

# conTeyor Türkiye Ambalaj Ltd. Şti. Terms & Conditions of Sale

**All our transactions are subject to the following terms and conditions, which always have priority over the terms of the purchaser, except for any derogations expressly stated in writing:**

## 1. Commitment to conTeyor Turkey Ambalaj Ltd.Şti.

Proposals, catalogues, brochures, and any information contained on conTeyor Turkey Ambalaj Ltd. Şti. web pages do not constitute an offer or obligation in any way unless conTeyor Turkey Ambalaj Ltd. Şti. separately and expressly agrees in writing to any obligation, offer or warranty contained in such proposals, catalogs, brochures, or web pages. conTeyor Turkey Ambalaj Ltd. Şti. shall only be bound to Purchaser when a Purchase Order has been accepted and confirmed in writing by conTeyor Turkey Ambalaj Ltd. Şti.

## 2. Delivery

Unless otherwise specified, delivery times are always considered as approximate. Delays in execution do not give the purchaser any right of recourse in respect of liability in relation to conTeyor Turkey Ambalaj Ltd. Şti. or the right to terminate the contract. The purchaser has no right to rely on a delayed delivery as a reason for not fulfilling its obligations. The purchaser undertakes to accept the goods specified in the order within eight days from being notified about their availability under the pain of payment of compensation for any damage, including storage costs, incurred by conTeyor Turkey Ambalaj Ltd.Şti. because of a delayed delivery.

### 3. Transportation

Delivery by conTeyor Turkey Ambalaj Ltd.Şti. shall always take place in conTeyor's warehouse. Risk of loss shall pass from conTeyor Turkey Ambalaj Ltd.Şti. to Purchaser at conTeyor Turkey Ambalaj Ltd.Şti. warehouse once conTeyor notifies Purchaser that the Goods are available to Purchaser at conTeyor Turkey Ambalaj Ltd.Şti. warehouse. The Goods shall be transported at Purchaser's sole risk and cost. All quotations for shipping are based on full truck shipments or complete orders. All deviations from this policy at the request of Purchaser may be subject to additional charges by conTeyor Turkey Ambalaj Ltd.Şti.

### 4. Price

All prices apply to the delivery until the delivery, exclusive of costs and tax. We reserve the right to change prices caused by a change in tax regulations and fees from the moment of placing the order to the day of delivery

### 5. Payment

All our invoices are payable to the account of conTeyor Turkey Ambalaj Ltd.Şti. within 30 days from the invoice date. For all foreign payments, each party shall incur its own cost associated with the payment. If the payment is not made before the indicated invoice date, the interest fee will be charged for the delay in the amount of 12% per annum from the due date, without the need to issue a notice of delay. In addition, in the event of non- payment, all subsequent invoices and amounts due shall be immediately payable, even if the due date has not yet expired. Acceptance of a promissory note does not constitute renewal of debt and does not entail any change in terms of compliance with certain conditions. Issuing a bill of exchange requires the consent of conTeyor Turkey Ltd.Şti. in writing. If the bill of exchange is not paid on the date of its payment, all subsequent amounts, and invoices due shall be immediately charged, including accepted bills of exchange that have a future payment date. Apart from interest in the amount of 12% per annum for the delay mentioned above, conTeyor Turkey Ambalaj Ltd. Şti. reserves the right to apply for damages in court, subject to the right, without additional formalities, to collect the delivered goods and terminate the contract at the expense of the recipient. Until payment has been made in full, the Goods sold shall remain the property of conTeyor Turkey Ambalaj Ltd. Şti. conTeyor shall have no responsibility to cover its damages in the event of Purchaser's failure or refusal to take delivery of Goods subject to this Purchase default in payment or refusal to take delivery. In addition to the claims set forth herein and in the Purchase Order, in the event of a breach by Purchaser, conTeyor Turkey Ambalaj Ltd.Şti. reserves the right to exercise all remedies available under applicable law and regulations.

## 6. Warranties

conTeyor Turkey Ltd.Şti. makes no warranties of merchantability or fitness for a particular purpose as to any of its products except as provided herein. All conTeyor Turkey Ambalaj Ltd.Şti. products and accessories are warranted against defects in materials and workmanship for a period of 30 (thirty) calendar days from delivery. Purchaser's exclusive remedy for any claims of defects in material or workmanship shall be the repair or replacement of the defective Goods. The Products shall be forwarded to conTeyor Turkey Ambalaj Ltd.Şti. F.O.B. Purchaser's facility and shall be repaired within a reasonable period; conTeyor Turkey Ambalaj Ltd.Şti. shall not be liable for consequential damages, loss of profits, personal injury or commercial loss arising out of or in any way connected with Goods and accessories delivered under this Agreement. This warranty shall not apply in the event of defects caused by: (i) physical abuse of the Goods or any component or acts of vandalism; (ii) alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than conTeyor Turkey Ambalaj Ltd.Şti., its employees, agents, or subcontractors; or (iii) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft, or similar causes not caused or contributed to by the negligence of conTeyor Turkey Ambalaj Ltd.Şti. or its employees, agents, or subcontractors. In any event, conTeyor Turkey Ambalaj Ltd.Şti. liability for any damages due to Purchaser shall be limited to the purchase price of the Products at issue in the claim.

## 7. Complaints

Complaints regarding the quantity of goods and accessories shall be reported to our address by registered mail within 14 days from accepting the goods in the purchaser's warehouse. In terms of quality, the purchaser should examine the goods for any defects after receiving the delivery. Any comments or complaints regarding hidden defects that were not visible at the delivery of goods shall be reported to conTeyor Turkey Ambalaj Ltd.Şti. in writing within 30 days from the date of delivery. The right to claims under this title expires after these dates. The delivered goods can be sent back only after obtaining a written consent from conTeyor Turkey Ambalaj Ltd.Şti. Returns of goods for which conTeyor Turkey Ambalaj Ltd.Şti. did not agree, will not be accepted. The purchaser has no right to hold conTeyor Turkey Ambalaj Ltd.Şti. responsible for any damages resulting from technical advice provided by conTeyor Turkey Ambalaj Ltd.Şti. regarding the processing, treatment, or use of the goods, unless the damage is due to a serious error or ill will.

## 8. Sipariş İptal Koşulları

Alıcı, sözleşmeden doğan yükümlülüklerinin kısmen de olsa taahhüdünü veya yerine getirilmesini teyit eden belgeleri imzalamayı reddederse, conTeyor Turkey Ambalaj Ltd.Şti. satış sözleşmesini feshetme hakkını saklı tutar. Bu madde kapsamındaki satış sözleşmesinin feshi üzerine alıcı conTeyor Turkey Ambalaj Ltd.Şti. uğradığı zararın tazminini talep etme hakkını saklı tutar. Yükümlülüklerine uymadığını sözleşmenin feshinden önce alıcıya bildirme yükümlülüğü, alıcının ödemede gecikmesi durumunda geçerli değildir. Vadesi gelen tazminat, yapılan avans ödemelerinden mahsup edilemez.

## 9. Force Majeure

conTeyor Turkey Ambalaj Ltd.Şti. shall not be liable for delays or failures in performance of a Purchase Order or default in delivery arising out of or resulting from causes beyond its control. Such causes include, but are not restricted to, acts of God, acts of Purchaser, acts of the Government or the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather, or default of suppliers due to any of such causes.

## 10. Applied law and court jurisdiction

All agreements concluded between conTeyor Turkey Ambalaj Ltd.Şti. and the purchaser are subject to Turkish law. Only courts in Bursa are competent to resolve disputes arising in connection with contracts concluded between conTeyor Turkey Ambalaj Ltd.Şti. and the purchaser.

## 11. Intellectual property protection

The purchaser acknowledges that all intellectual property rights related to projects (designs) are exclusive to conTeyor Turkey Ambalaj Ltd.Şti. and refrain from duplicating these designs (designs), and ordering their duplication, without the consent of conTeyor Turkey Ambalaj Ltd.Şti. In the case of delivery of goods or services in accordance with the sketch, model or technical conditions provided by the customer, the client guarantees that the delivery in question will not infringe the intellectual property rights or any other rights of third parties. The customer releases conTeyor Turkey Ambalaj Ltd.Şti. from responsibility and in total secures conTeyor Turkey Ambalaj Ltd.Şti. in case of any related damaging consequences.

## 12. Protection of Personal Data

conTeyor as Data Controller shall always process Personal Data in compliance with the General Data Protection Regulation (Regulation 6698) ("Data Protection Laws"). For more information or any question related to the protection of Personal Data, please visit [www.conteyor.com](http://www.conteyor.com)

## 13. Derogations

Any deviations from the above terms and conditions must be confirmed in writing by conTeyor® Turkey Ambalaj Ltd.Şti.