

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 tacit or other acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.

2. **Offers, Contracts:** 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.

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, and any termination or mutually agreed cancellation of a contract shall be made in written form.

3.2 Other statements and notices shall be made in writing.

4. **Prices:** Unless otherwise agreed in writing our prices are quoted ex works and 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:**

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. In case of any delay in payment, without prejudice to any other statutory rights we may have, we shall be entitled to claim from purchaser a default interest in the rate of the commercial interest.

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

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 14 days.

8.2 If delivery or performance does not take place by the end of the additional delivery or performance period of 14 days 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.

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. If the goods have been processed, combined or mixed by purchaser with goods of others, we acquire joint title pro rata to that part of the new products representing the invoiced value of our goods in relation to the total value of the other goods which have been processed, combined or mixed.

10.3 In the event our goods are combined or mixed with goods of purchaser or of any third party, purchaser hereby assigns to us its rights with regard to the new products. If purchaser combines or mixes our goods with goods of a third party for payment, purchaser hereby assigns to us its right to payment from such third party.

10.4 Purchaser may, in the ordinary course of its business, resell any goods which are subject to our retention of title or sell the new products. If, upon such sale/resale, purchaser does not receive the full purchase price in advance or upon delivery of such goods or new products, purchaser shall agree with its customer a retention of title arrangement on the same terms as set out herein. Purchaser hereby assigns to us all its claims arising from such sale/resale and its rights arising from the said retention of title arrangement. Upon our request, purchaser shall inform its customer of such assignment of rights and provide us with the information and documents necessary to enforce our rights. Notwithstanding the foregoing, purchaser shall only be entitled to collect payments from claims arising from such sale/resale if purchaser has satisfied its liabilities to us.

10.5 In the event that the security interests granted to us exceed the value of our claims, we may, upon request of purchaser, release such security interests as we deem appropriate. The exercise of our right of retention of title may only be regarded additionally as a rescission with our prior consent made in writing.

11. **Force Majeure:** Conditions of force majeure shall release us from our delivery and performance obligations. The same release shall apply in cases of shortage of energy or raw material supplies, industrial disputes, governmental decrees, breakdown of transport or of our operations. It shall also apply where our sub-suppliers or affiliates are affected by any of the above.

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. 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 relating to defects and delivery shortfalls, must be submitted to us in writing within 2 days from the delivery of goods, if such defect is evident at the time delivery. If such defect is not evident, purchaser shall have the goods inspected within 8 days following the delivery and shall notify us of such defect which is discovered or should have been discovered within the same 8 days, through reasonable investigation. If purchaser does not notify us of claims within such time

period, then purchaser shall be deemed to have accepted goods or services with such defects and shall not be entitled to assert any claim against us. If such latent defect is non-discoverable through such an inspection and arises at later stages, purchaser shall notify us the defect right after detection thereof, failing which again, purchaser shall be deemed to have accepted goods or services with such defects, and shall not be entitled to assert any claim against us.

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 substantially 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 proportionally with the defect or rescind the Contract.

14.2 Furthermore, where applicable, 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.

15. **Liability:**

15.1 We, our legal representatives, employees, and persons employed to perform our obligations shall only be liable for damages and claims for expenses of purchaser, in the event of intentional misconduct or gross negligence; and shall not be liable for any other fault and negligence.

15.2 Referring to the provision in Article 116-2 in Turkish Code of Obligations, we, shall not be liable and responsible for the acts of the auxiliary persons.

16. **Time Limits:** Purchaser's right to claim for warranty, damages or expenses shall expire within the time limits and scope content stipulated by law.

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

17.1 Unless otherwise agreed in written form, purchaser shall be responsible for compliance with all statutory and regulatory provisions and 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.

17.2 Where a statutory or regulatory approval requirement is provided for the exportation 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 for good cause. Delays in obtaining such approvals by responsible authorities will not result in the right to claim for damages, to our disadvantage.

17.3 We are also entitled to rescind for good cause due to impossibility of performance 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.

17.4 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.

18. **Place of Jurisdiction:** Place of jurisdiction for any lawsuit, legal and execution proceedings is Istanbul Çağlayan Courts and Enforcement Offices in Turkey and all issues relating thereto shall be determined in accordance with the Turkish Code of Civil Procedure.

19. **Applicable Law:** The contract and the legal relationship with purchaser shall be governed by the substantive laws of the Republic of Turkey and the UN Convention on Contracts for the International Sale of Goods shall not apply.

20. **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 2010.

21. **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.