

1. Part A. TURCK GTC of Sale and Delivery

- 1.1 These TURCK GTC of Sale and Delivery are issued by **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, and form the basis for all deliveries of Goods by TURCK to Customers regardless of the sales channel (e.g., Webshop, sales call).
- 1.2 Unless stated otherwise, and in addition to the terms defined above, the capitalised terms not defined in these TURCK GTC of Sale and Delivery have the meanings set out in TURCK General Terms.
- 1.3 TURCK reserves the right to amend TURCK GTC of Sale and Delivery 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.
- 1.4 In addition to TURCK GTC of Sale and Delivery, Part B.: Additional Conditions on confidentiality, IP and data applies and the Part C: Webshop Terms applies when a Purchase Agreement is concluded using the Webshop. By using the Webshop, the Customer agrees also to the Webshop Terms.
- 1.5 In the event of any conflict between the TURCK GTC of Sale and Delivery and the Webshop Terms under Part. C to the TURCK General Terms, the Webshop Terms under Part C. prevail for Webshop transactions, while Conditions on confidentiality, IP and data protection under the Part B. shall apply to all contracts irrespective of the sales channel through which a contract is concluded.

2. Conclusion of the Purchase Contract

- 2.1 By entering into a Purchase Agreement (i.e. by the Customer's receipt of the Order Confirmation) or by signing any other document which, under these TURCK GTC of Sale and Delivery, establishes a contractual relationship between TURCK and the Customer, the person acting for the Customer confirms that they understand and accept these TURCK GTC of Sale and Delivery in full. Unless the Purchase Agreement expressly provides otherwise, these TURCK GTC of Sale and Delivery form an integral part of every Purchase Agreement. Where a Purchase Agreement is concluded using the Webshop, the Webshop Terms likewise form an integral part of the Purchase Agreement; in all cases, the Additional Conditions on Confidentiality, IP and Data Protection under Part B. apply as incorporated by reference. Any deviating written arrangements between TURCK and the Customer shall prevail over these TURCK GTC of Sale and Delivery (and, as applicable, over the Webshop Terms and/or the Additional Conditions) to the extent of any conflict.
- 2.2 An Order constitutes an offer by the Customer to enter into a Purchase Agreement and must be Delivered to TURCK. A Purchase Agreement is concluded only when the Customer receives TURCK's Order Confirmation (including by electronic means). In the Order the Customer must specify at least his/her billing details, specification of the Goods, quantity and delivery period.

- 2.3 The Customer may place an Order via the Webshop or through other sales channels (e.g., e-mail, in person, fax). Based on the Order, TURCK issues an Order Confirmation stating in particular:
- (a) identification of TURCK and the Customer;
 - (b) the Order number;
 - (c) specification of the Goods, quantity and prices;
 - (d) delivery period;
 - (e) delivery method; and
 - (f) method of payment and due date of the purchase price.
- 2.4 After Delivery of the Order Confirmation—i.e., after conclusion of the Purchase Agreement—the Customer may, within 24 hours of receipt of the Order Confirmation, request a change or cancellation. Unless these TURCK GTC of Sale and Delivery provides otherwise, TURCK may accept, reject or condition such request at its discretion; any change or cancellation is effective only upon TURCK's written confirmation.
- 2.5 A Purchase Agreement is deemed concluded when the Customer receives TURCK's Order Confirmation. From that moment, the parties' rights and obligations arise as defined in the Purchase Agreement and these TURCK GTC of Sale and Delivery, which form its integral part. The conclusion of a any purchase agreement without agreement on all essentials is excluded within the meaning of Section 1726 of the Civil Code. Until conclusion, TURCK may terminate negotiations at any time and shall not be liable if no contract is concluded. Pursuant to Section 1740(3) of the Civil Code, TURCK excludes acceptance of any Order with an addendum or deviation; any acceptance by the Customer that refers to the Customer's own general terms and conditions (even in part) shall be ineffective, unless expressly accepted in writing by TURCK. Section 1751(2) of the Civil Code does not apply.
- 2.6 The Customer may cancel an Order without cause at any time before the issuance of the Order Confirmation. After issuance of the Order Confirmation (i.e., after conclusion of the Purchase Agreement), the Customer may request cancellation within 24 hours of Delivery of the Order Confirmation. After that period, any cancellation (if accepted by TURCK) entails a cancellation fee of 30% of the purchase price of the Goods. Any cancellation is effective only upon TURCK's written confirmation.
- 2.7 TURCK may refuse to accept any Order at its discretion and is not obliged to state reasons.

3. Transfer of Title

- 3.1 Title to the Goods remains with TURCK until the purchase price has been paid in full.
- 3.2 TURCK may deliver the Goods in partial deliveries before the agreed delivery date and may issue partial invoices.
- 3.3 The Customer shall, without undue delay, inform TURCK of any circumstance that could jeopardise its financial stability or ability to perform its obligations, in particular the commencement of insolvency proceedings, a decision on bankruptcy, or the commencement

of any court, arbitral or administrative proceedings against the Customer that could jeopardise its due and timely performance.

- 3.4 The Customer may not assign any receivable (or part thereof) arising from the Purchase Agreement to a third party without TURCK's prior written consent.

4. Delivery Terms

- 4.1 The Goods shall be delivered to the Customer within the period and in the manner set out in the Order Confirmation. A delivery note and invoice/tax document shall be attached. TURCK may reasonably extend the delivery period if its suppliers delay delivery of the ordered Goods, but must inform the Customer thereof without undue delay.
- 4.2 Any delivery date stated in TURCK's offer (if any) is indicative and preliminary, as it depends on circumstances beyond TURCK's control. TURCK undertakes to use reasonable efforts to deliver within the said period, or, if none is stated in the Order confirmation, within a usual period, but is not liable for damage caused by delay in delivery. A delay of less than one hundred and twenty (120) calendar days is not deemed a material breach of the Purchase Agreement.
- 4.3 If TURCK fails to meet the delivery period stated in the Order Confirmation and does not deliver within thirty (30) calendar days after expiry of that period, the Customer shall fix a reasonable additional delivery period of at least one hundred and twenty (120) calendar days. If, for reasons on TURCK's side, TURCK still fails to deliver within that new period, the Customer may withdraw from the Purchase Agreement to the extent of the delayed/non-performable delivery.
- 4.4 There is no delay on TURCK's side if performance is prevented by the Customer's delay, by acts or omissions of a third party, or if a case under Article 10 (Force Majeure) occurs; in such cases the delivery period is extended appropriately, including where the cause arises after expiry of the agreed delivery period.
- 4.5 If TURCK delivers a greater quantity of Goods than agreed the excess shall be deemed offered for sale on the same terms as in the respective Purchase Agreement and shall be purchased if the Customer does not reject the excess within three (3) days.
- 4.6 The delivery period is extended if the Customer changes the original Order or is in delay with its obligations (in particular, provision of necessary documentation, agreed payments/security, or works the Customer is responsible for).

5. Warranty

- 5.1 Unless the Purchase Agreement provides otherwise, TURCK provides a twenty-four (24) month warranty for all Goods.
- 5.2 The warranty period begins on the day the Goods are handed over to and accepted by the Customer.
- 5.3 The warranty does not apply in particular to:
- (a) inappropriate or improper use;

- (b) improper installation or commissioning by the Customer or a third party;
 - (c) normal wear and tear resulting from ordinary use;
 - (d) improper handling;
 - (e) use of unsuitable operating resources;
 - (f) improvements or modifications carried out improperly;
 - (g) electrical overvoltage;
 - (h) Goods damaged by excessive stress or by use contrary to the conditions in the documentation or general principles; or
 - (i) Goods modified by the Customer (e.g., paint, mechanical changes) where the defect resulted from such modification.
- 5.4 Data in offers, drawings, or descriptions of the Goods concerning quantity, intended use, dimensions or other properties do not constitute warranties (unless expressly agreed otherwise in writing by the parties).
- 5.5 The remedies under Article 6.6 (repair or replacement) are the Customer's exclusive remedies for defects, unless mandatory law provides otherwise.
- 5.6 Unless agreed otherwise, warranty service is return-to-base; the Customer shall ship the Goods to TURCK at its cost and risk; if the claim is justified, TURCK returns the repaired/replaced Goods at its cost.
- 6. Claims (Complaints)**
- 6.1 The Customer shall report the manifestation of a defect to TURCK without undue delay, but no later than three (3) working days after detection. The report shall be made electronically to TURCK's e-mail address or via the completed "Complaint Report" form available on www.turck.cz. TURCK shall, without undue delay and no later than three (3) working days, confirm registration of the claim by assigning a claim number.
- 6.2 When reporting a defect, the Customer shall state:
- (a) proper identification of the Customer and the place where the defective Goods are located;
 - (b) name and telephone contact of the Customer's employee reporting the defect and authorised to report it;
 - (c) in the written confirmation, the date and time the defect was reported;
 - (d) identification of the Goods, including the number of the delivery note/hand-over protocol or similar document; and
 - (e) description of the defect and the circumstances under which it occurs.

- 6.3 Damage arising during transport shall be claimed against the carrier. The Customer must not accept visibly damaged consignments from the carrier, or must claim damage immediately upon acceptance (in accordance with the carrier's conditions). If the method of transport is agreed on the basis of a specific request by the Customer, the Customer shall bear the risk and any additional costs associated with such method of transport.
- 6.4 As soon as possible after acceptance of the Goods (or the transfer of risk), the Customer shall check the quantity and correct type delivered and may submit claims concerning quantity/incorrect type within three (3) days. After a justified claim is handled, the warranty period is extended by the duration of the claim; for an unjustified claim, it is not extended. The claim duration is counted from the day following the claim submission until the day the claim is settled, i.e., when the Customer was obliged to take back the Goods. Take back shall be further governed by: <https://www.turck.com/cz/en/service/return-service>
- 6.5 TURCK shall, with professional care and within a technically reasonable time, assess the nature of the defect and inform the Customer whether the claim is acknowledged or rejected. If TURCK fails to do so within that time, the claim shall be deemed not acknowledged.
- 6.6 If the Goods have a defect, the Customer may request that it be remedied. At the Customer's option, the Customer may require delivery of new Goods free of defects or repair of the Goods, unless the selected method of remedy is impossible or disproportionately costly compared to the other method; this shall be assessed by TURCK in particular with regard to the significance of the defect, the value the Goods would have without the defect, and whether the defect can be removed by the other method without substantial inconvenience to the Customer. TURCK may refuse to repair the defect if it is impossible or disproportionately costly, in particular with regard to the significance of the defect and the value the Goods would have without the defect.
- 6.7 The Customer shall provide TURCK with all necessary and timely cooperation for proper handling of the claim.

7. Purchase Price of the Goods

- 7.1 Without prejudice to Article 7.5 hereto, the purchase price of the Goods is the price stated in the Order Confirmation, based on TURCK's price list valid on the date the Order Confirmation is issued. Customers are informed on purchase prices on an ongoing basis by price offers. TURCK may charge transport and handling costs, in particular where (i) the Order value is less than CZK 20,000, (ii) at the Customer's request delivery is made via a carrier other than the one usually used by the Customer or by post, or (iii) the Goods are exceptionally heavy or oversized. Such charges shall be stated in the Order Confirmation where reasonably foreseeable.
- 7.2 The Customer shall pay the purchase price and any transport/handling costs on the basis of an invoice/tax document issued by TURCK and attached to the delivery or sent electronically (e.g., by e-mail, or, when using the Webshop, together with the Digital Payment confirmation where applicable). The standard due date is fourteen (14) days, unless the Order Confirmation provides otherwise. Different payment terms may be agreed in the Purchase Agreement. TURCK reserves the right to require prepayment or cash-on-delivery.
- 7.3 The purchase price is deemed paid on the date it is credited to TURCK's bank account (or confirmed as settled by the Digital Payment provider, as applicable).

- 7.4 In the event of delay in payment, TURCK charges default interest of 0.1% per day of the purchase price or its unpaid part for each, even commenced, day of delay.
- 7.5 Price adjustment (increase or decrease).
- (a) TURCK may adjust the price stated in the Order Confirmation if, after the Order Confirmation and until delivery, there is a substantial and demonstrable change in (i) supplier list prices of the Goods or decisive components, or (ii) decisive production inputs (including material, energy or freight).
 - (b) TURCK shall inform the Customer in writing of any adjustment and provide a brief calculation; the adjustment applies only to undelivered Goods.
 - (c) For Orders with a contractual delivery period longer than ninety (90) days from the Order Confirmation, TURCK may alternatively apply its price list valid on the invoice date; in such case, Article 7.5 (b) applies mutatis mutandis.
 - (d) Where the underlying input changes result in a decrease, the price can be adjusted accordingly.
 - (e) This Article 7.5 does not affect Goods already delivered or invoiced.

8. Confidentiality and Protection of Confidential Information

- 8.1 Without prejudice to the Additional Conditions on Confidentiality, IP and Data Protection (Part B.), the parties shall keep confidential all documents, information, project documentation, circumstances and data they provide each other under the Purchase Agreement. This does not apply where such confidential documents, information or items are disclosed to third parties in connection with performance of the Purchase Agreement, where necessary or expedient for proper fulfilment.
- 8.2 The parties undertake not to inform third parties of anything related to any agreement between TURCK and the Customer unless the entitled party gives express written consent or disclosure is required by law.
- 8.3 The obligations under this Article 8 survive termination of the Purchase Agreement.

9. Form of Communication

- 9.1 All acts under this Agreement require written form, which includes (i) an instrument signed by an authorised representative being also the administrator of the User Account, or (ii) e-mail exchanged between the Parties' authorised addresses. Notwithstanding the foregoing, any amendment of the Purchase Agreement or any waiver of rights shall be valid only if set out in a signed written instrument. For the Webshop, electronic form applies in accordance with the Webshop Terms.

10. Force Majeure

- 10.1 The parties are not liable for full or partial non-performance of obligations if caused by force majeure. Force majeure means unforeseeable events occurring after the Order Confirmation that are beyond the parties' control or against which adequate measures cannot be taken, such as strikes, lockouts, war, epidemics, terrorist attacks and other similar events of such

scope that prevent or delay contractual performance. Delays of TURCK's subcontractors caused by force majeure are also deemed force majeure.

- 10.2 A party whose performance has become impossible due to force majeure must inform the other party in writing without undue delay. TURCK shall likewise inform the Customer without undue delay of the occurrence and cessation of force majeure at its supplier.
- 10.3 If force majeure lasts more than six (6) months, the affected TURCK may withdraw from the Purchase agreement without obligation to compensate damage. The Customer may request TURCK to state whether it will withdraw or perform within a reasonable period; if TURCK does not respond within ten (10) working days, the Customer may withdraw from the Purchase Agreement. The Customer may not refuse partial performance made up to that time.
- 10.4 Sections 2006–2008 of the Civil Code shall not apply in cases of force majeure.
- 10.5 Customer assumes the risk of a change of circumstances within the meaning of Sections 1765 and 1766 of the Civil Code.

11. Damages

- 11.1 Liability for damage between TURCK and the Customer is governed by the laws of the Czech Republic, without prejudice to any limitations or exclusions of liability set out in these TURCK GTC of Sale and Delivery and, as applicable, in the Additional Conditions on Confidentiality, IP and Data Protection and/or the Webshop Terms.
- 11.2 TURCK is not liable to the Customer for breach of its obligations if caused by delay or other breach by TURCK's suppliers or manufacturers.
- 11.3 TURCK is not obliged to compensate indirect or consequential damage caused in connection with the Purchase Agreement. As indirect and consequential damages are deemed in particular lost profit, costs associated with inability to use the Goods, costs of arranging substitute deliveries, or damage resulting from late delivery.
- 11.4 Only actual damage is compensable; lost profit and other types of damage are not. Damage is compensated preferably in money.
- 11.5 Save for wilful misconduct or gross negligence and liabilities that cannot be limited by law, the TURCK's aggregate liability arising out of or in connection with a Purchase Agreement is limited to the price paid for the defective Goods giving rise to the claim (or, for Webshop transactions, the total price under the relevant Order).

12. Governing Law and Dispute Resolution

- 12.1 The contractual relationship between TURCK and the Customer is governed by the laws of the Czech Republic. All disputes arising out of or in connection with the contractual arrangements between **TURCK** and the Customer shall be resolved primarily by mutual agreement. Disputes not resolved amicably between **TURCK** and the Customer as contracting parties arising from the Purchase agreement that are not resolved amicably and whose are not within the competence of the relevant administrative authority under Act No. 127/2005 Coll. shall be decided in arbitration under Act No. 216/1994 Coll. by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic, in accordance with its Rules, by three arbitrators. The place of arbitration is

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Hradec Králové. The arbitral award is final and enforceable. If the parties do not agree on the arbitrators within thirty (30) calendar days, the dispute shall be submitted to the competent court under Act No. 99/1963 Coll., the Civil Procedure Code. The costs of arbitration are governed by the Arbitration Court's Rules on Costs of the Arbitration Court, which form an annex to the Rules of the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic. The language of the arbitration is Czech. For interpretation issues with regard to the contract text, the parties have agreed on the Czech version. The parties undertake to comply with the arbitral award voluntarily; otherwise, it may be enforced by a court.

13. Final Provisions

- 13.1 TURCK processes all personal data provided by the Customer in connection with the Purchase Agreement in compliance with applicable data-protection law (and as further set out in the documents referenced in Part B.).
- 13.2 Legal relations between TURCK and the Customer are always assessed according to the provisions of the TURCK GTC of Sale and Delivery valid at the time the relevant Purchase agreement is concluded.
- 13.3 The Customer has been duly acquainted with these TURCK GTC of Sale and Delivery, agrees with them, and confirms such agreement by placing an order for the Goods and accepting the Order Confirmation.
- 13.4 TURCK may unilaterally set off or assign any of its claims against any claims of the Customer (including claims for a refund of the purchase price). The Customer may not set off or assign any of its claims without TURCK's prior written consent, except where non-excludable by mandatory law.
- 13.5 These TURCK GTC of Sale and Delivery are issued in Czech and English. In case of any discrepancy or ambiguity, the Czech version prevails; the English version is for convenience only.
- 13.6 These TURCK GTC of Sale and Delivery are valid and effective from 1st of November 2025 and supersede the previous wording of the TURCK GTC of Sale and Delivery.