



Sirma Elektrik Kömürleri San. ve Tic. A.Ş.
Yeşilce Mah. 4. Levent Oto San. Sit. Çelik Cad. No: 57/2
34418 - İstanbul / TÜRKİYE
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General Terms and Conditions of Sale

1. OFFERS AND ORDERS

- 1.1 General terms and conditions of our company apply regardless of the general terms of the buyer. The buyer is deemed to have accepted these terms in advance.
- 1.2 Any exceptions to the order may be deemed to have been accepted only if approved by us.
- 1.3 Unless otherwise agreed, all our offers do not include tax.
- 1.4 The prices and information contained in the catalogs, brochures and tariffs are indicative only and are binding upon our approval.
- 1.5 Our company reserves the right to make any changes to these General Terms and Conditions of Sale and products (including, but not limited to, shape, color, size or color).
- 1.6 Our company is not obliged to make basic drawing / drawings despite the delivery of the goods realized.
- 1.7 Unless otherwise specified, the proposals submitted are valid for 3 months if submitted at the exchange rate and 10 days if submitted in Turkish Lira.
- 1.8 An accepted order cannot be canceled without our written approval.
- 1.9 Any order of the buyer is strict and unchangeable.

2. DELIVERY

- 2.1 Delivery / production deadlines are only indicative and mutually agreed and committed. The buyer alone cannot agree to cancel the order or other obligations for any reason whatsoever. The buyer is liable to bear reasonable delays in delivery and delays in manufacturing.
- 2.2 Any delay caused by our Company shall not give the Buyer the right of cancellation or termination of the contract, nor can there be any delay penalty from our Company unless there is an arrangement regarding the delay penalty in the contract. If there is a regulation in the contract between the parties regarding the delay penalty, this penalty can only be applied with mutual approval if our company has actually caused a loss due to the delay.





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2.3 In cases of force majeure and equipment or raw material failures, problems arising from transportation, reduction in energy use, any compulsory reduction in our production, problems arising from suppliers and / or subcontractors, our company shall be partially or completely free from all contractual obligations and contract excepted as terminated.

Force majeure, in general, is not caused by our company, but our company partially or completely to fulfill its obligations or delayed unexpected strikes, earthquakes, fire, flood, landslide and so on. natural disasters such as warfare, general and / or partial mobilization, epidemic diseases, rebellion, insurrection, strict management, but not limited to all these, all actions / events that happens out of control of both sides and can not be exceptable.

2.4 The place of delivery is the address of our company unless otherwise specified.

2.5 Regardless of the shipping method, the risks of all shipments exited from our warehouse belong to the buyer.

2.6 Unless otherwise agreed by contract, our company reserves the right to deliver orders with a tolerance of +/- 10%. If this tolerance does not exceed 10%, the Buyer is obliged to accept the delivered goods.

2.7 If there is no contrary provision in the contract, packaging shall be carried out by us, and packaging materials shall not be returned.

2.8 Partial deliveries by the Buyer are reasonably permitted. Our company may charge the buyer the cost differences arising from partial shipments.

2.9 We acknowledge that delivery delays and possible new delivery dates will be notified in writing.

3. TRANSPORT

3.1 It is the buyer's responsibility to assume and secure the shipping costs and risks of the goods sold from the date of delivery, unless otherwise agreed.

3.2 The buyer must receive all goods we declare ready for shipment. Unless otherwise agreed, our company reserves the right to send orders that are kept in the factory's warehouse for up to 4 weeks without the approval of the buyer.

3.3 If no specific agreement has been reached, our company has the right to choose the mode of transportation / cargo company.





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4. WARRANTIES - COMPLAINTS

4.1 If the Product is clearly defective at the time of delivery, the Buyer must notify our Company within 2 (two) days, If the defect is not clearly evident, the Buyer shall be obliged to inspect the product within 8 (eight) days after receiving the product and if it is found that the product is defective as a result of this inspection, it is obliged to notify our Company within this period.

4.2 Our Company warrants its products against any defect within the limits of the mandatory legal provisions. If a defect is detected in the goods given by our company, our technical team will replace the products accepted by our company and repair the defective materials by our technical team. The warranty period is 2 years from the date of delivery of the products to the Buyer and our company does not accept any refund for the products whose delivery is over 2 years, the buyer is deemed to have accepted these conditions.

4.3 Until the expiry of the warranty period, our company undertakes to remove all defects which are examined and approved by our technical team by the warranty. All goods claimed to be defective must be carefully stored by the Buyer and, upon request, returned to our company for inspection by our technical team.

However, in any case, the matters specified in section 4.4 below are not covered by the warranty.

4.4 The warranty does not apply to:

- Worn parts exposed to fire, liquid or corrosive substances,
- In the event of weak or accident due to neglect, inspection or maintenance, poor storage conditions, improper use of goods or use of the goods for any purpose other than their intended use.
- In the event of a failure due to materials supplied by the Buyer or a design implemented by the Buyer
- Modification made by the buyer without the written permission of our company,
- In cases, where the buyer replaces the parts of our Company's goods with other origin parts or a repairs or modification made by the buyer that results with unexpected results on our products,
- Incidental events (accumulation of snow or ice, dust, etc.) or events caused by force majeure or caused by natural causes, including floods
- Products that are not covered by the warranty as a result of the inspection performed by our technical team,
- All cases resulting from any inaccuracies / omissions in the customer's order or any situation attributable to the customer are excluded from the warranty.





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5. PAYMENT

- 5.1. The due date of the buyer's payment is based on agreed payment terms. The buyer is obliged to pay the invoice amount within the agreed period. In case of delay, our company has the right to apply delay interest. Buyer accepts these terms in advance in case of order.
- 5.2. In the event of delivery of partially defective goods, the buyer is still liable to fulfill the payment obligations for the defective part of the order. The remaining quantity will be negotiated with our company.
- 5.3. If there is any delay in payment, after giving a written notice to the buyer, we may suspend the execution of our obligations until receipt of payments.
- 5.4. In cases where it is clearly understood that our payment requests are at risk after the contract is signed; Our company has the right of termination of the contract.

6. INDUSTRIAL OWNERSHIP - PRIVACY

- 6.1 Buyer's data, information, samples, technical drawings, etc. or any information that it shares with our Company during the implementation of the Contract is protected by our Company against third parties.
- 6.2 Buyer accepts and confirms that, Whether it is subject to legal protection or not; All kinds of intellectual and industrial property rights of our company, all kinds of products, designs and designs, all kinds of technical and systems to be used during production, all kinds of inventions and / or patents right, trade secrets and without limitation with these intellectual property rights all kinds of financial, legal, administrative, technical and commercial information, description, idea, project, drawing, product, sample, software, research and development data, innovation, plan, process, specification, know-how, production - marketing data and strategies, financial projections, cost and profit margin data, business plans, all kinds of business and operating activities, working conditions and all kinds of information and documents not limited with these, and '**CONFIDENTIAL INFORMATION AND DOCUMENT**'. The Buyer accepts and confirms and declares that the buyer shall be entitled to the contract for the duration of the contract and after termination or termination of the contract for any reason; to protect these confidential information and documents with utmost confidentiality, not to claim any rights on such information, documents and products and not to violate our Company rights in any way, not to produce, modify, copy, replicate and imitate the products of our Company by itself or by a third party.
- 6.3 In the event of termination or termination of the contract for any reason whatsoever, the Buyer agrees to submit to our company within 15 days at the latest, all kinds of confidential information, documents and documents of our company including, but not limited to, all works, technical sharing, documents of our company. Otherwise, our company has the right to resort to any legal means.





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7. RESOLUTION OF DISPUTES

7.1 Any dispute concerning the interpretation or execution of sales contracts, including the warranty status, is within the exclusive jurisdiction of the Local Courts and Enforcement Offices (Istanbul Central-Caglayan Courts and Enforcement Offices) where the headquarters of our Company is located.

7.2 Subject to certain contract or public policy provisions, in all relations only local laws (Turkish Laws) where our Company headquarters are located, would be applied.

