

Turck, s.r.o.
TURCK General Terms and Conditions of Contracting to B2B-transactions
(“TURCK General Terms”)

Version 10/2026, valid from 1st of October 2026

These TURCK General Terms are issued by and are the sole basis for all purchase agreements concluded between **Turck, s.r.o.**, with its registered office at Na Brně 2065, 500 06 Hradec Králové, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, Insert No. 8440, Company ID No. 642 56 642, Tel: +420 495 518 766 | Fax: +420 495 518 767 | E-mail: turck-cz@turck.com | Website: www.turck.cz (the “**TURCK**”) as the seller and its business customers (each a “**Customer**”) as a buyer, regardless of the sales channel (e.g., Webshop, sales call).

These TURCK General Terms apply exclusively to B2B (*business to business*) transactions in the field of industrial automation. By entering into a Purchase Agreement (as defined below), the Customer represents that it is not a consumer within the meaning of the Civil Code.

Unless expressly provided otherwise, any reference to an Article or Annex is a reference to an Article or Annex of these TURCK General Terms.

The current version of these TURCK General Terms is available at: <https://www.turck.com/cz/en/company/terms-and-conditions>

TURCK General Terms consist of: (i) the TURCK GTC of Sale and Delivery (Part A.), (ii) the Additional Conditions on Confidentiality, IP and Data Protection (Part B.), and (iii) the Webshop Terms (Part C.) (all terms as defined below).

Each of Parts A.–C. is incorporated by reference into these TURCK General Terms.

Unless stated otherwise, and in addition to the terms defined above, the following capitalised terms have the meanings set out below in these TURCK General Terms including Parts A.–C.:

- (a) “**Additional Conditions on Confidentiality, IP and Data Protection**” means the additional conditions set out in Part B of these TURCK General Terms and incorporated herein, as amended from time to time.

- (b) **“Civil Code”** means the Act No. 89/2012 Coll., the civil code, as amended.
- (c) **“Customer”** means a natural or legal person acting for purposes of its trade, business or profession that purchases Goods or services from TURCK under a Purchase Agreement.
- (d) **“Delivery”** means delivery by a postal licence holder, by e-mail, to a data mailbox, or by personal service.
- (e) **“Digital Payment”** means the electronic payment methods offered in the Webshop and processed through the payment service provider designated by TURCK (currently, Stripe).
- (f) **“Goods”** means any things and their components in respect of which, under a specific Purchase Agreement, TURCK is to transfer title to the Customer; the Customer undertakes to pay the agreed purchase price for such things and to duly take delivery of them.
- (g) **“Order”** means a Customer’s order for Goods submitted through the Webshop or via any other sales channel.
- (h) **“Order Confirmation”** means TURCK’s confirmation acknowledging acceptance of an Order, Delivered to the Customer (including by electronic means).
- (i) **“Purchase Agreement”** means the sale and purchase agreement for the Goods concluded at the moment the Customer receives TURCK’s Order Confirmation acknowledging acceptance of the Order, or by signing any other document which, under these TURCK General Terms, establishes a contractual relationship between TURCK and the Customer relating to the sale and purchase of the Goods.
- (j) **“Third-Party Service Providers”** means external providers used to operate or support the Webshop, including hosting/cloud, telecom/internet, payment gateways and analytics providers.
- (k) **“TURCK GTC of Sale and Delivery”** means the TURCK General Terms and Conditions of Sale and Delivery referred to in Part A of these TURCK General Terms and incorporated herein by reference: <https://www.turck.com/cz/en/company/terms-and-conditions>, as amended from time to time.
- (l) **“User Account”** means the Customer’s account created for access to and use of the Webshop.

- (m) **“Webshop”** means TURCK’s business-to-business online store through which a Customer may place Orders and conclude Purchase Agreements with TURCK.
- (n) **“Webshop Terms”** means the Webshop Exclusive Terms and Conditions i.e. the additional terms set out in Part C. of these TURCK General Terms and incorporated herein, as amended from time to time, which apply where a Purchase Agreement is concluded using the Webshop.

Unless expressly provided otherwise, in these TURCK General Terms and any Purchase Agreement concluded hereunder:

- (a) any capitalised term not defined in Part A. or, as applicable, in Part B. or Part C. of these TURCK General Terms has the meaning given in the TURCK General Terms;
- (b) a reference to a law or regulation is a reference to that law or regulation as in force and amended from time to time (including any subordinate legislation);
- (c) any reference to the Purchase Agreement is a reference to the Purchase Agreement concluded pursuant to and incorporating these TURCK General Terms (Parts A–C, as applicable), as in force at the time of the relevant Order Confirmation; and
- (d) singular includes plural and vice versa (and any gender includes all genders).

A. PART A TURCK GTC OF SALE AND DELIVERY

TURCK GTC of Sale and Delivery, that are to be found using <https://www.turck.com/cz/en/company/terms-and-conditions>

By submitting of an Order, the Customer agrees to these TURCK General Terms and TURCK GTC of Sale and Delivery under Part A. hereto.

B. PART B. ADDITIONAL CONDITIONS ON CONFIDENTIALITY, IP AND DATA PROTECTION

Unless stated otherwise, the capitalised terms not defined in these Additional Conditions on confidentiality, IP and data protection have the meanings set out in TURCK General Terms.

In addition to the provisions under Part 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 Customer shall treat all information disclosed to it or on behalf of TURCK, or acquired by the Customer concerning TURCK or the Goods and its 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 Goods;
- (b) to obtain professional advice concerning TURCK General Terms including its Part A. to C.;
- (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 Customer's act or omission.

The Customer shall not reverse engineer, decompile or disassemble the Goods (including embedded software/firmware) to derive design, source, algorithms, interfaces or know-how, except to the limited extent mandatorily permitted by applicable law.

TURCK processes personal data in accordance with applicable law and its Privacy Statement available at: <https://www.turck.com/cz/en/company/compliance>

C. PART C Webshop Exclusive Terms and Conditions

1 General

- 1.1 Unless stated otherwise, the capitalised terms not defined in these Webshop Terms have the meanings set out in TURCK General Terms.
- 1.2 In addition to Parts A. and B., these Webshop Terms (Part C) apply only when a Purchase Agreement is concluded using the Webshop. By using the Webshop, the Customer agrees to these Webshop Terms.

- 1.3 In the event of any conflict between Part A. of TURCK General Terms and these Webshop Terms, the Webshop Terms prevail for Webshop transactions.
- 1.4 TURCK has developed Webshop as is further described below in which a Customer, being the **business customer** can place an order and/or make a purchase for products.
- 1.5 The Webshop is available solely to Customers (i.e., persons acting for purposes of their trade, business or profession). By using the Webshop or placing an Order, the Customer represents that it is not a consumer and authorises TURCK to verify business status (e.g., VAT ID, TAX ID, registration). TURCK may refuse or cancel Orders where consumer use is suspected.

2 Agreement & Registration

- 2.1 In order to be able to place Orders through the Webshop and execute the Purchase Agreement, the Customer must register and create an User Account.
- 2.2 All information requested on the electronic registration form, such as company, address, VAT/TAX ID, contact and payment details, administrator name must be complete and accurate. If costs arise as a result of incorrect information, the Customer is obliged to reimburse TURCK for these costs. In the course of registering on the Webshop and creating an User Account, the Customer represents and confirms that its administrator is duly authorised (and, if expressly authorised by the Customer), may bind the Customer.
- 2.3 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.
- 2.4 TURCK may suspend or cancel the Customer's User account, in particular if: the Customer has not used the account for more than twelve (12) months; the Customer breaches its obligations under a Purchase Agreement; the Customer is not a business Customer; or if the Customer is repeatedly in default with any obligations under TURCK General Terms or a Purchase agreement.

- 2.5 Cancellation or suspension of the account does not affect the Parties' rights and obligations arising from already concluded Purchase Agreements. Orders are deemed placed by authorised representatives of the Customer.
- 2.6 The Webshop content constitutes an invitation to treat; the Customer's submission of an Order does not conclude a Purchase Agreement. Until the Order Confirmation is issued, the Customer may withdraw its Order. 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 such as the availability of the ordered Goods and their purchase price. The Purchase Agreement is concluded at the moment the Customer receives the Order Confirmation.
- 2.7 TURCK will confirm receipt of the Order without undue delay. The Customer agrees that, without any adverse consequences for TURCK, the Order may be partially accepted/fulfilled due to the unavailability of the Goods at TURCK stocks; TURCK shall inform the Customer thereof no later than on the date the Order is received; in such case, the Purchase Agreement is concluded to that extent pursuant to Part A, Articles 2.4 and 2.6 of TURCK GTC of Sale and Delivery.

3 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 is not liable for any damages, costs or losses arising from the use of said incorrect information except for where liability cannot be excluded under mandatory law. 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 operates optimally from a technical point of view and that it provides 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 a non-exclusive, worldwide, royalty-free licence to use, copy, store, analyse and create derivative works from non-personal data the Customer intentionally enters into the Webshop for the purposes of operating the Webshop and improving the TURCK's products and services.

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The Customer warrants it has the rights necessary to grant this licence and that such data do not infringe third-party rights. This Article does not apply to personal data, Confidential Information or trade secrets, which are handled under Part B and the Privacy Statement in Part B hereto.

- 3.4 If entered data relate to an identifiable natural person, the Privacy Statement referenced in Part B hereto applies:
<https://www.turck.com/cz/en/company/compliance>
- 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 To optimize the functionality of the Webshop, TURCK uses 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 To optimize the functionality of the Webshop, TURCK uses 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. By using the Webshop, the Customer acknowledges and agrees that, to the maximum extent permitted by law, TURCK assumes no liability for any damage, costs or losses arising from (a) outages, delays, errors or other technical or performance issues of any third-party service providers (including telecom, internet, hosting/cloud, payment or authentication providers), or (b) security breaches, malware, misconfiguration, loss of credentials, insufficient permissions, connectivity failures or other defects in the Customer's own systems, networks, devices or software.
- 3.8 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.

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- 3.9 The Customer consents, within the meaning of Section 7(2) of Act No. 480/2004 Coll., as amended, to the TURCK sending commercial (marketing) communications to the Customer's e-mail address or telephone number. The Customer may withdraw consent at any time, free of charge, e.g. by using the unsubscribe link or by contacting the Company at the address stated in the Privacy Statement.

4 Prices and payment

- 4.1 Prices displayed in the Webshop are indicative. 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 purchase price and all charges are those stated in the Order Confirmation; Part A - TURCK GTC of Sale and Delivery, Articles 2.4, 2.6 and 7.5 apply accordingly.
- 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>.

5 Inventory

- 5.1 The stock indicated on the Webshop is a snapshot in time and serves only as an indication. The display of stock on the Webshop is informational only and does not constitute an offer within the meaning of Section 1732(2) of the Civil Code. No rights can be derived from this.
- 5.2 Despite the due care devoted to the description of the relevant Goods on the Webshop, the description of the Goods may be incomplete or incorrect; in such a case, the description will be corrected and TURCK shall not be liable for any outdated or incorrect description visible on the Webshop.

TURCK reserves the right to amend TURCK General Terms, including the Part A: TURCK GTC of Sale and Delivery, the Part B: the Additional Conditions on confidentiality, IP and data protection and/or the Part C: the Webshop Terms at any time.

TURCK will announce the changes by email at least thirty (30) days before they take effect. If the Customer does not wish to accept a change, he or she can terminate any on-going business relationship (except for transaction established by the Purchase Agreement where he or she made a payment for the Goods already)

affected by the change until the date of entry into force of amended TURCK General Terms.

These TURCK General Terms including its Part A., B. and C. hereto are issued in Czech and English. In case of any discrepancy or ambiguity, the Czech versions prevail; the English version is for convenience only.