

General Terms and Conditions for the Provision of Work and Services by Phoenix Contact

I. Basic provisions

1. Scope of application / General information

- 1.1. These General Terms and Conditions apply to all work and services provided by a company of the Phoenix Contact Group (the respective company hereinafter referred to either as "**PHOENIX CONTACT**" or "**CONTRACTOR**") on behalf of customers (hereinafter referred to either as "**CUSTOMER**" or "**CLIENT**").
- 1.2. These General Terms and Conditions apply exclusively to entrepreneurs within the meaning of Section 14 German Civil Code ("Bürgerliches Gesetzbuch"). They also apply to legal persons under public law or special funds under public law.
- 1.3. Differing or supplemental General Terms and Conditions of the CUSTOMER do not apply and shall not become a constituent part of the agreement even if PHOENIX CONTACT does not expressly object to them.
- 1.4. If any framework agreement or other agreements with the CUSTOMER of PHOENIX CONTACT have been concluded with regard to the provision of a SERVICE or SERVICES, these take precedence. These General Terms and Conditions shall supplement them unless more specific provisions are agreed therein. In the event of contradictions between these agreements and these General Terms and Conditions, the provisions of the agreements shall take precedence.
- 1.5. All SERVICES are services within the meaning of Sections 611 et seq. German Civil Code ("Bürgerliches Gesetzbuch"). If as any of these SERVICES are subject to statutory provisions due to mandatory law, section II of these General Terms and Conditions of Business shall apply in addition.

2. Definitions

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

BUSINESS DAYS are calendar days from Monday to Friday with the exception of statutory public holidays at the location where PHOENIX CONTACT has its registered office, as well as December 24 and 31 of each calendar year.

CLIENT MATERIALS are all materials, papers, results, software, objects, documents, sketches, drawings, drafts, concepts, information, DATA etc. 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 CLIENT or by third parties acting for it.

CONFIDENTIAL INFORMATION is all information and documents of the other 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 PHOENIX CONTACT discloses to the 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 these points (a) and (b).

CONTRACTOR MATERIALS are all 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 CONTRACTOR, its subcontractors, suppliers and / or any other third parties used by the CONTRACTOR.

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.

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

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.

FORCE MAJEURE in the context of the General Terms and Conditions for the provision of work and services and in the context of the respective INDIVIDUAL CONTRACT refers solely to any prolonged (i.e., lasting not less than 14 CALENDAR DAYS) external event originating outside of the scope of business operations through elementary forces of nature or the actions of third parties that is unforeseeable on the basis of human judgment and experience and impossible to prevent or render harmless using economically reasonable means, even through the most extreme exercise of caution which may reasonably be expected given the circumstances, and which on the basis of its frequency cannot be presumed by the contractual

partners, e.g., war, the threat of war, natural disasters, or epidemics / pandemics. FORCE MAJEURE is also deemed to include strikes, lock-outs, official intervention, shortages of power and raw materials, transport bottlenecks or obstacles, and operational hindrances through no fault on the part of PHOENIX CONTACT, e.g., fire, flooding and machine damage, and all other obstacles that, viewed objectively, have not been culpably caused by PHOENIX CONTACT. A case of FORCE MAJEURE is considered to exist if the event leading to FORCE MAJEURE occurred at the premises of the CONTRACTOR and / or at the premises of the subsuppliers or subcontractors of the CONTRACTOR.

An **INDIVIDUAL CONTRACT** is the agreed SERVICE that the CONTRACTOR must provide to the CLIENT in the specific individual case. The INDIVIDUAL CONTRACT can be made in particular, but not exclusively, in the form of a STATEMENT OF WORK or any other contractual agreement between the CONTRACTOR and the CLIENT, which governs the conditions and SERVICES for the individual case.

INTELLECTUAL PROPERTY RIGHTS are registered and non-registered industrial property rights and similar rights, as well as to the application for and entitlement to these rights in the contract territory (especially patents, marks, copyrights, designs, and ancillary copyrights), which grant protection of intellectual property under German or foreign law.

A **SERVICE** or **SERVICES** refers to the performance of an action by the CONTRACTOR aimed at fulfilling the obligations under the specific INDIVIDUAL CONTRACT. SERVICES under these General Terms and Conditions in particular include but are not limited to consulting, documentation, test support, engineering, development or implementation, system maintenance, the testing of test items, commissioning and the creation of software (application software).

STATEMENT OF WORK is the specification of the SERVICE that the CONTRACTOR provides to the CLIENT.

A **TEST ITEM** is the item including accessories such as peripherals and / or fixing aids provided by the CUSTOMER to PHOENIX CONTACT for the purpose of testing.

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. WRITTEN FORM may be substituted by the ELECTRONIC FORM.

3. Conclusion of contract

- 3.1. The offers made by PHOENIX CONTACT are subject to change unless they are expressly marked as

binding or contain expressly binding commitments or their binding nature has been expressly agreed in some other way. They are invitations to submit orders.

- 3.2. The CUSTOMER is bound to its order for fourteen (14) BUSINESS DAYS, for five (5) BUSINESS DAYS if the order is in TEXT FORM, following receipt of the order.
- 3.3. An INDIVIDUAL CONTRACT shall only be realized between the contractual partners if PHOENIX CONTACT confirms the relevant order in TEXT FORM. This confirmation may be replaced on the part of PHOENIX CONTACT by the performance of the delivery and / or SERVICE.

4. CUSTOMER'S obligation to cooperate

- 4.1. The CLIENT will provide all cooperation and equipment / services required for the proper provision of the SERVICE by the CONTRACTOR. The provision of the SERVICE in accordance with the agreement essentially depends on the provision of this cooperation and equipment / services by the CLIENT and can also require the CLIENT to exert corresponding influence on its agents, representatives, service recipients, other service providers, or other third parties (but not the agents of the CONTRACTOR). While providing the services, the CONTRACTOR may rely on communications, instructions, approvals, sign-offs, declarations of acceptance, or similar declarations of the CLIENT; compliance with and / or implementation of such declarations shall be deemed a SERVICE in accordance with the agreement and the CONTRACTOR shall not be responsible for any consequences resulting therefrom.
- 4.2. The CUSTOMER shall provide PHOENIX CONTACT with all information, CLIENT MATERIALS and DATA as well as special requirements (hereinafter referred to as "CUSTOMER INFORMATION") required for the fulfillment of the agreement with regard to the SERVICES in due time, free of charge, in full, free from INTELLECTUAL PROPERTY RIGHTS of third parties; and correctly. This also applies to documents (e.g., regarding special safety and accident prevention regulations applicable in the respective area) as well as to events and circumstances that first become known during the performance of the INDIVIDUAL CONTRACT. The CUSTOMER may only provide PHOENIX CONTACT with CUSTOMER INFORMATION for the performance of services that it has correspondingly checked beforehand. If necessary, the CUSTOMER shall update the CUSTOMER INFORMATION. The CUSTOMER must provide PHOENIX CONTACT with the customer-specific documents and other necessary internal company information required for performance, even without being requested to do so.
- 4.3. In the event that the CUSTOMER provides PHOENIX CONTACT with a TEST ITEM, the CUSTOMER is obligated to check the TEST ITEM it has provided, including test accessories, prior to delivery to PHOENIX CONTACT. If the TEST ITEM, can pose dangers of any kind, the tester responsible or PHOENIX CONTACT must be informed in writing of the nature and extent of the possible danger at the latest upon delivery of the TEST ITEM. This also

includes the obligation of the CUSTOMER to affix a clear and explicit warning note on the packaging of the TEST ITEM about possible dangers and safety risks, such as when opening or removing the TEST ITEM. The obligation of the CUSTOMER to provide prior information about existing safety risks also applies to dangers that can arise during regular operation, e.g., because the TEST ITEM has been modified for testing purposes or because it is subjected to non-typical operating states during the test. This also applies to the cases in which the TEST ITEM is changed during the test at PHOENIX CONTACT.

- 4.4. The CUSTOMER shall designate a technically competent contact person who shall be available to PHOENIX CONTACT 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. PHOENIX CONTACT shall involve the CUSTOMER's contact person if and to the extent required to fulfill the agreement.
- 4.5. The CUSTOMER creates all conditions in order to enable proper fulfillment of the agreement. In particular, the CUSTOMER shall ensure that all necessary cooperation on its part or on the part of its agents is provided in due time, to the extent required, and free of charge for PHOENIX CONTACT.
- 4.6. Furthermore, the CLIENT shall also inform the CONTRACTOR in due time about the laws applicable to the CLIENT which could be significant for the provision of the SERVICE.
- 4.7. If PHOENIX CONTACT provides the SERVICES at the premises of the CLIENT, the CLIENT must grant the employees of PHOENIX CONTACT or third parties commissioned by PHOENIX CONTACT access, during regular business hours and within the company's access regulations, also free of charge, to all premises, installations (hardware, software, networks, etc.) and other work equipment required for the proper provision of the SERVICES by PHOENIX CONTACT. Where necessary, the CLIENT must also ensure the provision free of charge of functioning workstations for the employees of PHOENIX CONTACT or third parties commissioned by PHOENIX CONTACT.
- 4.8. If the CUSTOMER does not provide the TEST ITEM in due time and / or if the CUSTOMER postpones or cancels the deadline at short notice, i.e., less than 21 calendar days before the confirmed test date, point 1 shall apply. 8.5
- 4.9. The CONTRACTOR is not responsible for consequences resulting from any improper and / or late cooperation or equipment / services provided by the CLIENT. Any dates and deadlines are deferred for the duration of any such violation, plus an appropriate period for the proper continuation of the SERVICES concerned. The CLIENT shall reimburse the CONTRACTOR on the basis of the respective applicable version of the "Cost Rates for the Provision of Services" for the additional expenses incurred by the CONTRACTOR resulting from such a violation by the CLIENT. The payment obligations of the CLIENT remain unaffected by this.
- 4.10. The CUSTOMER indemnifies PHOENIX CONTACT of third party claims resulting from the use of the

CUSTOMER INFORMATION and shall, on first request, compensate PHOENIX CONTACT for any damages incurred unless the CUSTOMER is not responsible for such damages.

- 4.11. If any third party invokes its INTELLECTUAL PROPERTY RIGHTS to raise a claim against PHOENIX CONTACT to desist from the further provision, production or delivery of the goods / services which are the subject of the agreement, PHOENIX CONTACT shall be entitled to withhold the SERVICE until the infringement has been conclusively established by a court of law.

5. Provision of services by the CONTRACTOR

- 5.1. PHOENIX CONTACT provides the SERVICES at its own responsibility, unless expressly stipulated otherwise in writing. PHOENIX CONTACT is, however, entitled to use third parties for the provision of the contract. Unless agreed otherwise, the SERVICES shall be provided at the registered office of PHOENIX CONTACT.
- 5.2. While providing the SERVICES on equipment, machines, or systems at the premises of the CUSTOMER, PHOENIX CONTACT is obliged to observe the safety and accident prevention regulations that apply there. The requirement for this is, however, that PHOENIX CONTACT is informed about the existence and content of such safety and accident prevention regulations in due time before the SERVICES are provided.
- 5.3. PHOENIX CONTACT provides the SERVICES in accordance with the generally accepted technical rules and standards at the time when the INDIVIDUAL CONTRACT is concluded, unless otherwise stipulated in the respective INDIVIDUAL CONTRACT.
- 5.4. PHOENIX CONTACT shall have no obligation to perform any safety-related examination of the design instructions, circuit diagrams, samples, and other technical guidelines provided by the CUSTOMER. If one of the aforementioned guidelines is the cause of damage, the CUSTOMER shall indemnify PHOENIX CONTACT from any liability.
- 5.5. If PHOENIX CONTACT determines that the design instructions, circuit diagrams, samples, and other technical guidelines provided by the CUSTOMER result in significant safety defects with respect to the SERVICES, PHOENIX CONTACT shall notify the CUSTOMER of this fact without delay. If the CUSTOMER insists on the execution and creation of the SERVICES on the basis of its guidelines, without being able to explain the safety in a plausible and comprehensible manner when pursuing the guidelines, PHOENIX CONTACT is entitled to refuse the SERVICES. The CUSTOMER shall remunerate PHOENIX CONTACT for the SERVICES rendered by PHOENIX CONTACT up to this point in time.
- 5.6. The test report of PHOENIX CONTACT refers exclusively to the specifically tested TEST ITEM and not to the series, even if no design modifications have been made in comparison to the tested TEST ITEM. Series monitoring by PHOENIX CONTACT does not take place.
- 5.7. The examination of the CUSTOMER INFORMATION for conflicting INTELLECTUAL PROPERTY RIGHTS of third parties, in particular the conducting of a so-

called freedom-to-operate analysis, is not part of the SERVICES owed by PHOENIX CONTACT, unless explicitly commissioned otherwise in individual cases. If INTELLECTUAL PROPERTY RIGHTS of third parties are violated by the contractually compliant use of the CUSTOMER INFORMATION or the products manufactured in this respect, this does not constitute any defect in the SERVICE. PHOENIX CONTACT shall inform the CUSTOMER of any third party rights of which PHOENIX CONTACT becomes aware.

- 5.8. The CUSTOMER is advised that many of the tests specified in the requirements will, by their nature, result in the destruction of or damage to the TEST ITEM. PHOENIX CONTACT is therefore not liable for any destruction or damage to the TEST ITEM during the commissioned tests.
- 5.9. All correspondence and all documents are prepared by PHOENIX CONTACT in German or English. If PHOENIX CONTACT uses another language in addition, the German or English wording shall take precedence.

6. Modifications to services ("Change Request")

- 6.1. The CUSTOMER can request a modification to the SERVICE (hereinafter referred to as "CHANGE REQUEST") at any time in writing. In such a CHANGE REQUEST, the CUSTOMER must describe the desired modification in more detail. If the CUSTOMER and PHOENIX CONTACT agree on the implementation of such a modification (hereinafter referred to as "CHANGE"), it shall be performed and documented accordingly as an addendum to the respective INDIVIDUAL CONTRACT.
- 6.2. Following receipt of a CHANGE REQUEST, the CONTRACTOR can inform the CLIENT of the expected duration of a more detailed examination of the CHANGE REQUEST as well as of any costs for such an examination.
- 6.3. If the CUSTOMER then requests a more detailed examination of the CHANGE REQUEST under the specified terms, PHOENIX CONTACT shall conduct such an examination 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 PHOENIX CONTACT does not reject the CHANGE REQUEST. PHOENIX CONTACT can refuse a CHANGE REQUEST in particular if it is technically, economically or temporally unreasonable, lies outside the CONTRACTOR's service portfolio, or could conflict with legal provisions. The CHANGE PROPOSAL is binding for five (5) BUSINESS DAYS after its submission.
- 6.4. Upon receipt of the CHANGE PROPOSAL, the CUSTOMER decides whether it accepts the CHANGE PROPOSAL. If PHOENIX CONTACT does not receive any declaration of acceptance from the CUSTOMER within ten (10) BUSINESS DAYS, PHOENIX CONTACT 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.
- 6.5. PHOENIX CONTACT can request a CHANGE by submitting a CHANGE PROPOSAL to the

CUSTOMER. The CUSTOMER shall carefully review any such CHANGE PROPOSAL initiated by PHOENIX CONTACT within five (5) BUSINESS DAYS.

- 6.6. A CHANGE shall become effective only if the WRITTEN FORM has been observed. PHOENIX CONTACT provides the SERVICES until the CHANGE becomes effective in accordance with the provisions applicable until that time.

7. Approval of the SERVICES

The SERVICES shall be subject to approval by the CLIENT only if and insofar as (i) this is explicitly agreed in these General Terms and Conditions, (ii) applicable mandatory law so provides, (iii) the SERVICES concerned are submitted by the CONTRACTOR at its discretion to the CLIENT for approval, or (iv) this is agreed in the respective INDIVIDUAL CONTRACT and / or STATEMENT OF WORK between the contractual partners. The approval process set forth in point II.1 applies to such SERVICES.

8. Time of performance / Delay / Reservation of self-supply

- 8.1. The delivery dates stated in the order confirmation shall be binding insofar as they are designated as binding in the order confirmation. Otherwise, PHOENIX CONTACT shall endeavor to comply with them to the best of its ability. The CONTRACTOR will inform the CUSTOMER about any delays. If the CONTRACTOR notifies the CUSTOMER of a new delivery date and the CUSTOMER does not reject this delivery date within two (2) days, this date shall be deemed to be the newly agreed delivery date.
- 8.2. Deadlines for the SERVICE shall commence upon the CUSTOMER's receipt of PHOENIX CONTACT's order confirmation. If the CUSTOMER has requested a CHANGE after the INDIVIDUAL CONTRACT, a new reasonable period for the SERVICE shall commence upon confirmation of the CHANGE by PHOENIX CONTACT.
- 8.3. In the event of a delay in service by the CONTRACTOR, the CUSTOMER is entitled, after setting a reasonable grace period with the threat of rejection of the service, to declare their withdrawal from the INDIVIDUAL CONTRACT affected by the delay in each case with regard to the delayed part, unless the CONTRACTOR fulfills beforehand. If the CONTRACTOR does not receive any, only partial, or no timely SERVICES from its sub-suppliers / subcontractors for the performance of its contractual SERVICES owed for reasons for which it is not responsible, despite proper and sufficient coverage prior to the conclusion of the INDIVIDUAL CONTRACT with the CUSTOMER in accordance with the quantity and the quality from its agreement with the CUSTOMER (congruent coverage), the CONTRACTOR shall inform the CUSTOMER immediately. In this case, the CONTRACTOR is entitled to delay the SERVICES for the duration of the disruption or to withdraw from the affected INDIVIDUAL CONTRACT in whole or in part due to the unfulfilled term of the INDIVIDUAL CONTRACT insofar as the CONTRACTOR has fulfilled its

foregoing obligation to inform and has not assumed the procurement risk or a guarantee of performance.

- 8.4. If a performance date or a performance period has been bindingly agreed between the CONTRACTOR and the CUSTOMER and if this or these are exceeded due to the aforementioned event of lack of self-supply, the CUSTOMER shall be entitled to withdraw from the affected INDIVIDUAL CONTRACT after fruitless expiry of a grace period of 30 calendar days due to the part not yet fulfilled. Further claims by the CUSTOMER, in particular to compensation for damages, are excluded in this case. The aforementioned provision on the CUSTOMER's contractual right of withdrawal shall apply accordingly if, for the reasons stated in sentence 1, the CUSTOMER cannot objectively be expected to adhere to the agreement any longer, even without a contractual agreement on a fixed delivery date.
- 8.5. PHOENIX CONTACT shall not be in delay as long as the CUSTOMER is in delay with the fulfillment of obligations, in particular obligations to cooperate with PHOENIX CONTACT in accordance with point I.4, including those arising from other agreements, unless the CUSTOMER has provided security in accordance with Section 273 para 3 German Civil Code ("Bürgerliches Gesetzbuch").

9. Rights of use for DATA

- 9.1. The owner of the DATA, and thus the party authorized to use the DATA, is exclusively the party that created the DATA.
- 9.2. The CUSTOMER is obliged to provide the PHOENIX CONTACT with the necessary DATA required for the fulfillment of the INDIVIDUAL CONTRACT and to grant PHOENIX CONTACT an irrevocable, non-exclusive right of use, unlimited in location, for the duration of the INDIVIDUAL CONTRACT.
- 9.3. The right of use of the DATA transmitted by the CUSTOMER includes, in particular, the receipt, storage, organization, adaptation or modification, reading out, use, and combination or linking with other DATA. PHOENIX CONTACT is entitled, during the term of the INDIVIDUAL CONTRACT, to disclose the DATA to AFFILIATED COMPANIES of the CONTRACTOR or to third parties and to grant them corresponding rights of use.
- 9.4. The CUSTOMER is obliged to transmit the DATA to PHOENIX CONTACT free of charge, completely, free of RIGHTS OF THIRD PARTIES, and correctly. PHOENIX CONTACT is not obligated to check the DATA. The SUPPLIER is not obligated to return DATA transmitted by the PHOENIX CONTACT. The rights of use granted to DATA already transmitted up to discontinuation of the INDIVIDUAL CONTRACT will not be affected by such discontinuation.

10. Remuneration / Terms of payment / Delay in payment / Grounds for uncertainty

- 10.1. The CLIENT commits itself to pay the remuneration agreed upon in the respective INDIVIDUAL CONTRACT. The contractual partners can agree on fixed prices or remuneration in accordance with the effort involved for the respective INDIVIDUAL CONTRACT. The SERVICES shall be charged at the fixed price stated in the offer or order confirmation or on the basis of time and materials, insofar as no other

invoicing and payment method has been agreed upon in the quotation or order confirmation. In the case of SERVICES rendered on the basis of time and materials expended, the working hours and travel times incurred shall be invoiced at the hourly rates applicable in each case in accordance with respective application version of the "Cost Rates for the Provision of Services", and the materials consumed shall be invoiced at the prices applicable at the time the contract is concluded. Other expenses, particularly costs for preparation, travel, accommodation and overnight stays, shall be charged additionally. If as the quotation or order confirmation contains indicative prices for SERVICES on the basis of time or materials, these are non-binding.

- 10.2. Surcharges shall be applied for overtime, night hours, Sunday hours, and holiday hours.
- 10.3. All prices and remuneration shall be exclusive of statutory value-added tax, customs duties, and other taxes or fees. These shall be paid by the CLIENT.
- 10.4. The CONTRACTOR is entitled to unilaterally increase the remuneration and / or prices accordingly in case of increase of any COST if it directly or indirectly affects the cost of production or procurement of goods or the cost of the contracted supplies and / or services and if there are more than two (2) months between the conclusion of the respective INDIVIDUAL CONTRACT and delivery of the INDIVIDUAL CONTRACT. An increase in the aforementioned sense shall be excluded to the extent that the cost increase in any or all of the aforementioned COSTS is offset by a cost reduction in any other of the aforementioned COSTS with respect to the total cost burden for the delivery and/or service (netting). If COSTS are reduced without the cost reduction being offset by an increase in other COSTS, the cost reduction shall be passed on to the CUSTOMER as part of a reduction in remuneration and / or prices.
- 10.5. 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 point I.10.4, the CUSTOMER shall be entitled to withdraw from not yet completely fulfilled INDIVIDUAL AGREEMENTS for the part not yet fulfilled. However, the CUSTOMER may assert this right only immediately after notification at least in TEXT FORM of the increased remuneration and / or the increased price.
- 10.6. The CLIENT shall reimburse the CONTRACTOR for all expenses, disbursements and out-of-pocket expenses incurred by the CONTRACTOR as part of the proper provision of the SERVICES. The CONTRACTOR shall indicate these as separate line items on its invoices.
- 10.7. The CONTRACTOR shall invoice the remuneration after the SERVICES concerned have been provided unless the INDIVIDUAL CONTRACT specifies a different payment schedule. If the CONTRACTOR provides SERVICES on an ongoing basis (i.e., for two (2) or more consecutive months), billing shall occur at the beginning of each subsequent month.
- 10.8. Payments by the CUSTOMER are to be made net within 14 calendar days after invoicing by PHOENIX CONTACT. Any claims of PHOENIX CONTACT

against the CUSTOMER due to a delay in payment are governed exclusively by the statutory provisions.

- 10.9. The CUSTOMER'S default of payment in the sense of Section 286 of the German Civil Code ("Bürgerliches Gesetzbuch") can cause all payment claims arising from the business relationship with the CUSTOMER to become due immediately.
- 10.10. If terms of payment are not complied with or circumstances become known or recognizable which, in PHOENIX CONTACT's due commercial discretion, give rise to justified doubts as to the creditworthiness of the CUSTOMER, including such facts which already existed at the time of conclusion of contract but of which PHOENIX CONTACT was not aware or was not required to be aware, PHOENIX CONTACT shall, notwithstanding further statutory rights, be entitled to suspend the continuation of work on ongoing INDIVIDUAL CONTRACTS and to demand advance payments for outstanding deliveries or the provision of reasonable, conventional securities, e.g., in the form of a bank guarantee from a German credit institute affiliated with the deposit protection fund, and to withdraw from the INDIVIDUAL CONTRACT with respect to the unfulfilled part of the contract after the unsuccessful expiration of a reasonable grace period for the provision of such securities. The CUSTOMER is obliged to compensate PHOENIX CONTACT for all damages resulting from the nonperformance of the INDIVIDUAL CONTRACT.
- 10.11. The CUSTOMER may only settle undisputed or legally established counterclaims or assert a right of retention due to such claims.
- 10.12. Incoming payments are first used to settle the costs, then the interest, and finally the principal receivables in accordance with their age. Any provision of the CUSTOMER aside from this at the time of payment shall be irrelevant.
- 10.13. In the event of an agreed money transfer, the date of payment shall be the date of receipt of funds by PHOENIX CONTACT or the date of credit to the account of PHOENIX CONTACT or the account of the payment office specified by PHOENIX CONTACT.

11. Rights of use CLIENT MATERIALS

- 11.1. All INTELLECTUAL PROPERTY RIGHTS regarding the CLIENT MATERIALS shall remain with the CLIENT or the respective rights holder.
- 11.2. The CLIENT hereby grants to the CONTRACTOR, for the duration of the INDIVIDUAL CONTRACT, a non-exclusive, irrevocable, non-transferable right to use the CLIENT MATERIALS and / or to have them used by subcontractors to the extent necessary to provide the SERVICES to the CLIENT.

CONTRACTOR MATERIALS

- 11.3. All INTELLECTUAL PROPERTY RIGHTS regarding the CONTRACTOR MATERIALS shall remain with the CONTRACTOR or the respective rights holder.
- 11.4. The CONTRACTOR grants the CLIENT a non-exclusive and permanent right to use the CONTRACTOR MATERIALS provided to the CLIENT within the scope of the provision of the SERVICES and / or developed for the CLIENT exclusively for its own purposes, insofar as this is

necessary for the use of the SERVICES in accordance with the agreement.

12. Non-disclosure

- 12.1. 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.
- 12.2. 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.
- 12.3. The CONTRACTOR is entitled to grant access to CONFIDENTIAL INFORMATION to (a) lawyers, auditors and other advisors, (b) technical service providers (e.g., computer center operators, host providers, cloud providers), and / or (c) third parties reasonably involved in the execution of corporate transactions relating to PHOENIX CONTACT (e.g., merger, corporate sale or sale of shares), and / or (d) AFFILIATED COMPANIES of PHOENIX CONTACT, provided that (i) this is necessary to protect the justified interests of the CONTRACTOR 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.

13. Shipment of the TEST ITEM

- 13.1. The CUSTOMER delivers the TEST ITEM to PHOENIX CONTACT in accordance with DDP registered office of PHOENIX CONTACT (Incoterms 2020).
- 13.2. Upon completion of the test, the TEST ITEM will be returned by PHOENIX CONTACT to the CUSTOMER following notification by PHOENIX CONTACT in accordance with FCA registered office of PHOENIX CONTACT (Incoterms 2020).

14. Liability

- 14.1. The liability of the CONTRACTOR for breaches of obligations arising out of or in connection with the INDIVIDUAL AGREEMENTS, in particular for compensation for damages and reimbursement of expenses, as well as claims arising from indemnification obligations, shall be governed by this point unless expressly regulated otherwise in these General Terms and Conditions for the provision of work and services.
- 14.2. The CONTRACTOR shall be liable without limitation in case of (i) intentional or grossly negligent breach of obligation; (ii) injury to life, body, or health; (iii) delay, insofar as a fixed date of delivery and / or fixed date of performance was agreed; (iv) assumption of a guarantee for the quality of the goods or the existence of a performance success, or a procurement risk or (v) liability according to the German Product Liability Act ("Produkthaftungsgesetz") or other legally mandatory liability issues.

- 14.3. In case of a slightly negligent violation of essential contractual obligations, the CONTRACTOR's liability shall be limited to damages that are predictable in character with the agreement. Essential contractual obligations are those obligations whose fulfillment is a necessary prerequisite for the proper performance of the INDIVIDUAL CONTRACT and on whose observance the party may consistently rely.
- 14.4. The damages that are predictable and in character with the agreement or the typically predictable expenses and the liability of the CONTRACTOR based thereon, shall be limited to the net invoice amount in accordance with the INDIVIDUAL CONTRACT, under consideration of expected or to be granted bonuses, discounts, credits (hereinafter referred to as "AMOUNT"), which the CLIENT has paid to PHOENIX CONTACT for the SERVICE or SERVICES in the calendar year preceding the calendar year in which the damaging event occurs. If the damaging event occurs within the first calendar year, the AMOUNT paid by the CUSTOMER to PHOENIX CONTACT up to that time will be extrapolated to twelve (12) months for the purposes related thereto.
- 14.5. In case of a delay caused by less than gross negligence, the liability of PHOENIX CONTACT shall be limited to 0.5 % of the AMOUNT per instance of delay and a maximum of 5 % of the AMOUNT per calendar year.
- 14.6. Insofar as not otherwise stipulated in points I.14.1-14.5, the liability of PHOENIX CONTACT for compensation for damages or expenses is excluded.
- 14.7. Liability for indirect damages, direct damages, loss of profit, loss of production, interruption of operations, contractual third party claims, loss of use, loss of data and information, wasted expenses, as well as financing expenses or damage to image is excluded, unless the conditions of point I.14.2 apply.
- 14.8. The CLIENT is obliged to perform an appropriate backup and to create backup copies of all data and programs in machine-readable form at least once a day for this purpose. In the event of a loss of data for which the CONTRACTOR is responsible, the CONTRACTOR's liability shall be limited to those costs of data restoration that the CLIENT could not have prevented by fulfilling the aforementioned obligation or by taking other measures that are reasonable for said CLIENT.
- 14.9. If the liability of PHOENIX CONTACT is excluded or limited, this also applies to all organs, employees, representatives, agents, and subcontractors of PHOENIX CONTACT as well as to its AFFILIATED COMPANIES.
- 14.10. Notwithstanding point II.2.2, claims for damages of the CLIENT shall otherwise expire within twelve (12) months, except in cases of point I.14.2.

15. FORCE MAJEURE

- 15.1. Should PHOENIX CONTACT, despite proper and sufficient coverage prior to conclusion of contract (congruent coverage), be unable to deliver / render services to the CUSTOMER or deliver / render services to the CUSTOMER in a timely manner due to FORCE MAJEURE circumstances, PHOENIX CONTACT shall inform the CUSTOMER without delay, at the very least in TEXT FORM. In this case,

PHOENIX CONTACT is entitled to delay the delivery and / or SERVICE for the duration of the disruption or to withdraw from the INDIVIDUAL CONTRACT in whole or in part due to the unfulfilled term of the INDIVIDUAL CONTRACT insofar as PHOENIX CONTACT has fulfilled its foregoing obligation to inform and has not assumed the procurement risk pursuant to Section 276 of the German Civil Code ("Bürgerliches Gesetzbuch") or a guarantee of performance and/or delivery. In case of a withdrawal, PHOENIX CONTACT shall reimburse the CUSTOMER for SERVICES already provided with regard to the part of the agreement covered by the withdrawal.

- 15.2. If a binding agreement has been reached regarding a delivery date or performance date, and if the agreed delivery or performance date has been exceeded due to FORCE MAJEURE circumstances, the CUSTOMER is thus entitled to withdraw from the INDIVIDUAL CONTRACT due to the unfulfilled part of the INDIVIDUAL CONTRACT following the unsuccessful expiration of a reasonable grace period defined by the CUSTOMER. Further claims by the CUSTOMER, in particular to compensation for damages, are excluded in this case insofar as PHOENIX CONTACT has not assumed the procurement risk or a guarantee of performance and / or delivery pursuant to Section 276 of the German Civil Code ("Bürgerliches Gesetzbuch"). The preceding provision in accordance with point I.15.2 shall be correspondingly valid if no contractual agreement exists concerning a fixed delivery / performance date and further adherence to the INDIVIDUAL CONTRACT by the CUSTOMER would be objectively deemed unreasonable.

16. Data protection

- 16.1. The contractual partners mutually commit to comply with all data protection acts and related requirements that apply to the fulfillment of their obligations as covered by this agreement.
- 16.2. Insofar as it is not technically and organizationally possible to prevent the CONTRACTOR from obtaining knowledge of personal data under the control of the CLIENT in the course of providing particular SERVICES, the contractual partners shall conclude a data processing agreement.

17. Hardship

- 17.1. If the CONTRACTOR is obliged under the INDIVIDUAL CONTRACT to make a single or multiple SERVICE, the service obligation shall cease to apply if the legal, economic and / or logistical procurement conditions on the market for the provision of the contractual SERVICE have changed for the CONTRACTOR compared to the time of the conclusion of the INDIVIDUAL CONTRACT in such a way that, from an objective point of view, the fulfillment of the service obligation can no longer be expected of the CONTRACTOR. In this context, the CONTRACTOR can no longer be expected to fulfill the service obligation, in particular if, due to a general shortage of raw materials and / or parts, it is not possible for the CONTRACTOR to procure them from the usual suppliers within the agreed service periods.

17.2. The CONTRACTOR's service 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 CONTRACTOR shall inform the CUSTOMER without delay if the aforementioned situation occurs that leads to the CONTRACTOR being exempt from performance. In this case, the contractual partners shall immediately negotiate an adjustment of the INDIVIDUAL CONTRACT, under consideration of the interests of both parties, which will take the aforementioned situation into account. If, on request of one of the contractual partners of the INDIVIDUAL CONTRACT, such an agreement is not reached within 30 calendar days, both contractual partners will be entitled to withdraw from the affected INDIVIDUAL CONTRACT without compensation.

18. 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.

19. Export regulations / Export control / Proviso clause / Statutory provisions

19.1. The CONTRACTOR confirms that all applicable European and international laws with regard to export control law, sanctions law, or embargo law are complied with, insofar as this does not conflict with mandatory national or European legal provisions, in particular Council Regulation (EC) No. 2271/96 of 22 November 1996, as last amended by Commission Delegated Regulation (EU) 2018/1100 of 6 June 2018 ("EU Blocking Regulation") and Section 7 of the German Foreign Trade Ordinance ("Außenwirtschaftsverordnung").

19.2. The INDIVIDUAL CONTRACT is subject to the condition precedent that any required export or shipment licenses are issued by the appropriate authority or it is determined that an export or shipment license is not required. In addition, it is subject to the condition precedent that no other applicable embargo or sanctions provisions conflict with the performance of the agreement. Deadlines and delivery times shall be extended accordingly by delays due to export controls or approval procedures as well as the culpably late provision by the CUSTOMER of the information and documents required for export or shipment.

19.3. At the CONTRACTOR's request, prior to delivery of the SERVICE or SERVICES and prior to performance by the CONTRACTOR, the CUSTOMER will sign a separate statement affirming that it is not on any national, European, or US sanctions list or subject to any other embargo restrictions applicable to the CONTRACTOR.

19.4. The CUSTOMER is advised by the CONTRACTOR that the export of the delivered SERVICE or SERVICES, information, and documentation may be subject to an approval requirement or be prohibited under the respectively applicable export regulations of the Federal Republic of Germany and / or the United States of America (US (re)export regulations) – e.g., due to their properties or concrete use – and that violations may be punishable by law. The CUSTOMER is not permitted to resell or forward the SERVICE or SERVICES if the resale or forwarding would violate regulations of foreign trade law applicable to the CONTRACTOR. These include, in particular, export bans in accordance with the German Foreign Trade and Payments Act ("Außenwirtschaftsgesetz") and the German Foreign Trade Ordinance ("Außenwirtschaftsverordnung") and the applicable sanctions and embargo provisions.

19.5. In the event of culpable violation of the aforementioned obligations by the CUSTOMER, they shall indemnify the CONTRACTOR from all claims and make good all damages arising from claims asserted against the CONTRACTOR by suppliers or licensors of the CONTRACTOR, by third parties, or by government and / or international authorities or organizations.

20. Applicable law / Arbitration

20.1. This shall exclusively be governed by German law. The provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall be excluded.

20.2. Exclusive place of jurisdiction for all disputes concerning this INDIVIDUAL CONTRACT shall be Cologne, Germany, provided that the CUSTOMER has its registered office in a member state of the European Union.

20.3. For CUSTOMERS with a registered office outside the European Union, the following applies: Any disputes arising out of or in connection with this legal relationship or its validity shall be finally settled in accordance with the rules of arbitration of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Cologne, Germany. The arbitration court shall consist of three arbitrators. The language of proceedings shall be German. The right of a contractual partner to request an order for provisional or protective measures (interim legal protection) from the ordinary court responsible remains unaffected.

21. WRITTEN

FORM / Assignment / Acknowledgement

21.1. Oral side agreements do not exist. Any amendments and supplements to these General Terms and Conditions require the WRITTEN FORM and the mutual consent of the contractual partners. The same applies to any waiver of this requirement for written form or its cancellation. Section 305b German Civil Code (precedence of individual agreements) remains unaffected.

21.2. Unilateral declarations and notifications under these General Terms and Conditions must be in TEXT

FORM unless otherwise stipulated by these General Terms and Conditions.

- 21.3. The CLIENT may assign rights and obligations arising out of or in connection with these General Terms and Conditions only with the prior written consent of the CONTRACTOR. Section 354a German Commercial Code remains unaffected.
- 21.4. Any acknowledgement of breaches of obligation by PHOENIX CONTACT always requires the WRITTEN FORM.

22. Termination

- 22.1. The relevant statutory provisions shall govern termination of the respective INDIVIDUAL CONTRACT.
- 22.2. A good cause entitling the CONTRACTOR to terminate the agreement shall exist in particular if the CLIENT is in delay with a due payment (a) in the amount of 50 % of the agreed total remuneration under the relevant INDIVIDUAL CONTRACT, (b) in the event of monthly billing for two consecutive months, with the payment of the remuneration or a significant part thereof, or (c) in the event of monthly billing in a period extending over more than two months, with the payment of the remuneration in the amount of two months and if the CONTRACTOR does not remedy such delay within five (5) WORKING DAYS upon a warning by the CONTRACTOR. Further good causes for termination shall be deemed to exist in particular, but not exclusively, if (a) insolvency proceedings against the assets of a contractual partner are rejected due to lack of assets, or (b) the respective other contractual partner stops its payments, or (c) the legal or shareholding structure of the other contractual partner changes sustainably in such a way that the terminating contractual partner can justify significant economic or legal disadvantage (e.g., majority stake by a competitor).
- 22.3. In cases of termination of an INDIVIDUAL CONTRACT in accordance with the above points, the CLIENT shall pay the agreed remuneration minus the pro rata remuneration for the agreed scope of services which was saved by the termination. Furthermore, PHOENIX CONTACT shall be entitled to a claim for remuneration for services and expenses incurred in connection with the termination – also in the relationship of PHOENIX CONTACT with third parties. Section 648 para 6 German Civil Code (“Bürgerliches Gesetzbuch”) remains unaffected.
- 22.4. Terminations shall only be effective in WRITTEN FORM.

II. Special provisions for work services

The conditions of this section II also apply to the provision of work.

1. Approval of the SERVICE

- 1.1. If no other time period is specified in the applicable INDIVIDUAL CONTRACT, the CLIENT shall accept the SERVICE within ten (10) WORKING DAYS after submission for approval (hereinafter referred to as the “APPROVAL PERIOD”), provided that the SERVICES are free of material defects. The SERVICES are considered free from material defects

if they essentially meet the agreed approval criteria. If no specific approval criteria are agreed upon, the SERVICES are considered free of material defects if they essentially conform to the properties described in the INDIVIDUAL CONTRACT and / or STATEMENT OF WORK. Immaterial deviations from the approval criteria or the INDIVIDUAL CONTRACT and / or STATEMENT OF WORK are not considered material defects and do not preclude approval.

- 1.2. If material defects exist, the CLIENT must inform the CONTRACTOR of these in TEXT FORM within the APPROVAL PERIOD. If the CLIENT does not notify the CONTRACTOR in due form before expiration of the APPROVAL PERIOD of any defects which prevent approval, the SERVICES concerned shall be deemed approved. The same applies if the CLIENT, in due form and time, reports defects that prevent approval, the CONTRACTOR resubmits the contractual services in question to the CLIENT as “defects remedied,” and the CLIENT does not object within ten (10) WORKING DAYS (this consequence, however, arises at the earliest upon expiration of the APPROVAL PERIOD).
- 1.3. The contractual partners can expressly or implicitly agree on partial approval of individual parts of the SERVICES. In such a case, any defects of the partially approved SERVICES cannot be asserted as defects of SERVICES approved at a later date.
- 1.4. The CLIENT is not entitled to any rights of withdrawal for the approved SERVICES.
- 1.5. The SERVICE shall be considered to have been approved in the event of payment, the commencement of use, operation, or commissioning by the CLIENT.
- 1.6. Where applicable, further details on the approval process may be regulated in the respective INDIVIDUAL CONTRACT, e.g., approval criteria or procedures of the approval test.

2. Warranty and INTELLECTUAL PROPERTY RIGHTS of third parties

- 2.1. Notwithstanding point I.1.5, this point 2 applies exclusively to SERVICES which are to be considered as contractual services under mandatory law or explicit contractual agreement.
- 2.2. Claims resulting from breaches of obligation in the form of material and / or legal defects to the SERVICES in accordance with point II.2 – 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 goods, the expiration begins the moment notice has been given that goods are ready for approval; in all other cases, expiration begins with the approval. This shall not apply for damage claims arising from a guarantee or an assumption of procurement risk as per Section 276 German Civil Code (“Bürgerliches Gesetzbuch”), to claims in accordance with point I.14.2. (i) to (ii) or when a longer limitation period has been stipulated as mandatory in cases pertaining to Sections 445a, 445b, 478 German Civil Code (“Bürgerliches Gesetzbuch”) (recourse in the supply chain), Section 438 para 1 no. 2 (construction of buildings and delivery of goods for buildings) and Section 634a para 1 no. 2 German Civil Code (“Bürgerliches

- Gesetzbuch") (construction defects), or is otherwise required by law. The above provision does not imply a reversal of the burden of proof.
- 2.3. Should a material and / or legal defect exist, PHOENIX CONTACT shall correct or resupply the affected SERVICE 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 SERVICE is conclusively determined by these General Terms and Conditions as well as from the respective INDIVIDUAL CONTRACT and / or STATEMENT OF WORK.
 - 2.4. The CLIENT must immediately, but no later than within five (5) WORKING DAYS, notify the CONTRACTOR in writing of any defects and describe the symptoms of the defect in detail. The CLIENT shall reimburse the CONTRACTOR for all additional expenses resulting from a late notification unless the delay is beyond the control of the CONTRACTOR.
 - 2.5. Unless otherwise agreed between the contractual partners, PHOENIX CONTACT is obliged to provide the SERVICE only in the country in which the SERVICE is provided without violating any third party INTELLECTUAL PROPERTY RIGHTS that do not impair the use of the SERVICE in accordance with the agreement.
 - 2.6. If the use of the SERVICE or SERVICES is restricted or prohibited due to the violation of THIRD PARTY RIGHTS, the CONTRACTOR shall, at its option, at the CONTRACTOR's expense (i) modify the respective SERVICE or SERVICES in such a way that they fall outside the scope of protection of the asserted property right or (ii) obtain the authorization that the respective SERVICE or SERVICES can be used for the CUSTOMER without infringement of THIRD PARTY RIGHTS. If it is not possible for the CONTRACTOR to implement the aforementioned measures with economically justifiable effort, the CONTRACTOR is entitled to extraordinarily terminate the INDIVIDUAL CONTRACT relating to the SERVICE or SERVICES concerned.
 - 2.7. The parties shall mutually inform each other without delay in the event that third parties claim infringement of THIRD PARTY RIGHTS arising from the use and / or distribution of the SERVICE or SERVICES.
 - 2.8. Further claims of the CUSTOMER due to the violation of THIRD PARTY RIGHTS shall be governed by the statutory provisions, unless otherwise agreed in these General Terms and Conditions.
 - 2.9. The CUSTOMER shall not recognize the asserted violation of rights without the prior consent of the CONTRACTOR and shall either leave any disputes, including any out-of-court settlements, entirely to the CONTRACTOR or shall conduct them strictly in consultation with the CONTRACTOR. The CONTRACTOR shall reimburse the CUSTOMER for any necessary legal defense fees and expenses insofar as these are based on the fact that the appropriate defensive measures and settlement negotiations are, or must be, the prerogative of the CUSTOMER on a legal basis. Insofar as the CUSTOMER is at fault for the violation of rights, claims against the CONTRACTOR are excluded.
 - 2.10. If the CUSTOMER suspends use of the SERVICE as a result of the asserted violation of rights without a judicial or administrative order, the CUSTOMER shall be obligated to notify the claimant of the asserted violation of rights that this suspension of use does not imply any acknowledgment of a violation of THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
 - 2.11. The CLIENT shall be entitled to remedy defects itself or have them remedied by third parties only if the CONTRACTOR seriously and conclusively refuses to remedy the defect or fails to take reasonable measures to remedy the defect even after expiration of a reasonable grace period.
 - 2.12. Warranty claims of the CUSTOMER due to material defects and legal defects are excluded in cases where the SERVICE either (i) has been modified by the CUSTOMER or other third parties and the defect is due to this modification and / or (ii) has not been used or applied by the CUSTOMER as intended and / or (iii) has been manufactured according to drawings, models, or other equivalent descriptions or specifications of the CUSTOMER provided by the CUSTOMER and PHOENIX CONTACT could not or should not have recognized the defect.
 - 2.13. Point II.2 conclusively describes the scope in which any warranty obligation of the CONTRACTOR exists.
3. **Provisions regarding return obligations under the Electrical and Electronic Equipment Act ("Elektronikgerätegesetz"), the Battery Act ("Batteriegelgesetz"), and the Packaging Act ("Verpackungsgesetz")**
 - 3.1. If the SERVICES involve electrical / electronic equipment, PHOENIX CONTACT shall offer the CUSTOMER to take back and dispose of such equipment at the CUSTOMER's request, to be expressed in writing at the time of conclusion of an INDIVIDUAL CONTRACT, against reimbursement of the actual costs incurred in accordance with the statutory provisions. Otherwise, the CUSTOMER shall assume the obligation to properly dispose of the delivered goods at its own expense after discontinuation of use in accordance with the statutory provisions. In this case, the CUSTOMER shall indemnify PHOENIX CONTACT and the suppliers of PHOENIX CONTACT from the legal obligations and the related claims of third parties. PHOENIX CONTACT reserves the right to demand the return of the goods after discontinuation of use and shall notify the CUSTOMER thereof in due time.
 - 3.2. If the SERVICES involve automotive or industrial batteries, and if such batteries are installed in or included with such SERVICES, the CUSTOMER shall assume the obligation to properly dispose of the delivered goods after discontinuation of use at its own expense in accordance with the statutory provisions. In this case, the CUSTOMER shall indemnify PHOENIX CONTACT and PHOENIX CONTACT's suppliers from the legal obligations and the claims of third parties in relation to this. PHOENIX CONTACT reserves the right to demand the return of the goods after discontinuation of use and shall notify the CUSTOMER thereof in due time.
 - 3.3. If the SERVICES involve packaging that is not subject to system participation or if the SERVICES are packaged in such packaging, the CUSTOMER

shall assume the obligation to properly dispose of the delivered packaging at its own expense in accordance with the statutory provisions. In this case, the CUSTOMER shall indemnify PHOENIX CONTACT and the suppliers of PHOENIX CONTACT from the legal obligations and the related claims of third parties.

- 3.4. The CUSTOMER shall contractually obligate any commercial third parties to whom it forwards the SERVICE or SERVICES or packaging to properly dispose of the SERVICE or SERVICES or packaging after the termination of use at its own expense in accordance with the statutory provisions and to impose a corresponding further obligation in the event of renewed forwarding. If the CUSTOMER fails to contractually obligate commercial third parties to whom it passes on the SERVICE or SERVICES or packaging to assume the disposal obligation and to pass on such obligation, the CUSTOMER shall be obliged to take back the delivered goods or packaging after discontinuation of use at its own expense and to dispose of them properly in accordance with the statutory provisions. Also in this respect, the CUSTOMER shall indemnify PHOENIX CONTACT and PHOENIX CONTACT's suppliers from the legal obligations and the claims of third parties in relation to this.
- 3.5. These provisions stated in points II.3.1 and II.3.4 shall apply within the areas of application of the relevant European legal acts, including their respective implementation in national law, provided that mandatory law or mandatory official orders do not prevent the implementation of these provisions.
- 3.6. The claims on the part of PHOENIX CONTACT for taking over / indemnification by the CUSTOMER referred to in points II.3.1 to II.3.3 shall expire ten (10) years after discontinuation of the use of the equipment delivered by PHOENIX CONTACT to the CUSTOMER. The ten-year expiration shall apply regardless of PHOENIX CONTACT's knowledge and shall commence at the end of the year in which the claim arose.

III. **Special provisions for construction and planning services**

1. **Construction services**

If constructions services within the meaning of Section 650a para 1 sentence 1, para 2 German Civil Code ("Bürgerliches Gesetzbuch") are the subject of the INDIVIDUAL CONTRACT, in addition to the provisions of sections I and II of these General Terms and Conditions of Business, the provisions of the German Construction Contract Procedures parts B and C ("Vergabe- und Vertragsordnung für Bauleistungen Teile B und C") in the version as amended when the INDIVIDUAL CONTRACT is concluded apply, unless agreed otherwise in the INDIVIDUAL CONTRACT.

2. **Planning services**

If planning services (architectural and engineering services within the meaning of sec. 650p (1) German Civil Code) are the subject of the INDIVIDUAL CONTRACT, in addition to the provisions of sections I and II of these General Terms and Conditions of Business, the provisions of the German Fee Scale for Services of Architects and Engineers (Honorarordnung für Architekten und Ingenieure - HOAI) in the version as amended when the INDIVIDUAL CONTRACT is concluded apply, unless agreed otherwise in the INDIVIDUAL CONTRACT. The mandatory remuneration provisions of the German Fee Scale for Architects and Engineers ("Bestimmungen der Honorarordnung für Architekten und Ingenieure") shall apply – if and insofar as relevant for the respective INDIVIDUAL CONTRACT – with priority over the remuneration provisions of these General Terms and Conditions.

Applicable as of: October 2022