

## SALE AND INSTALLATION TERMS AND CONDITIONS

This sale and installation terms and conditions (“**T&C**”) is executed by Selectron Elektrokimya San. ve Tic. Ltd. Sti., a company incorporated under laws of the Republic of Turkey, having its registered address at Halkali Merkez Mah. Sengul Sok. No:6 K.Cekmece 34303 Istanbul Turkey (hereinafter referred to as the “**Company**”) and the Customer.

The Company and the Customer referred to individually as “**Party**” and together as the “**Parties**”.

### RECITALS

**Whereas**, the Company is in the business of production, sale and installation of the Goods;

**Whereas**, the Customer is willing the purchase the Goods from the Company and the Company is willing the sell the Goods to the Customer, in line with the provisions of this Document;

**Whereas**, the Parties wishes to regulate herein, their rights and liabilities within the scope of the sale, delivery and installation of the Goods by the Company to the Customer (the “**Project**”), as well as the terms and conditions of the Project.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein, it is mutually agreed and covenanted by and between the Parties to this Document, as follows:

### 1. Definitions

- 1.1 “**Company**” : shall mean Selectron Elektrokimya San. ve Tic. Ltd. Sti..
- 1.2 “**Customer**” : shall mean the party who buys or agrees to buy goods/services from the Company within the scope of this Document.
- 1.3 “**Delivery Date**” : shall mean the date specified by the Company in the Offer, indicating when goods are to be delivered.
- 1.4 “**Goods**” : shall mean the articles (as stipulated under the Offer) that the Customer agrees to buy from the Company, within the scope of this Document.
- 1.5 “**Offer**” : shall mean the document under which the Company transmits to the Customer, the Goods, their specifications, as well as further information with respect to the Customer’s order.
- 1.6 “**Price**” : shall mean the price of the Goods, excluding insurance and VAT, a list of which is found in the Offer.
- 1.7 “**Project**” : shall have the meaning as stipulated under the Recitals section of this Document.
- 1.8 “**Services**” : shall mean the services that the Customer agrees to receive from the Company within the scope of this Document.
- 1.9 “**Sign off**” : shall mean the combined realisation of the following actions by the Customer to enable the Company to initiate the Production of the Goods:
- 1.9.1 Duly signing and execution of this Document as well as the Company’s Offer.
- 1.9.2 Written confirmation of the Company’s product drawings related to the Goods.
- 1.9.3 Transfer of down payment as specified under Article 2.3.

In the lack of any other agreement, the present document is deemed to be accepted by the Customer as per the present conditions, if the Customer Signs off or does not raise any objection to Company’s invoice, within eight (8) days. In these cases Goods are supplied subject to these conditions and these conditions only.

### 2. The Price and Payment

- 2.1 The Price will remain valid for Sign off, for a period of 3 (three) months from the date of the Offer.
- 2.2 The Company shall issue an invoice, amounting to the Price, following the Customer's signing and execution of this Agreement or issuance of a written purchase order by the Customer in accordance with Company's Offer and Customer's confirmation on Company's Goods' drawings and share such invoice with the Customer.
- 2.3 Unless otherwise indicated on the Offer and/or the invoice, Payment shall be made in two parts:
  - 2.3.1 Down payment of 50 % of the invoice amount shall be made by the Customer to Company's bank account which is stated in Article 2.3.3 of this Document, within 3 (three) days as of receiving of such invoice. Customer hereby accepts that this down payment is a part of Sign off and therefore should affect starting of production.
  - 2.3.2 Rest of the invoice amount should be paid by the Customer to Company's bank account stipulated under the Offer and/or the invoice, prior to the shipment of the Goods to the Customer. Parties accept, declare and undertake that, this payment is necessary to realise shipment unless both parties agree in writing on credit terms.
  - 2.3.3 All payments, shall be made by the Customer to Company's bank account.
- 2.4 If payment of the Price or any part thereof is not made by the due date, the Company shall be entitled to:
  - 2.4.1 charge a penalty of 1% for each day of delay in payment of the invoiced amount.
  - 2.4.2 refuse to make delivery of any undelivered Goods whether ordered under this Document or not and without incurring any liability whatever to the Customer for non-delivery or any delay in delivery.
  - 2.4.3 unilaterally terminate this Document, without making any payment to the Customer. The Company's rights as to the compensation, are reserved.
- 2.5 Company may provide the Customer with additional time for payment of the Price, at its sole discretion. In such case, Customer shall be entitled to pay the Price until the end of such additional period. Customer's failure to pay the Price within such additional period, shall be deemed as non-payment under Article 2.4 of this Document.
- 2.6 Should the Customer ask for cancellation of an order after Sign off, all costs incurred by the Company for the execution of Customer's order shall be paid by the Customer to Company's bank account, at Company's first demand.

### **3. The Quotation**

- 3.1 None of the descriptions, specifications, drawings, illustrations and particulars or dimensions submitted by the Company at the quotation stage or present in any of its literature, price lists and advertisements may be deemed as a part of this Document.
- 3.2 The Company reserves its right to cancel the Project, any time before Sign off.
- 3.3 The Parties agree that unit prices of the Goods are sensitive to quantities and therefore the alteration of quantities in Company's quotations may influence unit prices of the Goods.
- 3.4 The Company may, when necessary, stipulate special charges and conditions for split runs, or other special requirements.

### **4. The Goods**

- 4.1 The Customer shall not hold responsible the Company for any misinterpretation of Customer's requirements. Company's quotations are prepared in accordance with Company's interpretation of Customer's provisional requirements. Parties accept that it is the Customer's responsibility to check that Company's interpretation of Customer's requirements / specifications are correct, that any amendments to Customer's provisional requirements/specifications must be expressed in writing and be approved by the Company prior to production phase.

- 4.2 The Company reserves the right to make any minor modifications in design or specification of the Goods without prior notice to the Customer if it deems necessary.
- 4.3 The Customer agrees that some self-assembly may be required on oversized Goods. This will be indicated on Company's Offer and or Sign off drawing which are sent to Customer as a result of a placed order. In such case, the Customer is obliged to follow the fitting instructions carefully, as not to void scope of the Warranty.
- 4.4 If any changes in the construction or design of the Goods or the specification thereof are adopted by the Company, the Customer shall accept the Goods as changed, to comply with this Document.
- 4.5 The Parties agree and accept that slight variations in colour and texture are possible due to timber's nature. The Customer considers such slight variations as usual and hereby accepts and undertakes not to initiate any action against the Company including but not limited to any type of set-off or withholding.

## **5. The Services**

The Company offers installation and after sales services on its own. The technical and commercial conditions offered by the Company shall be applicable for all installations and after sales services.

## **6. Warranties and Liabilities**

- 6.1 The Company warrants that at the time of Delivery Date the Goods will correspond to the description given by the Company in writing in its Offer to the Customer, provided that the provisions of Article 4 are reserved.
- 6.2 All other terms of warranty are depicted in Warranty Conditions and Product Maintenance Instructions.

## **7. Delivery of the Goods**

- 7.1 The Parties agree and undertake that the standard lead in time for the production is 9 (nine) weeks as of the Customer's Sign off. Lead times should be reconfirmed according to the production capacity allowance of the Company's, at the time of Customer's order. Transit times vary in line with the distance between the Company's premises and a delivery address of the Customer.
- 7.2 The Goods shall be delivered to the Customer at the address specified in this Document and shall be deemed to occur upon Company's notification to the Customer indicating that the Goods are ready for onward delivery. The risk in the Goods shall pass to the Customer upon such delivery.
- 7.3 The Company shall not be liable for any direct or indirect or consequential loss, costs, charges, expenses or damages whatever caused directly or indirectly by any delay or failure in the delivery of the Goods, nor shall any delay entitle the Customer to terminate or rescind this Document unless such delay exceeds 3 months.
- 7.4 The Company shall use reasonable endeavours to deliver the Goods within the Delivery Date; however, unless otherwise expressly agreed in writing, Delivery Dates specified by the Company is approximate and given solely for the guidance of the Customer. The Parties agree and undertake that the time shall not be of the essence of the sale, delivery and installation of the Goods. If delivery is made by instalments separate invoices for each instalment may be issued and each delivery shall constitute a separate agreement.
- 7.5 Notwithstanding that the Company may have delayed or failed to deliver the Goods (or any of them) until the Delivery Date, the Customer shall be bound to accept delivery and pay for Goods in full, provided that delivery shall be tendered at any time within 3 months of the Delivery Date.
- 7.6 The Company shall not be bound to onwards deliver any Goods after the appointment of a receiver or liquidator of the Customer or if the Company has reasonable cause to suspect that the Customer cannot pay for the same, until payment in full for the Goods has first been made.

## **8. Customer's Obligations**

- 8.1 The Customer shall be responsible for any obligations arising from any and all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any authority pursuant to all applicable legislation, with respect to the sale, delivery and installation of the Goods. The Company shall have no responsibility therefore and will incur no liability arising from the Customer's possession, or lack of possession, of such requisite above-mentioned.
- 8.2 The Customer shall at all times cooperate and provide the Company with any assistance reasonably required, in order to facilitate the delivery and the installation of the Goods.
- 8.3 If deemed required by the Company, the Customer shall allow the Company to attend and inspect the place(s) where the delivery and/or installation of the Goods will take place, during regular business hours, any time between the date of the execution of this Document until the Delivery Date.
- 8.4 The Customer shall supply all electrical power, fuel and water as is required for the installation of the Goods, at the Customer's cost and expense.
- 8.5 The Customer shall ensure that all delivery vehicles and construction equipment related to the installation of the Goods, have authorization and an unobstructed path onto the place where such installation of the Goods take place.

## **9. Limitation of Liability**

- 9.1 The Company shall not be liable to the Customer under, or in connection with this Document in contract, tort, warranty, negligence, strict liability, product liability or other legal theory (other than for fraudulent or grossly negligent representations) or otherwise for any loss of business, contracts, costs, expenses, profits or anticipated savings or for any incidental, consequential, direct, indirect, special, contingent or exemplary damages or loss whatsoever.
- 9.2 If the Company is found liable to the Customer for any reason whatsoever, the Company's aggregate liability in contract, tort, warranty, negligence, strict liability, product liability or other legal theory or otherwise arising out of or in connection with this Document for the performance or observance of the Company's obligations under this Document will not exceed the aggregate amount of the Price which the Customer has paid to the Company for the sale, delivery and installation of the Goods.
- 9.3 Without limiting the foregoing, none of the Company, its parent companies, subsidiaries or their respective officers, directors, employees, shareholders, agents or representatives shall be liable for any incidental, indirect, special, exemplary or consequential damages, including, but not limited to, damages or costs incurred as a result of loss of time, loss of savings, loss of revenues and/or profits, or loss of goodwill, whether foreseeable or unforeseeable, that may arise out of or in connection with this Document and the Project to be performed hereunder, or the use or maintenance of the Goods by the Customer, even if the Company has been notified of the possibility or likelihood of such damages occurring, regardless if such damages are based in contract, tort, warranty, negligence, strict liability, products liability or other legal theory. In no event will the total aggregate cumulative liability of the Company for any liability to, or damages incurred by the Customer ever exceed the Price actually paid by the Customer to the Company under this Document, regardless of the form of action, whether based in contract, tort, warranty, negligence, strict liability, product liability or other legal theory.
- 9.4 Each provision of this waiver of liability under this Article 9, excluding or limiting liability, shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force indefinitely notwithstanding the expiry or termination of this Document.

## **10. Indemnification**

The Customer shall indemnify, defend and hold harmless the Company and its directors, officers, employees and agents from and against any and all costs, expenses, damages, judgments and liabilities, including attorneys' fees, incurred by or rendered against the Company arising from any claim made or suit brought by a third party arising out of a breach by the Customer of its representations, warranties or obligations under this Document, or the Customer's use or maintenance of the Goods, or the Customer's negligence or misconduct. The Company shall give the Customer prompt written notice of any such claim or suit, and shall permit the Customer to undertake the defence thereof, at the Customer's expense. The Company shall cooperate in such defence to the extent reasonably requested by the Customer, at the Customer's expense. In any claim made or suit brought for which the Company seeks indemnification under this Article 10, the Company shall not settle, offer to settle or admit liability or damages without the prior written consent of the Customer, which consent will not be unreasonably withheld.

### **11. Remedies of the Customer**

Where the Customer rejects any Goods, then the Customer shall have no rights whatsoever, in respect of the supply to the Customer of such Goods or the failure by the Company to supply Goods which conform to this Document.

### **12. Title**

- 12.1 Despite delivery, property of the Goods shall not pass from the Company to the Customer until the Customer has paid the Price in full.
- 12.2 Until property in the Goods passes to the Customer in accordance with Article 12.1 hereof, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer shall store the Goods separately from all other goods in its possession and mark them in such a way that they are clearly identified as the Company's property and maintain the Goods in satisfactory conditions and keep them insured on the Company's behalf for their full Price against all risk to the reasonable satisfaction of the Company (on request the Customer shall produce the policy of insurance to the Company).
- 12.3 Notwithstanding that the Goods remain the property of the Company, the Customer may sell or use the Goods in the ordinary course of the Customer's business unless:
  - 12.3.1 the Company shall give written notice to the Customer terminating such right; or
  - 12.3.2 a receiver or liquidator of the Customer is appointed; or
  - 12.3.3 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of its obligations under these conditions or any other agreement between the Company and the Customer, or is unable to pay its debts; or
  - 12.3.4 The Customer encumbers or in any way charges any of the Goods.
- 12.4 The Company shall be entitled to recover the Price notwithstanding that property in any of the Goods has not transferred from the Company.
- 12.5 Until property of the Goods transferred to the Customer, the Customer shall, upon written request of the Company, immediately deliver up such Goods as have not ceased to be in existence or re-sold to the Company. If the Customer fails to do so, the Company may enter upon any premises owned, occupied or controlled by the Customer wherever situated and repossess the same.
- 12.6 The Company's (but not the Customer's) rights contained in Article 12 shall survive the termination of this Document.

### **13. Confidentiality**

The Parties represent and undertake that they will permanently keep in confidence any and all information which they themselves or any personnel of theirs may obtain from the other Party within the context of this Document and they will treat such information as confidential information and they will not use, or disclose to third persons such information without

obtaining written consent of the other Party (except when legally required). The Parties represent and undertake that their employees and the persons to be appointed for execution of services will also comply with this confidentiality commitment and they will be jointly and severally liable for any infringement by such persons.

#### **14. General Terms**

- 14.1 This Document constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of this Document.
- 14.2 No order placed by the Customer shall be valid unless acknowledged in writing by the Company.
- 14.3 No alteration or addition to this Document shall be valid unless agreed in writing by the Company.
- 14.4 All drawings, quotations, illustrations, descriptions, leaflets, samples and models of or relating to the Goods are the copyright of Company and may not be transferred on to any third party or be copied or used by the Customer in any way. All materials remain the property of the Company and are returnable to the Company forthwith on demand.
- 14.5 If the supply of Goods or Services is delayed or prevented as a consequence or event beyond the Company's reasonable control, including but without limitation, industrial action, breakage of machinery, delays in or cancellation of goods and services by third parties, shortage of raw materials, fire explosion, civil disturbance or force majeure, then the period of delay of the Goods shall be extended to such extent as is reasonable in respect of the circumstances.
- 14.6 If any provision of this Document is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, void able, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, void ness, void ability, unenforceability or unreasonableness be deemed severable and the remaining provision of this Document and the remainder of such provisions shall continue in full force and effect.
- 14.7 If any concession, latitude or waiver is allowed by the Company at any time it is done so without prejudice to their strict and full rights under these terms of business and shall not prevent the Company subsequently exercising such rights.
- 14.8 Failure or delay by the Company in enforcing or partially enforcing any provision of this Document shall not be construed as a waiver of any of its rights under this Document.
- 14.9 Customer shall not transfer any of its rights or obligation arisen from or in connection with this Document to any third party, without taking Company's consent in advance.
- 14.10 All disputes arising out of it shall be subject to the exclusive jurisdiction of the Central (Caglayan) Courts of Istanbul / Turkey and Execution Offices.
- 14.11 This Document is executed by the Company's and the Customer's duly authorized representatives, in one original which will be kept by the Company, as of the day and year first above written.

**Selectron Elektrokimya San. ve Tic. Ltd. Sti.**

Halkali Merkez Mah. Sengul Sok. No:6 K.Cekmece 34303 Istanbul Turkey

02.01.2017