TURCK
Your Global Automation Partner

Turck Australia Pty Ltd Exclusive Webshop Terms and Conditions

1.1/2024, valid from 01/06/2024

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").

1. Conclusion of the Contract

(a) Each Order requires that the Buyer previously successfully logs into its Turck Shop customer account.

(b) The Supplies offered by Turck in the Turck Shop do not qualify as offers in the legal sense. They are without obligation unless they are marked as binding. They merely represent an invitation to order the Supplies.

(c) The Buyer is bound to its Order for fourteen (14) days after receipt of the Order by Turck.

(d) Turck will confirm that the Order has been received after its receipt within one (1) working day. Confirmation of receipt does not lead to conclusion of a contract.

(e) The contract comes into being only if Turck sends a confirmation of Order to the Buyer or begins to ship the Supplies ordered.

(f) The language of the contract is English.

2. Prices, Delivery Costs

(a) The prices quoted in the Turck Shop are subject to GST at the relevant applicable statutory rate and are ex works.

(b) The prices shown to the Buyer in the Turck Shop are customer-specific. If agreements on terms and conditions of sale for Supplies have been made between the Buyer and Turck, these are taken into account in the price shown.

(c) The selling price shown excludes freight costs and packaging. A flat rate for freight/packaging is charged which will be shown by Turck to the Buyer on the Order in the Turck Shop prior to despatch.

(d) The Buyer is solely responsible for providing accurate delivery details when placing an Order.

(e) Turck will arrange for the delivery of the Supplies to the Buyer to the delivery location submitted via the Turck Shop order page unless otherwise agreed in writing between Turck and the Buyer.

(f) The Buyer will be charged extra costs for express delivery which will also be shown on the Order prior to despatch.

(g) 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.

(h) 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 Buyer is given the option to abort the order.

(i) Where there is any change in the costs incurred by Turck in relation to the Supplies, Turck may vary its prices for the Supplies in order to take account of any such changes. The Buyer will be notified of such changes to the prices for the Supplies and the Buyer may terminate an Order within two (2) business days of being notified of the price changes if the price exceeds the agreed price by more than 7.5%.

(j) If Turck is also responsible for assembly or erection and unless otherwise agreed, the Buyer shall pay the agreed remuneration and any incidental costs required, e. g. for traveling and transport as well as allowances.

(k) 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.

3. Usage of the Turck Shop

(a) In case the content of the Turck Shop should contain inaccurate information or errors are included in publications, liability only comes into consideration in case of gross negligence of Turck or its employees. All information contained on the Turck Shop were checked with great care for correctness. For any incorrect or incomplete information no liability can be taken over.

(b) Turck does not guarantee that the Turck Shop will be available without interruption. Turck's liability for unavailability is excluded to the extent permitted by law.

(c) The Buyer is responsible for keeping access data to the Turck Shop confidential. If the Buyer violates this obligation and Turck suffers damage as a result, then the Buyermay be held liable.

(d) All rights reserved. Reprinting and reproduction of editorial texts / images including storage and use on optical and electronic data carriers only with the consent of the editors. The whole or partial exploitation of content by unauthorized third parties is prohibited.

(e) Turck takes reasonable measures to ensure the security of the Turck Shop and to protect the Buyer´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 Buyer´s own risk. Turck advises the Buyer to take appropriate security measures, such as the use of strong passwords and the regular updating of devices and software.

(f) Access to the Turck Shop is also governed by Turck's Website Terms and Conditions outlined in clause 4 of this Part C.

4. Website Terms and Conditions

(a) Terms of Use

(i) The Buyer's use of the Turck Website is conditional upon the Buyer's agreement to, acceptance of and compliance with these Website Terms and Conditions. The Buyer's use of and/or access to the Turck Website constitutes the Buyer's agreement to be bound by these Website Terms and Conditions.

(ii) These Website Terms and Conditions are in addition to any other agreement the Buyer may enter into with Turck, or any third party introduced by Turck, and shall continue to be binding on the Buyer notwithstanding any other

such agreement the Buyer may enter into.

(b) Intellectual Property

(i) All information, text, material, graphics, software and photographs on the Turck Website (materials) are copyright of Turck, its associated companies, suppliers, and/or licensors unless expressly indicated otherwise. The materials are protected by ustralian and international copyright laws.

(ii) The Buyer must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit, distribute or in any way deal with the material except as expressly provided on the Turck Website, or expressly authorised in writing by Turck.

(iii) The Buyer must not use Turck's trade marks, logos or other materials for any purpose without the prior written consent of Turck. (iv) The Buyer may, subject to specific restrictions set out in these Website Terms and Conditions, download material from the Turck Website solely for the Buyer's personal, non-commercial use. The Buyer must not distribute such material in any form to any third party. The Buyer agrees not to change or delete any proprietary notices from any material downloaded from the Turck Website.

(c) Content

(i) The contents on the Turck Website (Content) are for general information purposes only. Any use of Turck's materials or information by another person or organisation is at the user's own risk. Further, Turck does not warrant or make any representations as to the expected results or outcomes to users of Content.

(ii) While care has been taken in preparing the Content on the Turck Website, Turck and its employees, related parties, directors, officers, agents, volunteers, contractors and subcontractors will not accept any liability, including for any loss or damage, resulting from the reliance on the Content, or for its accuracy, currency and completeness.

(iii) The Buyer agrees to be solely responsible for the interpretation and use of any Content that the Buyer receives, communicates or otherwise provides over the Turck Website.

(d) Use and Information

(i) The Buyer agrees to use the Turck Website, including all features and functionalities, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content contained on the Turck Website. The Buyer agrees not to archive, reproduce, distribute, modify, display, perform, publish, licence, create derivative works from, offer for sale, or use (except as explicitly set out in these Website Terms and Conditions) Turck's Content.

(ii) The Buyer also agrees not to, and not to seek to: (A) circumvent, remove, alter, deactivate, degrade or inhibit any of the content protections in the Turck Website; (B) use any robot, spider, scraper or other automated means to access the Turck Website; (C) insert any code or product or manipulate the content of the Turck Website in any way; or (D) use any data mining, data gathering or extraction method on or in relation to the Turck Website.

(iii) The Buyer agrees not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the

Turck Website in any form, including any software viruses or any other computer code, files or programs.

(iv) If the Buyer elects to create an account to access the Turck Website and purchase Supplies, Turck may terminate the Buyer's account (as outlined in clause 4 (k)(i) of this Part A) or restrict the Buyer's use of the Turck Website at any time if the Buyer violates these Website Terms and Conditions or is engaged in illegal or fraudulent use of the Turck Website.

(v) The Turck Website, and Turck accounts, may not be used and accessed by users under 18 years old without parental/guardian permission. In the event that a user is under 18 years old, consent for the user to access the Turck Website and register as a Turck account holder must be provided by the user's parent or guardian upon registering the Buyer's account. The Buyer warrants that any se of the Turck Website by an underage user will be with the consent and supervision of a parent or guardian of that user.

(vi) The Buyer acknowledges and agrees that the representation of Supplies may differ in visual appearance such as colours from the way such products may appear on the Turck Website. Please be aware of this before placing an order for any Supplies from the Turck Website.

(e) Turck Australia Accounts

(i) Use of the Turck Website and any Supplies offered by Turck is governed by these Website Terms and Conditions and other terms and conditions referenced. In order to access and use the Turck Website, the Buyer may be required to register for a Turck Australia account and have access to the internet on the device(s) on which the Buyer wishes to use the Turck Website and any affiliated websites.

(ii) If the Buyer choses to purchase Supplies using the Turck Website, the Buyer agrees to comply with these Website Terms and Conditions as well as the terms and conditions of any merchant or payment gateway. Turck recommends that the Buyer carefully reviews applicable terms and conditions of any merchant or payment gateway.

(f) Disclaimers and Limitation of Liability

(i) To the fullest extent permitted by law: (A) all information and materials on the Turck Website are provided "as is" and without warranty of any kind, express or implied; (B) all implied warranties as to merchantability and fitness for a particular use or urpose are excluded; (C) Turck and Turck's information providers make no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of any information or materials on the Turck Website; (D) Turck makes no warranties in respect of human or machine errors, omissions, delays, interruptions, or losses including but not limited to loss of data; and (E) Turck makes no warranties that the server transmitting information and materials to the Buyer, will be free of infection, viruses or other code that manifest contaminating or destructive properties.

(ii) Further, Turck's liability for the breach of any warranty or condition which cannot by law be excluded shall, at Turck's option, be limited in the case of supplies supplied by Turck to: (A) the supply of the Supplies again; (B) the payment of the cost of having the Supplies supplied again; or (C) the repair of the Supplies.

(iii) Subject to any State or Federal Law, under no circumstances (including but not limited to any act or omission on Turck's part, Turck's servants or agents) will Turck or Turck's associated companies, directors, officer or employees be liable for any indirect, incidental, special or consequential damages or loss of profits whatsoever which result from any use of or access to, or inability to use or access the Turck Website or any content or other materials contained on the Turck Website.

(g) Access and communication

(i) Turck does not provide, and has no control over, communications, networks or goods, the internet or other technology required or used across the Turck Website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

(ii) Details contained on the Turck Website relating to Supplies have been prepared in accordance with Australian law and may not satisfy the laws of another country.

(iii) Turck provides no warranties and cannot guarantee that any file, program, access or use of the Turck Website is free from viruses, malware or other harmful technology or material which could damage or infect the Buyer's data, hardware, software or other equipment. By accessing and using the Turck Website the Buyer assumes all risk in this regard and the Buyer releases Turck from all applicable liability and responsibility.

(iv) The Buyer is solely responsible for the protection of any usernames and passwords the Buyer may use in relation to the Turck Website or any account the Buyer may have with Turck. Turck is not responsible for any damage or unauthorised access to information arising from misuse of the Buyer's passwords, usernames or the Buyer's own or third party computer equipment or networks.

(v) The Buyer agrees that the Buyer shall not use the Turck Website, or attempt to access the Turck Website to: (A) upload or use the Turck Website to provide any material to Turck which is false, misleading or deceptive; (B) post or upload any material which is libellous, defamatory or which discloses private or personal matters concerning any person, or any material, message, data, image or program which is indecent, obscene or pornographic; (C) impersonate any other person; (D) post or transmit any material, message, data, image or program that would violate the property rights of others, including unauthorised copyrighted text, images or programs, trade secrets or other confidential information, or trade or services marks; (E) interfere with other users use of the Turck Website; (F) post or transmit any file or data which contains viruses or any other contaminating or destructive features; (G) post or transmit any message or material which is harmful, threatening, abusive or hateful; (H) post or transmit charity requests, petitions for signature, chain letters or letters relating to pyramid schemes; (I) send any unsolicited mass emailing to other users of the Turck Website; and/or (J) use the Turck Website to conduct any activity or solicit the performance of any activity which is illegal or which infringes the rights of others.

(h) Indemnity The Buyer agrees to fully indemnify and hold harmless Turck, its directors, officers, directors, employees, consultants, agents and affiliates in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following: (i) any breach of these Website Terms and

(i) Links

(i) Access to any website which may be reached by the hyperlinks on the Turck Website (linked site) is subject to any notices, including but not limited to copyright notices, which may appear throughout the linked site.

(ii) Accessing a linked site from the Turck Website does not expressly or impliedly constitute any guarantee, undertaking or warranty on the part of Turck as to the safety, accuracy, completeness, copyright status or up-to-date nature of the information contained on the linked site. Turck will not be liable to the reader or any third party for losses, costs, damaged or other expenses incurred as a result of such access and the use of any information contained on a linked site.

(iii) The ability to access a linked site does not: (A) constitute express or implied authority to infringe copyright in any material contained on the linked site; and/or (B) imply any connection, sponsorship or affiliation between the linked site and the Turck Website or Turck.

(j) Privacy Turck's Privacy Policy is set out here: https://www.turck.com.au/en/privacy-statement-2878.php.

(k) Variation and Termination

(i) These Website Terms and Conditions shall continue to have full force and effect until varied or terminated by Turck. Turck reserves the right to terminate the Buyer's access to the Turck Website at any time for any reason. The terms within the Website Terms and Conditions relating to intellectual property, the Buyer's licences to Turck, the indemnity granted by the Buyer, and all disclaimers and limitations of liability shall survive the termination of these Website Terms and Conditions.

(ii) Turck reserves the right to vary these Website Terms and Conditions at any time by posting new or varied terms and conditions on the Turck Website. The Buyer is responsible for reviewing any new or updated Website Terms and Conditions on the Turck Website and the Buyer's continued use of the Turck Website will constitute an agreement to be bound by such updated Website Terms and Conditions.

(l) General

(i) All references in these Website Terms and Conditions to "Turck" include its employees, contractors, directors, officers, servants, agents and related entities.

(ii) The agreement constituted by these Website Terms and Conditions is governed by the laws of the State of Victoria, Australia. The Buyer irrevocably submits to the jurisdiction of the courts of that State.

(iii) If any provision of these Website Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability shall not affect the remainder of the agreement which shall continue to have full force and effect.

(iv) A waiver by Turck of a breach by the Buyer of these Website Terms and Conditions does not amount to a waiver of all breaches by the Buyer, and Turck reserves its rights pursuant to this agreement in respect of any other or further breaches by the Buyer of these Website Terms and Conditions.

(v) If the Buyer has any questions regarding the Turck Website or these Website Terms and Conditions the Buyer may contact Turck at:

(A) Phone: 1300 132566

(B) Email: Turck.Australia@turck.com

(vi) To the extent of any inconsistency between this Part C and any provisions in Part A, this Part C shall prevail.

Last updated: April 2024

ANNEXURE A

If a Buyer would like to be considered for a Turck commercial credit account, it can do so by printing and completing this form (Application Commercial Credit Account Download) and sending it to Turck email address accountsreceivable.australia@turck.com for consideration. Only Buyers who have been formally approved in writing by Turck are able to receive commercial credit terms