

GENERAL TERMS AND CONDITIONS

of the private limited company Phoenix Contact B.V., having its registered office in Zevenaar, at Hengelder 56, hereinafter referred to as "Phoenix Contact", applicable as of 1 December 2015,

Article 1 General

1. Phoenix Contact is engaged with offering, selling and delivering high-quality electrical and electronic products, systems and services in the industrial market.
2. As of 1 December 2015, all general terms and conditions that applied before these will lapse.

Article 2 Definitions

1. The Parties:
 - Client: the natural person or legal entity on the instruction of whom/which work is done, subject to these conditions;
 - Phoenix Contact: the legal entity that, subject to these conditions, provides goods and services on the instruction of the Client.
2. Conditions: these general terms and conditions.

Article 3 Applicability of these conditions

1. These general terms and conditions will apply to all legal relationships with Phoenix Contact, including but not limited to all offers made by Phoenix Contact, (verbal) recommendations, price quotes, orders accepted by Phoenix Contact, and all agreements entered into with Phoenix Contact, unless otherwise agreed upon in writing.
2. By providing its permission or giving an assignment, the Client will be deemed to have accepted these conditions.

Article 4 Changes

Changes to the agreement and derogations from these general terms and conditions will only apply if and insofar as Phoenix Contact and the Client have agreed on them in writing. If changes are passed on in a different manner, the risk involved in the implementation of these changes will be at the expense of the Client.

Article 5 Offers

1. Phoenix Contact's offers are completely free of obligation and are submitted on the basis of the prices and specifications that apply at the time of the offer. The offers are based on delivery under normal circumstances and during normal working hours.
2. If the Client accepts an offer, Phoenix Contact reserves the right to revoke the offer within five working days of receipt of this acceptance.

Article 6 Agreement

1. Every agreement is entered into under the suspensive condition that the Client is found to be sufficiently creditworthy based on information to be obtained by Phoenix Contact.
2. Assignments given to subordinates of Phoenix Contact will be binding on the Client.
3. Phoenix Contact will at all times be authorised to have an assignment given carried out by third parties, in full or in part.
4. Agreements entered into with subordinates of Phoenix Contact will only bind Phoenix Contact following its written acceptance thereof.

Article 7 Terms and delivery times

1. Delivery times provided are approximate only and will commence after Phoenix Contact has accepted an assignment.
2. Phoenix Contact is obliged to make all reasonable efforts to observe the agreed delivery times.
3. In the event of a delay as a result of a change in the working conditions that applied at the time the agreement was entered into, the delivery time will be extended to the extent reasonable considering all the circumstances involved, without prejudice to a reliance on Article 8.
4. In the event that the delivery time referred to in the offer is exceeded by more than two months, the Client will have the right to cancel the agreement without being entitled to compensation. The Client must inform Phoenix Contact by registered letter that it wishes to make use of the right to cancel as referred to in these conditions.

Article 8 Force majeure

1. In the event that, due to force majeure of a permanent or temporary nature, Phoenix Contact is prevented from performing the agreement, it will be authorised to consider the agreement to be terminated or suspend further performance of the agreement without being liable to pay compensation, without prejudice to its other rights and without judicial intervention.

2. The agreement will be terminated after a suspension has lasted six months.
3. A situation of force majeure as referred to in this article will be considered to exist if, as a result of any circumstance, Phoenix Contact cannot reasonably be expected to comply (or continue to comply) with its obligations (anymore), even if the relevant circumstance was foreseeable at the time the agreement was entered into. Force majeure will in any case be considered to include riots, war or the threat of war, natural disasters, transport problems, import, export or transit bans, industrial action by Phoenix Contact's personnel or the personnel of Phoenix Contact's suppliers, as well as a failure on the part of a supplier to comply with its obligations, comply with its obligations properly or comply with its obligations in a timely manner.
4. In all cases, the Client will be obliged to pay Phoenix Contact the purchase price of and any delivery costs for the goods that have already been delivered to it in accordance with the conditions of Article 11.

Article 9 Delivery

1. Unless it is explicitly stated otherwise, delivery within the Netherlands will be carriage paid.
2. If part of the assignment is ready, Phoenix Contact may – at its discretion – decide to deliver this part or wait until the full order is ready. In the event of partial delivery, Phoenix Contact will send a separate invoice in respect of this partial delivery, which must be paid within the payment term as referred to in Article 11 below. The Client is not authorised to postpone payment of this invoice until the full delivery has taken place.
3. At all times, Phoenix Contact will be free to decide on the means of transport. In the event of delivery carriage paid, deliveries are made to the location where regular delivery is possible in view of the means of transport chosen by Phoenix Contact. The Client is obliged to take receipt of the goods at this location.
4. The goods will be considered to have been delivered as soon as the Client has taken receipt of them, or as soon as Phoenix Contact has informed the Client that the goods are at its disposal.
5. From the time referred to in paragraph 4 above, the risk of the goods will be fully at the expense of the Client.
6. In the event that the Client fails to take delivery of the goods, the Client will be in default. In such case, Phoenix Contact will be authorised to sell the goods to a third party, without prejudice to its right to compensation.

Article 10 Prices

1. All prices are exclusive of VAT.
2. The costs of packaging (if any), transport and shipment, as well as the costs of insurance during the transport are included in the price.
3. In the event of price increases in the period between the agreement being entered into and the delivery of the goods, Phoenix Contact will be authorised to increase the purchase price charged to the Client proportionately.
4. Payment of any additional costs pursuant to the conditions of this article must take place at the same time as the payment of the principal.

Article 11 Payment

1. Payment must take place within thirty days of the invoice date through transfer to a bank account to be designated by Phoenix Contact.
2. At all times, Phoenix Contact will be authorised to require cash payment before or upon delivery of the goods.
3. In the event of late payment, the Client will, from the due date of the invoice onwards, owe 1% interest a month on the outstanding amount, with every part of a month counting as a whole month, without a demand and/or notice of default being required.
4. In addition, in the event that the Client fails to comply with its payment obligations, Phoenix Contact will be authorised to – without a demand and/or notice of default being required – cancel the part of the agreement that has not been performed yet, without prejudice to its right to compensation.
5. The Client will be obliged to pay all judicial and extrajudicial costs involved in the collection of any amount due, such as attachment costs, legal costs, the costs for the filing of a bankruptcy and extrajudicial collection costs. The extrajudicial collection costs amount to 15% of the principal to be claimed by Phoenix Contact, with a minimum of € 1.000,00.
6. At all times, Phoenix Contact will be authorised to require the Client to provide additional security for compliance with its obligations. In the event that the Client fails to comply with Phoenix Contact's written request to that end, Phoenix Contact will be authorised to require immediate payment of the purchase price owed or to consider the agreement terminated without judicial intervention, without prejudice to Phoenix Contact's right to compensation of loss, costs and interest.

7. Phoenix Contact will be authorised to determine to which debts payments will be applied, though – if and insofar as this is necessary – such payments will in any case firstly be considered compensation of the interest and the costs incurred by Phoenix Contact.

Article 12 Retention of title

1. Until they have been paid in full (including any interest and/ or costs owed), the goods delivered by Phoenix Contact will remain the property of Phoenix Contact.
2. In the event that the Client fails to comply with its obligations or there is a reasonable fear that it will fail to comply with its obligations, Phoenix Contact will be authorised to remove the goods delivered to which the retention of title pertains from the Client or third parties that are holding the goods for the Client, or have them removed. The counter party is obliged to give its full cooperation to this, on penalty of a fine of 10% of the amount owed by it per day.
3. As long as, pursuant to the preceding paragraphs, the goods are still the property of Phoenix Contact, the Client will be obliged to have these goods sufficiently insured against fire, theft, third-party claims and excess, at its own expense. Where appropriate, the Client is obliged to transfer its rights arising from the relevant insurance policy to Phoenix Contact. At Phoenix Contact's first request, the Client must inform Phoenix Contact of the insurance company involved, and of the insurance conditions.
4. The Client is obliged to inform Phoenix Contact in writing if third parties wish to establish any right on or exercise any right in respect of the goods delivered subject to a retention of title.
5. In the event that the Client resells goods that have not (yet) been paid in full or in part, the Client hereby transfers the claims on its buyer (the second buyer) that will arise from this resale to Phoenix Contact. In such case, this transfer will be considered a (partial) payment. The Client is obliged to inform Phoenix Contact of the relevant details at Phoenix Contact's first request, so that Phoenix Contact can claim the amount owed from the second buyer directly. The amount paid to Phoenix Contact by the second buyer will be deducted from the total amount the Client owes Phoenix Contact. In addition, in the event of resale, the Client will be obliged to invoke the same retention of title as that referred to in this provision.
6. The Client is not authorised to pledge the goods or establish any other right in respect thereof.

Article 13 Complaints/Guarantees

1. Complaints of the Client are understood to be serious grievances of the Client about the goods delivered and/or services provided. Complaints will not be understood to be small deviations in terms of quality, quantity and differences that are considered permissible in the sector.
2. Complaints must be submitted in writing no later than within eight days of the date of Phoenix Contact's invoice for the relevant goods and/or services, failing which the Client will have forfeited its right. In the event of a hidden defect, the complaint must be submitted within eight days of the defect being discovered or within eight days of the moment the defect could/should reasonably have been discovered. In such case, the Client must prove that there is a hidden defect and that it could not have been discovered within eight days of receipt. Complaints submitted more than a year after the invoice date will under no circumstances be accepted.
3. If the complaint is well-founded, Phoenix Contact will – to the extent possible – redeliver the goods delivered by it. In the event of an accepted complaint, Phoenix Contact reserves the right to take the goods back and refrain from making further deliveries subject to repayment of the purchase price, or to require the Client to keep the goods at a reduced price. Phoenix Contact may also decide to redeliver the goods free of charge.
4. Any other right to compensation in connection with complaints is excluded. Phoenix Contact will have no further liabilities towards the Client, except insofar as these arise from the guarantee provided pursuant to paragraph 3. Without prejudice to mandatory statutory provisions on (product) liability, Phoenix Contact will under no circumstances be liable for direct or indirect loss arising from the use of the goods delivered by Phoenix Contact, except insofar as this is the result of intent or gross negligence on the part of Phoenix Contact.
5. Complaints will not form a basis for termination of the agreement and/or suspension of the payment obligation.

Article 14 Liability

1. Phoenix Contact will under no circumstance be liable towards the Client for costs, loss and interest that should arise for the Client or third parties as a direct or

indirect result of acts or omission on the part of Phoenix Contact, persons employed by Phoenix Contact or third parties engaged by Phoenix Contact or of items that are (or are not) under Phoenix Contact's supervision or have been delivered by Phoenix Contact, not even in the event of fault.

2. Any claim in respect of consequential and/or trading loss is excluded. Phoenix Contact will in any case not be liable for loss arising from or caused by the incorrect use of the goods delivered or the goods delivered being unsuitable for the purpose for which the Client has purchased them.
3. The Client indemnifies Phoenix Contact against liability towards third parties that arises, directly or indirectly, from the presence and/or the use of the goods delivered and/or services provided by Phoenix Contact. Phoenix Contact's liability under an agreement will in all cases be limited to the level of the amount involved in the complete performance of the agreement and is stated as such in the assignment confirmation.

Article 15 Supply of software programs

1. In the event that Phoenix Contact supplies software programs to the Client (consisting of CD-ROMs or other data carriers, or updates – follow-up versions or new releases –), the following conditions apply in addition to the above. These are without prejudice to the other provisions.
2. Phoenix Contact provides software produced by a third party (hereinafter referred to as "the producer") to the Client. Phoenix Contact may assist in the installation of this software and may provide support and training to employees of the Client.
3. The Client is forbidden from copying the software material received or to transfer the ownership or use thereof to third parties.
4. Phoenix Contact is not liable for any faults in the programs delivered by the producer.
5. All intellectual and industrial property rights are vested in the producer. The Client is only granted a right of use.
6. In the event of an installation assignment, the Client will always provide Phoenix Contact with all the details that are useful in and required for the proper performance of the agreement. In addition, the Client will see to it that the hardware, cables, etc. required for the installation are purchased.
7. In the event that it is to provide support, Phoenix Contact will provide the Client with telephone or written support based on questions about the use of the programs ordered and delivered, and assist in the event of failures of those programs. This support will be provided on regular working days in the Netherlands, between 8.00 and 17.00 hours.
8. Phoenix Contact is not liable for any faults in the programs delivered, or for the development of the programs. Phoenix Contact's liability is limited to the liability as indicated in Article 14 of these general terms and conditions.

Article 16 Termination

1. Without prejudice to the conditions of Article 11, the agreement will be terminated, without judicial intervention and without notice of default being required, if the Client is declared bankrupt, applies for a provisional moratorium or – as a result of attachment, being placed under guardianship or otherwise – loses the power of disposition of its assets or parts thereof.
2. The termination of the agreement will cause the claims between the parties to become immediately due and payable. The Client will be liable for the loss suffered by Phoenix Contact.

Article 17 Applicable law

Every agreement between Phoenix Contact and the Client will be subject to Dutch law.

Article 18 Nullity

1. In the event that the court declares any provision of these general terms and conditions void, this will not affect the validity of the other conditions.
2. In the event that Phoenix Contact does not require strict compliance with its general terms and conditions in all cases, this does not mean that Phoenix Contact waives its right to require strict compliance with these conditions in any particular case.

Article 19 Disputes

All disputes that should arise as a result of an agreement to which these conditions apply in full or in part, or in connection with further agreements that arise from such agreements, including those that only one of the parties considers a dispute, will be submitted to the competent court of Arnhem, without prejudice to the parties' right to request preliminary relief prejudice to the parties

