

## **GENERAL TERMS AND CONDITIONS OF TURCK MULTIPROX FOR THE SALE OF ELECTROTECHNICAL EQUIPMENT**

*Version 1.3.2025*

### **Article 1.     Identification of the parties**

1.1. Turck Multiprox NV, is a company incorporated under Belgian law, with its address at Lion d'Orweg 12, B-9300 Aalst and registered in under VAT number 0416.598.370 (hereinafter referred to as: the "Seller").

1.2. The customer may be any natural or legal person who enters into a contractual relationship of any kind with the Seller within the scope of his or her commercial, business, craft or professional activity (hereinafter referred to as the "Purchaser").

### **Article 2.     General provisions**

2.1. The legal relationship between the Seller and the Purchaser in relation to the services and products provided by the Seller (hereinafter referred to as : the "Products") shall be governed exclusively by these general terms and conditions (hereinafter referred to as : the "GTCs ").

These GTCs shall, at least prior to the conclusion of the agreement, be made available to the Purchaser in a manner that will enable the Purchaser to retain the GTCs on a durable electronic data carrier.

2.2. An agreement between the Seller and the Purchaser is deemed to be definitively concluded as soon as the Purchaser receives a confirmation of his purchase from the Seller via e-mail.

2.3. The scope of the Products is defined by a written agreement between the parties, such as order/order confirmation or other contractual agreements in which the general terms and conditions of the Seller are included.

2.4. The Seller retains the intellectual property rights to its quotations, drawings and other documents (hereinafter "Documents").

The Documents may only be made available to third parties with the Seller's prior written consent.

Furthermore, if the order is not confirmed, the Documents must be returned to the Seller without delay as soon as the latter requests this. In that case the Purchaser commits to permanently erase and destroy any (digital) copy of the Documents that he or she may have.

These provisions apply by analogy to the Purchaser's documents. However, the Purchaser agrees that the Seller is authorized to provide access to third parties to whom it has legitimately subcontracted the Products.

2.5. Partial deliveries of the purchased Products are permitted provided that they are accepted by the Purchaser.

2.6. Under these GTCs, the terms "compensation" and "damages" also include the right to the reimbursement of costs.

**Article 3. Offer, price, transport, payment and compensation**

3.1. Prices quoted on the website of the Seller are in EURO and exclude VAT.

3.2. Packaging and transport costs are invoiced separately in accordance with FCA Incoterm 2010.

3.3. Delivery and acceptance of the purchased Products shall be affected by the presentation of the Products ordered at the delivery address communicated by the Purchaser and by signature of the delivery note by the Purchaser. Under no circumstances can the Seller be responsible for checking the capacity of the person receiving the delivery and consequently accepts no liability.

For orders of less than 250 euros, the Seller will charge a handling fee of 30 EURO.

3.4. The weights, dimensions, capacities and other data in catalogues, brochures, newsletters, advertisements, illustrations and price lists are approximate. This information is only binding if expressly referred to in the agreement.

3.5. Information relating to the application and suitability of the Products is provided by the Seller to the best of its knowledge. This does not relieve the Purchaser of its obligation to check the Products upon this.

3.6. In the event that the costs incurred by the Seller increase during the period between the confirmation of the order and its execution - even if this period is after the expiry of the agreed delivery period, without this delay being attributable to a (serious) fault on the part of the Seller - as a result of the evolution of exchange rates or any measure emanating from national or foreign authorities, the Seller has the right to charge this increase to the Purchaser.

3.7. Unless otherwise agreed, invoices are payable by the Purchaser within 30 calendar days of the date of the invoice or of an equivalent request for payment of the Seller. Any invoice not protested in writing within 8 calendar days of the invoice date shall be deemed to be definitively accepted.

3.8. Unless explicitly agreed by both parties, the Purchaser is not entitled to a cash discount.

3.9. In the event of non-payment of the invoice by the Purchaser within the agreed time limit of 30 calendar days the Seller shall be entitled from the day after the due date of the invoice until the receipt of payment in full of the outstanding amount(s), ipso jure and without formal notice, to charge a default interest at the legal interest rate in accordance with the Belgian Law of August 2, 2002 on combating late payment in commercial transactions.

In addition, the amount of each unpaid invoice will be increased with a penalty clause equal to 15 EURO.

In the event of non-payment in full of one or more invoices by the due date, the Seller reserves the right to suspend the execution of other orders of the Purchaser, without any formality or any compensation due to the Purchaser, and without prejudice to the right of the Seller to compensation of the amounts included in this article.

The stipulation of late payment interest in no way calls into question the fact that payments are due and payable on the due date.

3.10. If the Seller is responsible for assembly or installation and unless otherwise agreed, the related remuneration and any exceptional costs, such as travel and transport costs and subsistence allowances, shall be borne by the Purchaser. These costs shall subsequently likewise be invoiced by the Seller to the Purchaser.

3.11. Payments must be made by bank transfer to the Seller's account mentioned on the invoice.

3.12. Only undisputed or legally binding claims may be taken into account by the Purchaser.

#### **Article 4.     Retention of title**

4.1. The Purchaser shall not become the full owner of the Products delivered until full payment by the Purchaser has been made of all sums due to the Seller, including any costs, interest and fines. As long as the goods delivered have not been paid for, they remain the exclusive property of the Seller.

4.2. Even in the case of retention of title, the risk of loss or damage to the Products transfers from the Seller to the Purchaser once the goods are delivered to the nominated carrier at the agreed place and this in accordance with the FCA Incoterm 2010.

4.3. If the Purchaser fails to fulfil its obligations, through late payment or any other form of negligence, the Seller may, after allowing the Purchaser a reasonable period of time of 8 calendar days to remedy such failures, and without prejudice to the application of articles 3.7 – 3.9. of the GTCs, terminate the agreement related to the purchased Products. In this case, the Purchaser is obliged to return the Products subject to retention of title to the Seller. Under no circumstances shall the Seller's acceptance of the Products as such be construed as the Seller's default or a breach of contract by the Seller.

#### **Article 5.     Delivery time - Delay**

5.1. The delivery period is communicated by the Seller to the Purchaser after the Seller has confirmed the order per e-mail to the Purchaser.

5.2. The agreed delivery period shall come into effect as soon as :

(1) the Seller has accepted the order ;

(2) the Seller is in possession of the goods, deeds, documents, approvals, plans and data to be delivered to it by the Purchaser ;

(3) without prejudice to the provisions of article 11 of these GTCs - as soon as the necessary permits have been obtained ; and

(4) the Seller has received the deposit requested from and agreed upon by the Purchaser.

If these conditions are not met, the delivery period is automatically extended with the same period as that of the delay.

5.3. If the Purchaser does not agree with the delivery date after the Seller has sent the order confirmation, the Purchaser has 2 working days to cancel the order free of charge.

If the order is cancelled after 2 working days, this will be considered by the Seller as a cancellation of the order. In this case, the cancellation conditions will apply. These can be found in the "Annex to the General Terms and Conditions of Sale - Cancellation of an order and return of goods" which can be read via the [following link](#).

5.4. Where failure to meet the terms mentioned in article 5 of the GTCs is attributable to, for instance:

- a) force majeure, such as mobilization, war, terrorist attack, uprising or similar event (e.g. strike, lock-out, etc.),
- b) virus attacks and/or other attacks by third parties on the Seller's computer systems, even if the Seller had taken sufficient precautionary measures and exercised adequate vigilance,
- c) obstacles to trade arising from Belgian law or any other applicable national or international law, or other circumstances beyond the Seller's control,
- d) the fact that the Seller has not been delivered (punctually or correctly) by its own suppliers,

the delivery period will be automatically extended with the same period as that of the delay, without the Seller being liable for any compensation. The Seller will notify the Purchaser in writing within 8 working days from the date of the event and take reasonable steps to mitigate the impact.

## **Article 6.     Transfer of risk**

6.1. Even if the Products are delivered according the 2010 Incoterms CPT<sup>1</sup>, the risk is transferred to the Purchaser:

- (a) for delivery without installation or assembly: in accordance with 2010 Incoterm FCA, namely the Seller must deliver the purchased Products to a carrier who is nominated and paid by the Purchaser. The passing of risk will occur from the time when the purchased Products have been loaded on the transportation means at the Seller's premises or placed at the disposal of the carrier in the case the delivery place is different from the Seller's premises ;
- (b) in the case of delivery with installation or assembly: on the day of provisional acceptance of the installation or, if so agreed in the agreement, after successful completion of a test.

6.2. In the event that the dispatch, delivery, installation or assembly, provisional acceptance or testing is postponed at the Purchaser's request or due to facts or circumstances for which the Purchaser is responsible, or if the Purchaser simply fails to take delivery of the purchased Products then the Purchaser will bear the consequences thereof.

## **Article 7.     Acceptance and inspection**

7.1. The purchased Products will be inspected by the Purchaser upon the delivery thereof.

7.2. Complaints regarding visible defects must be notified to the Seller immediately on the date of delivery of the purchased Products.

7.3. If, after inspection on the date of delivery of the purchased Products, the Purchaser made no complaints then the purchased Products are deemed to be compliant and accepted by the Purchaser.

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<sup>1</sup> CPT or "Carriage Paid To": the Seller has the contractual obligation to conclude and pay for the contract of carriage. The risk is transferred from the Seller to the Purchaser at the moment of loading. In more detail, the risk is passed from the time the purchased Products have been handed over to the carrier.

**Article 8.     Warranty**

8.1. The Seller is liable for the proper execution of the agreement and this according to the rules of the art. Unless otherwise agreed, the obligations of the Seller are an obligation to perform to the best of one's ability and are not an obligation to achieve a result.

8.2. Unless otherwise agreed in writing, the Products are covered by an 18-month warranty from the date of delivery of the Products. This warranty covers defects related to the functionality and performance of the Products.

8.3. This guarantee does not apply to normal wear and tear of the Products nor does it extend to defects resulting from actions by the Purchaser, in particular inappropriate or incorrect use of the Products, failure to follow the instructions for use, faulty installation, use of unsuitable accessories or spare parts, or improper repairs.

8.4. The warranty applies to the Products itself and not to associated costs, such as inspection or transport costs.

8.5. In the event of defects, the Purchaser is obliged to inform the Seller and to return the defective Products - at its own expense - to the Seller. The Seller's liability is limited to the reparation or the replacement of the defective Product or to the reimbursement of the amount that the Purchaser paid for the Product.

The Purchaser will receive the repaired or replacement product free of charge. However, the shipment of the repaired or replacement product is always at the expense of the Purchaser.

Depending on the product concerned, the Seller may invoice an inspection fee. At the express written request of the Purchaser, this inspection may take place on site or at the Purchaser's premises. It should be noted, however, that this solution gives rise to additional intervention costs that will be borne by the requesting party.

**Article 9.     Software licenses**

9.1. The Seller grants the Purchaser a non-exclusive license to use the software incorporated into the Products purchased.

9.2. Unless otherwise agreed in writing, the non-exclusive license is granted for an indefinite period in exchange for a one-off payment (hereinafter referred to as : a "License Fee") as agreed upon in the agreement between parties. Upon termination of the license, the use of the software by the Purchaser likewise ceases immediately.

Under no circumstances does the payment of the License-Fee by the Purchaser to the Seller constitute a transfer of ownership of the software, including its underlying codes, to the Purchaser. The Seller retains the ownership of the software, including its underlying codes, at all times.

9.3. Unless otherwise stipulated in writing, the software is exclusively intended for the use thereof with the hardware with which it was delivered. If only the software is supplied to the Purchaser, this program may only be used on a single system.

9.4. Unless otherwise stipulated in writing, the software is supplied in machine-readable form, without source code.

9.5. The Purchaser is prohibited from modifying, redeveloping, translating, decompiling, assembling or in any other way reverse engineering the software, as well as attempting to reconstitute or determine the source code or algorithms of the software. The Purchaser is also prohibited from reproducing, publishing, selling, renting or distributing the software by any means whatsoever. The Purchaser is entitled to make a single copy of the software provided that such a copy is required under the contractual provisions stipulated for the use of the software for the purchased Products. More specifically, the procedure for copying the software consists of installing the program from the original data carrier into the memory of the hardware concerned, and loading the program into the main memory. The Purchaser also has the right to make a backup copy of the software. Only one copy may be made for this purpose. The Purchaser may not make any other copies.

9.6. If software is supplied free of charge by the Seller with the purchased Products or is available free of charge for downloading on the Internet (freeware), and if this software is necessary for the operation of the sensor and control system of the Products delivered to the Purchaser, its reproduction is not subject to any restriction. Within the limits and under the conditions in which this freeware is made available on the Internet or any other channel, the freeware may be reproduced at its will within the Purchaser's company in order to ensure the correct operation of the sensor and control system of the product delivered. Under no circumstances can the Seller be held liable for the use of downloaded freeware from the Internet, its compatibility with the purchased Products or any consequences the use of the freeware may have on the purchased Products.

9.7. Under no circumstances is the Purchaser authorized to sub-license the software.

9.8. Insofar as the software supplied to the Purchaser is the work of a third party, the rights of use are granted to the Purchaser only if the third party concerned has itself granted them to the Seller.

9.9. Business license. If a business license is granted to the Purchaser, the latter is authorized to run the software on several devices or workstations at the same time and to reproduce the software for this purpose. If the business license does not explicitly specify the number of devices or workstations authorized, the use of the software within the Purchaser's company is not subject to any quantitative restrictions. This section does not apply to subsidiaries of the Purchaser which are required to purchase additional licenses to be able to use the software. The Purchaser is authorized to use the software as part of a network or any other computer system comprising multiple workstations.

9.10. Runtime license. If a runtime license is purchased, a fee will be payable for each computer on which the specific software is installed.

9.11. If the software is transferred to the Purchaser by electronic means of communication (e.g. via the Internet), the risks are transferred to the Purchaser as soon as the software leaves the Seller's sphere of influence (e.g. when it is downloaded).

9.12. The following are not considered to be defects in the quality of the software:



- anomalies, defects or errors relating to the specifications which are not proven by the Purchaser and which cannot be reproduced;
- anomalies, defects or errors which do not occur in the latest version of the software supplied to the Purchaser;
- anomalies, defects or errors which do not prevent the software from functioning in a normal or at least acceptable manner;
- anomalies, defects or errors which do not have a substantial impact on the quality or use of the software agreed by the parties;
- anomalies, defects or errors due to any modification of the software by the Purchaser or by a third party;
- anomalies, defects or errors due to the incompatibility of the software with the Purchaser's IT environment.

9.13. Any anomaly, defect or error in the software considered to be a quality defect in the software shall be resolved as follows, without entitlement to compensation: the Seller shall deliver to the Purchaser an update or a new version of the software which remedies the quality defect in a reasonable manner. If several software licenses have been granted to the Purchaser, the Purchaser shall benefit from the same reproduction rights on the update or new version as on the initial version of the software. If an information medium supplied to the Purchaser is defective, it will be replaced by an information medium that is free of defects.

## **Article 10. Complaints**

10.1. Any complaint of the Purchaser regarding the purchased Products must be received by the Seller within the following periods :

- for visible defects : no later than on the date of the delivery, during the inspection carried out upon the receipt of the Products or the performance of the service ;
- for hidden defects : insofar this is in conformity with the legal guarantee period according to Belgian law, no later than 8 calendar days after the defect is discovered or could reasonably be discovered. The Purchaser must provide proof of the existence of the claimed hidden defect.

Complaints must be notified by the Purchaser by registered post. Any complaint expressed after the aforementioned periods will be considered late. In the absence of a (timely) expressed complaint by the Purchaser, the purchased Products will be considered compliant and free of defects.

10.2. The invoices of the Seller must be contested by registered letter within 8 days of the invoice date. The Purchaser must mention the date and number of the disputed invoice, as well as all the reasons for the dispute.

If an invoice is not contested within the time limits and procedures set out in this paragraph, it will be conclusively presumed that the Purchaser agrees with the invoice as well as all the terms and conditions of the invoice, including these terms and conditions of sale.

**Article 11. Export**

11.1. In the event of export, the Purchaser shall comply with the export control requirements applicable to each item delivered. In the event of non-compliance with these requirements, the Seller is entitled to withdraw from the agreement without being liable to pay any compensation to the Purchaser.

In this case, the Seller may demand compensation from the Purchaser for all costs incurred and losses suffered.

11.2. If the delivery requires the export to be subjected to approval by the authorities, the agreement shall not be deemed to have been concluded until such approval has been received.

The Purchaser is obliged to provide and produce all documents required for the approval procedure. The Purchaser undertakes to provide, on request, proof of use and/or end use, even if this is not an official request. In the case of export/delivery, the goods supplied will be exempt from VAT only upon receipt of a valid export certificate.

**Article 12. Termination - Impossibility of performance - Adaptation of the agreement**

12.1. If the delivery of the purchased Products proves impossible for reasons other than those mentioned in article 5.4. of these GTCs, the Seller is entitled to terminate the agreement by cancelling the order of the Purchaser.

In that case, the Purchaser is entitled to demand compensation from the Seller for damages incurred insofar the Purchaser provides proof thereof. In any case this claim of the Purchaser may not exceed 10% of the value of the part of the delivery that could not be performed or used as originally intended due to the impossibility.

12.2. In addition to the grounds mentioned in these GTCs for the Seller to terminate/withdraw the agreement, the Seller reserves the right to terminate the agreement, without the Purchaser being entitled to a compensation, if the Seller, for instance, becomes aware of a possible insolvency of the Purchaser or of the Purchaser's inability to duly make payment for other reasons. The Seller will inform the Purchaser via e-mail.

**Article 13. Liability**

13.1. The Seller, or its appointees, shall not be liable for material damage caused by negligence, ordinary or light error.

13.2. Except in the case of willful misconduct or mistakes by the Seller, or its appointees, affecting life or physical integrity, the liability of the Seller, or its appointees, shall be limited in all respects to 150.000 EUR, both for property damage and bodily damage combined.

13.3. Without prejudice to the applicable rules of mandatory law and public policy, the liability of the Seller, regardless of the legal reason for the damage, is excluded for indirect or consequential damages (such as but not limited to loss of profit and turnover, losses suffered, delay damages, business stagnation, missed savings, loss of use, production losses, costs for replacement purchases, futile expenses, useless expenses, purely financial losses, such as fines) and in any case limited to the amounts specified in article 13.2.



**Article 14. Varia**

14.1. Validity of these GTCs. If any provision of these GTCs is found to be void or unenforceable, this shall not result in the invalidity or unenforceability of the remaining provisions of the GTCs. These shall remain valid and enforceable.

The parties undertake to do everything in their power to replace the void or unenforceable clauses with valid and enforceable clauses that achieve, to the greatest extent possible, the same result as what they intended to achieve with the void or unenforceable clauses. The obligations under the void or unenforceable clauses shall be suspended pending such replacement

14.2. Modifications to the GTCs. We may modify these GTCs at any time. The terms and conditions in force at the time of delivering the products will apply to the agreement between the parties.

**Article 15. Jurisdiction and applicable law**

15.1. If the Purchaser is a merchant, all disputes arising directly or indirectly from this agreement will be settled by the competent court in the district where the Seller has its registered office, namely the competent courts of the district of Ghent. The Seller also has the right to bring proceedings before the court of the Purchaser's place of residence.

15.2. These GTCs are governed by Belgian law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).