

# GENERAL TERMS AND CONDITIONS OF SALE

of

## GEMA GROUP:

GEMA POLIMER

PLASTIK URUNLERI SAN. VE TIC. A.S.

GEMA ELEKTRO PLASTIK

VE ELEKTRONIK SAN. DIS TIC. A.S.



## 1 General

These General Conditions of Sale shall be applicable to all offers, order confirmations and deliveries by GEMA ELEKTRO PLASTIK (hereinafter referred to as #Seller#) and shall form an integral part of the sales agreement between Seller and Purchaser. No other general conditions shall be applicable or set aside these General Conditions of Sale unless expressly agreed to by Seller in writing.

## 2 Formation of the contract

Quotations made by Seller shall be without engagement unless explicitly stated otherwise. The agreement (#sales agreement#) between Seller and Purchaser shall be formed by the confirmation of the order by Seller (By Proforma Invoice).

## 3 Delivery

3.1 Delivery terms shall be interpreted in accordance with the INCOTERMS latest published by the International Chamber of Commerce, as at the date of the sales agreement. Title to the goods shall pass to Purchaser in accordance with Clause 4 below.

3.2 The quantities stated in shipping documents such as weight certificates, bills of lading, sea-way bills, liner-way bills, and freight receipts, shall be deemed correct, unless proven to be incorrect.

## 4 Transfer of Title

4.1 The right of property in the goods delivered shall remain vested in Seller until the purchase price has been paid in full. During the period the property is still vested in Seller, Purchaser shall hold the goods in trust for Seller. If Purchaser fails to pay the purchase price of the goods in accordance with the payment terms stated on the invoice, Seller shall have the right to repossess the goods, without any prior notice being required.

4.2 Notwithstanding Section 4.1, Purchaser shall be entitled to use and/or sell the goods in the normal course of its business before the purchase price has been paid in full already.

4.3 The risk of loss of or damage to the goods shall pass to Purchaser on delivery in accordance with the agreed delivery term Section 3.1.

## 5 Price

5.1 The price is based on the exchange rates, duties, taxes, freight-storage-and insurance charges applicable at the time of the formation of the sales agreement. In case of any change in the applicable rates, duties, taxes or charges after the date of formation of the sales agreement but prior to the agreed date of delivery, Seller shall have the right to adjust the price accordingly.

5.2 In case of an increase in the prices of energy raw materials or other materials necessary for the manufacture of the goods ordered by Purchaser occurring prior to the agreed date of delivery Seller shall have the rights to increase the price of the goods ordered accordingly, provided that Seller shall give fourteen days prior written notice of each such increase and that Purchaser shall have the right to cancel the sales agreement within seven days of receipt of each such notice.

5.3 The prices are Ex Works Turkey (relevant factory indicated by Seller) in accordance with the Incoterms, unless otherwise agreed between the Parties in writing.

## 6 Payment

6.1 The purchase price shall be paid to the bank account of Seller in accordance with the payment terms stated on the Proforma Invoice. If Purchaser fails to pay any amount when due, then without prejudice to any other right Seller may have:

- a) A default interest of 1.5% per month on the amount outstanding shall become due;
- b) All costs, including judicial, made in order to obtain payment by Purchaser of the amount or amounts due, shall be for account of Purchaser.

6.2 Amounts paid by Purchaser shall be credited by Seller against the debts receivable by Seller from Purchaser, including those pursuant to Section in the chronological order of the due dates of the debts.

## 7 Liability

Seller warrants that the products delivered by Seller to the Purchaser conform to the current specifications, are manufactured, packaged and labeled in compliance with the applicable laws in Purchaser's territory as notified to Seller by Purchaser in writing.

No warranty is given and no representation is made by Seller, whether express or implied, as to

the usefulness, sufficiency, merchantability or fitness for any purpose whatsoever of the goods supplied, unless explicitly given respectively made in writing. The correctness of information provided by Seller regarding the quality, composition or possible applications of the goods is warranted only if such warranty is explicitly stated in the sales agreement. Seller's liability shall not exceed the net sales price of the goods concerned. In no event shall Seller's liability include indirect or consequential damages.

#### **8 Inspection, claims, notification**

Upon receipt of the goods, Purchaser shall inspect the same, by analysis or otherwise, exercising such care is customary or appropriate in the circumstances. Any claims concerning the quality or quantity of the goods delivered shall be submitted by Purchaser to Seller within 8 days from the date of receipt of the goods. Goods shall not be returned to Seller without prior written consent of Seller.

#### **9 Force Majeure**

Non-performance of Seller shall be excused to the extent that performance is rendered impossible or prevented or hindered or is delayed by an extraordinary and severe event of force majeure, governmental act or change of circumstances beyond the control and not caused by non-performing Seller (e.g. war and war like activities, revolution, terrorist act, environmental catastrophe, geological implications, implementation of new and substantial economic restrictions, severe economic collapse of currency, etc.), provided, however, that Seller immediately informs Purchaser accordingly, and resumes performance of its obligations under the Agreement without delay when such causes are removed.

In case the performance by Seller of any of its obligations under the Agreement is rendered impossible by any of the above events, the Parties agree to negotiate in good faith their respective affected obligations.

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#### **Miscellaneous**

Assignment. Except as per Clause 2 above, neither Party shall have the right, without the prior written consent of the other Party, to assign, transfer or endorse its respective rights, claims and obligations under the Agreement to 3rd Parties, nor can they dispose of their rights.

Modifications & Amendments. Any modifications and/or amendments of the Agreement, including of this Clause 13, shall be valid only if made in writing and signed by both Parties.

#### **12 Applicable Law and Jurisdiction**

This hereby Agreement and Terms between Seller and Purchaser shall be subject to the Law of the Republic of Turkey giving no effect to the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). The competent court at the defendant's domicile shall have exclusive jurisdiction.

**Other conditions:**

1. Orders must be notified in writing (fax, e-mail, letter) stating product code or description and delivery dates to the Seller Headquarters Purchaser Services and Logistics Department.
2. The vehicles, which will be sent by the Purchaser, have to be in accordance with the tonnage of the ordered goods. Loading exceeding vehicle's tonnage limit shall not be done at the Seller's factories and non-shipment due to this reason shall not load any responsibility to the seller. Seller does not accept any liability or cost arising from this issue.
3. Dispatched Products cannot be returned without written confirmation from the Seller. Should Seller exceptionally accept returned Products, "returned product x transportation amount indicated on the price offer" shall be calculated and invoiced to the Purchaser.
4. The changes, which might occur on the prices of freight charges, are applied immediately without waiting for termination of price validity period.
5. Standard packaging is 55 bags on pallets (25kg.x55kg. = 1.375kg.). However, the packaging can also be in big bags, octabins, loose bags or other depending on the agreement between the parties.
6. It should be taken into consideration that all vehicles/containers which enter to destination port/customs/ Purchaser unloading area, will be unloaded within the timeframe agreed or the free time that the transport company allows. Any delay that occurs from the Purchaser side, it is the Purchaser responsibility, and the Purchaser has to pay for the penalties or extra charges that may occur.
7. Order Cancellation is not allowed if the product is already produced.
8. An invoice is issued to the Purchaser for the deliveries, which are returned without unloading, by calculating from over the freight cost, which has been specified in the offer of the returned goods.
9. In case of any delay in shipment because of late arrival of the vessel/truck or any change/cancelation of the vessel/truck, Seller does not accept any liability or cost arising from the late deliveries.
10. If it is not agreed beforehand, all truck/containers must arrive to Seller factory empty regarding to the regulations of Free Zone. If truck/container arrive to Free Zone with material, Seller does not accept any liability or cost arising from this issue.