

**1. Scope of Application:** Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefrom, including any general conditions of purchaser, shall only be considered binding if they have been confirmed by us in written form. Our delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law. Insofar as these Conditions of Sales contain provisions in respect of our goods, these shall apply accordingly to our services.

## **2. Offers, Contracts, Communication:**

**2.1** Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

**2.2** In the context of any communication with us, purchaser must check that his contact person is a legitimate representative of our company (exclusion of a compromise of the selected system). Any conspicuous incidents must be immediately reported to us in writing.

## **3. Form:**

**3.1** For the purposes of these Conditions of Sale, (a) “in writing” means in text form (including email, facsimile, computer-generated letters and telegrams), and (b) “written form” means a hand-signed document. Any amendment or supplement to these Conditions of Sale including this Section 3.1, shall be made in written form.

**3.2** All notices pertaining to termination of or withdrawal from the Conditions of Sale or the other party’s default must be in writing and served via notary public, registered mail or e-mail by using secure electronic signature.

**3.3** Other statements and notices shall be made in writing.

**4. Prices:** Unless otherwise agreed in writing, our prices are quoted ex works and do not include the packaging costs. Value added tax shall be payable additionally at the statutory rate in effect on the invoice date.

## **5. Payment, Set-off, Change of Bank Account Details:**

**5.1** Unless agreed otherwise in writing, payment to us by purchaser shall be effected latest 5 days after the delivery or the performance of services.

**5.2** Set-off by purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

**5.3** We will notify purchaser in writing of any intended changes to our bank account details with at least two weeks’ notice.

**5.4** Any inspection or security measures taken by purchaser to verify our bank account details must be carried out in good time. The agreed payment terms remain unaffected.

**5.5** If purchaser wishes to change his bank account details, purchaser must notify us with reasonable advance notice. The agreed payment terms remain unaffected.

## **6. Place of Performance, Shipment:**

**6.1** The place of delivery or performance shall be our place of production or storage.

**6.2** If shipment has been agreed to be included, we shall ship the goods at purchaser’s risk. Furthermore, we shall determine the manner of shipment, shipment route and carrier.

**7. Partial Delivery and Performance:** Partial delivery and performance shall to a reasonable extent be permitted.

## **8. Delivery Schedules, Delay:**

**8.1** If we fail to comply with the agreed schedules of delivery or performance or other contractual obligations on time, purchaser shall grant us in writing an additional delivery or

performance period of reasonable length, such period to be at least three (3) weeks.

**8.2** If delivery or performance does not take place by the end of the additional delivery or performance period and if purchaser for this reason intends to exercise its option to rescind the contract or claim damages instead of delivery, purchaser shall first grant us in writing a further reasonable period for delivery or performance. Purchaser shall, upon our request, notify us in writing within a reasonable time period, whether purchaser intends, as a result of the delay, to rescind and/or claim damages instead of delivery, or insists on delivery/performance.

**9. Transport Insurance:** We are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser in an amount at least equal to the invoiced value of the goods.

## **10. Retention of Title:**

**10.1** The goods sold shall remain our property until all our claims against purchaser arising from our business relationship with purchaser have been satisfied.

**10.2** If the goods have been processed by purchaser, our retention of title shall extend to the new products.

**11. Force Majeure:** “Force Majeure” means events or circumstances that we could not prevent although having applied the usual degree of care applied by companies in cases of comparable nature, and that diminish or impede our ability to supply goods or perform services, including (without limitation) and given the above prerequisites, disruptions in production, shipping, reception or transport facilities, or transport means, shortages of energy or raw materials, explosion, fire, floods, strikes, lockouts, or orders of the authorities. Force Majeure releases us from our contractual obligations regarding delivery or performance for the duration and to the extent of the event or circumstance. We shall notify purchaser of a Force Majeure event, reporting its extent and projected duration. If and to the extent one of our suppliers or affiliates is affected by an event of Force Majeure, such event shall be regarded as an event of Force Majeure for us.

**12. Product Information:** Unless otherwise agreed in writing, the contractual characteristics of our goods shall be exclusively based on our product specifications in their current version. We do not make any representation or warranty of fitness of the goods for a particular purpose or use. Any information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by us as such in written form. Written and verbal information about goods, equipment, plant, applications, processes and process instructions is based on research and experience in the field of applied engineering. We provide such information, which is accurate to the best of our knowledge, subject to our right to modify and further develop it and such information shall not be binding. The aforesaid shall not release purchaser of its obligation to verify the suitability of our goods for the use intended by purchaser. This shall also apply to the protection of third parties’ intellectual property rights.

**13. Complaints:** All claims, particularly those relating to defects and delivery shortfalls, must be submitted to us in writing without delay, but not later than 10 days from the delivery of goods or, in the case of latent defects, within 5 days from the date such defect(s) is discovered or should have been discovered through reasonable investigation. If purchaser does not notify us of claims within such time period or in the agreed form, our goods or services referred to in such non-compliant notice shall be deemed to be delivered or performed in accordance with the contract. If purchaser, knowing of defects, accepts our goods or services, purchaser shall only be entitled to raise a claim for such defects if purchaser has reserved such rights in writing at the time of delivery.

## **14. Rights of Purchaser in Case of Defects:**

**14.1** Purchaser shall have no right to remedies for a defect in our goods or services if the contractually agreed

characteristics of the goods and services are only unsubstantially impaired. In the event of justified and rightfully raised defect claims of the delivered goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods or services. We shall always be granted reasonable time to provide such replacement or repair. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively or rescind.

**14.2** Furthermore, purchaser may claim pursuant to statutory law damages and refund of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. For the avoidance of doubt, Section 15 shall apply to claims for damages and refund under this Section 14.2.

**14.3** Claims by purchaser against us pursuant to statutory law can only be made to the extent purchaser has not agreed with its customers on provisions exceeding the statutory rights in cases of defects.

**14.4** Notwithstanding Section 14.3, recovery claims by purchaser against us according to Article 112 of the Turkish Code of Obligations are hereby excluded.

#### **15. Liability:**

**15.1** We, our legal representatives, employees, and persons employed to perform our obligations shall only be liable for direct damages and claims for expenses of purchaser to the extent that such damages are proven by evidencing documents and upon finalized court decision and only under the following circumstances:

(i) in the event of intentional misconduct, or gross fault or negligence solely on our part, the part of our legal representatives, employees or persons employed to perform our obligations, or

(ii) if the breach of our contractual obligations solely due to our intentional misconduct, or gross fault or negligence violates the essence of the contract and purchaser relies, and is entitled to rely, on the fulfillment of such obligations (essential obligations).

**15.2** The aforementioned exclusion or limitation of liability shall not apply in cases of damage to life, body or health, or mandatory liability under the Product Safety and Technical Regulations Law or in other cases that liability arising from gross fault and negligence.

#### **16. Compliance with Statutory Regulations, Export and Customs Regulations, Indemnification, Rescission:**

**16.1** Unless otherwise agreed in written form, purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the goods.

In particular, but not limited to, the purchaser shall not use, sell or otherwise dispose of any of the goods for the development or production of biological, chemical or nuclear weapons; for the unlawful manufacture of drugs; in violation of embargoes; in violation of any legal registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations. The purchaser shall indemnify us against, and hold us harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by purchaser of its obligations set forth above.

**16.2** Where a statutory or regulatory approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind. Delays in obtaining such approvals by responsible authorities will not result in the right to claim for damages.

**16.3** We are also entitled to rescind in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.

**16.4** If the purchased goods are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier's declaration, invoice declaration) without signature. We confirm that the declaration of preferential origin will be issued to the purchaser in accordance with our obligations set forth in Regulation (EU) No. 2015/2447.

**17. Place of Jurisdiction:** Any dispute arising in connection with this Conditions of Sale will be subject to the jurisdiction of Istanbul Central (Çağlayan) Courts and Execution Offices.

**18. Applicable Law:** The Conditions of Sale shall be governed by the substantive laws of the Republic of Türkiye and the UN Convention on Contracts for the International Sale of Goods shall not apply.

**19. Trade Terms:** If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS), they shall be interpreted and apply in accordance with INCOTERMS 2020.

**20. Severability:** Should any of these Conditions of Sale be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining terms.