

# TURCK

# Terms and Conditions of Purchase

Revised December 2023

The following terms and conditions of purchase apply to the following companies

- Turck Holding GmbH, Goethestraße 7, 58553 Halver, Germany
- TURCK GmbH, Witzlebenstraße 7, 45472 Mülheim an der Ruhr, Germany
- Werner Turck GmbH & Co. KG, Goethestraße 7, 58553 Halver, Germany
- Turck Beierfeld GmbH, Am Bockwald 2, 08344 Grünhain-Beierfeld, Germany
- Turck Electronics GmbH, Gildestraße 5, 32760 Detmold, Germany
- Turck Mechatec GmbH, Witzlebenstraße 11, 45472 Mülheim an der Ruhr, Germany
- Turck Vilant Systems GmbH, Dessauer Str. 78, 45472 Mülheim an der Ruhr, Germany  
(hereinafter individually or collectively referred to as "TURCK")

## § 1 Scope of the Terms and Conditions of Purchase

1. The following Terms and Conditions of Purchase apply to all business relations between TURCK and its business partners and suppliers (hereinafter collectively referred to as "Supplier"), provided that the Supplier is a company within the meaning of § 14 of the German Civil Code (BGB).
2. Any provisions deviating from the Terms and Conditions of Purchase, in particular terms of sale, delivery and payment of the Supplier, shall only apply if expressly confirmed in writing by TURCK. This requirement for consent applies in all cases, for example even if TURCK accepts the Supplier's deliveries without reservation in knowledge of the general terms and conditions of the Supplier.
3. Upon making the initial delivery based on these Terms and Conditions of Purchase, the Supplier acknowledges the Terms and Conditions of Purchase, in their current version, to have been agreed for all further contractual relationships.
4. If framework agreements are concluded between the parties, these shall take precedence. Such framework agreements shall be supplemented by Terms and Conditions of Purchase unless any more specific regulations apply. Contract changes, additions or oral ancillary agreements shall only apply if they have been confirmed by TURCK in writing.

## § 2 Conclusion of the Contract

1. Only orders made in text form (e.g. by email, fax, etc.) shall be binding, exclusively with the scope specified in the order. For obvious errors (e.g. typing and calculation errors) or where the order is incomplete (including the order documents), the Supplier shall notify TURCK for the purpose of correction or completion prior to acceptance. If the Supplier does not comply with this obligation, TURCK shall have the right to withdraw from the contract.
2. The Supplier is obliged to confirm the order immediately and in text form, but at the latest within 3 working days from the order date, specifying the delivery date and the applicable prices, or execute the order unconditionally by sending the goods if the delivery period corresponds to the delivery period specified in the order (acceptance). After expiration of this period, TURCK shall be entitled to revoke the order(s). The Supplier shall not be entitled to make any claims based on such a revocation.

3. TURCK reserves the right to withdraw from the order in the event of delayed acceptance.
4. TURCK is entitled to demand changes to the delivery item even after the conclusion of the contract, if the deviations are reasonable for the Supplier.
5. The Supplier shall inform TURCK of any subcontracting. TURCK reserves the right to object to subcontracting for good cause.

## § 3 Prices and Payment

1. The price specified in the order is binding. Subsequent price adjustments are not accepted.
2. Agreed prices are fixed prices and include all costs for packaging and transport to the point of reception or of use as specified in the order. The prices shown are net prices. If no prices are specified in the order, the prices charged by the Supplier must be communicated to TURCK in advance for consent.
3. Invoices, including all associated details and VAT identification, must be sent after delivery unless electronic transmission has been agreed.
4. TURCK shall pay within 14 days after receipt of goods and invoices with a 3 % discount or within 90 days net.
5. TURCK shall not be liable for any interest rates payable from the due date. The Supplier's claim for payment of interest on arrears remains unaffected.
6. In case of acceptance of early deliveries, the due date shall be based on the originally agreed delivery date, unless the early delivery was requested by TURCK.
7. In the event of an incomplete or faulty delivery, TURCK shall be entitled to withhold payment in whole or as a proportion of the total value until proper fulfillment takes place. The Supplier shall only be entitled to rights of retention and set-off against claims by TURCK if such claims are undisputed or non-appealable.

## § 4 Delivery Dates and Deadlines/Acceptance

1. The agreed delivery dates and deadlines are binding. Compliance includes the receipt of goods at the TURCK premises or at the agreed place of performance — to be determined by TURCK in case of doubt. Early deliveries shall not be accepted and shall be returned to the Supplier at the Supplier's expense.
2. The Supplier is obliged to inform TURCK immediately in writing if circumstances arise or become apparent which could cause agreed delivery dates not to be met.
3. If the Supplier fails to comply with delivery dates and deadlines for reasons within its sphere of risk, TURCK shall be entitled to withdraw from the contract after notice of default or after setting a grace period and/or to demand compensation for damages. In addition, TURCK has the right to demand a contractual penalty of 0.5 % of the net order value per commenced week following default, up to a maximum of 5 % of the net order value. The contractual penalty paid shall be set off against any claim for damages.
4. If the Supplier fails to comply with delivery dates and deadlines for reasons beyond their reasonable control, the contracting parties undertake to adapt the contract in good faith in accordance with the change in circumstances.
5. In this case, however, TURCK shall be released from any obligation to accept the ordered delivery and shall be entitled to withdraw from the contract insofar as the delivery is no longer economically usable for TURCK due to the expiration of the time period.
6. All circumstances of force majeure, in the event of unforeseeable, unavoidable and/or exceptional events, as well as in the event of operational disruptions, strikes and industrial disputes of any kind for which TURCK is not responsible, release TURCK from the obligation to accept the goods.
7. TURCK shall be entitled to withdraw from the contract if an event described in paragraph 6 lasts longer than one month. If TURCK continues to have an interest in the delivery, the contractual obligations shall be extended accordingly. The Supplier cannot derive any claim for damages from this.
8. Partial deliveries are only permitted after consent of TURCK.
9. A reservation of title has not been agreed.

## § 5 Framework Orders/Delivery Schedules/Extension of the Framework Contract/Security Stock Warehouse

1. Delivery schedules within framework orders and call-off planning become binding if the Supplier does not object within three working days of receipt.
2. TURCK shall be entitled to determine the timing of the delivery schedules and the amount of the respective delivery quantity to be called-off in accordance with its production and operating procedures, unless otherwise agreed in writing. The Supplier shall not be entitled to supply any outstanding framework orders, nor shall it be entitled to charge for the quantities on hold without this being requested. Delivery call-offs shall be made exclusively in separate orders with a separate ID for each individual delivery call-off.
3. If the agreed total delivery quantity is not accepted within the term of the framework agreement, the contract term shall be extended until the agreed total delivery quantity is called up in full, but by no more than one calendar year.

- The establishment of a security stock warehouse at the Supplier's premises shall be deemed to have been completed upon order confirmation, but no later than when the first call-off order is fulfilled. The warehouse shall always comprise the quantity specified in the framework agreement, but at least 10% of the annual quantity. Excluded from this are items with a best-before date. This security stock warehouse is used to cover TURCK's short-term requirements arising beyond the call-offs already issued. There is no obligation on TURCK to purchase goods in the security stock warehouse. The Supplier shall inform TURCK of any change in the stock of the security warehouse. On the last call-off included in the framework agreement, the security warehouse at the Supplier is deemed to be dissolved. TURCK shall not be obliged to accept any remaining goods when the security warehouse is closed.

## § 6 Transfer of Risk/Packaging/Transport Insurance

- Delivery shall be made DDP in accordance with Incoterms 2020 to the contractually agreed point of reception or use.
- The Supplier must package the items to be delivered in such a way that transport damage is prevented.
- The Supplier shall comprehensively insure the items to be delivered against damage and loss during transport.

## § 7 Defect Reports

- TURCK shall examine the delivered products upon receipt of goods, at the latest within ten (10) working days, for visible transport damage and to determine whether the products correspond to the ordered quantity and type.
- If TURCK discovers a concealed defect or any other defect that was not identifiable during the incoming goods inspection described in Section 1, TURCK shall notify the Supplier immediately, at the latest within ten (10) working days of discovery.
- TURCK shall not be liable toward the Supplier for the performance of any checks and notifications other than those referred to above. The checks and notifications referred to above fulfill TURCK's obligations of inspection and objection in accordance with § 377 of the German Commercial Code (HGB).

## § 8 Warranty/Guarantee

- The Supplier guarantees that all deliveries/services comply with the latest technology, with relevant national, European and international legal provisions, regulations and guidelines and that they are suitable for the intended use as per the order. Claims for material defects shall become time-barred within three years, unless the law provides for longer periods of time. Claims for defects of title shall become time-barred within five years, unless the law provides for longer periods of time. The required declarations of conformity or factory test certificates must be attached. If the delivered products do not meet the terms of the supplied warranty, the Supplier shall be liable for all resulting damages including consequential damages. TURCK shall be entitled to request the Supplier to provide certificates of quality regarding the delivered items at no charge.
- The period of limitation begins with the transfer of risk. In the event of the unaltered resale or installation of the delivered items in TURCK products, the period of limitation begins with the date of delivery to the customer or with the commissioning of the products by the end customer.
- This shall not affect any rights of recourse of TURCK against the Supplier in the event of assertion of warranty claims by a customer against its contractual partner for the return of the goods or reduction of the purchase price. In this case, the special rules governing the sale of consumer goods shall apply.
- If material defects in deliveries occur during the warranty period, the Supplier must provide supplementary performance by means of repair or replacement with a defect-free item at TURCK's discretion. This shall not affect TURCK's claims for damages or reimbursement of futile expenses. All costs required for supplementary performance, replacement delivery or repair (personnel/material costs/transport/necessary recall/costs of legal proceedings etc.) shall be borne by the Supplier.
- In the event of repair, replacement or other forms of supplementary performance, the period of limitation shall commence anew at the time at which the claims for supplementary performance or replacement have been fulfilled.
- If TURCK's claim for supplementary performance is not fulfilled within a reasonable period of time, the supplementary performance shall be deemed to have failed and TURCK shall be entitled to remedy the defect itself or have it rectified by third parties at the expense and risk of the Supplier, without the Supplier's liability for material defects being affected by this.

## § 9 Product Liability/Insurance

- The Supplier is obliged to compensate TURCK for such damages that TURCK incurs due to a defect in the delivered item. If a claim is made against TURCK under the regulations of domestic or foreign product liability regulations because of the defective nature of the product, where this is due to defects in goods delivered by the Supplier, the Supplier shall be obliged to indemnify TURCK from all claims that are attributable to a defect in the delivered goods. In addition to compensation to third parties, the Supplier's obligation to compensate also includes costs of legal defense, recall costs, installation and removal costs as well as the administrative and other expenses incurred by TURCK for the settlement of the damage.
- The Supplier is obliged to maintain a suitably comprehensive product liability insurance at its own expense and to demonstrate this to TURCK upon request. This insurance must cover the risk of recall if and to the extent that it can be covered.

## § 10 Confidentiality/Models/Tools/Data Protection

1. The Supplier is obliged to treat the conclusion of the contract as confidential. All commercial details, technical details and operational processes that become known to the Supplier through the business relationship with TURCK must be kept confidential as trade secrets as long as they have not become generally known. The Supplier must contractually impose the obligation of confidentiality, which also applies beyond the termination of the contract, on its employees, subcontractors or other agents in the same form.
2. Objects, in particular tools, molds, devices, models, dies, templates, samples or other manufacturing materials provided by TURCK to the Supplier shall remain the property of TURCK. If the aforementioned items are manufactured for TURCK, they shall become the property of TURCK when they are created or manufactured. In such cases, the Supplier acts as agent in possession.  
The same applies to drawings, analysis methods and procedures of which the Supplier is made aware.
3. The aforementioned objects, documents and procedures may only be made available to third parties or otherwise made accessible with the prior written consent of TURCK. The prerequisite for consent is the notification of the intended use and the recipient.
4. The Supplier is obliged to clearly mark the tools, equipment and test equipment owned by TURCK as being the property of TURCK, to use these exclusively for the manufacture of the goods requested by TURCK and to insure them against theft, fire and water damage at its own expense. Any necessary maintenance and inspection work on the tools, equipment and test equipment must be carried out at the Supplier's own expense.
5. The Supplier shall be aware that TURCK will store its personal data on secure servers. For further information, please refer to the Privacy Statement, the latest version of which is available at the following link:  
[Data Protection — TURCK — Your Global Automation Partner](#)
6. The Supplier shall electronically store and secure in its computer system all data necessary for the processing of the contracts. Transmitted data shall be handled in accordance with the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and in compliance with the applicable EU law.
7. Upon written request by TURCK, all information, documents, means of production etc. originating from TURCK shall be returned free of charge and without delay by the Supplier or, at TURCK's request, destroyed and certified as such.

## § 11 Industrial Property Rights

1. The Supplier shall be liable for damages resulting from any violation of industrial property rights and/or industrial property right applications when the delivered items are used in accordance with the contract.
2. In the event that a claim is made against TURCK or its customers by third parties, the Supplier shall, upon request, indemnify TURCK from all claims arising from the use of such industrial property rights. The Supplier's obligation to indemnify shall apply to all expenses incurred by TURCK or its customers from or in connection with the claim by the third party. This includes, among other things, the costs of legal defense and exercise as well as all costs arising from any replacement procurement necessary.
3. The Supplier shall not be liable for indemnification insofar as all the characteristics of the delivered items that lead to the infringement of third-party industrial property rights have been specified by drawings, models or other similar descriptions or information provided by TURCK and the items have been manufactured unaware of the industrial property rights of third parties. This does not apply in the case of grossly negligent lack of knowledge of the Supplier. Insofar as the Supplier is not liable in accordance with clause 3, TURCK shall indemnify them from third-party claims.
4. The Supplier shall inform TURCK in writing, no later than the conclusion of contractual arrangements, of any published, owned unpublished or licensed third-party industrial property rights or applications for industrial property rights. The Supplier shall not have any further claim to remuneration regarding use of first- or third-party property rights or applications for such resulting from the use of delivered goods.
5. The period of limitation for claims against the Supplier mentioned in § 11 is 10 years, beginning with the conclusion of the contract.

## § 12 Code of Conduct

1. TURCK expects its Suppliers and their sub-suppliers to comply with
  - the ZVEI Code of Conduct, which TURCK has implemented as its own code of conduct (see the following link:  
[Code of Conduct — TURCK — Your Global Automation Partner](#))
  - the requirements of the German Supply Chain Act (Lieferkettensorgfaltspflichtengesetz)and the following fundamental principles in particular:
2. The Supplier shall respect and protect worldwide regulations for the protection of human rights as fundamental, generally applicable requirements. This includes in particular the obligation of the Supplier not to use forced or child labor under ILO convention nos. 29, 105 and 182. The Supplier shall comply with the provisions of ILO convention no. 138 on the minimum legal age for the employment of children.
3. Regarding ILO convention no. 111, the Supplier shall not discriminate against anyone on the basis of ethnic origin, nationality, race, gender, religion, beliefs, age, disability, sexual orientation or any other legally protected characteristic, unless this is contrary to mandatory law.

4. The Supplier assumes responsibility for environmental protection and shall comply with all legal requirements regarding the environment and sustainability, in particular the Minamata Convention, the Basel Convention and the Stockholm Convention. It uses natural resources sparingly and minimizes environmental impact.
5. The Supplier shall provide reasonable remuneration for its employees in accordance with ILO convention no. 100. Such remuneration shall be at least the minimum wages guaranteed by law or collective agreements. The Supplier shall comply with the provisions of ILO conventions no. 87 and no. 98 on the protection of the right of association and the right to collective bargaining.
6. The Supplier undertakes to comply with the provisions of the EU Regulation (EU)2017/821 and the Dodd Frank Act Section 1502 regarding conflict minerals. The "CMRT" template from the Responsible Minerals Initiative must be used for this purpose. The Supplier also agrees to prepare a report regarding the use and origin of cobalt and mica. The "EMRT" template from the Responsible Minerals Initiative must be used for this purpose. Reports shall be prepared and made available annually using the currently applicable version of the above mentioned templates.

## § 13 Compliance with EU Substance Bans

In fulfilling its contractual obligations, the Supplier undertakes to comply with all relevant statutory provisions as currently applicable. In particular, this applies

1. to the provisions of Regulation (EC) No. 1907/2006 on the registration, evaluation, authorization and restriction of chemicals. The Supplier shall comply with the duty to communicate information set out in Art. 33(1) of the aforementioned Regulation in writing and without this being specifically requested,
2. to the provisions of RoHS Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment, and
3. to the provisions of Regulation (EU) 2019/1021 on persistent organic pollutants.

## § 14 Safety Regulations

1. Deliveries made by the Supplier shall comply with recognized technical regulations, safety regulations and technical data/limit values which correspond to the state of the art or which exceed it as agreed. DIN, EN, ISO, VDE, EC directives (such as the EC Machinery Directive) and other applicable regulations must be observed in particular.
2. The Supplier undertakes to use only materials that comply with the applicable statutory safety provisions and regulations, in particular for hazardous substances within the meaning of the German Ordinance on Hazardous Substances (Gefahrstoffverordnung). The same applies to environmental protection regulations and regulations relating to electricity and electromagnetic fields.
3. If the Supplier's products do not comply with the requirements set out in paragraphs 1 and 2, TURCK shall be entitled to withdraw from the contract. Any existing claims for damages over and above this shall remain unaffected.
4. Any intended changes to the delivered goods must be notified to TURCK. They require written consent from TURCK.

## § 15 Quality and Documentation

1. The Supplier undertakes to maintain a management system in accordance with DIN EN ISO 9001, 14001 and 50001 throughout the entire business relationship and to take the necessary measures to maintain work safety, to monitor those measures at regular intervals by means of internal audits and to immediately take necessary measures in the event any deviations are identified.
2. TURCK has the right to review the Supplier's quality assurance system at any time given prior notice. The Supplier shall provide TURCK with insight into certification reports, audit reports and testing procedures conducted.
3. The Supplier shall inform TURCK separately in writing of each product change.
4. The scope of delivery shall include, for no extra charge, the product-specific and/or technical documentation, the declaration of conformity as well as other documents and certificates required for the ordered good or its use, as well as the required markings on parts (brands, manufacturer's marks, order codes, article no., serial number etc.) and/or their packaging.
5. The costs for declarations of conformity shall be borne by the Supplier. At TURCK's request, the declarations of conformity must be submitted in German without delay.
6. Irrespective of this, the Supplier must constantly check the quality of the delivered items. The Supplier must notify TURCK immediately of any possible improvements. This applies in particular to safety-relevant components. The Supplier shall be obliged to check the design for manufacturing feasibility and to carry out a plausibility check. The Supplier must notify TURCK immediately of any foreseeable complications or recognizable errors in the specifications.
7. If minimum and/or maximum values of parameters are specified when ordering, the specified maximum values must not be exceeded in any area of the workpiece or product, and the specified minimum values must not be undershot in any case or at any point. This must be ensured and documented by appropriate testing and measurement procedures. TURCK may request disclosure of the results of this review in writing at any time and at no additional cost.

8. The Supplier must subject safety-relevant parts to a documented test. In doing so, the Supplier must specifically record when, in what way and by whom the delivered items have been checked for these characteristics. This also applies to the test results. The tests must be carried out on parts identified as safety-relevant in the product-specific or technical documents, on the basis of separate agreements or whose safety relevance is obvious. The test documents must be kept for 15 years and presented to TURCK free of charge upon request. The Supplier shall, as far as legally possible, bind sub-suppliers to the same obligations by means of a written contract.
9. Insofar as authorities responsible for production safety, production labeling, exhaust gas regulations, etc. require inspection of TURCK's production process and test documentation to verify certain requirements, the Supplier agrees to grant TURCK the same rights in its operations and premises and to provide reasonable support with this.

## § 16 Auditing

1. TURCK shall be entitled to carry out an audit of the Supplier itself or to have it carried out by an expert at its discretion. TURCK customers may also be involved in the audit process. This includes a review of the operating and management systems in accordance with the Supplier's standards specified in § 15, as well as compliance with human rights and environmental expectations and a subsequent evaluation. The findings from this process will be used as the basis for further contract awards and for TURCK's internal classification of operations (rating).
2. TURCK shall be entitled to carry out checks, agreed in advance, on the Supplier's ongoing business operations in order to monitor the management systems in accordance with the standards specified in § 15.
3. TURCK shall have the right to inspect the Supplier's records, provided that it demonstrates a reasonable legitimate interest. Such a legitimate interest exists, in particular, where this can provide insights that allow the necessity and scope of a recall to be evaluated.

## § 17 General Provisions

1. Should the Supplier cease performance, if insolvency proceedings are initiated against the Supplier's assets or if judicial or extrajudicial settlement proceedings are opened, TURCK shall be entitled to withdraw from the non-fulfilled part of the contract.
2. Any individual clause being or becoming invalid shall not affect the validity of the remaining purchasing conditions. The contracting parties are obliged to replace invalid provisions with provisions that are equivalent in terms of economic success. The same shall apply in the event of an omission.
3. The law of the Federal Republic of Germany shall apply. The contractual, procedural and court language is German.
4. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
5. The place of performance and place of jurisdiction shall be TURCK's registered office. However, TURCK may also take legal action against the Supplier at the Supplier's place of business or at the place of performance at its discretion.