TURCK
Your Global Automation Partner

Turck Hungary Kft. TURCK General Terms and Conditions of Contracting

Version 1/2024, valid from 1st December 2024

The following TURCK General Terms and Conditions of Contracting (hereinafter "TURCK General Terms") represent the sole basis for all contracts concluded between a Buyer and Turck Hungary Kft., Budapest (company registry no.: Cg.01-09-666923, registered seat: Árpád fejedelem útja 26-28, 1023 Budapest, Hungary; tax nr.: 12328224-2-41; contact email: hungary@turck.com, contact telephone number: +36 1 477 0740; hereinafter "TURCK"), 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. By entering into the contract, the Buyer declares not to be a consumer.

A. TURCK General Terms and Conditions of Sale and Delivery

Irrespective of the sales channel through which a contract is concluded, the [TURCK General Terms] shall apply.

They can be accessed through the following link and become part of the TURCK General Terms by reference: https://www.turck.hu/aszf

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 a contract is concluded:

The Buyer shall treat all information disclosed to it or on behalf of TURCK, or acquired by the Buyer concerning TURCK or the supplies as TURCK´s confidential information and shall not use or disclose the same except:

(a) to the extent necessary in order to make effective use of the supplies;

(b) to obtain professional advice concerning these Terms and Conditions;

(c) to the extent disclosure is required by any law; or

(d) to the extent any relevant information shall become public knowledge other than through the Buyer´s act or omission.

The Buyer is prohibited from reverse engineering any of the supplies.

TURCK processes personal data of its business partners within the framework of applicable law. Further information regarding the handling of personal data is available at: https://www.turck.hu/any

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 Hungary Kft. (hereinafter referred to as: TURCK) has developed this webshop in which a business customer can place an order and/or make a purchase for ..... (products).

1.2 In addition to the above-mentioned general terms and conditions (A., B.), these additional terms and conditions apply to purchases made via TURCK's online 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 customer does not wish to accept a change, the customer can terminate the agreement until the date of entry into force. Use of the webshop after the date of entry into force constitutes acceptance of the amended terms and conditions. The general terms and conditions of the customer shall not apply to the terms, agreement or any order thereunder.

Article II. Agreement & Registration

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

2.2 If the customer has accepted an offer electronically, TURCK will immediately confirm receipt of the acceptance of the offer by electronic means but within 48 hours at the latest.

As long as the receipt of the acceptance has not been confirmed, the customer has the option to dissolve the agreement. During the ordering process, TURCK can investigate within the legal framework whether the customer can meet his payment obligations, but also of all facts and factors that are important for a responsible conclusion of the agreement.

2.3 In order to be able to execute the agreement, the customer must register. 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, the customer is obliged to reimburse TURCK for these costs.

2.4 The registration and any login details are non-transferable. The customer must keep any login details secret and under no circumstances make them accessible to third parties. If the customer becomes aware that unauthorized third parties have or will become aware of the login details, the customer must inform TURCK immediately. TURCK is entitled to block access to the webshop in whole or in part in the event of incorrect use, abuse or fraudulent use on the part of the customer, without being obliged to pay any compensation. The customer is liable for all costs and damages resulting from such use or misuse.

2.5 Before sending the customer's order for the purchase in the webshop, the customer can check the data provided by itself and the information regarding the order. The customer can check, modify and correct such data and information regarding its order before sending its order with the final content.

2.6 The agreement between the parties does not qualify as a written agreement and will not be registered by TURCK. The agreement will not be available after its conclusion. The language of the conclusion of the agreement and the warranty procedure is English and/or Hungarian.

2.7 TURCK declares that TURCK is not subject to any code of conduct regarding e-commerce.

Article III Webshop

3.1 TURCK maintains the webshop and makes every effort to keep the information on the webshop complete, correct and up-to-date. Despite all efforts, technical errors or inaccuracies may occur on the webshop. 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 webshop. Periodic maintenance work, technical problems or unforeseen circumstances may affect the availability and functionality of the webshop. TURCK also expressly rejects liability for damages, costs or loss caused in this context.

3.3 The customer 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 can be traced back to a natural person, TURCK's privacy policy which can be found https://www.turck.hu/ any, applies.

3.5 TURCK takes reasonable measures to ensure the security of the webshop and to protect the customer's data. However, TURCK cannot guarantee absolute security against unauthorized access, hacking, data theft, or other forms of cybercrime. The use of the webshop and the provision of data is at the customer's own risk. TURCK advises the customer to take appropriate security measures, such as the use of strong passwords and the regular updating of devices and software.

3.6 It is the responsibility of the customer to ensure that the devices, software and network connections used are suitable for and meet the requirements for the use of the webshop. TURCK is not responsible for any technical problems or damage, costs or losses arising from the customer'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 webshop may not be up-to-date. The final amount for the order is stated during the checkout process, where the customer is given the option to abort the order.

4.2 The payment options available in the webshop 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 webshop is a snapshot in time and serves only as an indication. No rights can be derived from this.

Article VI. Notifications, grievances

6.1 Notices given by TURCK to customer under these terms by reasonable means will, in principle, be posted on TURCK's website; provided, however, that individual written notice, including emails, shall not be precluded.

6.2 Any inquiries or grievances concerning the webshop and any product thereon or any other communications or notifications from customer to TURCK shall be conducted by using the method separately designated by TURCK in the user interface of the webshop.

6.3 Host service provider's contacts are the following:

Host service provider's name: Spryker Systems GmbH, Julie-Wolfthorn-Straße 1, 10115 Berlin, Deutschland

Registered seat: info@spryker.com

Contact details (email, telephone number): +49 30 2084953 50