In these conditions Phoenix Contact (Ireland) Limited shall be referred to as the ‘Seller’ or ‘we’, the buyer shall be referred to as the ‘Buyer’ or ‘you’ and the goods referred to in the Buyer’s order to the Seller, which includes (without limitation) any item of equipment, hardware, tools, electronic or mechanical equipment but excludes any ancillary equipment, shall be referred to as the “Goods”.

These are the only terms or conditions applicable to any sale or supply of Goods by the Seller to the Buyer and, unless specifically agreed in writing by the Seller and the Buyer, no additional or other terms or conditions shall apply. For the avoidance of doubt, to the extent that the Buyer purchases, downloads or otherwise obtains any software from Seller (whether contained in or bundled with Goods or otherwise), the Seller’s Software Licence Terms (available at http://www.phoenixcontact.ie/sw-license-terms) and any Seller Licence Agreement applicable to the relevant software shall apply. Any support and maintenance services provided by the Seller shall be governed by the Seller’s Maintenance Agreement as provided to the Buyer from time to time where applicable.

A contract (including these conditions) binding the Buyer to purchase the Goods shall exist when the Seller accepts the Buyer’s order for the Goods. If before the Goods are delivered to the Buyer, the Buyer shall enter into any liquidation or bankruptcy or shall have a Receiver as Manager of its assets appointed or shall be unable to pay its debts and in a manner which makes them readily identifiable as the Goods of the Seller. The Seller may with the apprehension of property therein to the Buyer held in the Buyer’s possession solely as fiduciary for the Seller. In the event of a sale or any other disposition or use of the Goods by the Buyer prior to such passing of property the Buyer shall hold on trust for the Seller:

i. If the Goods have not been mixed with or incorporated into other goods or processes after they have been delivered or sold or processed the whole of the price of the Goods shall remain the sole and absolute property of the Seller as legal and identifiable as such.

The Buyer shall indemnify the Seller against all claims, demands, liabilities, costs and expenses incurred by the Seller in connection with the Goods or their condition or use and the breach by the Buyer or by any Purchaser from the Buyer to which the Seller may be referred to as the ‘Selling’ or ‘Seller’.

The Buyer’s sole remedy in the event of breach of warranty as set forth herein is expressly limited to (i) the correction of the defect by adjustment, repair, modification, or replacement or (at the Seller’s option) (ii) issue of a credit or refund of the purchase price for the defective Goods.

Subject to anything expressly stated in these conditions and to any unavoidable statutory provision to the contrary the Seller hereby excludes all statements, representations, warranties and conditions and all liability whatsoever in relation to the Goods.

Without limiting the foregoing the Seller will not be liable for any misuse, improper operation, improper installation, improper maintenance, alteration, modification, accident or unusual degradation of the Goods due to an installation environment contrary to the product specification for the Goods. The Buyer undertakes to observe all statutory obligations in relation to the Goods and their use and safety and to procure such observance from any purchase of the Goods from the Buyer.

Indemnity

The Seller shall indemnify the Seller against all claims, demands, liabilities, costs and expenses incurred by the Seller in connection with the Goods or their condition or use and the breach by the Buyer or by any Purchaser from the Buyer of any patent copyright design or similar right as a result of use of the Goods whether alone or in conjunction with any other product. The Buyer may not recover a contribution from the Seller for any liability relating to the Goods which the Buyer has discharged.

Changes

The Buyer acknowledges and agrees that the Seller may from time to time make non-material changes to this Agreement without prior notification. Any such changes shall be made by way of an update this Agreement displayed on the Seller’s website. Where the Seller makes any material change to this Agreement, it shall provide the Buyer with prior written notice of the material change.

Governing Law

The contract for the supply of the Goods and all matters arising in connection therewith shall be governed and construed in accordance with the laws of Ireland and the Seller and the Buyer, each hereby submit to the exclusive jurisdiction of the Irish Courts.

Arbitration

In the event of any question, dispute or difference shall arise between the Seller and the Buyer which can not be resolved by agreement between them, then the matter shall be referred to a single arbitrator to be appointed by the Seller and the Buyer or (if they fail to agree) by the President for the time being of the Law Society, in accordance with the rules of the Arbitration Act 2010. The decision of any such arbitrator shall be final and binding on the Buyer and the Seller.

Assignment

The Buyer may not assign the benefit or burden of this Agreement or any related or other contract with the Seller for the supply of Goods.

These Standard Terms and Conditions (as amended from time to time) are available at http://www.phoenixcontact.ie/general-terms.