



agile innovation for polymers

**Sales Agreement (No: _____) for
Nylon 6 and 6.6 Polymers (Eplamid and Eplon)
by EPSAN
to _____**

1. Date	_____
2. Seller	EPSAN PLASTIK SAN. VE TIC. A.S.
3. Seller Contact Information	EPSAN PLASTIK SAN. VE TIC. A.S. DOSAB Ali Osman Sonmez Cd. No:16 – 16369 - Bursa / TURKEY Attention : Mr. Arda EFE Phone : + 90 224 261 2020 Fax : + 90 224 261 2718 Email : arda@epsan.com.tr
4. Seller's Shipping Point	EPSAN PLASTIK DOSAB Ali Osman Sonmez Cd. No:16 – 16369 - Bursa / TURKEY
5. Buyer	_____
6. Buyer Contact Information	Tel: _____ Fax: _____ E-Mail: _____@_____
7. Contract & General Terms	<p>General Terms and Conditions is an integral part of this Agreement. In case where there is no provision in this Agreement, General Terms and Conditions' provisions shall apply. By signing this Agreement, Buyer shall also be subject to the General Terms and Conditions.</p> <p>The term of this Agreement begins on _____, 20__, and will continue up to and including _____, 20__ provided, however, Seller may terminate this Agreement early at any time during the term by giving the other party ninety (90) days written notice. This Agreement will not be renewed or extended except upon the mutual written agreement of the parties.</p> <p>If Buyer or Seller elects to terminate this Agreement under Section 8, Seller and Buyer agree that Seller shall supply and deliver, and Buyer shall purchase and receive all quantities of Product covered by binding orders as of the date of Buyer's termination notice.</p> <p>The Seller may, by giving a written notice to the Buyer, immediately terminate this Agreement if the Buyer makes a material breach thereof.</p>

	<p>Either party may, by giving a written notice to the other party, immediately terminate this Agreement upon the occurrence of any of the following events:</p> <p>(a) assets of the other party become subject to or are threatened by any enforcement or execution by any third party;</p> <p>(b) filing by or against the other party of a proceeding under any bankruptcy or reorganization;</p> <p>(c) assignment by the other party of all or substantially all of its assets for the benefit of creditors;</p> <p>(d) filing by or against the other party of a proceeding for dissolution or liquidation;</p> <p>(e) any substantial change in the control of the other party (e.g. as a consequence of a merger with or a takeover by a third party); or</p> <p>(f) any similar event that would reasonably be deemed to prevent the other party's performance of this Agreement.</p> <p>If Seller reasonably foresees any of the foregoing events of Buyer above, Seller may, in its sole discretion and without limiting any other remedy available to Seller, (i) delay or suspend shipment, delivery or any other performance hereunder or stop the Products in transit, and/or (ii) accelerate any installment or deferred payment from Buyer under this Agreement and set off its account payable to Buyer, if any, by such payment from Buyer.</p> <p>As specified in General Terms and Conditions, 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.</p> <p>Disputes arising from the establishment, interpretation, or application of this contract as well as contracts and legal relationships derived from it, shall be resolved by Turkish law in accordance with Bursa courts and Execution Offices.</p>
<p>8. Product</p>	<p>(a) The product purchased and sold hereunder shall be nylon polymer (herein the "<u>Product</u>" or collective "Products"). Product will be shipped from Seller's Shipping Point of delivery to Felixstowe port. Polyamide-6 and Polyamide 6.6 (Eplamid® and Eplon®)</p>
<p>9. Quantity</p>	<p>Buyer agrees to purchase the amount on the each addendum for each sale and delivery: Seller reserves the right to make excess delivery or short delivery by a maximum of 10 % of the contracted quantity, unless otherwise agreed.</p>

<p>10. Price and Payment</p>	<p>The price for each lot should be agreed by the both parties additionally on Order Confirmation forms for each shipment. Calculated product costing weights are provisional. In the event of a deviation, the price shall be adjusted to the actual weight. Offers are only valid for the month that it was received and/or sent, unless otherwise stated or agreed by both parties.</p> <p>Notwithstanding the foregoing, Seller’s right to change the prices is reserved as stated in provision 7 of General Terms and Conditions.</p> <p>Payment shall be received by Seller Cash in 60 days from the date of Invoice immediately available Euros funds. The currency of the contract –EURO/Currency Code 978/. The payment shall be made by bank transfer in EURO. The date of placing the money to the Sellers’ account with the authorized bank shall be the date of the payment.</p> <p>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.</p> <p>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.</p>
<p>11. Delivery Terms and Orders</p>	<p>Product will be delivered by Seller according to CIF (Incoterms 2010) to FELIXSTOWE in full 20’ or 40’ container depending on the order size of the Buyer (1 ton Octabin or 25Kg Pet/Alum/PE). Buyer will unload and release all transportation equipment promptly so that no demurrage or other expense from delay shall incurred since Buyer will be responsible for all charges raised by delay in clearing the Products from the customs. Buyer shall provide Seller with firm binding orders and the Seller should deliver the orders as promptly as possible according to the agreement with the Buyer for each shipment.</p> <p>The seller is not responsible about any delays, after delivering the goods to the transportation company. Delays due to weather conditions, customs etc. are not under the responsibility of the seller company.</p> <p>Buyer shall inspect the Products within 2 days upon receipt of the Products. If there is any shortage in quantity of the Products or any defect of the Products, Buyer shall, within eight (8) days after the date of receipt of the Products, notify Seller in writing thereof with relevant evidences and records.</p> <p>Examinations for the Product shall be made by independent and impartial experts selected by Parties’ mutual consent. If the test reports show that the Products are not compliant to the provided documentation by Seller and/or the Product is defective, Seller will be liable for the test costs. Otherwise, Buyer shall bear all costs and expenses due to the examination.</p> <p>Buyer’s failure to make such notice to Seller within the said period of time shall constitute an acceptance of the Products and release Seller from the obligations to cure such shortage or defect.</p>

<p>12. Buying Incentive</p>	<p>Between the dates <u>...20</u> to <u>...20</u>, if the buyer purchases between 401-500 Mtons, the seller has to return 1% of the total invoices, between 501 -600 Mtons the seller has to return 1,5% of the total invoices, above 601 Mtons, the seller has to return 2% of the total invoices. Buyer has to send a commission invoice and the seller should make the payment within 30 days after the invoice date.</p>
	<p>Seller grants the Buyer the non-exclusive right to use the company logo within the contracted area, in conjunction with the advertising and selling of the Products as specified in this agreement. The logo must be clearly visible in terms of its size and depiction. The Buyer is not authorised to use the Seller brand as a constituent part of an e-mail address or of an Internet address. The customer shall not modify the Seller brand in any way and shall also not use this in a modified form in business. In particular, the use of different coloured designs is not permitted. The authorisation to use the Seller brand is only valid for the term of this contract. With the cessation of this agreement for whatever reason, in particular through termination , the Buyer shall forfeit all rights from using Seller logo and shall refrain from any use of the Seller brand. Logo can only be used with the following Pantone Code : < Pantone 57-7 C ></p> <p>INTELLECTUAL PROPERTY RIGHTS</p> <p>The Seller shall be the owner of any and all intellectual property rights including but not limited to patents, patentable rights, copyright, design rights, utility models, trade marks (whether registered, registerable or otherwise), trade names, rights in inventions, rights in data, database rights, rights in know-how and Confidential Information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action).</p> <p>LIMITATION OF LIABILITY</p> <p>In no event shall Seller be liable or responsible to Buyer for any incidental, indirect, punitive, special or consequential damage whatsoever, including without limitation lost profits and damage resulting from loss of use, irrespective of whether it has been advised, knew or should have known of the possibility thereof.</p> <p>In no event shall seller’s aggregate liability to Buyer under this agreement exceed an amount equal to the% of the agreed purchase price of the Product for which or in connection with which the claim for damages is made.</p> <p>CONFIDENTIALITY</p> <p>During the term of this Agreement and for three (3) years thereafter, each of the parties shall keep in confidence, and shall not disclose to any third party or use for any other purposes than those under this Agreement, those business and technical information designated as “confidential” or the like which it receives from the other party in connection with this Agreement.</p> <p>The provision of Confidentiality above shall not apply to information that:</p> <ul style="list-style-type: none"> (a) is publicly available at the time of disclosure by the disclosing party; (b) becomes publicly available after disclosure by the disclosing party without the receiving party’s breach of confidentiality obligations hereunder; (c) is in the possession of the receiving party at the time of disclosure by the disclosing party;

(d) is obtained by the receiving party without confidentiality constraints from a third party lawfully in possession thereof; or

(e) is independently developed by the receiving party without use of or reference to the disclosing party's confidential information.

Neither party shall issue any press releases or make any statements or announcements to the public or the press concerning the existence or substance of this Agreement or the relationship of the parties hereto, or any Product launches or other significant activities of the parties related to this Agreement, without the prior consent of the other party.

ASSIGNMENT

Neither party shall assign, transfer, or otherwise dispose of whole or any part of this Agreement, or any rights or obligations thereunder without a prior written consent of the other party. Any assignment, transfer or disposition made without such consent shall be null and void.

FORCE MAJEURE

Any delay or failure by either party in performing any of its obligations under this Agreement shall not be deemed a breach of contract or default while and to the extent that such delay or failure is caused by force majeure. For the purpose of this Agreement, force majeure means wars (whether declared or not), revolutions, riots, blockades, embargoes, strikes, civil commotion, lockouts or labor disputes, plagues, epidemics, fires, earthquakes, storms, typhoons, floods or other natural disasters, acts or regulations of any government or agencies, acts of God or public enemy, unavailability of transportation, accident or breakdown in whole or in part of machinery, plant, transportation or loading facility, bankruptcy or insolvency of the manufacturers or suppliers of the Products, and any other cause which may not reasonably be controlled or prevented by the party affected.

The Party which is prevented from performance of its contractual obligations due to the effects of Force Majeure shall immediately and in any case no later than 48 (forty eight) hours after occurrence of Force Majeure event, notify the other Party in writing about such occurrence and, if possible, of its estimated and expected duration, submitting the evidence of its existence.

The Party affected by a Force Majeure event shall take all necessary actions to mitigate the effects preventing it from performance of its obligations herein, keeping the other Party informed of how long the Force Majeure will impede the performance of contractual obligations, and immediately notify the other Party of the cessation of the Force Majeure event. Performance of contractual obligations that is prevented by events considered to be Force Majeure under this Contract shall be postponed for the duration of Force Majeure.

In case of Force Majeure, and provided that notifications thereof have been provided in accordance with this Contract, deadlines for performance of contractual obligations of the Party affected by Force Majeure shall be extended for the duration of Force Majeure.

If the Force Majeure lasts continuously for more than three (3) months, either Party shall be entitled to unilaterally terminate the Contract, notifying the other Party thereof.

Notwithstanding above, Buyer shall still be liable for its payment obligations even in the case of force majeure.

NO THIRD PARTY BENEFICIARIES

Except as otherwise expressly provided herein, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity that is not a party to this Agreement.

SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, then the parties shall amend such provision to the minimum extent necessary to realize the original intention thereof, and the remaining provisions hereof shall be unaffected thereby and remain in full force and effect.

WAIVER

None of the terms or conditions of this Agreement shall be deemed or construed to have been waived by either party unless such waiver is set forth in a written instrument executed by a duly authorized representative of the waiving party.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all previous or contemporaneous negotiations, agreements, and commitments regarding the subject matter hereof.

This Agreement shall not be amended or modified in any manner except in writing by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

Appendix: General Terms and Conditions



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their respective duly authorized representatives effective as of the day and date first set forth above.

EPSAN PLASTIK SAN. VE TIC. A.S.
(SELLER)

(BUYER)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____