

## Guarantee conditions for the "QUINT 4 + PLUGTRAB SEC" campaign

### 1. Scope/General

- 1.1. These guarantee conditions apply to customers (hereinafter called "**CUSTOMER**") who have purchased a 4th generation QUINT power supply (hereinafter called "**QUINT 4**") together with a PLT-SEC 2nd generation surge protection device (hereinafter called "**PLUGTRAB SEC**") from a company of the Phoenix Contact Group (the respective company hereinafter called "**SELLER**"). The combination of both products protects the power supply from overvoltage.
- 1.2. These guarantee conditions apply to the extent regulated here and under the conditions mentioned (including the presentation of proof of purchase even in the case of resale) to any subsequent owner of QUINT 4.
- 1.3. These guarantee conditions also apply to the extent regulated here and under the conditions mentioned to any intermediary who acquires QUINT 4 in the type of order provided for in Section 3.1.1 and resells it to an end customer with the type of order and use provided for in Section 3.1.1.
- 1.4. These guarantee conditions are only applicable with respect to entrepreneurs within the meaning of Section 14 German Civil Code (*Bürgerliches Gesetzbuch* – BGB). They also apply to legal persons under public law or special funds under public law.
- 1.5. The guarantor is Phoenix Contact GmbH & Co. KG, Flachmarktstraße 8, 32825 Blomberg, Germany, (hereinafter referred to as "**PHOENIX CONTACT**"). Claims arising from or in connection with this guarantee are to be asserted exclusively against PHOENIX CONTACT.
- 1.6. The contractual or legal rights of the CUSTOMER towards PHOENIX CONTACT or the SELLER are not affected by these guarantee conditions.

### 2. Guarantee Service

- 2.1. PHOENIX CONTACT guarantees to the CUSTOMER that the QUINT 4 delivered by the SELLER to the CUSTOMER is free from material or processing defects within a period of five (5) years after delivery ("**GUARANTEE PERIOD**"), subject to the following provisions.
- 2.2. If a QUINT 4 is not free of material and/or processing defects within the GUARANTEE PERIOD, PHOENIX CONTACT shall remedy the material and/or processing defect at its own discretion and at its own expense by repairing or delivering a new or refurbished QUINT 4.
- 2.3. New deliveries are limited to the availability of an identical replacement product at PHOENIX CONTACT. Repairs are limited to the availability of spare parts for the QUINT 4 at PHOENIX CONTACT.
- 2.4. Other claims of the CUSTOMER against PHOENIX CONTACT under this guarantee, in particular claims for damages and/or reimbursement of expenses, are excluded.

### 3. Conditions for the guarantee service

- 3.1. Claims to the aforementioned guarantees only exist if
  - 3.1.1. QUINT 4 is ordered and used together with a PLUGTRAB SEC, and QUINT 4 is actually defective, and
  - 3.1.2. the defect is due to a material and/or processing defect which does not affect the whole product series (design or production defect), and
  - 3.1.3. QUINT 4 has no damage or signs of wear caused by use other than normal use and in accordance with the specifications of PHOENIX CONTACT, and
  - 3.1.4. QUINT 4 has no features that suggest any unauthorized intervention by the CUSTOMER or a third party, and
  - 3.1.5. the serial number has not been removed or made unrecognizable.
- 3.2. Claims under this guarantee also presuppose that the CUSTOMER has contacted PHOENIX CONTACT's local customer service before sending in the QUINT 4 and given the customer service the opportunity to carry out a fault analysis by telephone or an on-site fault analysis.
- 3.3. Claims under the guarantee can only be asserted by handing over or returning the QUINT 4 to the customer service responsible for the CUSTOMER's location.
- 3.4. The prerequisite for the guarantee claim is still the presentation of the original invoice with date of purchase for the joint purchase of QUINT 4 and PLUGTRAB SEC.

### 4. Bearing of Costs

- 4.1. PHOENIX CONTACT shall bear exclusively the costs for the repair or the new or completely overhauled QUINT 4 plus the associated transport costs in accordance with Section 4.2 within the scope of the guarantee services. Any further costs, in particular for installation and removal, are excluded.
- 4.2. The aforementioned costs also include the costs of returning the faulty QUINT 4, however, if the responsible customer service has named a specific freight company to the CUSTOMER for the return and if the CUSTOMER uses another freight company, PHOENIX CONTACT shall not be liable for the costs of the return.
- 4.3. If guarantee claims are asserted by the CUSTOMER and if it becomes apparent during the inspection of QUINT 4 by PHOENIX CONTACT or the responsible customer service that no fault has occurred or that the guarantee claim does not exist for one of the reasons stated in these guarantee conditions, PHOENIX CONTACT is entitled to invoice him for the costs of transport in accordance with Section 4.2 sentence 1. This does not apply if the CUSTOMER proves that, under the circumstances, he could not see that the guarantee claim did not exist.

**5. Other Provisions**

- 5.1. PHOENIX CONTACT reserves the right to terminate the granting of a guarantee in accordance with these guarantee conditions at any time. However, termination shall not affect QUINT 4 purchased under these guarantee conditions until termination, which shall continue to be subject to the guarantee conditions in accordance with the aforementioned provisions for the duration of the GUARANTEE PERIOD.
- 5.2. These guarantee conditions are governed exclusively by German law. German law also applies to current and future debt obligations that

fall under Regulation (EC) No. 864/2007 (Rome II) on the law applicable to non-contractual obligations. The provisions of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Law) are excluded.

- 5.3. The courts of Cologne, Germany, have exclusive jurisdiction for all disputes relating to the guarantee conditions.

**Last modified: May 2018**