

# General Terms and Conditions of Sale and Delivery

## Rittal Ireland Limited

As of June 2024

### 1. General

**1.1** The following Terms and Conditions apply exclusively to our deliveries and our services provided to our customers. Supplementary or deviating terms of purchase of the individual or company who purchases goods from us (the "Customer") or terms which are implied by law, trade custom or practice, do not apply unless we have agreed to them in writing in advance. The unconditional delivery of goods, rendering of services or acceptance of payments shall not be interpreted as an acknowledgment of deviating conditions.

**1.2** These Terms and Conditions apply to the sale and/or delivery of movable Goods manufactured by us or our suppliers (hereinafter also referred to as the "Goods") and to the services we provide to our customers, being the installation, assembly or commissioning of Goods (hereinafter also referred to as the "Services"). The Terms and Conditions also apply to all future deliveries of the Goods and Services rendered to the Customer, unless we have notified the Customer otherwise.

**1.3** Within the scope of the business relationship, we are authorised to collect, process, and use the Customer's personal data in accordance with data protection legislation in force at the time the Goods are ordered.

**1.4** Our General Terms and Conditions of Sale and Delivery for Software shall take precedence for the sale of software. The Terms and Conditions of Sale and Delivery for Software can be viewed and downloaded from our website at [www.rittal.com](http://www.rittal.com) or which we are happy to send to the Customer upon request.

### 2. Contractual declarations

**2.1** Our published range of products and services (e.g. in catalogues, brochures, technical documentation or on the internet) is subject to change and non-binding. The placement of an order by the Customer constitutes an offer by the Customer to purchase the Goods and Services in accordance with these Terms and Conditions (the "Order"). The Order shall only be deemed to be accepted when we issue a written acceptance of the Order, or if we execute the Order, at which point a contract shall come into existence (the "Contract"). A quotation or proposal given by us shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

**2.2** We shall be entitled to change our Goods and Services with effect for the future at any time. We shall not be obliged to make such changes to Goods already delivered or to Services already rendered.

**2.3** Our order confirmation in text form shall be decisive with respect to the acceptance of the Order, the precise subject matter of the Order and the delivery date. For the avoidance of doubt, in respect of Orders placed online, our automated order receipt confirmation shall not constitute written acceptance.

### 3. Prices, terms of payment, set-off

**3.1** Unless otherwise agreed, the prices for standard items are to be found on the price list in effect when the Contract comes into existence in accordance with clause 2. If packaging units ("PU") are indicated, the price indicated is per PU. The list price does not include shipping, customs duties, incidental import duties, insurance, statutory VAT, packaging and other incidental costs. Packaging costs are three percent of the list price. We shall invoice the cost of assembly, installation and commissioning of equipment on a time and material basis.

**3.2** If the date of delivery of the Goods or performance of the Services is three months later than the date specified in the Contract, we shall be entitled, after timely notification to the Customer and prior to delivery or performance, to adjust the price for the Goods or Services agreed at the time of conclusion of the contract, including costs for transportation, to the extent that this is reasonable due to the development of costs beyond our control (e.g. up-front costs, exchange rate fluctuations, changes in customs duties and fees, increase in materials or other manufacturing costs). In the case of framework agreements containing price agreements, the three-month period shall commence upon conclusion of the framework agreement.

**3.3** Unless otherwise agreed with us in advance, the Customer shall pay the amount due within 30 days after receipt of the invoice. Upon expiry of this deadline, the Customer shall be in default of the Contract. The amount invoiced is payable strictly net without deduction. Time for payment shall be of the essence of the Contract. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### 4. Performance period

**4.1** Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, as described in clause 7, or the Customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

**4.2** If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the Goods.

### 5. Shipping, transfer of risk, deliveries by instalment, call orders, returns

**5.1** Unless otherwise agreed, we shall ship the Goods at cost and risk of the Customer. We shall determine the shipping method, dispatch route, forwarding agent and/or freight carrier.

**5.2** The risk of destruction, loss of or damage to the Goods shall be transferred to the Customer upon loading the Goods at our warehouse or, if the Goods cannot or are not to be shipped, upon provisioning of the Goods and dispatching the notice of our readiness to deliver. The aforesaid shall also apply where delivery is made in instalments or where we have undertaken additional services such as transport costs or delivery and installation.

**5.3** Raw materials and semi-finished products are delivered unpacked and without surface protection unless special protective measures correspond to commercial practice. We shall provide suitable packaging, protective material and/or transport aids for other Goods according to our experience. Unless otherwise agreed in text form, we take packaging, protective material and transport aids back at our warehouse. The costs of transportation to our warehouse shall be borne by the Customer. Extra costs attributable to the Customer's special shipping requests shall be borne by the Customer. The same shall apply to increases in freight rates that occur after the conclusion of the contract.

**5.4** We may render deliveries by instalment and issue invoices accordingly. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

**5.5** The Customer may request a partial delivery of the Order over a defined period. Such partial delivery is subject to our prior written agreement.

**5.6** Subject to our prior written approval, the Customer may be entitled to return the Goods once delivered if we are notified of a request to return the Goods within 2 working days of delivery. In such event, the Goods must be returned to our warehouse in a resaleable condition and in their original packaging. The Customer shall be liable to pay a restocking fee of up to 25% of the price of the Goods; such fee may be reduced to 10% if the Customer places another order. In the event that the Goods are not returned in a resaleable condition, the Customer may be charged for the Goods to the extent that the Goods cannot be resold; if there is a credit arrangement in place with the Customer, the Customer's credit levels may be reduced.

### 6. Custom-made products

**6.1** In the case of custom-made products ordered by the Customer, the Customer shall only be entitled to terminate the contract if it is before the Goods are manufactured or the Goods are received from our manufacturer.

**6.2** In the event of non-acceptance of Goods manufactured in accordance with the Customer's specifications, we shall be entitled to dispose of the items at the Customer's expense after the unsuccessful expiry of a reasonable collection deadline set for the Customer in text form.

### 7. Force majeure, frustration of contract, reservation of performance

**7.1** In the event of force majeure affecting us or our suppliers, our delivery and performance obligations shall be suspended for the duration of the disruption and a reasonable recovery period. For the purpose of this Contract, a Force Majeure Event is an external event outside of our control caused by elementary forces of nature or other exceptional environmental events or by actions of third parties. In particular, a case of force majeure shall be assumed in the event of a pandemic, epidemic, in the event of shortage of energy or raw materials, industrial action, operational disruptions of any kind, natural disaster, transport

delays, shortage of labour, difficulties in obtaining the necessary official permits or in the event of other official measures and dispositions such as restrictions or regulations imposed by any government.

**7.2** We shall be entitled to withdraw from the Contract if the prevailing circumstances at the time of concluding the Contract have seriously changed and as a result of which we cannot adhere to the Contract.

**7.3** Our fulfilment of the Contract is subject to the proviso that we don't violate regulations of national and international foreign trade law nor violate sanctions or embargoes.

**7.4** We shall be released from our obligations to perform if and to the extent that our sub-supplier finally fails to perform despite diligent selection and the timely conclusion of a congruent covering transaction with them. We shall remain under obligation to perform if we are responsible for the failure of our supplier to deliver Good to us. We shall inform the Customer immediately about the relevant circumstances and to reimburse the Customer for any consideration already paid.

## **8. Retention of title**

**8.1** Sold Goods remain our property ("Reserved Goods") until the Contract has been fulfilled.

**8.2** Until full payment of all secured claims, the Customer shall: (i) store the Goods separately from all other Goods held by the Customer so that they remain readily identifiable as our property, (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iv) notify us immediately if it becomes subject to the events described in clause 16.1 and (v) give us such information as we may reasonably require from time to time relating to the Goods or the Customer's financial position.

**8.3** With our prior written consent, the Customer shall be entitled to resell Reserved Goods in the normal course of their business prior to us receiving payment for the Goods. However, if the Customer resells the Goods before that time, title to the Goods shall pass from us to the Customer immediately before the time at which resale by the Customer occurs.

**8.4** At any time before title to the Goods passes to the Customer, we may (i) by notice in writing, terminate the Customer's right to resell the Reserved Goods or use them in the ordinary course of business and (ii) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

**8.5** If the value of the securities provided to us exceeds our claims by more than ten percent, upon request by the Customer, we undertake to release excess securities at our discretion.

## **9. Liability for defects**

**9.1** Regarding the rights of the Customer in the event of material defects and defects of title, the statutory provisions shall apply unless stipulated otherwise below.

**9.2** We warrant that the Goods delivered and Services rendered by us comply with the applicable industry regulations and standards. If the Goods are to be used in another country, the Customer undertakes to ensure that they comply with the locally applicable legislation and the authoritative standards that apply there and, if necessary, to make any relevant adaptations at their own expense.

**9.3** The Goods shall be deemed to be free of defects if (a) conform in all material respects with their description, (b) they are suitable for the use provided for in the Contract and (c) are as described. A condition deviating from our product description or usage intended by the Customer shall be effectively agreed only if we have expressly consented thereto in writing. A declaration of obligation beyond the claims for defects (independent guarantee) shall not be associated with this unless the Customer has concluded a separate agreement with us which regulates the scope and legal consequences of the independent guarantee in detail.

**9.4** The Customer's claims for defects require that they have fulfilled their statutory obligations to inspect consignments and complied with this clause 9.

**9.5** If we deliver to the Customer a quantity of Goods of up to 10% more or less than the quantity accepted by us, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall (even if such surplus or shortfall is by reason of the Goods in question being damaged) and shall pay for such Goods at the pro rata Contract rate.

**9.6** In the event that there is a shortfall of Goods delivered that exceeds 10%, or loss or damage has occurred to Goods delivered that exceeds 10%, we shall have no liability unless the Customer gives written notice to the Company of the shortfall or damage within 2 working days of delivery. Photographic evidence of damage to Goods while inside their packaging and if applicable once unpackaged, must accompany the written notification to the Company. In the event that the Customer notifies us of a defect in the Goods in accordance with this Contract, the Goods must be returned to our warehouse.

**9.7** We shall not be liable for a defect caused by the Customer or a third party. This shall be assumed in particular, if the deficiency arose based on one of the following circumstances: (i) a modification of the Goods or change in the design at the Customer's request; (ii) its unsuitability was not apparent to us; (iii) the Customer makes further use of the Goods after notifying us of the defect; (iv) the Customer failed to follow our instructions (whether written or oral); (v) the Customer rejected the reservations expressed by us; (vi) deficiency of the material or other components supplied by the Customer; (vii) improper use (including failure to follow standard industry guidance in respect of storing the Goods); (viii) faulty assembly or commissioning; (ix) normal wear and tear; (x) faulty or negligent handling or maintenance; (xi) usage of unsuitable operating materials; or (xii) damaging ambient conditions if they are attributable to the Customer or third parties.

**9.8** If the Goods are defective, we can initially choose whether to undertake subsequent fulfilment by repairing the defect (rectification) or by replacing the Goods or a part thereof (substitute delivery). We shall be entitled to make subsequent fulfilments conditional upon the payment of the due purchase price by the Customer.

**9.9** The place of performance for subsequent fulfilments shall be the original place of delivery unless the transfer to another place corresponds to the intended use. Additional costs incurred in association with shipment to a location with restricted access (e.g. offshore platform, restricted area, polar or alpine region) shall be borne by the Customer. In the event of a substitute delivery, the Customer shall return the defective Goods to our warehouse.

**9.10** If our subsequent fulfilment fails despite two attempts or if we are in default despite having set a reasonable deadline, the Customer may either withdraw from the purchase contract while waiving further subsequent fulfilments.

**9.11** Claims of the Customer for damages or compensation for futile expenditure shall only exist within the limits of the following clause 9 (Liability); otherwise they shall be excluded.

## **10. Liability**

**10.1** The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

**10.2** Nothing in the Contract limits any liability which cannot legally be limited, including liability for (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, or (iii) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

**10.3** To the extent that our liability is excluded or limited shall also apply to the individual liability of employees, representatives, and vicarious agents.

**10.4** Subject to clause 10.2, the following types of loss are wholly excluded: (i) loss of profits, (ii) loss of sales or business, (iii) loss of agreements or contracts, (iv) loss of anticipated savings, (v) loss of use or corruption of software, data or information, (vi) loss of or damage to goodwill, and (vii) indirect or consequential loss.

## **11. Limitation**

**11.1** Subject to clause 10.2, our total liability to the Customer shall not exceed the price paid by the Customer for the Goods or Services.

Reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions unless stipulated otherwise below.

**11.2** The limitation period for claims arising from material defects and defects of title shall be one year from delivery of the Goods or performance of the service unless the defect was maliciously concealed. If acceptance has been agreed, the limitation period commences from the date of acceptance.

**11.3** Claims arising from defects of title shall not be deemed time-barred insofar and as long as the third party can still assert their rights against the Customer in the absence of limitation.

**11.4** The statutory limitation period shall apply to constructions and newly manufactured items that have been used for a construction in accordance with their customary use and have caused the structure to be defective.

## **12. Delivery of spare parts**

**12.1** Insofar as we are obliged to supply spare parts, after the limitation period as stipulated in clause 11 has expired, we shall be entitled to supply the Customer with functionally identical spare parts instead of original spare parts or to inform them about another supplier. The same shall apply to the provision of services required for operating the business.

## **13. Information, obligations in accordance with the European Union (Waste Electrical and Electronic Equipment) Regulations 2014 ("WEEE Regulations")**

**13.1** We are obliged to provide a reasonable option for returning waste electrical equipment. The return address as well as further information on the rights and obligations arising from the WEEE Regulations can be viewed at [www.rittal.com](http://www.rittal.com).

**13.2** The Customer shall bear the responsibility and costs for returning the waste electrical equipment to the return address specified by us. We shall take care of the disposal and pay the incurred costs.

## **14. Export compliance**

**14.1** For (a) the transportation of Goods (Goods, software and technology) across national borders as well as (b) the provision of services (e.g. assembly, maintenance, repair, instruction and training) abroad or with the extraterritorial effect which serve the fulfilment of our contractual obligations, national and European foreign trade legislation as well as – where relevant – Irish and U.S. export control legislation. In accordance with these regulations, individual deliveries or services may be subject to restrictions or prohibitions. If this is the case, we shall be released from our fulfilment obligations to the extent of the restrictions or prohibition.

**14.2** Upon request, the Customer is obliged to provide us with adequate and complete information on the end use and final destination of the Goods to be delivered or services to be rendered. For this purpose, the Customer shall prepare the necessary documents using the officially stipulated forms and provide us with the original copies so that we can check them and provide the competent supervisory authority with the necessary verification.

**14.3** If an export or transportation permit or another permit or clearance under foreign trade legislation is required, our performance obligations shall be dependent upon the granting of such a permit or clearance by the competent authority. If the approval or clearance is not granted or there are other obstacles to the fulfilment of the contract under foreign trade or customs legislation, then we shall be entitled to withdraw from the Contract in its entirety or with respect to the affected delivery or service obligation. Services already rendered are to be restituted provided that no obstacles to this exist under foreign trade legislation.

**14.4** The adherence to agreed delivery deadlines is subject to these Terms and Conditions and the timely granting of the necessary export or shipment permits or other clearances by the competent authority. In case the granting of the required permits is delayed, the delivery period shall be extended by the duration of the official proceedings and a reasonable restart time after receiving the positive notice; we cannot fall into arrears during this period.

**14.5** The Customer shall take appropriate measure to ensure that the Goods delivered to him by us under this Contract and listed in the list of goods under Article 12g of Council Regulation (EU) No 833/2014, do not enter the Russian Federation either directly or indirectly. Even entering into an obligation under law of obligations aimed at this is to be refrained from, as is any arrangement that is to be qualified as circumvention of the above prohibition.

**14.6** If the Customer becomes aware of activities of third parties, that indicate a breach of the obligations specified in clause 14.5, it shall inform us immediately. The Customer shall support us to the best of its ability in clarifying and remedying the situation.

**14.7** A breach of clause 14.5 constitutes a serious breach of contractual obligations which entitles us to terminate the Contract. Furthermore, we may demand suitable remedial measure from the Customer.

## **15. Confidentiality**

**15.1** The parties shall treat the operating and business secrets of the other party confidentially; they shall not pass them on to third parties or use them for their own business purposes without authorisation. The parties shall also impose this obligation on their employees and vicarious agents.

**15.2** The confidentiality obligation shall not apply to any information which (i) at the time of its disclosure was already known to the other party outside of the contractual relationship, (ii) has been developed by the party itself or has been lawfully procured from third parties, (iii) is generally known or is state of the art, or (iv) has been released by the contractual partner from whom it originates.

**15.3** After termination of the contractual relationship, the parties shall return all confidential business information to the respective other party, whether in embodied or digital form, without being requested to do so or, at the request of the party from which it originates, destroy it or – insofar as is technically possible with reasonable effort – irrevocably delete it.

**15.4** The parties shall comply with the rules of data privacy, in particular if they are granted access to the operations or information technology facilities of the other party. They shall take appropriate measures to ensure that their employees and vicarious agents also comply with these provisions.

## **16. Right of withdrawal/termination**

**16.1** We shall be entitled to withdraw from the contract or to terminate the contract with immediate effect if:

(i) the Customer materially breaches these Terms and Conditions;

(ii) the Customer takes any steps or action in connection with its entering of examinership, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(iii) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

(iv) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or (v) a Force Majeure Event occurs and the performance of the Contract is delayed longer than 3 months.

## **17. Place of jurisdiction and choice of law**

**17.1** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of Ireland.

**17.2** Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## **18. Special provisions for works services**

**18.1** If the Customer has commissioned us with providing the Services in its Order, the following provisions shall additionally apply.

## **19. Subcontractors**

**19.1** We shall be entitled to engage subcontractors to perform assembly work.

## **20. Duties of cooperation of the Customer**

**20.1** The Customer shall ensure that the terms of the Order (and any information it provides in connection with the Order) are complete and accurate.

**20.2** The Customer must prepare its premises for the supply of Services and complete at their own expense all necessary earthworks, construction work and other ancillary work outside the scope of the industry in good time before the start of our work. The Customer shall additionally provide in good time the necessary skilled and unskilled workers as well as building materials, tools, commodities, and materials required for the assembly and commissioning including but not limited to scaffolding, lifting equipment and other relevant equipment, fuels, lubricants, energy and water connections at the place of use, heating and lighting and anything else which may be required by us.

**20.3** The Customer shall ensure that materials required for the installation or assembly, such as machine parts, equipment and tools, are stored at the installation site. The Customer is obliged to provide suitable premises for this purpose, in particular, sufficiently large, dry and lockable rooms, and adequate work and break rooms for the assembly personnel. Protective clothing and safety equipment that are required due to special circumstances at the installation site are to be provided by the Customer.

**20.4** Before commencement of the Services, the Customer shall cooperate with us in all matters relating to the Services, including providing us with the necessary information about the location of concealed electrical wiring, telecommunication lines, gas and water pipes or other endangered installations, as well as the required load-bearing capacity data.

**20.5** If the installation, assembly or acceptance is delayed due to circumstances for which we are not responsible, the Customer shall bear to a reasonable extent the extra costs for waiting times and additionally necessary travel arrangements of our assembly personnel.

**20.6** The Customer shall obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

#### **21. Acceptance**

**21.1** If we demand acceptance of the performance after its completion – where applicable including before expiry of the agreed performance period – the Customer shall carry this out within twelve working days unless agreed otherwise. Upon request, self-contained parts of the service must be accepted separately. Refusal of acceptance is only permitted if significant defects are established and only until their elimination.

**21.2** If acceptance is not requested, the work shall be deemed to have been accepted at the end of 30 working days after written notification has been given of its completion. If acceptance is not requested and the Customer has put the work results or part of the work results into use, unless agreed otherwise, acceptance shall be deemed to have taken place at the end of six working days after the commencement of use.

**21.3** With the acceptance, the risk is transferred to the Customer unless the transfer of risk has already taken place in accordance with clause 5.

#### **22. Intellectual Property**

**22.1** We shall retain any intellectual property right in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer). For the purpose of this clause 22, Intellectual Property Rights shall mean: patents, rights to inventions, copyright, moral rights, trade marks, business names and domain names, goodwill, confidential information (including know-how and trade secrets), the right to sue for passing off or unfair competition rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**22.2** The Customer shall grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to us for the term of the Contract for the purpose of providing the Services to the Customer.