

GÜRGENLER A.Ş. GENERAL SALES CONDITIONS

Sales conditions shall be valid unless otherwise agreed and a separate contract is signed between buyer (client) and seller (Gürgenler A.Ş.).

1. APPLICATION, OFFER

Our offers are not binding against us. This request shall not bind until verbal agreements made, promises, guarantees and covenants given by our sales representatives are officially approved in writing by Gürgenler A.Ş.

2. METHODS AND CONDITIONS FOR START AND END OF WORK

Delivery place of goods is Gürgenler A.Ş. site.

The work shall start under the payment conditions stated in the approval after the order approval. Delivery duration starts by the performance of payment terms.

Goods shall be received by the buyer at the address stated according to the delivery program given by the seller.

3. SALES EXPENSES

Shipment, insurance, loading expenses related to the performance of the covenant (including increases that may occur due to additional works) shall belong to the buyer.

All expenses under the name of contract expenses shall belong to the buyer.

Shipment, storage and insurance expenses shall belong to the buyer. Seller has the right to request stock fee for goods which are not received on time.

Price is VAT excluded as stated in price offer. VAT expense shall be paid by the buyer to the seller.

4. TIME EXTENSION AND DELAY

Delay that may occur due to modifications and changes in the project, increase in production amount for any reason, delays caused by breakdowns of production lines due to uncontrollable reasons shall extend the delivery term of all or a part of the goods. The

seller has to inform the buyer about the duration and reason of delay.

The seller shall not be responsible against the buyer if orders are partially or completely not delivered due to force majeure such as war, civil disturbance, embargo conditions, government orders and limitations, fuel and electricity limitations, export impossibilities, decisions of official authorities, natural disasters, strike or lockout or if seller's production ceases due to any reason.

5. PENALTY FOR DELAY

If the payment term guaranteed by the buyer is exceeded, a delay penalty in the rate of 0,1% of sales fee shall be imposed for each day exceeded.

If partial delivery is foreseen in the delivery program, payment delay penalty shall be calculated separately in the daily rate of 0,1% of invoice amount as of the invoice date for each part specified according to the delivery program.

The client shall be deemed delayed 10 days after the guaranteed payment date without requiring any reminder.

Delay penalties shall be invoiced to the buyer by the seller without requiring any warning or notification by the seller. In addition, seller's right to request delay interest and other rights awarded due to delay are reserved.

6. TESTS AND CERTIFICATIONS

Buyer is liable to specify the tests it shall apply to the ordered product with the order. If not, cost of products that are not in conformance with the tests applied shall belong to the buyer.

If the client requests, Third party checks shall be performed at seller's site. In case of discrepancies in checks to be performed at the site, shipping and modification expenses shall belong to the buyer.

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Buyer must inform the seller about the visible defects of the products it bought within two (2) work days and hidden defects in seven (7) work days. Seller shall not be responsible for the defects that are not notified within this period.

After the defective product notification period, the seller shall not be liable for defects due to storage and user fault (rust, deformation, physical and chemical damages) within warranty period.

The seller is responsible for eliminating the indirect or direct loss or damage due to the product it sold within the one (1) year warranty period as the price of product.

If material return is decided as a result of client complaint evaluation, materials shall be returned by invoice amount and return amount to the buyer, and shall be invoiced based on the same price again during new product delivery.

For all matters that are not included in conditions related to the subject, TCL art. 23/C shall be applicable.

7. RECORD OF RETENTION OF TITLE

Proprietary right of the goods sold belongs to the seller. Proprietary right shall be transferred to the buyer upon the complete payment of goods amount. Seller is authorized to use all rights and privileges arising from proprietary right on goods without issuing a notice or warning if payment of goods amount is not completed. Buyer accepts and declares that it shall not prevent the buyer's right of disposition on goods by the purchase.

8. BANKRUPTCY OF SELLER

If bankruptcy or liquidation and prevention of performance is decided by the court for the seller or any reason, sales shall be terminated as of the date of declaration of bankruptcy.

9. COMMERCIAL CONFIDENTIALITY

Seller and buyer shall not disclose unit prices and other technical specifications referenced in the offer to third persons or organizations verbally or in writing.

10. SETTLEMENT OF DISPUTES

Ankara Batı (West) courts and execution offices are authorized to resolve all kinds of disputes that may arise due to implementation of sales conditions.