

# GENERAL TERMS AND CONDITIONS FOR THE USE OF THE WEBSHOP OF TURCK MULTIPROX N.V.

Version 1.3.2025

The following TURCK general terms and conditions of contracting (hereinafter "TURCK General Terms") represent the sole basis for all contracts concluded between a business customer and **Turck Multiprox N.V.,** (hereinafter referred to as: "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.

## A. TURCK General Terms and Conditions for the Sale of Electrotechnical Equipment

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

They can be accessed through the <u>following link</u> and become part of the TURCK General Terms by reference.

## B. Additional conditions on confidentiality, IP and data protection

In addition to the provisions under **A**., the following additional conditions on confidentiality, IP and data protection shall apply to all contracts irrespective of the sales channel through which the contract is concluded:

The business customer shall treat all information disclosed to it by or on behalf of TURCK, or acquired by the business customer concerning TURCK or its products as TURCK's confidential information and shall not use or disclose this information to third parties.

Confidential information means, without limiting this enumeration:

(i) Any information provided pursuant to or in the context of any agreement between the business customer and TURCK, including any information already provided prior to the signing of this Agreement;

(ii) The existence and content of this agreement and the existence and content of discussions or other communications between the parties;

(iii) All information of any kind about TURCK, its business and its activities and/or products, including information and related data on financial performance, suppliers, customers, personnel and any other relationship, whether in writing, on disk or in electronic form;

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(iv) Analyses, compilations, studies and other material containing or otherwise reflecting the information referred to in (i) and/or (ii) above;

(v) Any personal data within the meaning of the General Data Protection Regulation contained in documents (paper or electronic);

(vi) Any information communicated to the business customer or its representatives by TURCK or its representatives and/or positions taken during discussions;

(vii) Any information acquired by TURCK or its representatives, during or in the course of discussions, whether written, oral or electronic, that is designated, in writing or by any other means, as confidential, or that should otherwise reasonably be considered or identified as confidential.

Excluded from the above definition of confidential information is information:

(i) Which is or becomes publicly available for any reason without having breached this Agreement; or

(ii) Which has been brought to the attention of the business customer by any person (other than TURCK), provided that such person is not prohibited from disclosing such information under any contractual or other legal obligation to TURCK; or

(iii) Which is independently acquired or developed by the business customer without violating any of its obligations under this Agreement; or

(iv) The disclosure of which has been expressly authorized, in advance and in writing, by TURCK.

The business customer is prohibited from reverse engineering any of the products it receives from TURCK or that are property of TURCK. Reverse engineering is the process of analyzing a product, system, or component to understand its design, functionality, and workings by deconstructing or dissecting it and with the intention to extract information, replicate functionality, or derive insights that are not readily available from documentation or other resources.

TURCK processes personal data of its business partners, customers, etc. within the framework of the applicable law, namely the General Data Protection Regulation (EU) 2016/679 and the national implementing legislation. Further information regarding the processing of personal data is available <u>via this link</u>.

## C. Webshop exclusive Terms and Conditions

In addition to the provisions as described under **A**. and **B**. the following webshop terms and conditions (hereinafter referred to as: "Webshop Terms and Conditions") shall only apply when concluding a contract using the TURCK Webshop (hereinafter "TURCK Shop").

## By using this webshop, you are bound by the terms and conditions below.

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#### Article I. General

1.1 TURCK has developed this webshop in which **a business customer** can place an order and/or make a purchase for products mentioned on the website of <u>Turck Multiprox</u>. A **business customer** is considered to be: any natural or legal person who acts in the course of his profession or business (also known as: the "purchaser").

1.2 In addition to the above-mentioned general terms and conditions (A., B.), the following Webshop Terms and Conditions shall only apply when concluding a contract using the TURCK Shop.

The Turck Multiprox GTCs for the Sale of Electrotechnical Equipment are included in this document by reference under A. and shall also apply to transactions carried out via the TURCK Shop.

1.3 TURCK reserves the right to amend these terms and conditions at any time. TURCK will announce the changes by email at least thirty days before they take effect. If the business customer does not wish to accept a change, the business customer can terminate the agreement until the date of entry into force. Use of the TURCK Shop after the date of entry into force constitutes acceptance of the amended terms and conditions.

## Article II. Agreement & Registration

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

2.2 If the business customer has accepted an offer electronically, TURCK will immediately confirm receipt of the acceptance of the offer by electronic means.

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

2.3 In order to be able to execute the agreement, the business customer must register an account on the website of TURCK. All information requested on the electronic registration form, such as company, address, contact and payment details, must be provided completely and correctly. If costs arise as a result of incorrect information, e.g. wrong delivery due to the provision of a wrong delivery address by the business customer, the business customer is obliged to reimburse TURCK for these costs.

2.4 The registration and any login details are non-transferable. The business customer must keep any login details secret and under no circumstances make them accessible to

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third parties. If the business customer becomes aware that unauthorized third parties have or will become aware of the login details, the business customer must inform TURCK immediately. TURCK is entitled to block access to the TURCK Shop in whole or in part in the event of incorrect use, abuse or fraudulent use on the part of the business customer, without being obliged to pay any compensation. The business customer is liable for all costs and damages resulting from such use or misuse.

#### Article III TURCK Shop

3.1 TURCK maintains the TURCK Shop and makes every effort to keep the information on the TURCK Shop complete, correct and up-to-date. Despite all efforts, technical errors or inaccuracies may occur on the TURCK Shop. TURCK does not accept any liability for damages, costs or losses arising from the use of said incorrect information. TURCK is also not liable for loss or mutilation of data. TURCK strives to correct any errors as quickly as possible.

3.2 TURCK strives to ensure that this webshop functions optimally from a technical point of view and to offer a reliable user experience. However, TURCK cannot guarantee the continuous availability, uninterrupted access or error-free operation of the TURCK Shop. Periodic maintenance work, technical problems or unforeseen circumstances may affect the availability and functionality of the TURCK Shop. TURCK also expressly rejects liability for damages, costs or loss caused in this context.

3.3 The business customer grants TURCK an unlimited and irrevocable license to use the rights to and control over entered data, other than personal data, to improve TURCK's products and services.

3.4 If entered data relates to the personal data of a business customer, TURCK's privacy statement which can be found <u>here</u> applies.

3.5 TURCK takes reasonable measures to ensure the security of the TURCK Shop and to protect the business customer'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 business customer's own risk. TURCK advises the business 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 TURCK Shop, 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.

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3.7. It is the responsibility of the business customer to ensure that the devices, software and network connections used are suitable for and meet the requirements for the use of the TURCK Shop. TURCK is not responsible for any technical problems or damage, costs or losses arising from the business customer's equipment, software settings or network connections.

#### Article IV. Prices and payment

4.1 TURCK reserves the right to change prices at any time and without prior notice. Although TURCK strives to provide accurate and up-to-date pricing information, prices on the TURCK Shop may not be up-to-date. The final amount for the order is stated during the checkout process, where the business customer is given the option to annul the order.

4.2 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.

#### Article V. Stock

5.1 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.