TURCK Australia Pty Ltd
TURCK General Terms and Conditions of Contracting

Version 1.1/2024, valid from 01/06/2024

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 Australia Pty Ltd** (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. Turck may update these TURCK General Terms from time to time.

A. TURCK AUSTRALIA PTY LTD SUPPLY TERMS AND CONDITIONS

Irrespective of the sales channel through which a contract is concluded, the following TURCK AUSTRALIA PTY LTD SUPPLY TERMS AND CONDITIONS shall apply and form part of the TURCK General Terms by reference.

1. Definitions

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth) or equivalent State or Territory laws;

Buyer means the person, business, company or entity, jointly and severally if there is more than one, acquiring Supplies from Turck;

GST means Goods and Services Tax payable pursuant to the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time);

Insolvency Event means the happening of any of the following events in relation to the Buyer:

(a) being a company, the appointment of an administrator or controller (within the meaning of section 9 of the Corporations Act 2001 (Cth)) or receiver or provisional liquidator or liquidator over the relevant company, the directors of the relevant company resolving that the company be wound up, the making of an order of a Court that the company be wound up or the company being deregistered for any reason or anything analogous to or having a similar effect under the law of any relevant jurisdiction; or

(b) being an individual, the appointment of a trustee or controlling trustee (within the meaning of the Bankruptcy Act) over the affairs of the person, or the person being an insolvent under administration (as defined under the Corporations Act 2001 (Cth));

Supplies means the goods offered by Turck to the Buyer;

Supply Terms and Conditions means these Supply Terms and Conditions which incorporate the Turck's Privacy Policy found under **B** below and other documents referred to within these Supply Terms and Conditions;

Turck Webshop means the e-store owned and operated by Turck via the website at the URL [https://shop.turck.com.au/en]; and

Turck Website means the website at the URL, https://www.turck.com.au/en/, and any website that operates from that URL, including the Turck Webshop.

2. Basis of Contract

Turck will supply the Supplies to the Buyer subject to these Supply Terms and Conditions unless otherwise specifically agreed in writing between Turck and the Buyer. These Terms and Conditions apply to the exclusion of any other agreement or conditions of purchase or other terms that the Buyer may submit with an Order (as defined below) or otherwise to Turck.

3. Ordering of Supplies

(a) Unless in accordance with the provisions as described under **C**, the Buyer will order Supplies from Turck as follows:

(i) Quotation: A Buyer may request a quotation for Supplies ("Quotation"). Any Quotation provided by Turck to the Buyer must be in writing to be valid. A Quotation may include a time period in which the Quotation will be valid for.

(ii) Order Request: Based on the information set out in a Quotation, the Buyer may issue an order to Turck by phone, fax or email setting out the Supplies that the Buyer wishes to order including details of the number of units and the parts or products to be ordered and any other specific details in respect of the Supplies ("Order Request"). The Order Request must be made by a duly authorised representative of the Buyer who is able to bind the Buyer.

(iii) Order Confirmation: Turck reserves the right, at its sole discretion, to accept or reject any Order Request in part or in its entirety. If Turck decides to accept an Order Request, Turck may issue in writing to the Buyer a confirmation ("Order Confirmation"). Once the Order Confirmation has been issued by Turck to the Buyer, the Buyer will be deemed to have placed an order for the Supplies ("Order") and the Buyer must pay for and accept delivery of the Supplies subject to these Supply Terms and Conditions.

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

(c) Other than for defective Supplies, Turck does not accept the return of any Supplies, including any unsold Supplies so Buyers should carefully place any Order.

(d) Turck reserves the right to discontinue any Supplies or lines of Supplies at its sole and absolute discretion.

(e) Turck reserves the right to refuse to sell Supplies to any Buyer where Turck suspects or is aware that sale of the Supplies to the Buyer (or any entity associated with the Buyer) is or may be prohibited by law.

4. Price

(a) Unless otherwise agreed in writing, the price payable for the Supplies shall be the price set out in the Order Confirmation. Turck will issue an invoice to the Buyer setting out the amount payable by the Buyer for the Supplies ("Invoice").

(b) The price for the Supplies excludes GST.

(c) In addition to the price payable under clause 4(a) of this Part **A**, the Buyer, upon provision of an Invoice by Turck, must pay to Turck any GST in respect of any taxable supply made by Turck under these Supply Terms and Conditions.

(d) The costs of insurance, delivery, carriage, packaging and any other expense incurred in delivering the Supplies to the Buyer will be borne by the Buyer. Such additional costs will be advised to the Buyer.

(e) 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 2 business days of being notified of the price changes if the Buyer does not accept the changes to the prices.

5. Payment Terms - Credit Facility

(a) For Buyers who are approved to receive credit terms from Turck, the Buyer must pay each Invoice in full within 30 days from the end of month from the date in which the Invoice was issued.

(b) For Buyers not approved to receive credit terms from Turck, the Buyer must pay each Invoice in full before the Supplies are released to the Buyer or otherwise despatched.

(c) Payment must be made either by cash, credit card or direct deposit or as otherwise specified by Turck.

(d) Turck may transfer or assign any amount owing to Turck by the Buyer to any third party without the prior notification or approval of the Buyer.

6. Payment Default

(a) If the Buyer defaults in payment by the due date of any amount payable to Turck or an Insolvency Event occurs in respect of the Buyer, then all money which would become payable by the Buyer to Turck at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Buyer, and Turck may, without prejudice to any other remedy available to it:

(i) charge the Buyer interest on any money overdue during the period of the default at the rate that is 2% per annum higher than the rate fixed as at the date of the default under Section 2 of the Penalty Interest Rates Act 1983 (Vic) for the period from the due date until the date of payment in full;

(ii) charge the Buyer for all expenses and costs (including legal costs on a full indemnity basis) reasonably incurred by Turck resulting from the default and in taking whatever action it deems necessary to recover any sum due;

(iii) take all necessary action in respect of the Supplies in accordance with clause 0 of this Part **A**;

(iv) cease or suspend for such period as Turck thinks fit, supply of any further Supplies to the Buyer; and

(v) terminate any contract or Order with the Buyer so far as unperformed by Turck, without effect on the accrued rights of Turck under any contract.

(b) Turck reserves the right, at any time and in its absolute discretion, to withdraw credit facilities previously approved or impose conditions on them.

7. No Set Off

The Buyer shall pay any moneys owing to Turck under these Supply Terms and Conditions in full, and shall not set off such moneys against debts or liabilities owed or allegedly owed by Turck to the Buyer.

8. Risk, Delivery and Quality of Supplies

(a) Turck will deliver the Supplies to the Buyer to the delivery location agreed by Turck and set out in the Order Confirmation.

(b) The risk in the Supplies for theft, damage or otherwise in respect of the Supplies will pass to the Buyer immediately upon delivery of the Supplies except in circumstances where the Buyer arranges their own logistics and delivery services.

(c) In circumstances where the Buyer arranges their own logistics and delivery services for the Supplies the subject of an Order, then the Buyer is solely responsible for the freight and insurance costs and the risk in the Supplies passes to the Buyer once the Supplies are onboarded to the Buyer or to the transport, courier or delivery service provider appointed by the Buyer.

(d) All Supplies delivered by Turck to the Buyer shall be deemed to have been received by the Buyer as soon as the delivery docket has been signed by the Buyer, their carrier or agent.

(e) Under no circumstances will Turck be liable for any loss or damage suffered by the Buyer as a result of any late delivery or non-delivery of any supplies.

(f) Any period or date for delivery of the Supplies stated by Turck is intended as an estimate only and is not a contractual commitment. Turck will use reasonable endeavours to meet any estimated dates for delivery of the Supplies.

9. Installation

(a) The Buyer agrees that, regardless of whether installation of the Supplies is performed by Buyer, the Supplies may only be affixed or attached to any real property by the Buyer in accordance with the mechanism prescribed by Turck or the manufacturer (if not Turck).

(b) In installing the Supplies pursuant to this clause 0 of this Part **A**, the Buyer further acknowledges and agrees that the Supplies will not become fixtures or the property of the owner of any real property on which the Supplies are installed, unless the owner of the real property is the Buyer and the right, title and interest in the Supplies has passed to the Buyer in accordance with clause 10(d) of this Part **A**.

10. Retention of Title and Security

(a) For the purposes of this clause, "PPSA" means the Personal Property Securities Act 2009 (Cth) and all regulations made under that Act. All references to sections are to sections of the PPSA.

(b) The Buyer and Turck agree that the Supplies will remain "personal property" as defined by the PPSA at all times, regardless of whether the Supplies have been affixed or attached to any other personal or real property.

(c) If the Supplies are affixed or attached to real property, then for the avoidance of doubt, the Buyer and Turck agree that title in the Supplies does not pass to the owner of the real property, unless the owner of the real property is the Buyer and title in the Supplies has passed to the Buyer in accordance with clause 10(d) of this Part **A**.

(d) The Buyer and Turck agree that all right, title and interest in the Supplies remains with Turck until the Buyer has paid all and any amounts owing to Turck pursuant to any contract made under these Supply Terms and Conditions ("Outstanding Amount").

(e) As security for the Outstanding Amount from time to time the Buyer grants to Turck a security interest in the Supplies.

(f) The Buyer acknowledges and agrees with Turck that:

(i) these Supply Terms and Conditions constitute a security agreement for the purposes of PPSA; and

(ii) Turck may at its discretion register a financing statement in respect of any security interest created by these Supply Terms and Conditions.

(g) The Buyer undertakes to:

(i) sign any and all further documents and provide any and all further information, such information to be complete, accurate and up to date in all respects, which Turck may reasonably require to register a financing

statement or a financing change statement on the Personal Property Securities Register established under the PPSA;

(ii) not register a financing change statement or an amendment demand in relation to any security interest created by these Supply Terms and Conditions without the prior written consent of Turck; and

(iii) give Turck not less than fourteen (14) days prior written notice of any proposed changes in the Buyer's name or any other change in the Buyer's details.

(h) The Buyer agrees that, for the purposes of section 115 of the PPSA, nothing in in sections 95, 121(4), 123, 125, 129, 130, 132(3)(d), 132(4), 135(1) or 143 of the PPSA will apply to these Supply Terms and Conditions, or the security hereunder.

(i) If the Supplies are re-sold prior to payment to Turck of the Outstanding Amount, the Buyer holds the proceeds from the sale of Supplies on trust for Turck. Where the Buyer has mixed or used the Supplies and other materials to create other Supplies, all right title and interest in those other Supplies shall immediately pass to Turck until the Buyer has made full payment to Turck of the Outstanding Amount.

(j) Until the Outstanding Amount has been paid by the Buyer to Turck in full, the Buyer shall keep the Supplies or goods constructed from the Supplies in a fiduciary capacity as bailee for Turck.

(k) Until the date of full payment of the Outstanding Amount the Buyer must store the Supplies clearly identified as the property of Turck and if requested, must supply, within the time specified by Turck, an inventory of all Supplies in the Buyer's possession. The Buyer must allow any representative of Turck access to its premises to conduct any stocktake of the Supplies without notice.

(l) In the event of a default by the Buyer in respect of any of the terms of these Supply Terms and Conditions including the payment of any Outstanding Amount under these Supply Terms and Conditions, Turck has the right (without giving notice) to retake possession of the Supplies and the Buyer authorises Turck or its representative, servant, agent or employee to enter the Buyer's premises upon which the Supplies are housed or stored for the purpose of retaking possession of same. Turck is not liable for any cost, losses, damages, expenses or other monies incurred or lost by the Buyer as a result directly or indirectly of Turck retaking possession of the Supplies. In the event Turck retakes possession of the Supplies, Turck is entitled to sell the Supplies free of any claim from the Buyer.

11. Suitability of Supplies

(a) Any description of Supplies given by Turck is for the purposes of identification only and the Buyer acknowledges that any sale of Supplies under these Supply Terms and Conditions is not a sale by description.

(b) The Buyer acknowledges that it relies entirely upon its own knowledge, skill and judgment and that of its agents and employees in selecting and ordering Supplies from Turck. Turck will not provide any advice, express or implied, as to whether particular Supplies are fit for any purpose, unless expressly agreed in writing signed by Turck.

12. Warranties & Guarantees

(a) Supplies must be used, handled and assembled with due care and in compliance with any instructions given by Turck and/or the manufacturer (if not Turck) otherwise any warranty on the Supplies may be void.

(b) Any change or modification made by the Buyer to the Supplies without the prior written consent of Turck is at the Buyer's sole risk and may void any warranty on the Supplies.

(c) If a Buyer believes that any of the Supplies are defective then the Buyer must adhere to any process that Turck may direct the Buyer to follow to address the defective Supplies claim including providing any evidence of the defect and/or returning the relevant Supplies to Turck.

(d) The Supplies come with guarantees that cannot be excluded under the Australian Consumer Law. The Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Buyer is also entitled to have the Supplies repaired or replaced if the Supplies fail to be of acceptable quality and the failure does not amount to a major failure.

(e) A Buyer making a defect claim can contact customer care as follows:

(i) Turck.Australia@turck.com

(ii) Unit 4, 19-25 Duerdin Street, Notting Hill, VIC 3168; and

(iii) 1300 132 566.

13. Limitation of Liability

(a) Subject to any State or Federal legislation, Turck will not be liable to the Buyer or any other persons under any circumstances for any direct, incidental or consequential loss or damage (including loss or damage caused by negligence or willful acts of default of Turck, or its employees or agents) whatsoever arising from a breach of any of these Supply Terms and Conditions.

(b) Subject to any State or Federal legislation, Turck will not be liable for any costs, claims, damages or demands arising from personal injury, loss or damage to Supplies whatsoever occurring to the Buyer or its employees or agents by reason of:

(i) the Supplies or their design, production or processing;

(ii) the loading and delivery of the Supplies or any failure to deliver or delay in delivering the Supplies;

(iii) any act or omission of Turck or its servants and agents; or

(iv) any statement or representation made by an employee or agent of Turck in respect of the Supplies.

(c) In no case shall Turck be liable for consequential loss or damage.

(d) Turck will not be liable for any loss or damage suffered by the Buyer where Turck has failed to meet any delivery date or cancels or suspends the supply of Supplies.

(e) Nothing in these Supply Terms and Conditions is to be interpreted as excluding, restricting or modifying, or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable, including the Australian Consumer Law (set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), to the sale of Supplies which cannot be excluded, restricted or modified.

14. Indemnity

The Buyer will at all times indemnify Turck, and Turck's officers, employees and agents ("those indemnified") from and against any loss (including legal costs and expenses) or liability, suffered or incurred by any of those indemnified arising from any claim against those indemnified where the claim is referable to:

(a) a breach by the Buyer of its obligations under these Supply Terms and Conditions;

(b) any willful, unlawful, or negligent act or omission of the Buyer; or

(c) loss or damage of a type for which Turck would not have been liable to the Buyer had a claim for defective Supplies been made by the Buyer under these Supply Terms and Conditions.

15. Termination

(a) Turck may terminate any Order immediately by notice in writing ("Notice"):

(i) if the Buyer is in breach of any term of these Supply Terms and Conditions and the Buyer does not remedy any breach within five (5) days of receiving written notification;

(ii) if the Buyer is in breach of any term of these Supply Terms and Conditions which is incapable of being remedied;

(iii) if an Insolvency Event occurs in relation to the Buyer;

(iv) if the Buyer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;

(v) if the Buyer is a company, there is a change in control of the board of directors or the shareholders of the Buyer; or

(vi) if the Buyer ceases or threatens to cease conducting its business in the normal manner.

(b) If Notice is given to the Buyer, Turck may in addition to terminating any Order or other agreements:

(i) repossess the Supplies from the Buyer for which payment has not been received;

(ii) retain any monies paid by the Buyer, and set those off against any Outstanding Amounts;

(iii) be regarded as discharged from any further obligations under these Supply Terms and Conditions; and

(iv) pursue any additional or alternative remedies provided by any State or Federal legislation.

(c) Subject to any State or Federal legislation, Turck may also terminate any Order for any other reason determined by Turck provided that thirty (30) days written notice is given to the Buyer.

16. Potential Claims

If there is any claim or likely claim against Turck in respect of the Supplies which comes to the Buyer's attention (other than a claim by the Buyer against Turck), the Buyer will immediately inform Turck providing full details of the claim or likely claim.

17. Force Majeure

If as a direct or indirect result of natural disaster, pandemic, industrial dispute, accident, government restriction, war, civil disturbance or any other cause, of whatever nature, outside of Turck's control Turck is unable to perform its obligations under these Supply Terms and Conditions, Turck is released from those obligations to the extent of such inability, and the Buyer shall not be entitled to claim compensation for any such failure by Turck to perform its obligations.

18. Modern Slavery

(a) The Buyer warrants that it does not, and will not engage in any modern slavery practices, including:

(i) slavery or forced servitude of any kind;

(ii) trafficking in persons;

(iii) forced, compulsory, bonded, indentured or prison labour;

(iv) debt bondage;

(v) child labour; or

(vi) labour facilitated by any form of coercion or deception.

(b) The Buyer agrees to comply with, warrants that it currently complies with and will continue to comply with, all local laws, regulations, workplace requirements and industry standards that are in place in the countries or regions in which it operates.

(c) The Buyer agrees to provide full transparency to Turck in relation to its supply chains and operations for the purposes of allowing Turck to identify and address its modern slavery risks.

(d) The Buyer confirms that if it is aware of any modern slavery risks in its supply chains and operations, or become aware of such risks, that it will take immediate and appropriate action to mitigate, remediate and address those risks.

(e) The Buyer agrees to immediately notify Turck if it becomes aware or suspects that any entity in the Buyer's supply chain or operations is engaging in modern slavery practices and will cooperate with any Turck investigation of such matters.

19. GST

(a) For the purposes of this clause 18(e) of this Part **A**, a word or expression that is capitalised and is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) has the meaning given in that Act unless defined in these Supply Terms and Conditions.

(b) Unless expressly stated otherwise, all amounts payable under these Supply Terms and Conditions are exclusive of GST.

(c) If anything done under or in connection with these Supply Terms and Conditions constitutes a Taxable Supply from one party to another in respect of which GST is payable, the consideration payable for the supply will be increased by the GST Amount.

(d) A party is not required to make a payment for a Taxable Supply made under or in connection with these Supply Terms and Conditions until it receives a valid tax invoice in relation to that supply.

20. Waiver

Failure by Turck to enforce any of these Supply Terms and Conditions in respect of any breach by the Buyer shall not be construed as a waiver of any of Turck's rights or a waiver of Turck's right to enforce the term in respect of that breach in the future. The only persons authorised to waive a breach by the Buyer are the Managing Director or Chief Financial Officer of Turck and the Buyer shall not seek to rely upon a waiver purportedly given on behalf of Turck by any other person.

21. Governing Law

These Supply Terms and Conidtions shall be governed by and construed in accordance with the laws in force in Victoria, Australia and the Buyer submits to the jurisdiction of the courts of Victoria, Australia.

22. Severance

If any provision of these Supply Terms and Conditions are contrary to any State or Federal legislation (for example by being illegal, void or unenforceable) that provision shall be read down to the extent necessary to become valid and enforceable or, if this is not possible, shall be deemed to be severed from these Supply Terms and Conditions, without affecting the remaining provisions of these Supply Terms and Conditions.

23. Assignment and Novation

Any rights and benefits arising from these Supply Terms and Conditions must not be assigned by the Buyer without Turck's prior written consent. Subject only to notice being given to the Buyer, the Buyer consents to the assignment or novation of these Supply Terms and Conditions by Turck.

24. Buyer Warranty

The Buyer warrants that it has acted reasonably and in good faith to Turck in disclosing to Turck all information which may have materially affected Turck's agreement to supply the Supplies to the Buyer on these Supply Terms and Conditions.

B. ADDITIONAL CONDITIONS ON CONFIDENTIALITY, INTELLECTUAL PROPERTY (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.

All IP (including without limitation any trade marks (registered or unregistered), designs, layouts and confidential information copyright in all plans, drawings, designs and text) which are disclosed to the Buyer by Turck shall be solely owned by Turck and shall be delivered up to Turck by the Buyer immediately on Turck's request. The Buyer acknowledges that no IP licence is granted by these TURCK General Terms.

The Turck Website contains materials including information, text, material, graphics, software and photographs (**Materials**). The Materials are copyright forming the IP of Turck, its associated companies, suppliers, and/or licensors unless expressly indicated otherwise. The materials are protected by Australian and international copyright laws.

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

The Buyer must not use Turck trade marks, logos or other Materials for any purpose without the prior written consent of Turck.

The Buyer may, subject to specific restrictions imposed by Turck from time-to-time, download material from the Turck Website solely for the Buyer's personal, non-commercial use. The Buyer must not distribute such Materials 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.

The Buyer will immediately notify Turck of any actual or potential infringement of Turck's IP rights which comes to the Buyer's attention.

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.com.au/en/privacy-statement-2878.php]

C. EXCLUSIVE WEBSHOP 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").

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 Buyer may 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 Australian 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 use 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 purpose 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 Conditions by the Buyer; or

(ii) the Buyer's access or use of the Turck Website.

(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 the below form 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.

Your Global Automation Partner

TURCK

APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

Turck Australia Pty Ltd (ACN 127 080 639) (Turck')

SCHEDULE

A. BUYER DETAILS (Buyer')		
Legal Entity: (please tick one box) Sole Trader Company Partnership Joint Venture Trust		
(**Sole Trader**) Individual Name:		DOB:
(**Company**) Registered Name:		ACN:
(**Other/Partner/Trust**) Name:		ACN:
Trading Name:		**ABN:**
Authorised Buyer Representative:		
Postal Address:		Postcode:
Trading Address:		Postcode:
Telephone:	Mobile:	Web:
Email:	Accounts email:	
Date business commenced:	Nature of business:	
B. TRADE REFERENCES (Please submit 3 current credit Sellers)		
Company	Accounts email	
C. CREDIT ACCOUNT INFORMATION		
Estimated Monthly Purchases: $_____	Amount of credit required: $_____	
Payment Terms are strictly 30 days end of month.		

Execution

The Buyer acknowledges and agrees that it enters into this commercial credit application form freely and after it has sought legal advice as to the effect, consequences of and obligations created by the commercial credit application form or, having had the opportunity to seek legal advice, determined that such advice was not necessary as it understood the effect, consequences of and obligations created by the commercial credit application form before signing below. The Buyer hereby agrees to be bound by the terms of this commercial credit application form which will apply to all orders of Supplies from Turck.

Company		
Executed in accordance with the *Corporations Act 2001* (Cth), by authority of its Directors		
Director:	**Signed:**	**Date:**
Director/Company Secretary:	**Signed:**	**Date:**
Note: If the Company has more than one director, this commercial credit application form must be signed by two directors or by one director and a secretary, or if it has a sole director who is also the sole company secretary, by that sole director and sole company secretary.		

Individual / Sole Trader		
Name:	**Signed:**	**Date:**
Signed in the presence of:		
Witness:	**Signed:**	**Date:**

Turck Australia Pty Ltd – Company Details

Company Registered and Trading Name Turck Australia Pty Ltd (ABN 82 127 080 639)

Commenced Business Date	16th August 2007
Area of Business	Industrial Automation & Electrical
Australian Office Address	Unit 4, 19-25 Duerdin Street, Notting Hill, VIC 3168
Australian Office Postal Address	PO Box 165, Mount Waverly Business Centre Victoria, 3149
Australian Office Delivery Address	Unit 4, 19-25 Duerdin Street, Notting Hill, VIC 3168
Phone Number	1300 132 566
International Phone Number	+61 3 8544 7200
Accounts Email Address	AccountsReceivable.Australia@turck.com
Sales Email Address	australia@turck.com
Purchasing Email Address	purchasing.australia@turck.com
Website	www.turck.com.au

Banking Details

BNP Paribas

Australian Dollar	Name: Turck Australia Pty Ltd BSB: 222 200 Account Number: 202856001 Swift Code: BNPAAU2S
US Dollar	Name: Turck Australia Pty Ltd BSB: 222 200 Account Number: 202856004 Swift Code: BNPAAU2S
Euro	Name: Turck Australia Pty Ltd BSB: 222 200 Account Number: 202856003 Swift Code: BNPAAU2S
New Zealand Dollar	Name: Turck Australia Pty Ltd BSB: 222 200 Account Number: 202856002 Swift Code: BNPAAU2S