

# General terms and conditions for deliveries and services of WAGO Elektronik Sanayi ve Ticaret Limited Şirketi

(version: December 9, 2019)

## First Part

### General terms and conditions of contract

#### I. Basics

##### General

1. These general terms and conditions of contract ("GTC") apply to all sales and delivery relations between the commercial customer and WAGO Elektronik Sanayi ve Ticaret Limited Şirketi ("WAGO"). Turkish law applies, except for the UN Convention on Contracts for the International Sale of Goods. The customer's contrary terms and conditions of purchase or contract have no effect, except explicitly accepted in writing by us (automatically generated order confirmations without signature or verbal declarations are not adequate for this). These GTC apply even when we execute deliveries or services without reservation, knowing of contrary or deviating terms and conditions of the customer. They also apply to all future transactions with the customer, even when they are not expressly referred to again in a given case. In case of conflicts or ambiguities, the **English** language version always takes precedence.

##### Offer

2. WAGO reserves, without limitation, all proprietary rights and any copyrights to binding and non-binding offers, estimates, calculations, samples, models, drawings and other documents of a tangible or intangible nature ("*Offer Documents*" herein).
3. The customer is obligated to use the Offer Documents only for evaluating the offer and to otherwise keep them strictly confidential; they may only be disclosed to third parties with the express consent of WAGO (in written or text form). If the order is not placed with WAGO, the Offer Documents are to be immediately and ultimately destroyed or irretrievably deleted. Otherwise, Sections 23 to 25 apply.
4. The information in the Offer Documents is generally based on the customer's specifications or has been

carefully ascertained by WAGO on this basis. The order confirmation is nevertheless exclusively definitive for the scope of the delivery or service.

5. When products are manufactured according to the customer's specifications, WAGO is not obligated to check for the fulfillment of such specifications. In particular, WAGO verifies neither the place of use, the intended purpose, the specific use or application nor the customer-specific functionality of the products/solutions. The customer is responsible for the accuracy and completeness of the specifications delivered to WAGO (including anything supplied by the customer) and for their freedom from third-party rights.

##### Order confirmation

6. The contractual relationship with the customer comes into being through a written, electronic or implied order confirmation by WAGO.

The right to make changes which only immaterially modify or improve the deliveries and services remains reserved, even after contract formation, as far as they are reasonable for the customer. WAGO expressly reserves the right to make design changes at any time, but is not obligated to make corresponding changes to already delivered products as well.

##### Prices and costs

7. Product prices, compensation for performances and incidental expenses (the "*Prices*") follow the written, hard-copy or electronic agreements or, in the case of transactions in the online shop, the agreements in text form, otherwise WAGO's current price list or the customary rates if the price list contains no relevant provision. All product prices are understood to be free carrier WAGO (according to Incoterms® 2010).
8. Deliveries are always made only in whole packaging units; if appropriate, reasonable surcharges are billed in the case of partial packages. A reasonable processing fee is deemed agreed to when orders are placed below the minimum order value in the respective price list.
9. Unless otherwise expressly provided, Prices indicated are net prices. When significant factors that affect pricing (such as raw materials prices, wages, taxes and duties) change in the interval between order confirmation and rendering of the performance or when complications that increase costs appear in

this period (particularly in the form of new or modified legal requirements), WAGO is entitled to charge a reasonable surcharge if such changes have a material influence on the profitability of the order.

10. Invoices are payable within 30 days of invoicing and delivery to the customer. The customer shall have retention and setoff rights only with respect to those claims arising from the same contractual relationship which are undisputed or legally established.

## II. Delivery and performance

### Contractual performance

11. WAGO shall execute the contractual deliveries and services based on the agreements made, according to the state of the art and on schedule, and engage agents and subcontractors as needed. If the parties have not expressly agreed otherwise in writing or text form, the delivery and performance times arranged between them are met when WAGO reports to the customer that it is ready to ship or agrees with the customer on a deadline for performance. WAGO is entitled to render partial performances as long as this does not result in any unreasonable additional expense for the customer.
12. The customer shall provide all requirements within its area of responsibility in order to facilitate WAGO's fulfillment of the order as contracted; in particular, the customer shall undertake all necessary cooperative measures for this in a timely manner. This particularly includes the provision of qualified personnel if order fulfillment requires the operation of a machine or the modification or supplementation of software of the customer. The customer shall, in a timely manner and without being asked, provide WAGO all internal information it needs to fulfill the order properly.
13. If WAGO experiences delay, the customer may—provided that it substantiates that it has suffered a loss therefrom—demand compensation of 0.5% of the invoice value for each completed calendar week of deliveries and services affected by the delay, but not more than a maximum of 5% of the invoice value. Additional claims (except for intentional acts) are excluded.
14. WAGO retains ownership of all delivery items until the stipulated remuneration has been paid (including all claims for payment of current account balances).

### Statutory provisions

15. The stipulated deliveries and services are subject to the express condition that there are no obstacles to contract performance based on national or international regulations. If official authorization (such as for export/transfer/import) is not conferred, the contract is treated as though it had not been entered into with respect to the affected parts; resulting damages claims are excluded.
16. Apart from that, the customer shall assume the legal manufacturer's duty to properly dispose of the delivered products upon completion of use and indemnify WAGO in this context, at the first request, for all claims of third parties and/or public authorities.

## III. Liability

### Liability for material defects

17. WAGO warrants that the contractually owed deliveries and services will be carefully and properly executed in accordance with the state of the art and the relevant safety regulations. The customer's specifications are only considered if their binding nature has been expressly agreed to in writing or text form before the deliveries and services are rendered (automatically generated order confirmations without signature or verbal declarations are not adequate for this).

WAGO warrants that the contractually owed items will conform to the stipulated specifications and function properly under the operating conditions stated there, but it makes no warranty that the products are also actually fit for a particular purpose (particularly in sensitive, high security applications) unless otherwise expressly agreed in writing or in text form. If agreed, WAGO will merge the available products into a unit at the customer's request, but will not test the fitness of such unit for a specific purpose or for a specific place of use. No warranty is given for products which are installed by third parties who are not approved by WAGO. Apart from that, the warranty claim does not extend to natural wear or to damage incurred after the transfer of risk due to incorrect or negligent handling, excessive stress, unsuitable equipment and electrical and/or mechanical influences which exceed normal usage.

18. The limitation period for claims for defects is 24 months from the transfer of risk unless a longer period is mandated by law.

The warranty claim shall expire (even within the limitation period) if the result of the performances or the delivery item has been modified by the customer or a third party and such modification is at least contributory to the occurrence of the defect. If the customer refuses to allow the authorized representatives of WAGO to inspect and test the defects complained of or repairs the defect without the prior consent of WAGO (in written or text form), the warranty claim likewise expires unless the customer itself had to act immediately due to the risk of deterioration. Claims for defects are excluded if the customer has not properly satisfied its legal obligations to inspect for and report defects.

Where there are valid complaints of defects, WAGO will repair or replace the defective delivery or service. In the case of discontinued products, the cure may, in the alternative, also be effected through the delivery of functionally equivalent products or by issuing a credit to the customer. Apart from that, WAGO will assume the necessary costs for purposes of cure only up to the amount of the purchase price of the defective item. Additional claims are excluded, subject to Section 19 below.

19. WAGO shall be liable for damages that are in excess of above Section 18 only for intentional acts or fraud, for gross negligence (including by owners, legal representatives or executives), for failure to honor a warranty that has been made or for culpable injury to life, limb or health. In addition, WAGO shall be liable to the customer for the breach of material contractual obligations, but only to the extent of foreseeable loss which is typical of contracts.

#### **Warranty of title**

20. WAGO shall be liable toward the customer as follows for the infringement of industrial property rights:

WAGO shall, at its option and cost, obtain a right to use the deliveries in question, to modify them in such a way that the protected right is not infringed, to file a petition for cancellation or revocation of the protected right or to replace the deliveries. If this is not possible for WAGO on reasonable conditions, the legal rights to rescind the contract or reduce the Price shall be available to the customer. The duty to pay damages is determined in accordance with Section 22 below. Apart from that, the customer in order to protect its claims is obligated to promptly notify WAGO in writing or in text form concerning the claims asserted by third parties. In the process, all defensive measures and settlement

negotiations remain reserved for WAGO. If the customer stops using the delivery to mitigate loss or for other important reasons, the customer is obligated to indicate to the third party that the discontinuation of use is not associated with any acknowledgment of an infringement of protected rights.

21. Claims of the customer are excluded if the customer is responsible for the infringement of the protected right—for instance, through special instructions of the customer (particularly manufacturing descriptions, plans, drawings, instructions or other documents) or through a use that is not authorized by WAGO. Claims of the customer are also excluded if the delivery is modified by the customer or just utilized in an infringing manner together with products not supplied by WAGO. In such cases, the customer shall vouch that no third-party rights (particularly no protected rights) are directly or indirectly infringed through the execution of the order. WAGO is expressly not obligated to make an independent review of opposing rights of third parties, but WAGO will nevertheless make the customer aware of third-party rights that have become known to WAGO. The customer shall indemnify WAGO for any third-party claims at the first request.

#### **Total liability**

22. WAGO shall be fully liable to the customer under the applicable laws of strict product liability as well as for fraud, intentional acts, gross negligence and personal injuries. In cases of ordinary negligence, liability for consequential damages for the breach of immaterial contractual obligations is limited to foreseeable loss. In other respects, no change in the burden of proof to the disadvantage of the customer is intended or associated with the provisions on liability which are set forth in these GTC.

#### **IV. Confidentiality**

23. The customer is obligated to keep all Confidential information received from WAGO strictly confidential; such information may be disclosed to third parties only upon the express consent of WAGO in written or text form.
24. The customer shall obligate its employees accordingly. All information, facts, records, data and/or knowledge—particularly technical and/or economic information, design records, specifications, drawings, models, prototypes, test results and/or miscellaneous know-how—which is not generally accessible at the time it is passed on is confidential

("Confidential Information" herein). Confidential information expressly also includes the Offer Documents and the prices and miscellaneous conditions that are agreed to between the parties.

25. The duty of confidentiality ends only if and when the know-how contained in the Confidential Information has become generally known.

#### **V. Judicial venue**

26. The exclusive judicial venue is Istanbul Courts.

#### **Second Part** **Special terms for software products**

27. In supplement to the first part of these general sales and delivery conditions, the special licensing provisions set forth in the WAGO software license agreement—which can be accessed electronically at [www.wago.com.tr](http://www.wago.com.tr) apply to computer programs and the associated documentation (referred to together as "Software") as well as to products with integrated Software. The provisions of the software license agreement apply supplementary to hardware products intended to be used with computer programs but which, on Customer's request, are delivered with no such programs.
28. Upon request, the above licensing terms will also be provided to you in paper form without charge.