

# Senkroma General Terms and Conditions of Sales

## Senkroma Boyar Maddeler San. A.Ş. General Terms and Conditions of Sale

These General Terms of Sale are governed by Senkroma Boyar Maddeler San. It determines the conditions to be applied regarding the commercial relations to which SENKROMA is a party or the orders placed. All goods sold by SENKROMA are subject to the provisions set forth in these terms of sale. In this context, following the agreement of SENKROMA and the Buyer on the essential elements of the sales contract, upon receipt of these General Conditions of Sale by the Buyer, Article 21/3 of the TCC. If the period specified in the article has passed, it will mean that the Buyer accepts these Terms.

All sales and related offers and contracts shall be subject to these general conditions of sale, unless expressly agreed in writing in a separate contract. In the event of a conflict with these General Conditions of Sale, the specific provisions of the approved order, offer or contract shall apply.

SENKROMA reserves the right to amend, amend or otherwise modify the terms from time to time.

### 1. Topic

- 1.1. These provisions are related to the regulation of the issues related to the side elements of the contract such as the order method, payment, transportation, delivery, delivery time, etc., of the products to be purchased by the Buyer.
- 1.2. Unless expressly stated otherwise, any price agreed by the parties does not include Value Added Tax (VAT).

### 2. Confirmation and Confirmation

- 2.1. The buyer will be able to send an order to SENKROMA by any method, including telephone.
- 2.2. SENKROMA may reject orders due to production-related reasons or exceeding the credit limit benefited by the Buyer.
- 2.3. The buyer's order will be forwarded to SENKROMA depending on the specifications offered, and SENKROMA will confirm the date on which the delivery will take place.
- 2.4. The buyer will be able to change his order until the order is confirmed by SENKROMA.
- 2.5. After SENKROMA approves the order, the original order shall not be deemed to have been modified unless the amendment described in clause 2.4 is approved in writing by SENKROMA.
- 2.6. Order confirmation for SENKROMA is only valid for the confirmed delivery conditions/quantities.
- 2.7. Offers, orders and order acceptance can be made by any electronic means of communication.

### 3. Establishment of the Contract

- 3.1. The Sales Contract shall be deemed to have been established when the buyer's order is approved by SENKROMA in writing or in any way or if production is started by SENKROMA or if production is started by SENKROMA.
- 3.2. If SENKROMA's approval includes a change in the Buyer's order, the Sales Contract shall be deemed to have been concluded on the date on which the Buyer sends SENKROMA the confirmation to change the order.
- 3.3. In the event that the third party to whom the Buyer supplies products or has a business relationship places an order with SENKROMA or the Buyer requests the delivery of the goods to a third party, the Buyer declares that he is jointly and severally indebted with the third party upon the approval of the order.
- 3.4. Orders placed by the Buyer's authorized, or employees are valid and binding on the Buyer and the Buyer cannot object to these orders.

### 4. Delivery

- 4.1. SENKROMA is obliged to deliver the goods within the time agreed by the parties. In the absence of such a period, SENKROMA will deliver the goods within 30 days from the date of receipt of the final order from the Buyer. In case of delay in delivery, the Buyer shall first give a reasonable time for delivery, and if it is not delivered within the given time, the Buyer may exercise its rights.
- 4.2. If the goods whose delivery time has expired are received by the Buyer, they are deemed to have been delivered on time.
- 4.3. Ownership of the goods, as well as damages and benefits, pass from SENKROMA to the Buyer upon delivery of the goods to the carrier.

### 5. Packaging & Markings

- 5.1. The type and quantity of the product in the package must be stated separately and clearly on the outside of each package.

### 6. Rights and Obligations of the Parties

- 6.1. Rights and obligations of SENKROMA;
  - deliver products in the quantity, quality, packaging and on time specified in the agreements of the parties and this Agreement;
  - At the time of delivery, issue and present to the Buyer the invoice with the delivery note of the delivered goods;
  - In the event of an unexpected event or force majeure that prevents the delivery of the products, notify the Buyer no later than 10 days from the date of occurrence of the event;
  - To convey to the Buyer other information and documents necessary for the smooth execution of the contract.
- 6.2. Rights and obligations of the Buyer;
  - The Buyer has the right to pay the price of the goods delivered to him in accordance with the terms of the contract and;
  - It is obliged to receive the goods provided by SENKROMA in accordance with the terms of the contract.
  - The Buyer may refuse deliveries that do not comply with the terms of the Agreement. However, the Buyer agrees to take delivery of the goods if the nonconformity is remedied by SENKROMA.

### 7. Quality & Warranties

- 7.1. SENKROMA undertakes the quality of the goods sold and that they comply with the quality certificates and/or technical specifications issued by the manufacturer.
- 7.2. SENKROMA; undertakes that the goods comply with the specifications communicated to him with the offer.
- 7.3. The buyer, as a prudent trader, undertakes that he knows the technical specifications of the products he orders and that they are suitable for his own applications.
- 7.4. The buyer is obliged to immediately check whether the goods meet the terms of the Agreement upon receipt.

### 8. Notification of defects.

- 8.1. Defects that can be detected by an ordinary investigation should be sent to SENKROMA as soon as they are noticed, specifying the defects of the products and in writing within 2 days from the date of delivery of the goods at the latest.
- 8.2. In case of hidden defects of the goods, the Buyer must send the defect notification to SENKROMA within 8 days from the date of delivery of the goods.
- 8.3. If a justified defect notification is not made to SENKROMA within these periods, SENKROMA is relieved of all kinds of liability. If a justified defect notification is not made to SENKROMA within these periods, SENKROMA is relieved of all kinds of liability.
- 8.4. SENKROMA is obliged to eliminate the defect within 30 days from the receipt of the defect notification and the understanding that the goods are defective, including conducting tests in its own laboratory
- 8.5. If it is understood that the goods are defective and the defect is not eliminated by SENKROMA despite the time to be given, the Buyer is free to use its optional rights arising from the Turkish Code of Obligations.

### 9. Limitation of Liability

In the event of breach of any provision of the Contract, the Parties shall be liable to compensate the other party for the damage caused by such breach. However, this liability shall not extend to the total amount of the goods delivered in respect of SENKROMA. Value of the contract. SENKROMA shall be liable to the Buyer for loss of profit, loss of income, loss of production, payments made to third parties under the contract, moral damage, non-direct or indirect damages shall not be. SENKROMA shall not be liable for damages arising from the place and manner of use of the goods delivered to the Buyer

### 10. Fee, Payment Method and Delivery

- 10.1. The buyer is obliged to pay the price of the goods within the conditions specified in the Contract.
- 10.2. Payments will be made to SENKROMA's bank account on the due date specified in the invoice from the date of sending the invoice to the Buyer.
- 10.3. Delivery will be made to the address notified to SENKROMA by the Buyer.
- 10.4. The buyer cannot avoid receiving the goods he ordered. However, in case of overdelivery of the goods specified in the order, the Buyer may avoid the delivery of the excess part. It will be sent to SENKROMA together with the Return Invoice for the excess part of the unaccepted goods.
- 10.5. The goods subject to the order can also be delivered in parts by SENKROMA.
- 10.6. The costs associated with the transportation of the goods are borne by SENKROMA unless agreed otherwise
- 10.7. Costs related to payment (Wire transfer/EFT fee, etc.) It belongs to the Buyer.
- 10.8. If the payment is not made on time, SENKROMA has the right to demand a monthly interest of 7%.

- 10.9.** If the invoice is issued in foreign currency; In the event that the Buyer delays the payment, the Buyer is responsible for the increases in the Effective Sales rate of the Central Bank of the Republic of Turkey between the last day the fee must be paid and the day the actual payment is made.
- 10.10.** In cases where the Buyer declares bankruptcy or concordat, becomes insolvent, obtains a certificate of insolvency in an enforcement proceeding against him, and at least 50% of the partnership structure changes, SENKROMA may refrain from delivering the goods.
- 10.11.** If the goods are returned to SENKROMA for any reason, the costs associated with the return of the goods (transportation, storage, etc.) It belongs to the Buyer.
- 10.12.** Unless otherwise stated, the cost of the goods includes transportation costs.
- 10.13.** If the goods are not received by the Buyer despite the fact that the goods are sent by SENKROMA to the delivery address in accordance with the terms of the contract and order, the goods will be deemed to have been delivered.
- 10.14.** Without prejudice to any rights, SENKROMA may not deliver the product in whole or in part upon non-payment (including debts in the previous period) at the agreed term(s).
- 10.15.** In cases where the Buyer is given a discount on the price of the goods, if the payment is not made on the due date, the payments will be made at the non-discounted price after this date.

**11. Termination of the Agreement**

- 11.1.** If either party violates the Agreement, the other party shall give the violating party at least 15 days to remedy the violation. If the violation is not remedied at the end of the given period, the other party may terminate the contract.
- 11.2.** In the event that the Buyer declares bankruptcy or concordat, becomes insolvent, obtains a certificate of insolvency in an enforcement proceeding against him, and changes at least 50% of the partnership structure, SENKROMA may terminate the contract unilaterally immediately.
- 11.3.** Partial or total termination of the contract does not affect the validity of transactions carried out or required to be carried out up to the date of termination.

**12. Privacy And Force Major**

Any information provided to or obtained by the Buyer by SENKROMA will be considered as confidential information, confidential information will be protected in great confidentiality, will not be

**13. Notifications**

- 13.1.** All notifications to be made within the scope of this Agreement shall be made by e-mail to the e-mail addresses of the parties or by notary public or mail to the legal notification addresses. Notifications made in violation of the provisions of this article shall not be considered as a valid notification.

**14. Dispute Resolution**

- 14.1.** Disputes arising from the contract concluded by the parties will be resolved in accordance with Turkish Law. In case of dispute, Istanbul (Çağlayan) Courts and Enforcement Offices are authorized.

**15. Miscellaneous**

- 15.1.** These general terms and conditions of sale apply to contracts established by the parties in advance and by any method (telephone, mail, Whatsapp, SMS, etc.).
- 15.2.** The rights and obligations arising from this contract cannot be transferred or assigned without the written consent of the other party.
- 15.3.** In the event of a difference between the general terms and conditions of sale and the special terms and conditions of sale between the parties, the special terms and conditions of sale shall prevail.
- 15.4.** The stamp duty arising from these general conditions will be paid by the Buyer.