

EPSAN PLASTIK SAN. VE TIC. A.S.

GENERAL TERMS AND CONDITIONS

These General Conditions of Sale ("GTC") shall apply from the date of their entry into force, as mentioned below, to all deliveries of products of any kind ("Products") by us ("Seller") to our customers ("Buyer"). General Terms and Conditions is an integral part of Sales Agreement signed by Seller and Buyer. In case where there is no provision in this GTC, Sale Agreement's provisions shall apply.

1. General

- 1.1. All our deliveries of Products are effected exclusively on the basis of these GTC. We do not accept any terms and conditions of the Buyer that are contrary to or deviate from these GTC, even if we do not expressly object to their application in the individual case.
- 1.2. These GTC shall also apply to all future transactions with the Buyer, without the need to expressly include them in each case.
- 1.3. Our offers are exclusively for entrepreneurs, merchants, legal entities under public law and special funds under public law.
- 1.4. Our offers are always non-binding. The closing of any sales contract requires an order placed by the Buyer and our written acceptance of such order. The declaration of acceptance may be replaced by delivery of the ordered Products to the Buyer.
- 1.5. Any additions, amendments or side agreements to the contract and these GTC must be made in writing. Our employees, with the exception of the managing directors and proxies (*Prokuristen*), are not authorized to make any deviating oral agreements.
- 1.6. **The sending of the order by the Buyer implies its adherence to the Terms and Conditions, notwithstanding any condition to the contrary put by the Buyer that will be unenforceable regardless of when it could have been brought to our attention.

2. Seller's Commitments

- 2.1. Seller warrants that the Product will meet the specifications as set out in the Certificate of Analysis (COA) at the time of delivery. Any other descriptions and representations of the Product by the Seller, including data sheets, are for information purposes only and are not binding. Other specifications shall only be relevant to the contractual quality of the Product if agreed in writing between the parties. The product specifications may be modified by Seller; Seller shall inform Buyer of any modification in due time before delivery. All descriptions, drawings, photographs, illustrations, performance data and technical data, dimensions, weights and other information contained in advertising or technical documents issued by Seller must not be considered as binding specifications and are subject to change without notice.
- 2.2. Seller will supply Buyer with current Material Safety Data Sheets (SDS) regarding the Product.
- 2.3. Subject to Section 8 hereof, Seller will convey the Product to Buyer with good title, free from any lawful lien or encumbrance.
- 2.4. The place of delivery is at our place of business, unless expressly agreed otherwise. Trade terms shall be interpreted in accordance with INCOTERMS 2010. Any delivery to a place other than the place of fulfilment shall be at the expense and risk of Buyer. In the absence of special instructions from Buyer, Seller may determine the method of shipment in its discretion.

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Demirtaş Organize Sanayi Bölgesi
AOS Cad. No:16 / 16369 – BURSA/TURKEY
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3. Responsible Practices

- 3.1. Buyer will (i) familiarise itself with any product literature or information Seller provides under Seller's product stewardship program, including SDS, (ii) follow safe handling, use, selling, storage, transportation, and disposal practices, including special practices as Buyer's use of the Product requires, and instruct its employees, contractors, agents and Buyers in these practices and (iii) take appropriate action to avoid spills or other dangers to persons, property or to the environment.
- 3.2. Buyer shall not on-sell and/or supply the Products to any Third Party Buyer without the Seller's prior written consent, which consent is in Seller's sole discretion. In the event Seller gives such consent, any such on-sale and/or supply by Buyer will be conducted on the basis that (i) the respective transaction (on-sale and/or supply) will be conducted in Buyer's name, and (ii) Buyer is solely and exclusively responsible and liable for that transaction vis-à-vis the Third Party Buyer. For the purposes hereof, "Third Party Buyer" means any entity that is not an affiliate of Buyer and buys (the) Product(s) from Buyer.
- 3.3. Notwithstanding the provisions of Section 5 hereof, Buyer will indemnify Seller for all claims, damages and related costs, including reasonable attorney fees, arising out of Buyer's noncompliance with any of its commitments under Section 3.1 and 3.2 above.

4. Patents/Trademarks

Seller warrants only that the manufacture of the Product covered by this contract does not infringe any patents of the country of manufacture. Buyer assumes all responsibility for use of any design, trademark, trade name, or part thereof, appearing on the Product at Buyer's request.

5. Warranty/Liability

- 5.1. The commitments set out in Sections 2.1 First Sentence, 2.3 and 4 above are Seller's sole warranties in respect of the Product. ANY OTHER CONDITION OR WARRANTY AS TO THE QUALITY OF THE PRODUCT SUPPLIED UNDER THIS CONTRACT OR FITNESS FOR ANY PARTICULAR PURPOSE WHETHER ARISING UNDER STATUTE OR OTHERWISE, IS EXCLUDED.
- 5.2. Buyer shall inspect the Product delivered under this agreement immediately after delivery and shall notify Seller within 2 (two) days of any apparent defects. If any of the supplied Product is rejected because of nonconformity with specifications, Buyer shall have the right to return it to Seller only deficiency is detected after inspection within 8 (eight) days after delivery. Both (1) failure to give written notice of any claim within two (2) days and inspection within eight (8) days from the date of delivery and (2) use of the Product delivered shall constitute an unconditional acceptance of such Product by Buyer and a waiver by Buyer of all claims against Seller in respect of such Product. In the event that Seller determines, after investigation, that Buyer has a right to return the Product due to a defect, Seller shall have the right to choose between repairing the defect in the originally delivered Product or delivering a new Product to Buyer.
- 5.3. Any warranty claims of Buyer expire 12 months after delivery.
- 5.4. The liability of Seller to the Buyer, for whatever legal reason including the warranty for defects, is limited to a% of the agreed purchase price of the Product for which or in connection with which the claim for damages is made. In no event shall Seller be liable for any indirect, consequential, special or punitive damages arising out of or in connection with this agreement.

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- 5.5. Our warranty is strictly limited, at our option, to the replacement of defective or non-conforming products or reimbursement of the purchase price paid, without any other compensation or damages of any kind whatever.
- 5.6. We cannot be held responsible under any circumstances for any loss of profit, personal, indirect or consequential damage, immaterial damage and especially loss of profit, Buyers, opportunities, income of any kind. Our liability is in any event limited to the ... % of the price of the sold Product. In addition, we cannot be held vis-à-vis the Buyer any compensation or reimbursement for any expenditure or commitment or for the creation, development or maintenance of its production, its activities, its Buyers or its business or for any damage whatsoever, which may result from the termination of any contract.
- 5.7. Any liability of Seller according to these GTC is limited to gross negligence and intent. In case of simple negligence, Seller is only liable for damages to life and limb as well as for the violation of essential contractual obligations. The latter are such obligations the proper fulfilment of which is indispensable for achieving the contractual purpose and Buyer may therefore rely on the compliance with such obligations. The liability for the negligent breach of essential contractual obligations is limited to the foreseeable and typical damage.
- 5.8. The limitations of liability according to section 5 hereof shall also apply to the legal representatives, employees and vicarious agents of the respective contractual party.

6. Order

The order includes exactly and only the Products specified in the acceptance of the order. No accepted order can be cancelled or modified without our prior written consent. In the event of acceptance of the cancellation, we reserve the right to invoice the Buyer for any expenses and disbursements incurred.

7. Prices and Payment Terms

- 7.1. Under agreements with a term of more than one month, Seller may change the agreed price, the terms and conditions of payment or transport or the minimum quantities per shipment at any time with fifteen (15) days' prior written notice to Buyer. Buyer's failure to make written objection to the change prior to the effective date shall be considered as an acceptance of such change. If Buyer objects within the fifteen (15) day period, Seller shall have the option (a) to continue delivery at the terms and conditions in effect prior to the announced change, or (b) to cancel the affected Product quantities immediately subject to a written notification to Buyer within fifteen (15) days from receipt of Buyer's written objection.
- 7.2. Seller reserves the right to increase the prices under this agreement by written notice given at any time before shipment if there is an increase in the price or cost of the Product to Seller due to foreign exchange fluctuations, currency regulations, changes in duties or taxes, increase in the cost of raw materials, labour or transport or any other causes beyond the control of Seller. If Buyer is of the opinion that any such increase in price is unreasonable, it may object to such increase by written notice given within fifteen (15) days of the date of receipt of Seller's notice. Seller may remedy the objection and continue to supply Buyer at the current price or, if Seller considers the objection unjustified, terminate the contract immediately in writing.
- 7.3. Prices are exclusive of taxes, packaging not included, shipping costs extra, unless agreed otherwise in the acceptance of the order. Any duty, tax, surcharge or levy on the Products or their transport (including, without limitation, any tax on heavy goods vehicles or other eco tax, general tax on polluting activities, etc., as well as any increase in cost of transportation or packaging) are charged extra. All customs processing fees, duties, taxes and other fees payable on the export or import shall be borne by Buyer unless the Incoterm agreed provides otherwise.

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8. Retention of Title

- 8.1. Title to the Products shall remain vested in Seller until all present and future claims of Seller under the agreement and any ongoing business relationship with Buyer ("Secured Claims") have been paid in full. The Products subject to Seller's retention of title ("Reserved Goods") shall, to the extent possible, be stored separately from other goods on the Buyer's premises and clearly marked as Seller's goods.
- 8.2. Buyer is entitled (a) to process the Product in the ordinary course of business in accordance with section hereof and (b) to sell the resulting products or the unmodified Product (if expressly permitted by Supplier in accordance with section 3.2 above) in the ordinary course of business, provided that Buyer also agrees on a retention of title with its customers in accordance with this section 8. Buyer shall not be entitled to dispose of the Reserved Goods in any other way, in particular not to pledge them or assign them as security
- 8.3. Buyer's rights according to section 8.2 shall cease automatically, without the need for an express revocation, if Buyer (i) fails to make a payment when due or (ii) is in default with the proper performance of or compliance with any other obligation to Seller or (iii) initiates or applies for liquidation, insolvency proceedings or receivership. Seller may then terminate the agreement by written notice to Buyer. Upon termination of Buyer's right to use or resale the Products, Buyer shall immediately make available the Reserved Goods to Seller and Seller shall be entitled to enter the Buyer's premises in order to take possession of the Reserved Goods. To this end, Buyer shall provide Seller with all reasonable assistance in locating and taking possession of the Product.
- 8.4. Seller's retention of title extends to all products resulting from the processing, mixing or combination of the Products ("Manufactured Products") at the full value of the Manufactured Products, the Seller being considered as the manufacturer of all Manufactured Products. If, after processing, mixing or combining the Products with goods of a third party, such third party's title should remain in effect, Seller shall acquire co-ownership in the Manufactured Product in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the Manufactured Products shall be subject to the same provisions as applicable to the Reserved Goods.
- 8.5. Buyer hereby assigns by way of security to Seller any claims against third parties arising from the resale of the Reserved Goods or the Manufactured Products in total or in the amount of any co-ownership share pursuant to Section 8.4, and Seller hereby accepts such assignment. Buyer remains authorized to collect the claims until his authorization to use and sell the Product or Manufactured Product ends according to clause 8.3. Upon termination of Buyer's right to collect and at Seller's request, Buyer shall (i) inform Seller of the assigned claims and their debtors and provide all information necessary for the collection of the claims, (ii) hand over the relevant documents and (iii) notify the debtors of the assignment.
- 8.6. Buyer shall immediately notify the Seller in writing if and to the extent that third parties have access, in particular bring out attachments or seizures, to the Reserved Goods, Manufactured Products or claims belonging to the Seller. Any intervention costs arising from this shall in any case be borne by the Buyer, unless they are borne by third parties.

9. Delivery Time, Call-off

- 9.1. for deliveries on call case of on-call delivery contracts, Buyer shall schedule deliveries of the Product uniformly throughout the calendar year. Not more than ten percent (10%) of the annual quantity of the Product shall be scheduled for delivery in any calendar month, except with Seller's prior written consent.
- 9.2. Delivery times indicated by Seller are only approximate, unless the parties have expressly agreed a delivery date as binding. Delivery periods refer to the time when the Product is made available for handover or dispatch at Seller's factory or warehouse.

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- 9.3. Partial deliveries in appropriate quantities as well as reasonable deviations from the order quantities of up to plus/minus 10 % are permitted.
- 9.4. Default in delivery on the part of Seller always requires a prior written reminder from Buyer with an appropriate grace period of at least one week.
- 9.5. If, after contracting, there are indications that Buyer is not or only partially solvent or that its creditworthiness has considerably deteriorated, Seller has the right to make delivery only versus payment, unless Buyer provides sufficient security upfront. Seller's obligation to deliver shall be suspended as long as Buyer is in default with a due liability vis-à-vis Seller.

10. Transportation

Where the price provides for absorption by Seller of any portion of the freight charges or where Seller provides the transportation equipment at its cost, Seller shall have the right to select the means of transportation. Where the price provides for payment by Buyer of any portion of the freight charges, the freight charges will be those in effect at the date of shipment.

11. Delivery Equipment

During the time that Seller's delivery equipment is in the possession of Buyer, Buyer shall be liable to Seller for damages or destruction of such equipment attributable to Buyer. All repairs to equipment shall be made under the supervision or direction of Seller.

12. Force Majeure

In the event of accident, mechanical breakdown of facilities, fire, flood, strike, labour trouble, riot, revolt, war, acts of governmental authority, pandemics, acts of God, or any other event beyond the reasonable control of Seller which affects the performance of this agreement, Seller shall be relieved of its obligation to deliver for the duration of the event and for a reasonable start-up period afterwards. If the contract provides for regular or continuous deliveries, either party may demand the pro rata reduction of the delivery quantity in accordance with the duration of the event of force majeure. If the obstacle to delivery persists for more than three months or if the postponement or reduction of the contractual performance is unreasonable for one of the parties, each of the parties shall be entitled to withdraw from the agreement. Seller shall not be liable for any consequences of the event of force majeure according to sentence 1. This shall also apply if the event of force majeure occurs during a default in delivery or occurs at one of Seller's suppliers. In any event, Seller is obliged to inform Buyer immediately about the occurrence, the probable damage and the end of an event of force majeure.

13. Governmental Controls

If the price, freight allowance or terms of payment or any price increase or change in freight allowance or terms of payment under this agreement or Seller's ability to make any such increase or change, should be altered or prohibited by reason of any law, government decree, order or regulation, Seller may cancel this agreement upon fifteen (15) days written notice. However, at its option Seller may by written notice elect to postpone the effective date of any price increase or proposed change to the extent so prevented until such date or dates as it is not so prevented. By electing to postpone rather than cancel, Seller will not waive its right to cancel thereafter because of such continued or further alterations or prohibitions.

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14. Non-performance

- 14.1. If Buyer fails to perform any of the terms of this agreement when due, Seller may, at its option, decline to make further deliveries except against cash, or may recall or defer shipments until such default has been cured, or may treat such default as final refusal to accept further shipments and cancel the agreement.
- 14.2. Seller reserves the right, without prejudice to Buyer's liability to pay on the due date, to charge interest on any overdue balance at a rate of LIBOR plus 5% Such rights are in addition and without prejudice to any other rights Seller may have under this agreement.

15. Performance

At Seller's option, any contractual obligation may be performed by Seller or any of Seller's affiliates in the meaning of Sec. 15 subs. AktG ("Affiliates"). Any deliveries made under this Section 15 may be invoiced by such Affiliate and shall constitute performance of the agreement by Seller.

16. Assignment/Transfer

The transfer of this agreement or individual rights and obligations hereunder to a third party is only permitted with the prior written consent of the other party to this agreement. This does not apply to (i) the assignment of Seller's payment claims against Buyer and (ii) the transfer of this agreement with all rights and obligations by Seller to a Seller Affiliate, which are both permitted without restriction.

17. Applicable Law and Venue

This agreement shall be governed by and construed in accordance with the laws of Turkey, the competent court shall be Bursa Courts and Execution Offices. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this agreement.

18. Final Provisions

- 18.1. Failure to exercise any rights under this agreement upon any occasion shall not waive the right to exercise the same on another occasion.
- 18.2. If any provision of this agreement should be or become invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

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