowledge of the Company, correct at the time of its publication.

e) The Customer is advised to verify dimensions, rating and other specifications of the Products prior to their use or incorporation with other products. If the Company provides instructions for use / application, these have been drafted with the care customary in the industry, but do not release customers from their obligation to carefully check the Products with respect to their suitability for their intended purpose with other products. The Customer at any rate remains, unless agreed otherwise, obliged to check the usability of the Products for the purpose intended by it.

9) Warranty/ Exceptions from the Warranty/Repair Conditions

a) The Company shall provide all deliveries/performances in accordance with the generally accepted technical rules and industry standards at the time when the individual Contract is concluded, unless otherwise stipulated in the respective individual Contract.

b) All Products are entitled to a limited warranty period as indicated by the Company for specified Products from time to time, unless another warranty period has been agreed.
During the warranty period, sub-clause 9.d) applies. This warranty is given by the Company in lieu of and to the exclusion of any other representations, guarantees, conditions or warranties whatsoever as to the quality of the Products supplied by the Company or their fitness for any purpose whether such representations, guarantees, conditions or warranties be expressed or implied by statute or otherwise except any implied by law which by law cannot be excluded. Without prejudice to the generality of the foregoing, the contractual partners agree, that:

i) the Customer relies entirely on its own knowledge and information as to the suitability of the Products for the Customer's purposes; and

ii) descriptions and/or samples are submitted as indicative of the type and class of Products offered and no guarantee or warranty is given that the Products supplied will be exactly as described or as per sample and the use of such description and/or sample shall not constitute the individual Contract for sale by description or a sale by sample or a sale by sample and description.

c) Repair Conditions

i) The Company provides a repair facility with a corresponding charge when the Customer is not eligible for claims under warranty, whether by reason of the time which has elapsed since purchase or for some other reasons. This service is only available if the Product has suffered neither excessive physical nor electrical damage and is free from modifications other than such permitted modifications as detailed in the literature supplied with the Product. A charge for repair of each Product will be levied by the Company at a rate currently in force and published by the Company. All repaired products are entitled to a limited warranty period as stated, for a period of three (3) months of the date of the invoice in respect of the repair, or such other periods as may be indicated by the Company for specified Products from time to time, unless another warranty period has been agreed.

ii) Such Products are accepted for repair subject to the following conditions:
(1) For Products purchased from the Company the provisions set out in the repair card supplied with the Product in question must be complied with.
(2) The repair charge plus return freight and packing must be paid to the Company no later than the date of receipt of the Product by the Company except that Customers with an authorised credit account who enclose an official order requesting repair with the Product may pay through such account and will be invoiced in due course.

iii) The Company may at its absolute discretion either repair a Product, which it accepts for repair, or replace it with a substitute Product

iv) Any part of any substitute Product supplied by the Company under its service is supplied subject to the conditions of sale contained in the Company’s catalogue current at the date the repaired or substitute

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Product is dispatched by the Company, save that any warranty claims made in respect of any such Product must be made within three (3) months of the date of the invoice in respect of the repair, or such other periods as may be indicated by the Company for specified Products from time to time.

v) The Company will at its option rectify defective repair work performed under this repair facility or supply to the Customer free of charge a substitute Product in place of the defectively repaired Product subject to both a written claim and the repaired Product in question being received by the Company within three (3) months of the date of the invoice in respect of the repair or such other periods as may be indicated by the Company for specific Products from time to time. This warranty shall be in lieu of any warranty or condition implied by law in relation to repair work under this repair facility except any implied by law, which cannot by law be excluded.

vi) The Company shall not be under any liability whether in contract, tort, any other legal or equitable theory or otherwise and whether resulting from the negligence of the Company, its employees, agents or sub-contractors in respect of defective repair work or for any damage or loss resulting from the failure to give advice or information or the giving of incorrect advice or information, except for liability which cannot be excluded by law.

vii) In no event shall any breach of contract on the part of the Company or tort (including negligence) or any other legal or equitable theory or failure of any kind on the part of the Company, its employees, agents or sub-contractors give rise to any liability for loss of revenue, loss of profit, or any indirect or consequential loss or damage arising from any cause whatsoever.

viii) The Company's liability (if any) whether in contract, tort, any other legal or equitable theory or otherwise in respect of any matter arising from or in connection with the repair facility for Products or of any duty owed to the Customer in respect thereof shall be further limited in the aggregate to 100% of the price under the individual Contract.

ix) Any Customer generated software returned with a Product will be erased or otherwise destroyed on receipt and the Company shall not be under any liability in respect of any data contained in such software.

d) The Company shall free of charge and at its sole option, repair, recalibrate (for Products which are sold calibrated at Customer’s request), replace or refund the price of any of the Products which are defective during the warranty period provided that:

i) such Products have not been used for purposes other than for which they are intended or expressed to be suitable for use (as stated on the Product or related Product documentation); and

ii) such Products have not been varied, modified or altered by any person other than the Company; and

iii) any damage or defect to such Products has not arisen as a result of any act or default of any person other than the Company; and

iv) the Company has received from the Customer upon the earlier of:
(1) the date of expiry or shelf life of such Products (as stated on the Product or related Product documentation) if any, or
(2) the end of the specific warranty period of the Products,
a claim in writing within fourteen (14) calendar days of the date on which the defect became known to the Customer, setting out the nature of the defect, any other information which the Company may have stipulated at the time of sale and full details of the original invoice.

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e) The warranty herein contained shall be without prejudice to the statutory rights of any person, which cannot be by law, excluded.

f) The warranty shall be null and void, with no liability from the Company or whatsoever, if the Product has been misused, misapplied, improperly installed, improperly maintained, altered, modified, or otherwise subjected to improper operations or an unsuitable installation environment.

10) Damage on Delivery

a) The Company will free of charge and at its option replace or repair Products lost or damaged in transit provided that:
   i) Notification of any claim in respect of such loss or damage is given to the Company by the Customer within ten (10) calendar days of the date of delivery of the Products to their place of destination or, if earlier, within such time as will enable the Company to comply with the carrier's conditions of carriage concerning any claim for loss or damage in transit;
   ii) The claim in respect of such loss or damage so notified to the Company is made in writing to the Company within fourteen (14) calendar days of such delivery;
   iii) The risk in the Products has not passed to the Customer prior to the event giving rise to such loss or damage; and
   iv) The carrier has not been given a proper receipt for such Products.

b) Following the notification of any claim under sub-clause 11)a) the Customer shall give the Company a reasonable opportunity to examine the Products in respect of which any claim for damage is made.

c) The Customer shall not be entitled to reject the Products by reason only of short delivery.

d) Claims in respect of any of the Products sold to the Customer shall not entitle the Customer to any right of set off against any payment due to the Company.

11) Return of Products

a) No return of the Products may be made without the prior written consent of the Company. Failure to observe the instructions relating to returned Products as laid down by the Company in each case may result in additional charges being levied.

b) If the Company has consented to the return of the Products, credit will only be given by the Company at the invoiced value if the Products are received by the Company within thirty (30) calendar days of the date of the invoice and are unused. If the packaging of the Products is unopened a handling charge of 20% of the amount of the relevant invoice (subject to a minimum of IDR 100,000) will be charged. A higher charge may be charged if the packaging is opened.

c) All Products are returned at the risk of the Customer and the Company accepts no responsibility for any loss or damage.

d) Where specific instructions are set out in the Company’s catalogue in respect of the return of any Product the Customer shall comply with such instructions.

e) The Customer shall remove from any Products to be returned any other items and if the Customer fails to do so the Company shall be authorised to do so at the risk of the Customer. The Company assumes no responsibility for the removal of such items, nor shall it assume any responsibility in connection with such items.

f) Freight on return products to be borne by the Customer.

12) The Company's Liability

a) The Company shall not be under any liability, whether in contract, tort, any other legal or equitable theory or otherwise, in respect of misrepresentation, defects in the Products or failure to correspond to specification or

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sample or for injury, damage or loss resulting from such defects or failure or misrepresentation, except in case of the Company's own fraudulent misrepresentations and for liability which cannot be excluded by law.

b) In no event shall any breach of contract on the part of the Company or tort (including negligence) or any other legal or equitable theory or failure of any kind on the part of the Company or that of its employees, agents or sub-contractors give rise to any liability for loss of revenue, loss of profit or any consequential or indirect loss or damage arising from any cause whatsoever.

c) In any event, the Company's liability (if any) whether in contract, tort, any other legal or equitable theory or otherwise in respect of defect in any Product or of any duty owed to the Customer in connection therewith shall be further limited to 100% of the price under the individual Contract.

13) Termination/Hardship

a) Notwithstanding any other provisions of these General Terms and Conditions of Delivery, if the Customer shall be in breach of any provision in the General Terms and Conditions of Delivery, any additionally applicable Special Terms and Conditions, the Company's catalogue or of any provision of the individual Contract or shall be adjudicated bankrupt or have a receiving order made against him or, if a company, shall have a receiver or administrator appointed of all or any part of its assets or undertaking or if a petition shall be presented or a resolution passed to wind-up the Customer or if the Customer shall be in arrears with any sum due and payable by it to the Company or in the opinion of the Company unable to pay his or its debts as they fall due for payment, then (without prejudice to any other rights or remedies available to the Company):
   i) the price of and all other sums payable in respect of the Products then supplied to the Customer shall become immediately due and payable; and
   ii) the Company may without notice terminate all or any part of all or any individual Contracts and/or suspend or cancel deliveries.

b) Terminations shall only be effective in Written Form (as defined below). Written Form may be substituted by the **Electronic Form** (as defined below).

c) If the Company is obliged under the individual Contract to make a single or multiple delivery or provide a single or multiple services, the Company's obligation shall cease to apply, without any liability to the Customer, if the legal, economic and / or logistical procurement conditions on the market for the performance of the individual Contract have changed for the Company compared to the time of the conclusion of the individual Contract in such a way that, from an objective point of view, the fulfilment of the Company's obligation can no longer be expected of the Company. In this context, the Company can no longer be expected to fulfil its obligation, in particular if, due to a general shortage of raw materials and / or parts, it is not possible for the Company to procure the Products from the usual suppliers within the agreed delivery periods.

d) The Company's obligation 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 Contract. The Company shall inform the Customer without delay if the aforementioned situation occurs that leads to the Company being exempt from performance of the individual Contract. In this case, the contractual partners shall immediately negotiate an adjustment of the individual Contract, under consideration of the interests of both contractual partners, which will take the aforementioned situation into account. If, on request of one of the contractual partners of the individual Contract, such an agreement is not reached within thirty (30) calendar days, both contractual partners will be entitled to terminate the affected individual Contact without compensation.

14) Compliance with Laws and Restrictions on the Sale of the Products

The Customer shall observe all laws, regulations and requirements imposed in relation to the Products, the sale, labelling and storage thereof in the jurisdiction in which the Customer or Products are situated and shall defend, hold harmless and indemnify the Company against all actions, claims, costs, demands and expenses incurred or suffered by the Company arising as a result of the non-compliance by the Customer with its obligations under this clause.

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15) Technical Information

All know-how, information, designs, samples or drawings relating to the Products (other than any information, designs or drawings submitted by the Customer) is and shall remain the property of the Company and the Customer shall not copy, use or disclose any such know-how, information, design or drawing without the prior written consent of the Company.

16) Intellectual Property

a) All registered and non-registered industrial property rights and similar rights, as well as applications for the registration of these rights and rights to these rights, in particular patents, copyright, trademarks, trade names, signs, emblems, logos and designs ("the Intellectual Property") in relation to the Company, the Products, its catalogue and/or any of them and any literature supplied by the Company in connection therewith shall be and shall remain the property of the Company.

b) The Customer shall not claim any right or property in or to the Intellectual Property or register or cause to be registered in any part of the world any Intellectual Property identical or similar to or any colourable imitation of the Company’s Intellectual Property.

c) The Customer shall ensure that the trademarks, trade names or similar devices of the Company or of any other person or any other words or marks affixed to any Products shall not be obliterated or obscured without the Company's prior written consent.

d) The Customer shall not add any additional words or marks to any Products without the Company's prior written consent.

e) The Customer shall not alter any Products without first obtaining the Company's prior written consent to the continued use on the Products (as so altered) of any trademarks or any, trade names or similar devices of the Company or of any other property affixed to the Products.

f) If software of the Company or third-party software is added to a Product or used by the Company in connection with the delivered Products based on specifications of the Customer or otherwise at the request of the Customer, the entirety of Product and the added or used software becomes an “Assembled Product” and the Special Terms and Conditions for Assembly of Products based on Specifications of the Customer apply to such Assembled Product.

17) Third-Party Rights

a) Unless agreed otherwise between the contractual partners, the Company’s obligation to deliver the Products without infringing third-party rights that adversely affect the use of the Products in accordance with the contract is limited to those countries that are expressly agreed as delivery location.

b) If third parties assert claims against the Customer due to the infringement of third-party rights before expiry of the warranty period, the Company can at its discretion eliminate this defect by (i) acquiring the required rights for the Customer so that the Products no longer infringe any third-party rights or (ii) change the Products such that with comparable usability for the Customer in consideration of the product quality no third-party rights are infringed. If it is not possible for the Company to implement the aforementioned measures with economically justifiable effort, the Company is entitled to extraordinarily terminate the respective individual Contract relating to the Products concerned.

c) The Customer will inform the Company in Written Form (as defined below) or in Text Form (as defined below) without undue delay about the assertion of claims by third parties due to any alleged infringement of third-party rights.

d) The Customer will not acknowledge or settle the claimed infringement of rights without prior agreement with the Company and leave any dispute, including any out-of-court arrangements, either to the Company or conduct such only in agreement with the Company.

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e) If the Customer discontinues using the Products as a result of the claimed infringement of rights without any court or official order, the Customer is obliged to advise the claimant asserting the alleged infringement of rights that discontinuing use is not to be understood as any acknowledgment of the breach of third-party rights.

18) Benefit of individual Contract

Each individual Contract shall be binding upon and ensure to the benefit of each party thereto and its successors and assigns. Unless expressly provided otherwise, no person other than the Customer and the Company and each of their successors and assigns shall have any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement. Provided, however, that neither party shall assign or transfer any of its rights or obligations under any individual Contract without the prior written consent of the other. Except for permitted assignees, each of the Customer and the Company intends that the individual Contract shall not benefit any persons other than themselves or create any right or cause of action by or on behalf of any other person.

19) Survival of Provisions

If at any time any provision of any individual Contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions thereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

20) Remedies and Waivers

No failure or delay by the Company in exercising any right, power or privilege under any individual Contract shall impair such right, power or privilege or be construed as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver of right shall not be effective unless such waiver is made in Written Form. The rights and remedies provided in such individual Contract are cumulative and not exclusive of any rights and remedies provided by law.

21) Force Majeure

If the Company is hindered or prevented from performing any individual Contract owing to any act of God, acts of government, labour dispute, riot, mutiny, war, fire, flood, drought, epidemic, pandemic (including Covid-19 pandemic) or any other cause (whether or not of a like nature) beyond the reasonable control of the Company or by its inability to procure materials or articles required for the performance of the individual Contract except at significantly enhanced prices the Company may at its sole option delay the performance of or cancel the whole or any part of the individual Contract and the Company shall not be held responsible for such delay or cancellation or any inability to deliver and if the individual Contract shall be so cancelled as to part only the Customer shall pay for the Products delivered at the pro rata price set out in the individual Contract.

22) Governing Law

These General Terms and Conditions of Delivery and each individual Contract shall be governed by and construed in accordance with the laws of Indonesia and. By entering into an individual Contract, the Customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Indonesia. The Company may bring legal proceedings against the Customer in any jurisdiction whatsoever.

23) Data protection

The contractual partners mutually commit to comply with all applicable data protection laws and related requirements that apply to the fulfilment of their obligations as covered by these General Terms and Conditions of Delivery.

24) 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.

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25) Definitions

“Business Days” are calendar days from Monday to Friday with the exception of statutory public holidays at the Company's registered office in Indonesia.

“Costs” are material production and / or material and / or product procurement costs, 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.

“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 Contract in an electronic format.

“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.

“Written Form” requires – unless otherwise stipulated in the individual Contract – that the declaration of intent is signed by the person or persons authorized to properly represent the respective contractual partner with their own name and transmitted to the other party as original or as a fax.

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Part B: Special Terms and Conditions for Assembly of Products based on Specifications of the Customer

Where the Products are assembled by the Company based on **Specifications** (as defined below) provided by the Customer, the following provisions shall apply in addition to the General Terms and Conditions of Delivery:

1) General
   a) These Special Terms and Conditions for Assembly of Products based on Specifications of the Customer apply to all deliveries of Products that have been configured and/or assembled by or on behalf of the Company based on the Specifications provided by the Customer ("Assembled Products"). "Specifications" means such documentation which includes technical instructions, minimum technical requirements, descriptions of functional operations, design instructions, circuit diagrams, samples and/or other technical specifications.

   b) If and to the extent software of the Company and/or third party software is added to a Product or used by the Company in connection with a delivered Product based on the Specifications or otherwise at the request of the Customer and thereby becomes part of an Assembled Product, the Company's Software License Terms and/or additional terms of the third party regarding the license and use of such software ("Third Party Terms" and together with the Company's Software License Terms "Software Terms") shall apply exclusively. The applicable Software Terms become part of the individual Contract and govern the Customer's use of the software, related services by the Company and all the Customer's related rights and obligations. The individual Contract is the License Agreement and – if applicable – Maintenance Agreement defined in the Software License Terms.

   c) In case of any conflict between the General Terms and Conditions of Delivery and these Special Terms and Conditions for Assembly of Products based on Specifications of the Customer, these Special Terms and Conditions for Assembly of Products based on Specifications of the Customer prevail.

   d) Capitalized terms not defined in these Special Terms and Conditions for Assembly of Products based on Specifications of the Customer have the meaning as defined in the General Terms and Conditions of Delivery. Unless otherwise agreed in these Special Terms and Conditions for Assembly of Products based on Specifications of the Customer, the provisions regarding "Products" in the General Terms and Conditions of Delivery also apply to Assembled Products.

   e) Further services, such as installation of Products or Assembled Products on the Customer's or third parties' premises is not owed by the Company unless this has been expressly agreed in Written Form between the contractual partners. If further services are agreed upon, the provisions in the corresponding Special Terms and Conditions for the relevant services apply in addition to these Special Terms and Conditions for Assembly of Products based on the Specifications of the Customer and the General Terms and Conditions of Delivery.

2) Specifications, Customer Materials, Customer Information and Testing
   a) The Customer shall provide the Company with:
      i) the Specifications;
      ii) all other materials, papers, results, software, objects, documents, sketches, drawings, drafts, concepts, information, data (excluding personal data) etc. (together with the Specifications "Customer Materials"); and
      iii) notices, communications, instructions, special requests, releases, approvals, sign-offs, declarations of acceptance or similar statements (together with Customer Materials "Customer Information") required for the performance of the individual Contract with respect to the Assembled Products in due time, free of charge, in full, without conflicting rights (including Intellectual Property) of third parties ("Third-Party Rights") and correctly. The Customer shall only provide Customer Information to Company that it has appropriately checked beforehand. If necessary, the Customer will update the Customer Information.

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b) The Company may rely on the accuracy of the Customer Information. Compliance with and/or implementation of the Customer Information shall be deemed to be performance in accordance with the individual Contract and the Company shall not be responsible for any consequences arising therefrom. If the Customer Information is the cause of any defect in the Product or any damage, the Customer shall defend, hold harmless and indemnify the Company from any liability.

c) The Company will implement the Specifications into the Assembled Products but will not provide any consultancy services or other services regarding the optimization or customization of Customer's Specifications unless expressly agreed (see following point iv)).

i) If the Company becomes aware of any obvious or material errors or defects in the Specifications, the Company may, but is not obliged to inform the Customer on such errors or defects. If the Company informs the Customer of such errors or defects, and the Customer insists on the execution and creation of the Assembled Products based on the Specifications with such errors or defects as informed to the Customer, subject to clause 27)c)iii), the Company is entitled to (1) refuse performance and be remunerated for the work done up to this point, or (2) in Written Form issue a warning of such errors or defects as identified by the Company and notified to the Customer, and proceed as instructed by the Customer without any liability for defects in the Assembled Product and any damage arising out of or in connection with the Assembled Product.

ii) The Company shall not be obliged to check the Specifications or other Customer Information regarding safety. If, however, the Company determines that the Specifications or other Customer Information result in significant safety deficiencies in an Assembled Product, the Company shall be entitled to refuse performance. The Assembled Products configured and/or assembled by the Company up to this point shall be remunerated by the Customer.

iii) The Company shall not be obliged to review the Customer Information for opposing Third-Party Rights, in particular conducting a "freedom to operate" analysis. If Third-Party Rights are infringed by the contractually compliant use of the Customer Information or the Assembled Products manufactured in this respect, this does not constitute any defect in the Assembled Products. The Company may but is not obliged to advise the Customer about any Third-Party Right which becomes known to the Company. If the Company informs the Customer of such Third-Party Rights, and the Customer insists on the execution and creation of the Assembled Products based on the Specifications, the Company is entitled to refuse performance and be remunerated for the work done up to this point.

iv) Any consultancy services or other services regarding the optimization or customization of Customer's Specifications, safety deficiencies or review of Third-Party Rights are subject to the conclusion of a separate contract or separate annex to the individual Contract.

d) Should the Customer direct the Company to use and to buy certain components and products from directed suppliers, the Company does not provide any warranties or take up any liabilities related to such components and products. This concerns especially but is not limited to any warranty issues arising from such components and products and the respective sub-suppliers as well as certification issues, delays in delivery, safety problems, insolvencies, and the like. The Customer undertakes to defend, indemnify and hold the Company free and harmless from any loss or damage arising out of and in connection with the use of the directed components and products.

e) Unless otherwise agreed between the contractual partners, the following process will be followed for testing the Assembled Product:

i) The assessment of conformity of the Assembled Products with the Specification is done by an inspection. The Customer is required to participate in the inspection at the Company's premises. The Company shall notify the Customer once the Assembled Products are ready for inspection and approval, stating the proposed date of inspection. Subject to mutual agreement of the contractual partners, the assembly and the inspection may take place at the Customer's site. For clarity: even if the assembly takes place at the Customer`s site the Company will not install the Assembled Products. The content of the inspection is recorded in the individual Contract or otherwise agreed between the contractual partners. The Customer will declare the approval of the Assembled Products if they comply with the Specification.

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ii) If the Company assembles a multitude of identical Assembled Products, the Company will assemble a first unit against which later Assembled Products are tested ("First Unit"). The Customer will test the First Unit at the Company's premise against the Specification and will declare the approval of the First Unit if it complies with the Specification. In case the test of the First Unit is not successful, the Company will analyze whether the failure was caused by the Customer (e.g. mistakes of the Specifications) or by the Company (e.g. mistakes in the assembly). In case the failure was caused by the Customer, the Customer shall bear the costs for the analysis and the contractual partners agree on a Change in accordance with clause 30 of these Special Terms and Conditions for Assembly of Products based on Specifications of the Customer, including a quotation for the extra-costs.

iii) If the Customer declares the approval of the First Unit, the Company will assemble all units ordered in conformity with the First Unit. The inspection will be done either on random sampling or on all units as agreed between the contractual partners. The respective requirements for further inspections by the Company as well as the procedure regarding the approval of the Assembled Products by the Customer will be specified in the individual Contract.

iv) In any case the Assembled Products respectively the First Unit are deemed to be approved by the Customer, if the Customer does not reject the approval within five days after the inspection stating at least one defect that justifies the rejection of the approval.

3) General Cooperation Obligations of the Customer

a) The Customer will provide all cooperation and equipment/services required or as requested by the Company for the proper provision of the Assembled Products by the Company. The provision of the Assembled Products in accordance with the individual Contract essentially depends on the provision of this cooperation and equipment/services by the Customer and can also require the Customer to exert corresponding influence on its agents, representatives, service recipients, other service providers, or other third parties (but not the agents of the Company). While providing the Assembled Products, the Company may rely on communications, instructions, approvals, sign-offs, declarations of acceptance, or similar declarations of the Customer; compliance with and / or implementation of such declarations shall be deemed a performance in accordance with the individual Contract and the Company shall not be responsible for any consequences resulting therefrom.

b) It is within the sole responsibility of the Customer to ensure that the Assembled Products as described in the Specifications work within the Customer's environment and can be used for the purpose intended by the Customer. The Customer is obliged to:
   i) cooperate with the Company in testing the Assembled Products as described under sub-clause 27e); and
   ii) check whether the Assembled Products work in the Customer's environment and can be used for the intended purpose after the inspection is done by the Company.

   Any Assembled Products in compliance with the Specifications are deemed contractually compliant Assembled Products and the Company is not responsible for any damage, injury, loss or expense that the Customer may suffer if the Assembled Products do not work or do not correctly work in the Customer's environment or otherwise do not fulfil the purpose expected by the Customer.

c) The Customer shall designate a technically competent contact person who shall be available to the Company for necessary information and can make the decisions necessary for the performance of the individual Contract with authority to represent the Customer or bring about such decisions without delay. The Company shall involve the Customer's contact person if and to the extent required to fulfil the individual Contract. For the avoidance of doubt, decisions made under this sub-clause shall not amount to the Company's agreement or acceptance to a change to the Specifications and shall not oblige the Company to carry out any changes to the Specifications unless such change is requested in accordance with Clause 30.

d) The Customer creates all conditions in order to enable proper fulfilment of the individual Contract. In particular, the Customer shall ensure that all necessary cooperation on its part or on the part of its agents or other persons it uses to fulfil its obligations is provided in due time, to the extent required, and free of charge for the Company.

e) The Customer will also inform the Company in due time about the laws applicable to the Customer which could be significant for the provision of the Assembled Products.

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f) The Company is not responsible for consequences resulting from any improper and / or late cooperation or equipment / services provided by the Customer. Any dates and deadlines are deferred for the duration which such violation impacts the Company's ability to meet the delivery date or deadline of the Assembled Product, plus an appropriate period for the proper continuation of assembly of the Assembled Products concerned. The Customer shall reimburse the Company on the basis of the applicable hourly rates for any additional costs incurred by the Company as a result of such breach or delay on the part of the Customer. The Customer's payment obligations remain unaffected by this.

g) The Customer is responsible for the proper use of the Customer Information and the respective Assembled Products. The Customer shall defend, hold harmless and indemnify the Company against all actions, claims, costs, demands and expenses incurred or suffered by the Company arising as a result of third parties that allege an infringement of their Third-Party Rights by the Company's use of the Customer Information or the Assembled Products. If any third party raises a claim against the Company to desist from further configuration, assembly, provision, production, installation or delivery of the Assembled Products that are the subject of the individual Contract by referring to Intellectual Property to which it is entitled, the Company is entitled to withhold the Assembled Products until the infringement or non-infringement of the Third-Party Rights has been finally established by a court of law.

4) Changes to the Specifications ("Change Request")

If the Customer requests a change to the Specifications (hereinafter "Change Request"), the following shall apply:

a) The Customer must describe the desired change in writing in detail in the Change Request. If the Customer and Company agree on the implementation of such a change (hereinafter "Change"), it will be carried out and documented accordingly as an addendum to the individual Contract. If requested by the Company, the Customer will sign a change request form.

b) Following receipt of a Change Request, the Company can inform the Customer about how long a more detailed review of the Change Request is expected to take and about any costs for such a review.

c) If the Customer then requests a more detailed review of the Change Request under the specified terms, the Company shall conduct such a review and submit a quotation to the Customer for the implementation of the Change Request (hereinafter referred to as "Change Proposal") within an appropriate period of time, insofar as the Company does not reject the Change Request. The Company can reject a Change Request in particular if it is technically, economically or temporally unreasonable, lies outside the Company's service portfolio, or could conflict with legal provisions. The Change Proposal is valid for five (5) Business Days after its submission, unless another term is agreed between the contractual partners.

d) After receiving the Change Proposal, the Customer decides whether it accepts the Change Proposal. If Company does not receive any declaration of acceptance from the Customer within the period set forth in the Change Proposal (or, if no period is set forth in the Change Proposal, within five (5) Business Days), the Company is no longer bound to the Change Proposal and can reject the Change Request. If the Customer accepts the Change Proposal in due time, the Change becomes part of the individual Contract in accordance with sub-clause 30)a).

e) The Company may request a Change by submitting a Change Proposal to the Customer which is valid for five (5) Business Days after its submission. The Customer shall carefully review and respond to any such Change Proposal initiated by Company within five (5) Business Days. If the Customer agrees to the Change Proposal, then the procedure to implement such change in sub-clause 30)a) shall apply. If the Customer does not respond to the Change Proposal within the time period stipulated above, the Customer shall be deemed to have accepted the Change Proposal and the Company shall provide the Assembled Products with the changes in the Change Proposal. If the Customer rejects the Change Proposal, and the Company is unable to provide the Assembled Products without such change, the Company shall be entitled to terminate the individual Contract and shall be entitled to payments for such work done up to the date of termination.

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f) A Change as agreed under sub-clause 30)a) or sub-clause 30)e) shall become effective only if the Written Form has been observed. The Company continues providing the Assembled Products (without any Change) until the Change becomes effective in accordance with the provisions applicable until that time.

5) Usage Rights

a) Customer Information

i) All Intellectual Property to Customer Information remain with the Customer or the relevant owner of the right.

ii) The Customer hereby grants the Company for the duration of the individual Contract a worldwide, non-exclusive, irrevocable, non-transferable, royalty-free right, to use the Customer Information and / or to have these used by subcontractors to the extent this is necessary for the provision of the Assembled Products to the Customer.

b) Company Materials

i) All Intellectual Property to the materials, papers, results, software, objects, documents, sketches, drawings, drafts, concepts, information, data etc., including any adaptations therefore, that exist at the time of conclusion of the individual Contract or are procured, developed or acquired during the term of the individual Contract by the Company, its subcontractors, suppliers and / or any other third parties used by the Company (together “Company Materials”) remain with the Company or the relevant holder of the rights.

ii) The Company grants the Customer a non-exclusive and perpetual right to use Company Materials (exclusive software) provided to and / or developed for the Customer within the scope of the provision of the Assembled Products exclusively for its own purposes provided this is required for the contractually proper use of the Assembled Products.

iii) If the Customer requests or the contractual partners agree to use third-party software in connection with the Assembled Products, the contractual partners shall determine the scope of use and make appropriate provisions in the individual Contract. The Customer is obligated to comply with the applicable Third Party Terms. If the Company suffers damage because the Customer violates the Third Party Terms, the Customer shall defend, indemnify and hold harmless the Company upon first request against all claims of third parties and bear the costs of the necessary legal defense.

6) Warranty for Assembled Products

a) Any right to claim or any claims in connection with or resulting from breaches of obligation in the form of material and / or legal defects to the Assembled Products - insofar as no diverging agreements have explicitly been made in writing – expire after a period of twelve (12) months. In the case of an unwarranted rejection of the Assembled Products, the expiration begins on the date of the notice given, notifying the Customer that Assembled Products are ready for inspection and approval; in all other cases, expiration begins with the approval following sub-clause 27)e).

b) Should a material and / or legal defect exist, the Company shall correct or resupply the affected Assembled Product at its option within a reasonable period, insofar as the defect already existed at the time of the transfer of risk. The owed quality of the Assembled Product is conclusively determined by these Special Terms and Conditions for Assembly of Products based on Specifications of the Customer, the General Terms and Conditions of Delivery as well as the respective individual Contract. For the avoidance of doubt clause 9d) above shall not apply to Assembled Products.

c) The Customer must immediately, but no later than within five (5) Business Days, notify the Company in writing of any defects and describe the symptoms of the defect in detail. The Customer shall reimburse the Company for all additional expenses resulting from a late notification unless the delay is beyond the control of the Customer.

d) If the use of the Assembled Products is restricted due to the infringement of third party rights, the provision in clause 17 of the General Terms and Conditions of Delivery shall apply.

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e) The Customer shall be entitled to remedy defects itself or have them remedied by third parties only if the Company has notified the Customer in Written Form that it will not remedy the defect or the Company has failed to take reasonable measures to remedy the defect after expiration of a reasonable grace period.

f) Warranty claims of the Customer due to material defects and legal defects are excluded in cases where the Assembled 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 the Company could not reasonably have or should not have recognized the defect.

7) Data Protection

Insofar as it is not technically and organizationally possible to prevent the Company from obtaining knowledge of personal data under the control of the Customer in the course of providing the assembly and/or inspection of the Assembled Products, the contractual partners shall conclude a data processing agreement.

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