

# TURCK GmbH

# TURCK General Terms and Conditions of Contracting

Version 1/2025, valid from 2025-05-10

The following TURCK General Terms and Conditions of Contracting (hereinafter "TURCK General Terms") represent the sole basis for all contracts concluded between a purchaser (hereinafter referred to as: "Purchaser") and **TURCK GmbH**, Mülheim an der Ruhr, (hereinafter referred to as: "TURCK"; Purchaser and TURCK jointly also referred to as the "Parties"), regardless of the sales channel through which the contract is concluded (e.g. webshop, sales call, etc.).

The TURCK General Terms apply exclusively to B2B-business whereas a business customer is considered to be a person in accordance with § 14 BGB (Bürgerliches Gesetzbuch/German Civil Code).

## A. TURCK General Terms and Conditions of Sale and Delivery

Irrespective of the sales channel through which a contract is concluded, the General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry („Grüne Lieferbedingungen“ – GL) for commercial transactions between businesses shall apply.

They can be accessed through the following link and become part of the TURCK General Terms by reference: [https://www.turck.de/static/media/downloads/General\\_Conditions.pdf](https://www.turck.de/static/media/downloads/General_Conditions.pdf)

## B. Additional conditions on confidentiality, IP and data protection

In addition to the provisions under A., the following additional conditions on confidentiality, IP and data protection shall apply to all contracts irrespective of the sales channel through which the contract is concluded:

The Purchaser shall treat all information disclosed to it by or on behalf of TURCK, or acquired by the Purchaser concerning TURCK or its products as TURCK's confidential information and shall not use or disclose this information to third parties.

"Confidential Information" in accordance with these TURCK General Terms shall also include, but not be limited to:

- (i) any information provided pursuant to or in the context of any agreement between the Purchaser and TURCK, including any information already provided prior to entering into any agreement;
- (ii) the existence and content of this agreement and the existence and content of discussions or other communications between the Parties;
- (iii) all information of any kind about TURCK, its business and its activities and/or products, including information and related data on financial performance, suppliers, customers, personnel and any other relationship, whether in writing, on disk or in electronic format;
- (iv) analyses, compilations, studies and other material containing or otherwise reflecting the information referred to in (i) and/or (ii) above;

- (v) any personal data within the meaning of the General Data Protection Regulation (EU) 2016/679 contained in documents both print and electronic;
- (vi) any information communicated to the Purchaser or its representatives by TURCK or its representatives and/or positions taken during negotiations;
- (vii) any information acquired by TURCK or its representatives, during or in the course of negotiations, whether written, oral or electronic, that is designated, in writing or by any other means, as confidential, or that should otherwise reasonably be considered or identified as confidential.

Confidential Information in accordance with these TURCK General Terms shall not comprise such information

- (i) which is or becomes publicly available for any reason without involving a breach of these TURCK General Terms or any other agreement; or
- (ii) which has been brought to the attention of the Purchaser by any person (other than TURCK), provided that such person is not prohibited from disclosing such information under any contractual or other legal obligation to TURCK; or
- (iii) which is independently acquired or developed by the Purchaser without violating any of its obligations under these TURCK General Terms or any other agreement; or
- (iv) the disclosure of which has been expressly authorized, in advance and in writing, by TURCK.

The Purchaser is prohibited from reverse engineering any of the products it receives from TURCK or that are property of TURCK. Reverse engineering is the process of analyzing a product, system, or component to understand its design, functionality, and workings by deconstructing or dissecting it and with the intention to extract information, replicate functionality, or derive insights that are not readily available from documentation or other resources.

TURCK processes personal data of its business partners, customers, etc. within the framework of the applicable law, namely the General Data Protection Regulation (EU) 2016/679 and the national implementing legislation. Further information regarding the processing of personal data is available at: <https://www.turck.de/en/privacy-statement-2878.php>.

## C. Webshop Exclusive Terms and Conditions

In addition to the provisions as described under **A.** and **B.** the following Webshop Terms and Conditions shall only apply when concluding a contract using the TURCK Webshop (hereinafter "TURCK Shop").

**By using this webshop, you are bound by the terms and conditions below.**

### Article I. General

1.1 TURCK has developed this webshop in which a business customer can place an order and/or make a purchase for products listed or otherwise promoted for sale in the TURCK Shop at <https://shop.turck.de/>.

A **business customer** is considered to be: any natural or legal person who acts in the course of his profession or business (hereinafter: the Purchaser).

1.2 In addition to the above-mentioned general terms and conditions (**A.**, **B.**), these additional terms and conditions (**C.**) apply to purchases made via the TURCK Shop. In the event of any conflict, these additional terms and conditions shall apply.

1.3 TURCK reserves the right to amend these terms and conditions at any time. TURCK will announce the changes by email at least thirty days before they take effect. If the Purchaser does not wish to accept a change, the Purchaser can terminate the agreement until the date of entry into force. Use of the TURCK Shop after the date of entry into force constitutes acceptance of the amended terms and conditions.

### Article II. Agreement & Registration

2.1 Orders are deemed to have been placed by authorized representatives of the Purchaser.

2.2 If the Purchaser makes an offer to purchase electronically, TURCK will immediately acknowledge receipt of the offer by electronic means, such acknowledgement of receipt however not constituting a conclusion of contract.

A contract shall only be concluded when TURCK issues an order confirmation.

As long as the receipt of the offer has not been confirmed, the Purchaser reserves the right to turn down the order. During the ordering process, TURCK shall be authorized as far as legally permissible to investigate and assess whether the Purchaser is able to meet his payment obligations, but also all other facts and factors which might be relevant as to the responsible conclusion of any agreement.

- 2.3 In order to be able to execute the agreement, the Purchaser must register an account in the TURCK Shop. All information requested on the electronic registration form, such as company, address, contact and payment details, must be provided completely and correctly. If costs arise as a result of incorrect information, e.g. wrong delivery due to the provision of a wrong delivery address by the Purchaser, the Purchaser is obliged to reimburse TURCK for these costs.
- 2.4 The registration and any login details are non-transferable. The Purchaser must keep any login details secret and under no circumstances make them accessible to third parties. If the Purchaser becomes aware that unauthorized third parties have or will become aware of the login details, the Purchaser must inform TURCK immediately. TURCK is entitled to block access to the TURCK Shop in whole or in part in the event of incorrect use, abuse or fraudulent use on the part of the Purchaser, without being obliged to pay any compensation. The Purchaser is liable for all costs and damages resulting from such use or misuse.

### **Article III TURCK Shop**

- 3.1 TURCK maintains the TURCK Shop and makes every effort to keep the information on the TURCK Shop complete, correct and up-to-date. Despite all efforts, technical errors or inaccuracies may occur on the TURCK Shop. TURCK does not accept any liability for damages, costs or losses arising from the use of said incorrect information. TURCK is also not liable for loss or mutilation of data. TURCK strives to correct any errors as quickly as possible.
- 3.2 TURCK strives to ensure that this webshop functions optimally from a technical point of view and to offer a reliable user experience. However, TURCK cannot guarantee the continuous availability, uninterrupted access or error-free operation of the TURCK Shop. Periodic maintenance work, technical problems or unforeseen circumstances may affect the availability and functionality of the TURCK Shop. TURCK also expressly rejects liability for damages, costs or loss caused in this context.
- 3.3 The Purchaser grants TURCK an unlimited and irrevocable license to use the rights to and control over entered data, other than personal data, to improve TURCK's products and services.
- 3.4 If entered data relates to the personal data of a Purchaser, TURCK's privacy statement which can be found here, applies.
- 3.5 TURCK takes reasonable measures to ensure the security of the TURCK Shop and to protect the Purchaser's data. However, TURCK cannot guarantee absolute security against unauthorized access, hacking, data theft, or other forms of cybercrime. The use of the TURCK Shop and the provision of data is at the Purchaser's own risk. TURCK advises the Purchaser to take appropriate security measures, such as the use of strong passwords and the regular updating of devices and software.
- 3.6 To optimize the functionality of the TURCK Shop, TURCK shall be authorized to use external service providers, such as hosting providers, payment gateways and analysis tools. Although TURCK carefully selects partners and cooperates with reliable third-party service providers, TURCK does not have full control over their systems and operations. TURCK rejects any liability for damage, costs or losses caused by technical problems, security breaks or performance problems with such external service providers.
- 3.7. It is the responsibility of the Purchaser to ensure that the devices, software and network connections used are suitable for and meet the requirements for the use of the TURCK Shop. TURCK is not responsible for any technical problems or damage, costs or losses arising from the Purchaser's equipment, software settings or network connections.

### **Article IV. Prices and payment**

- 4.1 TURCK reserves the right to change prices at any time and without prior notice. Although TURCK strives to provide accurate and up-to-date pricing information, prices on the TURCK Shop may not be up-to-date. The final amount for the order is stated during the checkout process, where the Purchaser is given the option to annul the order.
- 4.2 The payment options available in the TURCK Shop are: Invoice, Digital Payment. For the processing of digital payments, TURCK uses the services of Stripe Inc., 354 Oyster Point Boulevard, South San Francisco, California, 94080 USA. The General Terms and Conditions of Stripe Inc. are available at <https://stripe.com/at/legal/end-users>.

### **Article V. Inventory**

- 5.1 The stock indicated on the TURCK Shop is a snapshot in time and serves only as an indication. No rights can be derived from this.

