

GENERAL TERMS AND CONDITIONS FOR SALE OF GOODS

1. SCOPE

1.1. This Terms and Conditions (“T&C”) shall apply to all contracts for the sale of goods (“Goods”) by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiations, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.

1.2. Unless governed by a separate and specific agreement mutually agreed to in writing, executed by an authorized representative of both Parties, this T&C shall constitute the complete and final written agreement between Seller and Buyer and supersedes all other agreements and understandings between the Parties regarding the supply of the Goods and the performance of the services pursuant to the T&C.

2. QUOTATIONS, ORDERS AND PRO-FORMA INVOICES

2.1. Quotations made by the Seller are not binding upon the Seller but merely constitute the Seller’s invitation to the Buyer to place an order, are revocable and subject to change without notice.

2.2. Orders placed to the Seller by the Buyer are not binding upon the approval of the Seller.

2.3. Pro-Forma Invoices amount to Seller’s offers to the Buyer in respect of the relevant shipment of Goods. Pro-Forma Invoices shall be deemed to be accepted by the Buyer after the lapse of seven (7) days from the date of dispatch of a scanned copy of such Pro-Forma Invoices by the Seller to the Buyer unless the Buyer advises the Seller within the same time period that the Buyer does not accept the terms of the relevant Pro-forma Invoice.

3. PRICE AND PAYMENT

3.1. The prices and currencies of Goods are as set out in the Pro-forma Invoice relating to the relevant shipment of Goods.

3.2. Unless otherwise stated, the prices quoted in respect of Goods shall exclude Taxes which will be charged at the rate applicable at the time of the delivery of the Goods and all payments shall be made without any deduction on account of any Taxes.

3.3. Unless the prices have been indicated as fixed by the Seller in the Pro-forma Invoice, the Seller is entitled to increase the price of Goods still to be delivered, if any factors affecting the cost of production, sale, transportation or forwarding of the Goods have been subject to an increase. The Seller shall notify the Buyer of such increase as soon as practicable.

3.4. Any complaints in respect of an invoice issued with regard to a particular shipment of Goods in accordance with the relevant Pro-Forma Invoice must be notified to the Seller in writing within seven (7) days after the date of receipt of the relevant invoice by the Buyer. Thereafter the Buyer shall be deemed to have approved the relevant invoice.

3.5. If payment of the price or any part thereof in respect of Goods is not made by the due date, then without prejudice to any of the Seller’s other rights, the Seller shall be entitled to:

3.5.1 require payment in advance of delivery in relation to any Goods not previously delivered;

3.5.2. refuse to make delivery of, suspend or cancel deliveries of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

3.5.3. terminate the contract.

4. DELIVERY AND ACCEPTANCE

4.1. Delivery shall be made in accordance with the Incoterms rule specified in the proforma invoice.

4.2. If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver Goods on time because the Buyer has not provided appropriate instructions, documents licenses or authorizations:

4.2.1. the risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller’s negligence);

4.2.2. the Goods shall be deemed to have been delivered; and

4.2.3. the Seller may store the Goods until delivery whereupon the Buyer shall be liable for all related costs and expenses, including without limitation, storage, demurrage costs.

eya FCA şartları altında gerçekleştirilen siparişler için ürünlerin garanti kapsamında gönderilmesi durumunda, nakliye maliyeti yalnızca Alıcının sorumluluğunda olacaktır.

5. INSPECTING -CHECKING CONFORMITY OF GOODS

5.1. On delivery and during the Use of Goods, the Buyer shall examine the Goods and satisfy itself that the Goods delivered meet all contractual stipulations.

5.2. The Buyer must notify the Seller of any damage in respect of Goods within two (2) days of receipt of the relevant Goods delivery by providing the Seller with proof of claim.

5.3. Complaints about the Goods shall be made in writing and must reach the Seller not later than seven (7) days from the date of delivery in respect of any defect (other than due to transportation) or shortage, subject to articles 5.2 and 5.3 of the T&C, which would be apparent from a reasonable inspection on delivery, and seven (7) days from the date on which any other claim was or ought to have been apparent, but in no event later than thirty (30) days from the date of delivery of the Goods. Any Use of the Goods by the Buyer shall be deemed to be an unconditional acceptance of the Goods by the Buyer and a waiver of all claims in respect thereof.

6. LIMITED WARRANTY

6.1. Where the Goods have been manufactured by the Seller, the Seller solely warrants that the Goods shall conform to the specifications in respect of such Goods for the duration of 12 (twelve) months after installation or 18 months from invoice date; whichever comes first, PROVIDED THAT such Goods are used or/and stored under suitable and required conditions and period pursuant to Goods technical specification.

6.2. The Seller shall not be liable for a breach of article 6.1 of these T&C in respect of Goods, unless:

6.2.1. the Buyer gives written notice of the defect in respect of the Goods to the Seller within seven (7) days from the time when the Buyer discovers or ought to have discovered the defect in respect of such Goods under article 5 of these T&C; and

6.2.2. the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost for the examination of such Goods to take place.

6.3. The Seller shall not be liable for a breach of article 6.1 of these T&C if:

6.3.1. the Buyer makes any further Use of such Goods after giving such notice;

6.3.2. the defect in respect of Goods arises because the Buyer, its employees, its clients or any third party failed to follow the Seller's oral and/or written instructions as to Use of Goods, the Material Safety Data or good trade practices,

6.3.3. the Buyer alters or repairs such Goods without the written consent of the Seller; or

6.3.4. The Buyer stores the Goods under unsuitable conditions through longer period than reasonable/recommended time. (The Buyer is responsible for taking measures against factors such as oxygen density, sunlight (direct or reflected), humidity, heat and dust-dirt in the storage area)

6.4 In the event that products are to be shipped under warranty for orders previously executed under EXW or FCA terms, transportation cost shall be the sole responsibility of the Buyer.

7. LIMITATION OF LIABILITY

8.1. The Seller's aggregate liability in damages or otherwise shall in no event exceed the amount, if any, received by the Seller with respect to the relevant Goods.

8.2. In no event shall the Seller be liable to the Buyer or any other organization or person for:

8.2.1. any kind of special, incidental, indirect or consequential damage or loss or expense, including but not limited to the Buyer's loss of material, loss of sales, loss of profits and revenue, loss of business, depletion or loss of goodwill, increased expenses of operation, loss of use of property or downtime, production failure or otherwise;

8.2.2. damages caused by the Buyer's failure to perform the Buyer's responsibilities; or

8.2.3. damages due to deterioration during periods of the Use of Goods longer than those periods set forth in the Technical Data and/or Specifications.

8. INTELLECTUAL PROPERTY RIGHTS

9.1. The Seller's liability arising from the sales contract, including liability for non-delivery or late delivery or defects in the goods supplied, shall be limited to the net invoice value of the goods concerned. If the Seller was

insured for the responsibility in question, the Seller's liability is also limited to the amount that in the corresponding case is paid by the insurer. The Seller is not liable for damages in respect to which the Buyer is insured.

9.2. The Seller is not liable for damages that the Buyer may suffer as a result of the acts and omissions of the Buyer, its employees and representatives in connection with the Contract or the Goods.

9.3. The Seller is not liable for indirect damages of any kind or lost profits that the Buyer may suffer as a result of the acts and omissions of the latter, its employees and representatives in connection with the T&C or the Goods.

9. FORCE MAJEURE

Force Majeure: In all force majeure cases, in particular if there are unforeseen events in the manufacturing or distribution as a result of delayed supplies, boycott, lock-out or strike, epidemic, pandemic, either in the factory or in supply or transportation companies, as well as in cases of war or mobilization, the Seller shall be relieved of the delivery obligations without the Buyer having the right to terminate the contract and without being able to demand compensation.

10. GOVERNING LAW AND JURISDICTION

11.1. This Agreement shall be governed by and construed in accordance with Turkish law.

11.2. All disputes related, arising from or in connection with this Agreement shall be finally settled by the International Chamber of Commerce ("ICC") Court of Arbitration in accordance with the Rules of the Arbitration of ICC as in effect as of the date of commencement of the arbitration proceedings, by one (1) arbitrator appointed in accordance with the said rules. The Arbitration shall be conducted in Istanbul. The language of the arbitration shall be English.

11.3. The arbitral tribunal shall apply exclusively the substantive law of Turkey excluding its provisions on conflicts of laws. The arbitral tribunal shall resolve on the costs and fees incurred in its arbitral award. The award of the arbitral tribunal shall be sole and exclusive remedy between the parties regarding any claims and counter claims presented to the arbitral tribunal. The arbitral tribunal shall not have the authority to modify this Agreement

11. CONFIDENTIALITY

The Buyer shall keep confidential and shall not disclose to any third-party any technical or commercial information which it has acquired from the Seller as a result of discussions, negotiations, correspondence and other communications between them relating to the Goods, and any contracts entered into between the Seller and the Buyer.

12. NOTICES

Notices that must be made to the Seller shall be made to the address which appears in the Pro-Forma Invoice, or at that which is later indicated to the Buyer. Those to be made to the Buyer, will be in its last known address. Notices may be made by postal mail, fax or e-mail.

13. MISCELLANEOUS

14.1. The T&C are not intended to, and do not, give any person who is not a party to the T&C any right to enforce any of the provisions contained in the T&C.

14.2. Should any part term or provision of the T&C be declared by any Court to be or be accepted by the parties as being in conflict with the law or unenforceable, the validity and enforceability of the remainder of the T&C shall not be affected thereby. In such case, the parties shall endeavor to substitute forthwith such other enforceable provision as will most closely correspond to the content of the voided provision.

14.3. Article headings are for descriptive purposes only and shall not control or alter the meaning of this Agreement.