

## **ORDER LETTER PURCHASE CONDITIONS**

### **1. PARTIES AND SUBJECT**

This document named "Order Letter Purchase Conditions" stipulates the order and delivery matters between the parties which are specified in the agreement or in the order.

The subject of the agreement is sales and delivery of the product which is ordered by the Purchaser within the context of the agreement, the product which is vested with the qualifications stated in the agreement and of which the purchase price is determined in the agreement. The Purchaser shall accept and declare that he/she is fully informed regarding the products subject to sales such as the basic qualifications, purchase price, payment method, order delivery conditions etc.

In the event that an agreement is executed between the parties, the provisions of such agreement shall be taken into consideration, the provisions of this order letter purchase conditions shall be deemed as supplementary.

### **2. GENERAL PROVISIONS**

The provisions of this order purchase conditions shall be evaluated within the content of the purchase agreement regarding any delivery conditions and limitations which may be predicted or made by the Seller, without any necessity of the objection of the Purchaser.

The validity of the main agreement, modifications and auxiliary agreements and protocols shall depend on the written acceptance of the Purchaser.

### **3. PLACEMENT OF ORDER**

Only written orders shall be evaluated as orders. The commitments which are received verbally or by other ways shall be performed following the written confirmation.

Each order is required to be confirmed by the Seller in writing.

In the event that the written confirmation fails to be received by the Purchaser within 15 (fifteen) days as of the date of the order letter, then the Purchaser shall be free to cancel the relevant order. This term shall be 10 (ten) days for out-of-Istanbul orders.

The confirmation may also be given by signing and returning the copy of the order letter.

#### **4. DELIVERY TERM AND CONTRADICTION MATTERS**

The delivery term shall begin on the receiving date of the order letter. The Seller shall lapse into default automatically without the necessity of any notifications or further transactions in the event the Seller fails to perform within the delivery term. In such a case, the Purchaser shall be entitled to the below stated optional rights:

**4.1.** The Purchaser may terminate the agreement by immediate notification or may waive the Performance which became impossible and may make credit entry regarding the suffered damages due to failure of performance.

**4.2.** The Purchaser may grant reasonable time for subsequent performance and request the fulfillment of the penal clause which is predicted for delayed performance matters.

**4.3.** In the event that the performance is not completed within the granted reasonable time, the Purchaser, if wishes, may request the performance of the agreement within a re-determined and notified period of time and may request the penal clause to be paid stipulated for the compensation of the loss due to the delay or may use the rights stated in Article 4.1.

#### **5. PARTIAL PERFORMANCE**

In the event that the Seller partially performs the delivery within the determined term, the provisions set forth in Article 4 shall apply for the undelivered part.

In the event of consecutive delivery, the Purchaser may apply the provisions set forth in Article 4 to any part of the performance which is unfulfilled in time and to all performance parts of which the turn has not come.

When the Seller comprehends that the responsibilities arising from the agreement cannot be fulfilled partially or in whole, then he/she shall be obliged to immediately inform the Purchaser in writing by stating the reason and period of delay.

## **6. THE RIGHTS OF THE PURCHASER ARISING FROM THE LAW SHALL BE RESERVED.**

The Purchaser shall reserve the rights both arising from the general laws and granted by special arrangements.

## **7. PENAL CLAUSE IN DELAYED DELIVERY**

In the event that the Seller fails to fulfill the performance within the proper term, except the order request document and the force majeure issues stated in the agreement, then he/she shall make a penalty payment in line with the periods (day, week) stated in the order.

In the absence of a contrary provision, the penal clause shall be 0,5% of the agreement price for each delayed day. In this case the rights of the Purchaser stated in Article 4 shall not be affected.

## **8. FORCE MAJEURE**

The Seller is obliged to obey the delivery term. The states of war, road obstruction, closure or disruption of highway traffic, strike or possibility of strike, lock-out, slowdown strike, riot, orders or restrictions of the government and governmental bodies, expropriation of the government, obedience of the orders and requests of the government, municipality and other governmental entities or any persons who act under the name of the government, are the states which make the performance impossible.

The Seller, following the occurrence of any of such hindrances, shall inform the Purchaser within at least one week regarding the probable exceeding time of the delivery terms. In this case, the delivery terms may be extended for a reasonable period with the mutual consent of the parties. If the Seller fails to inform the Purchaser, he/she may not allege the occurred hindrance against the Purchaser.

## **9. DISPATCH DOCUMENTS**

In each individual delivery, the delivery notice shall be attached to the product. The order number is required to be stated in the delivery note.

## **10. ORDER AMOUNT AND DELIVERY**

The delivery of the Seller shall be fully in line with the amount of the ordered products. The Purchaser shall not be responsible for making a payment for the delivery which exceeds the

ordered amount. In the event that the amount of the delivered product is less than the order, the Seller shall be obliged to complete the order within the shortest time.

## **11. QUALITY CONTROL AND PROVISIONS**

The delivery and receipt of the ordered product shall not mean to be accepted until the general properness of quality is determined as a result of the examination made by the control unit of the Purchaser within 5 (five) days following the date of delivery.

Even if the general properness of quality is determined as a result of the examination made by the control unit of the Purchaser, the notification right regarding hidden defects and defects which may occur during usage shall be reserved.

The Purchaser shall reject the products which are not in accordance with the previously determined specifications and tolerances. In such a case, the Seller shall be responsible for accepting the return of the product by his/her own transportation vehicles within 5 (five) business days as of he/she is informed about such matter. If the Seller fails to discharge such responsibility, he/she shall make a payment of occupancy fee at the amount corresponding to two per thousand of the total amount of the products for each day that the products are kept by the Purchaser and the Purchaser shall also reserve all rights arising from the law.

If the delivered products are unusable and in the event that such products are not accepted and received by the Seller within 5 (five) days as stated above, the Purchaser shall be entitled to dispose of the products on condition of requesting the expenses from the Seller.

## **12. GUARANTEE**

Within one year as of the recovery of the defects which are notified following the actualization of the delivery and regardless of defect notification is made on time, in the event of the occurrence of defects which minimize or prevent the usage of products or in the event that such product does not bear the qualifications which are undertaken by the Seller, then the Seller is responsible for recovering such defects.

### **13. INSURANCE**

The Seller shall accept, declare and undertake to sufficiently insure the product and service to be sold, against all kinds of losses and damages which may occur until the time of delivery, otherwise the Purchaser may not be held responsible for the losses and damages which may occur.

In the event that the Purchaser is held responsible by the third parties for a hidden or clear defect on a sold product caused by the Seller, then the Seller shall accept, declare and undertake to cover all present and future losses of the Purchaser.

### **14. INTELLECTUAL PROPERTY RIGHTS**

In the event that sold product or service is used by the Purchaser for manufacturing, then the Seller shall accept, declare and undertake that all intellectual property rights regarding the products manufactured by the Purchaser shall belong to the Purchaser and no rights may be claimed on such products under any name.

The Seller shall accept, declare and undertake that the products and services which are sold within the context of this order letter purchase conditions are his own intellectual product and all intellectual property rights arising from such products and services are under protection. In the event that the Purchaser is held responsible by third parties by claiming that the said products and services are the products of such third parties, the Seller shall accept, declare and undertake to protect the Purchaser from all present and future losses, damages and compensation claims.

### **15. DELIVERY CONDITIONS**

The INCOTERM rules shall apply regarding the dispatch and delivery of the product to be sold. The Purchaser shall also state in the order letter his/her request regarding the conditions of the dispatch and delivery of the product.

### **16. PAYMENT**

The payment term shall commence as of the date that the invoice is received by the Purchaser provided that the product is delivered and accepted by the Purchaser in the intended period of time.

The payment shall not mean to be the acceptance of the conditions and the prices. The payment term shall not affect the responsibilities of the Seller and the rights of the Purchaser regarding the notification of defects.

## **17. PLACE OF PERFORMANCE**

The order shall be performed in the place specified by the Purchaser. The Seller shall accept and undertake that the place specified by the Purchaser shall be deemed as the place of performance.

## **18. WARNINGS AND NOTICES**

The warnings and notices of the Parties shall be made in writing and be sent to the below stated addresses of the parties by registered and reply paid letter or via notary public.

## **19. MODIFICATIONS**

All modifications, additions and deletions on this order letter purchase conditions shall be performed with the written ancillary agreements to be prepared upon the mutual consent of the parties and to be signed by the authorized persons of the parties. It is not possible for one party to make a modification on the responsibilities or to change the exercise of the agreement.

## **20. DISPUTE**

In the event of any disputes, Istanbul (Central) Courts and Execution Offices shall be the competent bodies. The book records of the Parties shall be deemed as conclusive and exclusive evidence.