

## General Terms and Conditions of Purchase

### 1. General

- (1) For all contractual relations between Supplier and the company PHOENIX CONTACT WIELKOPOLSKA Sp. z o. o., 64-300 Nowy Tomyśl, ul. Celna 5.- hereinafter "Customer" – the following Terms and Conditions of Purchase shall apply exclusively. General conditions that oppose or deviate from the Terms and Conditions of Purchase shall not apply unless Customer explicitly agreed to their validity in writing. The Terms and Conditions of Purchase of Customer shall also be effective if Customer accepts the delivery without reservation and/or pays for it with knowledge of opposing conditions of Supplier or of conditions deviating from the Terms and Conditions of Purchase of Customer.
- (2) Customer has the right to withdraw from the Agreement if Supplier objects to the Terms and Conditions of Purchase. In this case any claims on the part of Supplier shall be excluded.
- (3) All agreements that are or were concluded between Supplier and Customer within an individual contract and which serve the execution of this Agreement are laid down in writing in this Agreement or have to be laid down; otherwise they will not be effective.
- (4) The Terms and Conditions of Purchase of Customer shall also apply to all future individual contracts with Supplier.
- (5) As regards his deliveries/performance as well as in case of subcontracted supplies or ancillary services of third parties, Supplier undertakes to use environment-friendly products and processes within the economic and technical possibilities.

### 2. Secrecy

Supplier undertakes to keep all obtained illustrations, drawings, calculations or any other documents and information strictly confidential; they may only be disclosed to third parties upon the explicit written consent of Customer. The obligation to secrecy shall continue to be effective even after termination of the collaboration within this Agreement. It shall expire when the information contained in the provided illustrations, drawings, calculations and any other documents that has to be kept secret has become public knowledge. Sub-suppliers have to be committed to secrecy by Supplier at least to the same extent. If the obligation mentioned in this provision is infringed Customer shall receive a contractual penalty of 50 000,00 € from Supplier. Customer shall be entitled to a claim for compensation exceeding the amount of the contractual penalty mentioned in the previous sentence.

### 3. Price, Dispatch, Packaging

- (1) The agreed prices are fixed prices plus statutory VAT and exclude additional claims of any kind. Costs for packaging and transport to the dispatch address indicated by Customer as well as for transport insurance, customs formalities and customs duty charges are included in these prices unless something different was agreed in writing. If no prices are indicated in the order they still need to be agreed.  
Additional costs for an accelerated mode of transportation to fulfill the deadline shall be born by Supplier.
- (2) Dispatch notes, letters of consignment, invoices and the whole correspondence have to include the order number of Customer. In case of an infringement of this provision by Supplier, Supplier shall be obligated to pay a contractual penalty of 100,00 € for each case of infringement. Any further claims for damages that exceed the amount of the agreed contractual penalty mentioned in the previous sentence shall remain unaffected.
- (3) Customer shall only accept the quantity of goods he has ordered. Over or underdeliveries shall only be permitted upon an agreement previously reached with Customer. An

over or underdelivery is a delivery whose quantities or piece number are not any longer within the agreed tolerance. Part deliveries are not permitted if the acceptance of the part delivery violates justified interests of Customer.

- (4) The dispatch shall be executed at the risk of Supplier. Thus the risk of any deterioration of the contractual product, including the accidental destruction, remains with Supplier until the delivery to the dispatch address indicated by Customer.
- (5) Supplier is only obligated to take back the packaging when such an obligation to take back a packaging results from the statutory provisions of the law, or when Customer and Supplier mutually agreed something else.  
Supplier shall be liable for the environmental compatibility of the delivered goods and packaging material in the event he violated his statutory disposal obligations.  
The goods have to be packed in such a way that transport damages are avoided. Packaging materials only have to be used to the extent necessary for achieving this objective. In case of an infringement of this provision by Supplier, Supplier shall be obligated to pay a contractual penalty to Customer amounting to 500,00 € for each case of violation as well as compensate any damages caused to the contractual device through defect packaging. The assertion of any damage claim going beyond this shall remain unaffected. In this case, the paid contractual penalty shall be credited against the exceeding claim for damages.

Only environment-friendly packaging materials may be used. Supplier furthermore undertakes to only use packaging that fulfil the standards and have designations that correspond to the regulations valid in this connection, especially the Law on Waste and Waste Packaging (ustawa o opakowaniach i odpadach opakowaniowych – Official Journal 2001, No. 63, Pos. 638, with subsequent modifications) and the Law on Waste (ustawa o odpadach – unified legal text Official Journal 2007 No 39 Pos. 251, with subsequent modifications). The provisions on paragraph 9 clause 4 shall apply correspondingly.

### 4. Delivery period

- (1) The agreed delivery dates are binding. Decisive for the observance of the delivery deadline shall be the receipt of error-free goods at the dispatch address indicated by Customer that corresponds to the specification.
- (2) If Supplier realizes that an agreed date or the agreed quality can not be maintained for whatever reasons he shall immediately inform Customer in writing by indicating the reasons and the probable duration of the delay.  
Regardless of the written obligation of notification Supplier undertakes to pay a contractual penalty of 0,5 % of the goods' value of the respective order for each commenced week of the missed deadline to Customer in case the agreed delivery date is exceeded, on the whole, however, at most 5 % of the goods' value.  
Further claims for damages exceeding the contractual penalty shall remain unaffected. In this case the contractual penalty shall be credited against the exceeding claims for damages due to delayed performance.
- (3) If Supplier is in default with delivery, then Customer shall also be entitled to statutory claims.
- (4) Following the fruitless expiry of an adequate grace period set by him, Customer shall be entitled at his option to claim compensation in damages instead of performance and/or get replacement from third parties or declare his withdrawal. The right to the delivery/performance shall become void as soon as Customer demands compensation in damages instead of performance or declares his withdrawal in writing.

- (5) The unconditional acceptance of the delayed delivery does not contain a waiver of claims to which Customer is entitled due to the delayed delivery.
- (6) Supplier may only refer to the absence of necessary documents to be delivered by Customer if he immediately sent a reminder in writing concerning the documents and did not get them within a reasonable period.
- (7) In case of earlier delivery than agreed, Customer shall reserve the right to refuse acceptance and return the goods at the expense of Supplier. If the goods are not returned in case of a delivery ahead of schedule, the goods shall be stored at Customer until the end of the delivery period at the expense and risk of Supplier. In case of a delivery ahead of schedule, Customer shall reserve the right to only pay at the agreed due date.

**5. Force Majeure**

- (1) Force Majeure acc to these General Terms and Conditions of Purchase shall only be an external event introduced from the outside through elementary forces of nature or through actions of third parties that is unforeseeable by human judgement and experience, cannot be prevented or rendered harmless with economic or technically tolerable means even with utmost diligence to be reasonably expected acc to the situation, and which is also not accepted by companies due to its frequency like for instance war, war risks and natural disasters.
- (2) Force Majeure shall exempt the contractual partners from their performance obligations exclusively for the duration of the interference. The contractual partners are obligated to immediately pass the necessary information to the other contractual partner, as far as possible and reasonable, and to adjust their commitments to the changed circumstances caused by Force Majeure in good faith.  
Customer shall be exempt from the obligation to accept the ordered delivery/performance fully or partly and insofar be entitled to withdraw from the individual contracts if the delivery/performance cannot be used any longer at his place – by considering the economic aspects - due to the delay caused by Force Majeure.

**6. Invoicing, Payment and Assignment of Claims**

- (1) Following the delivery, invoices shall be addressed to Customer by separate mail in proper form with all related documents and data. Invoices not made and addressed properly to Customer (especially through the contradiction to fiscal or commercial statutory requirements) shall only be deemed received at his place from the date of rectification.
- (2) Payment shall be made in the customary manner within 14 calendar days with 3 % discount but not later than 30 calendar days strictly net, calculated after delivery/performance and date of receipt of invoice.
- (3) In the event of faulty delivery Customer shall be entitled to withhold payment proportionate to value until proper fulfillment.
- (4) If Customer is in delay with rendering his performance he is obligated to pay interests amounting to 5 % of the value of the delivery starting with the receipt of a written reminder of Supplier. Supplier may only issue a reminder after expiry of the period mentioned in point 6 clause 2. Until the receipt of the reminder, Customer will pay no interests.
- (5) With advance payments, Supplier is obligated to provide Customer upon request with an adequate security, eg a suretyship.
- (6) As far as material test certificates are agreed they shall form an integral part of the delivery and have to be sent to Customer together with the delivery.
- (7) An assignment of claims or collection of claims through third parties shall be inadmissible. Assertion of claims through third parties shall be inadmissible.
- (8) Customer shall be entitled to offset claims of Supplier also against claims of other associated companies (subsidiaries

- acc to the Polish fiscal and commercial law) as well as sister companies of Customer that are associated with him.

**7. Provision of Materials and Parts**

Customer shall reserve the right of ownership of all parts and components provided to Supplier. The parts and components provided by him to Supplier shall exclusively serve for fulfilling the order. In particular, Supplier is expressly forbidden to resell them. In case of a decrease in value or loss Supplier has to provide compensation for damages. Customer reserves the right of ownership of the provided parts and components even after performance of the order by Supplier.

In the event Supplier acquires joint ownership/ownership of the provided parts and components or of objects that were connected with these parts and components he undertakes to transfer the joint ownership/ownership to Customer free of charge within 7 calendar days, counted from the day of the acquisition of joint ownership. If Supplier does not comply with this obligation he is obligated to pay a contractual penalty to Customer amounting to 1% of the gross value of the part, the component or the object for each day of the delay or default. Any further claims for compensation of Customer that exceed the amount of the contractual penalty shall remain unaffected.

**8. Acquisition of Ownership of Customer**

Customer shall become owner of the goods at the latest after delivery/transfer of the delivered goods – unless he has already acquired the ownership upon the conclusion of the individual contract or another business transaction.

**9. Warranty**

- (1) Supplier shall be responsible that all goods delivered by him are free of any defects, correspond to the requirements of Customer, are suitable for the respective application purpose in accordance with the individual contract and also have the features that Supplier guaranteed, especially in the individual contract.  
If Supplier has concerns regarding the kind of execution requested by Customer he must notify Customer immediately and in due time in writing.
- (2) Supplier shall also be responsible for quality defects of the delivered products even if the manufacture of the goods was done in the way determined by Customer or based on technological documentation sent by him unless Supplier could not detect the defectiveness of the production process or the technological documentation by observing utmost diligence, or Customer insisted on the way of production he determined or the technological documentation despite having obtained the information of Supplier.
- (3) Upon request of Customer Supplier shall immediately issue a quality certificate for the delivered goods free of charge. Supplier undertakes to hand over the safety data sheets applicable to his respective delivery (information on the safety of the contractual products) together with the delivery as far as these are necessary in accordance with the relevant statutory provisions in Poland and the European Union. Supplier shall indemnify Customer against all recourse claims by third parties in case he does not deliver the safety data sheets to Customer or only late or with errors. The same shall apply to all their subsequent modifications.
- (4) After their receipt, Customer shall check incoming goods solely for their identity (conformity of delivered goods with order), completeness and transport damages if this is the normal procedure in this kind of business transaction. Usually Customer hereby only does a random sample test. Notifications of defects are deemed in time if they are made within one month starting from the time of the discovery of the defect. The period is observed if the registered letter is sent within the period mentioned in the previous sentence or Supplier receives the notification of defect

within one month via other communication means within the period mentioned in the previous sentence. If Supplier does not receive the notification of defect although it was posted the notification of defect shall be deemed in time if Customer immediately notifies Supplier after the missing receipt was detected and presents a confirmation of the timely posting.

The objection of a delayed notification of defect and the unconditional acceptance is excluded.

- (5) Defects of delivery/performance reprehended during the warranty period, which also include the non-attainment of guaranteed properties and the lack of guaranteed characteristics as well as the lack of goods' properties that result from the quality certificate, must be eliminated by Supplier immediately and cost-free upon request of Customer, including any additional costs, at the option of Customer by means of the following;
- price reduction, or
  - if it is a specific obligation and the seller is also the manufacturer of the contractual product Customer may demand the elimination of defects by setting a corresponding period and threatening to terminate the Agreement following its fruitless expiry, or
  - delivery of defect-free objects if is an indeterminate obligation, or
  - terminate the Agreement. The termination of Agreement is not allowed if Supplier immediately replaced the contractual product or the defect is insignificant. This restriction, however, shall not be applied if the contractual product was already exchanged or repaired, except the defect is insignificant.
- (6) Supplier shall bear all expenses needed for the purpose of warranty, especially costs of travel and transportation, labour and material as well as costs for necessary insurances.
- (7) In the event of claims of warranty of Customer towards Supplier acc to paragraph 9 clauses 5 and 6, Supplier in addition shall reimburse Customer especially for the following costs for labour and material in a lump sum to the amount of:
- a) Lump sum for reminders and any other letters:  
5,00 € per letter
  - b) Telephone lump sum:  
3,00 € per phone call
  - c) Lump sum for copies:  
0,50 € per copy
  - d) Travelling expenses  
0,50 € for every driven kilometre
  - e) Labour expenses  
50,00 € per working hour and employee
- The labour expenses shall be invoiced per commenced quarter of an hour. Customer shall be expressly entitled to claim higher damages that exceed the lump-sum costs.
- (8) The warranty period shall be 36 months after delivery of the performance, at the most, however, 48 months after transfer of risk to Customer unless explicitly agreed otherwise. In case of devices, machines and installations the warranty period shall begin with the date of acceptance specified in the written acceptance declaration of Customer. The warranty period for constructions is subject to the statutory provisions; for replacement parts exchanged within the rework it is 36 months after installation/start-up, ending 48 months after delivery at the latest. If Customer is late with the acceptance of the contractual product by at least 12 months through no fault of his own the warranty period shall be two years, beginning with the time of acceptance through Customer.
- (9) For delivered parts, replacement parts and other parts pertaining to the contractual product that are not used by Customer during the inspection of a defect and/or the elimination of defects the current warranty period shall be extended by the time of the business interruption.

For repaired or newly delivered parts, the warranty period shall recommence with the end of the rework/exchange or, if an acceptance was agreed, with the acceptance if Supplier acts in the knowledge to be obligated to eliminate the defects. Supplier should make an application for performance of acceptance, otherwise the warranty period will not recommence.

- (10) The aforementioned provisions do not affect any further provisions or other statutory claims to which Customer is entitled.

## **10 Guarantee**

- (1) Supplier guarantees that all deliveries/performances comply with the latest state-of-the-art technology; the relevant, statutory provisions and standards, regulations and directives set forth by authorities, professional associations and trade associations valid in Poland and the European Union. Furthermore, Supplier guarantees that the goods delivered by him during the guarantee period have the assured quality features as well as the guaranteed and assured characteristics and properties that result from the quality certificates.
- Supplier also guarantees that all goods delivered by him are free of any faults; comply with the requirements of Customer; are suitable for the respective application purpose in accordance with the individual contract and also have the properties which Supplier guaranteed, especially in the individual contract.
- (2) The guarantee period shall be 36 months, beginning after delivery of performance to the client of Customer, at the most, however, 48 months after transfer of risk to Customer unless explicitly agreed otherwise. However, with devices, machines and installations, the guarantee period shall begin with the date of acceptance mentioned in the written declaration of acceptance of Customer. For constructions, in contrast, the law dictates the guarantee period; for replacement parts exchanged within the rework it is 36 months after installation/start-up, ending 48 months after delivery at the latest. If Customer is late with the acceptance of the contractual product by at least 12 months through no fault of his own the warranty period shall be two years, beginning with the time of acceptance through Customer.
- (3) For delivered parts, replacement parts and other parts pertaining to the contractual product that are put out of operation by Customer during the inspection of a defect and/or the elimination of defects the current guarantee period shall be extended by the time of the business interruption.
- For repaired or newly delivered parts, the guarantee period shall recommence with the end of the rework or, if an acceptance was agreed, with the acceptance if Supplier acts in the knowledge to be obligated to eliminate the defects. If need be, the acceptance shall be applied for at Customer, otherwise the guarantee period will not recommence.
- (4) Defects of delivery/performance reprehended during the guarantee period, which also include the non-attainment of guaranteed properties and the lack of guaranteed characteristics, must be eliminated by Supplier immediately and cost-free upon request within 7 days after the request by Customer at the latest, including any incidental costs, at the option of Customer by means of rework or exchange of defect parts.
- (5) Supplier shall bear all expenses needed for the purpose of rework or exchange of defect parts, especially costs of travel and transportation, labour and material as well as costs for necessary insurances.
- (6) In the event of performance of defect rectification claims by Customer towards Supplier, mentioned in paragraph 10 of the General Terms and Conditions of Purchase, Supplier shall reimburse Customer in addition especially for the following costs for labour and material in a lump sum to the amount of:

- a) Lump sum for reminders and any other letters:  
5,00 € per letter
  - b) Telephone lump sum:  
3,00 € per phone call
  - c) Lump sum for copies:  
0,50 € per copy
  - d) Travelling expenses  
0,50 € for every driven kilometre
  - e) Labour expenses  
50,00 € per working hour and employees
- The labour expenses shall be invoiced per commenced quarter of an hour. Customer shall be expressly entitled to claim higher damages that exceed the lump-sum costs.

#### 11. Series Defects

Series defects are defects in which materials, components, part systems or whole systems have an error frequency that clearly lies outside the usually expected values or the values indicated by Supplier. A series defect exists especially when the number of objected goods exceeds 1 % of the respective delivered batch.

In this case Supplier has to present an action plan for remedying the defects and implement it at his expense. This action plan must contain measures that compensate the expected behaviour of other components of this series due to the similarity of the occurred series defects. If there is a series defect, Customer may demand from Supplier to exchange all goods of this series at the expense of Supplier. If the goods of Supplier in this connection are built into another product Customer shall also be entitled to recall all products of the series in which the goods with the series defect were built into. In this case, Supplier has to reimburse Customer for all costs and expenses upon initial request of Customer that were generated in connection with the recall of the goods and products. Customer may assert the regulation of this point within the warranty period or guarantee duration and if the aforementioned error rate of 1% is exceeded.

#### 12. Quality and Environment

- (1) Supplier shall maintain a quality and environment management system that is suitable in type and extent and complies with state-of-the-art technology. Supplier undertakes to conclude a corresponding quality assurance agreement with Customer if Customer deems this necessary.
- (2) Supplier undertakes to use environment-friendly products and processes with the contractual products and also in supplies or additional services from third parties within the scope of economic and technical possibilities.
- (3) Supplier shall be liable for the environmental compatibility of the contractual products and packing material and for all consequential damages resulting from a violation of his legal obligation to dispose of waste. Upon initial request of Customer, Supplier shall issue a certificate of inspection for the contractual products.
- (4) Supplier undertakes to include the safety data sheets valid for the respective contractual products into the respective delivery as far as Customer does not already have the updated safety data sheet for the respective contractual product. Regardless of the delivery of contractual products, Supplier shall ensure that Customer is provided with the respective up-dated safety data sheet for the already delivered contractual products. Supplier shall indemnify Customer against all recourse claims by third parties in case he fails to deliver the safety data sheets to Customer or if the delivery is late or defective.
- (5) Supplier undertakes to observe banned substances and restrictions as well as herewith connected notification and take-back obligations in accordance with the respectively valid Phoenix Contact Environmental Compliance Standard and all applicable international, European and national statutory provisions, guidelines and directives. Customer

shall provide Supplier with this Environmental Compliance Standard upon request. Supplier shall immediately inform Customer in writing about the composition of substances of his contractual products after he himself has received the information or upon request by Customer.

Supplier guarantees to observe the duty to furnish information acc to Art. 33 of the REACH Directive on the candidate list of substances in the respectively valid version.

Supplier shall be liable for any violation of this agreement and indemnify Customer upon initial request against any claims as well as compensate any damages that are generated directly or indirectly from the violation of this agreement.

#### 13. Product Liability

- (1) If Supplier is responsible for a defect on the product itself and/or damages to other objects caused by the product he shall be obligated to indemnify Customer against any claims for damages by third parties upon initial request.
- (2) In this context Supplier shall also undertake to reimburse any expenses resulting from or in connection with a recall campaign carried out by Customer. As far as possible and reasonable, Customer shall inform Supplier about the content and extent of the recall measures to be executed and give Supplier an opportunity to comment.
- (3) Supplier undertakes to maintain an insurance for a reasonable amount that covers the responsibility created in connection with the defectiveness of the product. If Customer is entitled to more extensive damage claims they shall remain unaffected.
- (4) Furthermore, Supplier shall insure himself against all risks arising from product liability, including risk of recall, to a reasonable amount (corresponding to product risk/risk of recall) and, on request, submit the insurance policy and insurance confirmation to Customer for inspection.
- (5) Supplier shall mark the delivery items in such a way that they are permanently recognizable as his products unless this was regulated differently in the individual contract.
- (6) By identifying the delivery items or, if this is impossible or unsuitable, by other adequate measures, Supplier shall ensure that if a defect occurs on the delivery items he can immediately determine which other delivery items might be affected as well. Supplier shall inform Customer about his identification system or any other measures in such a way that Customer can make his own conclusions to the necessary extent.

#### 14. Industrial Property Rights

- (1) Supplier shall guarantee that the contractual products rendered by him are free of any industrial property rights of third parties, ie copyrights, intellectual property rights and industrial property rights, and that there are no other rights that restrict or exclude the use of the contractual product. Supplier shall guarantee that the delivery and use of the contractual products will not violate any patents, licenses or other property rights of third parties.
- (2) Supplier shall indemnify Customer and his clients against any claims of third parties concerning violations of industrial property rights upon initial request and bear all costs and expenses arising to Customer in this connection.
- (3) Customer shall be entitled to obtain the approval for using the respective contractual products and services from the party holding such rights at Supplier's expense.
- (4) In the event claims are made against Customer by third parties on the grounds that products delivered by Supplier are in breach of industrial property rights and in the event the use of the delivered product is hereby impaired or forbidden, Supplier shall at his discretion either immediately modify the respective contractual performance in agreement with Customer in such a way that it is excluded from the area of protection but nevertheless corresponds to the contractual provisions, or obtain the authorization to use

them without restrictions and additional costs for Customer in accordance with the Agreement.

(5) The right of Customer to withdraw from the Agreement, however, shall remain unaffected.

(6) As for the rest, para. 9 clauses 8 and 9 shall apply accordingly.

**15. Liability/Other Claims for Damages**

Supplier shall be liable to Customer without limitation, regardless of the kind of breach of duty, including impossibility of performance and tort, for every negligence and deliberate action. Supplier shall be liable to Customer without limitation for claims for damages due to regulations of Civil Law and Commercial Law.

**16. Special Obligations**

Within the purchase conditions, the law on placing goods on the market, the acceptance and environmentally friendly disposal of electrical and electronic devices (Polish Official Journal 2005 No 180, Pos. 1495) shall be applicable in the respectively valid version.

Other contractual clauses and/or business terms of Supplier are herewith expressly excluded.

**17. Observance of Standards**

During the execution of the contractual product, Supplier undertakes that human rights are maintained, labour standards are observed and discrimination as well as forced and child labour are not tolerated. Supplier confirms that he will not tolerate any form of corruption or bribe acc to the law via the Central Anti-Corruption Office (Polish Official Journal 2006 No 104, pos. 708) or to get involved in it in any way.

**18. Transmission of Order/Transfer of Agreement//Change of Company**

(1) Supplier shall not be entitled to pass on the order or relevant parts of the order to third parties without the previous written approval of Customer. If Customer grants the approval Supplier shall also remain responsible for the fulfilment of the Agreement. Furthermore, Supplier shall be obligated to ensure in the contract with third parties that Customer can demand fulfilment of the Agreement directly from the third party.

(2) Supplier shall immediately notify Customer about every assignment of rights and duties that are carried out due to the law, and about every change of company of Supplier.

**19. Data Protection**

Customer shall process and store personal data of Supplier only after written approval of Supplier.

**20. Place of Performance**

Unless otherwise expressly agreed the place of performance for the delivery obligation shall be the place of deliv-

ery indicated by Customer; for all other obligations of both parties the registered office of Customer.

The risk of accidental destruction and the accidental deterioration of the contractual product shall only be passed to Customer with acceptance or take-over at the place of performance.

**21. Cessation of Payment; Insolvency**

If Supplier ceases to pay a provisional insolvency administrator shall be appointed; insolvency, liquidation or restructuring proceedings are opened up over his assets or if the request for insolvency was rejected due to insufficient monetary means for covering the insolvency costs, or if there are protests of a bill or protests of a cheque against him Customer shall be entitled to withdraw fully or partially from the Agreement without this giving way to any claims against Customer.

If Customer withdraws from the Agreement the performances executed so far shall only be settled as they could be used by Customer as intended. The damages caused to Customer shall be considered in the settlement.

**22. Contractual Language; Correspondence**

Contractual language shall be Polish. Any correspondence and all other documents have to be written by Supplier in the English and Polish language. This shall also apply to the whole remaining documentation, eg for down-payment guarantees and performance bonds.

In as far as the contractual partners should make use of another language besides that, the Polish, than the English and than the other wording shall take precedence.

**23. Partial Invalidity**

Should individual parts of these General Terms and Conditions of Purchase be or become invalid the validity of the remaining provisions shall thereby not be affected; the same shall apply to any loopholes in the General Terms and Conditions.

**24. Place of Jurisdiction/Applicable Law**

(1) For this Agreement Polish law shall apply exclusively. For any not regulated subjects acc to these Terms and Conditions of Purchase and the individual contracts the provisions of the Polish Civil Code shall be applied. The provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UN Sales Convention) shall be excluded.

(2) Any disputes arising out of the realization of this Agreement shall exclusively be settled by the competent court in Poznan, Poland.

Nowy Tomysl, April 2011

PHOENIX CONTACT WIELKOPOLSKA Sp. z o.o.