



## CONDITIONS OF SALE

### 1. General

Trelleborg Sealing Solutions Sızdırmazlık Ürünleri İthalat İhracat Üretim ve Ticaret Limited Şirketi (the "Company") concludes contracts for the supply of goods and services only subject to these Conditions, compliant with the Company's catalogues and in accordance to the Company's conformity standards, and a person seeking to be supplied with goods by the Company (the "Buyer") accepts these Conditions. These Conditions will govern relations between himself and the Company to the exclusion of any other terms, conditions, warranties and representations, written or oral, express or implied, even if contained in any of the Buyer's documents which purports to provide that the Buyer's own terms or conditions shall prevail. No additional terms or variations of these Conditions will be valid unless agreed in writing and signed by the authorised signatories of the Company.

### 2. Acceptance

Any acceptance of the Company's quotation must be in writing. No contract between the Company and the Buyer shall be deemed to be concluded unless and until the Company acknowledges the Buyer's acceptance in relation to the Company's quotation in writing or delivers the goods and/or services. The Company's quotations are given without commitment and may be withdrawn or altered at any time up until the Company acknowledges the Buyer's acceptance in writing. Unless previously withdrawn, the Company's quotation is open to acceptance within the period set out in the quotation or in case no period is prescribed, within 30 days following the issuance of the quotation. Any acceptance of the Company's quotation is a deemed acceptance of the Conditions by the Buyer. Upon acceptance pursuant to this Clause, these Conditions shall form part of the contract between the Buyer and the Company (the "Contract"), and by accepting them the Buyer (i) has not relied on any representations, warranties or statements made by the Company other than as expressly stated in the Contract, and (ii) has assessed and determined the suitability of the goods for its purpose and for each of their individual applications.

### 3. Terms of Payment

The terms of payment shall be as set out in the Company's quotation and shall not be varied unless agreed to in writing by the parties. The Buyer shall be liable to pay, from the due date until the payment is made in full (and both before and after judgment) at a rate of interest of 0,1% per day. The Company shall (without prejudice to any other right or remedy) also be entitled to terminate any contract with the Buyer, stop any goods in transit or suspend deliveries and make a storage charge for any undelivered goods in case the Buyer fails to make payment on the due date. Unless otherwise agreed in writing by the Company, all prices are ex the Company's factory exclusive of packaging expenses and any applicable value added or other sales taxes which the Buyer shall be liable to pay.

### 4. Price Variation

If prior to delivery of the goods to the Buyer, the price of the goods increases through any applicable tax, customs and/or other duty levied or paid, the Company reserves the right to increase the price of the goods referred to in the quotation, with a notification made within a reasonable time by the amount of the additional cost or costs incurred by the Company.

### 5. Delivery

The terms of delivery shall be set out in the Company's quotation in accordance with these Conditions and, if not set out in these Conditions, with Incoterms 2010 and shall not be varied unless agreed to in writing by the parties. The Company reserves the right to make partial delivery of the goods and/or services at its sole discretion. In such case each part shall be paid for separately by the Buyer in accordance with Clause 3 (*Terms of Payment*) of these Conditions.

### 6. Force Majeure

The Company shall use its reasonable endeavours to ensure that delivery dates are adhered to, but time shall not be of the essence of the Contract. However, should the Company be in any way prevented or hindered by a cause beyond its reasonable control (including, but not limited to, strikes, lockouts or other industrial actions, import or export embargoes, government intervention, alteration of Turkish or foreign exchange rates and carriage delays) from meeting those delivery dates, the Company shall not be bound to make delivery of any goods and/or services which it may have contracted to manufacture, sell and/or supply and the Company shall not be liable in any manner whatsoever for loss or damage suffered by the Buyer as a result of any such failure or delay in delivery when so prevented or hindered.

## 7. Risk

Any risk from loss or damage of any kind howsoever caused to the goods shall pass to the Buyer:

- 1) In the case of goods to be collected by the Buyer upon such collection or upon the expiry of 7 days from the Company's written notice that such goods are ready for delivery, whichever is the earlier, and the Company shall further be entitled to recover a reasonable charge for storage of the goods after the expiry of such a period. Without prejudice to the right to request payment for the expenses incurred due to the storage of the goods as prescribed in the foregoing sentence, if the storage of the goods by the Company exceeds 30 (thirty) days, the Company shall have the right, but not the obligation, to terminate the Contract and sell the goods to a third party; and
- 2) In the case of goods to be dispatched or delivered to the Buyer on delivery of such goods or if such delivery is not accepted, risk passes when the delivery is tended by the Company provided that any claim that the goods or any of them have been lost or damaged in transit must be made to the Company by the Buyer within 4 business days of the delivery to the Buyer, otherwise the goods will be deemed to have been duly delivered in accordance with the Contract and any claim by the Buyer will be absolutely barred.

## 8. Title and Ownership

Title to all goods supplied to the Buyer shall remain in the Company until the Company has received payment in full and any other sum due in respect of goods sold by the Company to the Buyer under any contract between the Company and the Buyer.

## 9. Tooling

Where the Company provides special moulds for the production of the Buyer's order then, unless agreed in writing to the contrary, these moulds shall be charged at part cost to the Buyer and shall be used exclusively for the production of the Buyer's orders. The moulds shall remain the property of the Company.

## 10. Drawings, Specifications, etc.

- 1) All descriptions, drawings, illustrations, particulars or weights and measures, ratings, standards, statements or details as to the performance, specifications or other descriptive matter, not contained in any document, are given without responsibility and shall not form part of the description of the goods and/or services supplied or to be supplied, so that the Company shall not be under any liability in respect thereof.
- 2) All plans drawings, designs, specifications and other written technical matter forming part of the Contract or supplied in connection therewith shall remain the property of the Company and shall not be copied or disclosed to third parties without the prior written consent of the Company. The Buyer shall return the same to the Company forthwith upon the Company's request to do so.
- 3) The Company reserves the right to make any changes in the specifications of the goods' and/or services which are required to conform with any applicable safety or other statutory requirement or where the goods and/or services' quality or performance are not materially affected.

## 11. Buyers Trade Names and Trademarks

Should the Buyer require that any of the goods he orders be marked with his own name or trademark and for any reason he is unable to accept those goods without prejudice to its further rights under the Contract, the Company reserves the right to sell the goods with the Buyer's name or trademark affixed to them to any third party. The Buyer represents and warrants that it has the authority to use or authorise third parties to use any name or trademark it requires the Company to affix to the goods.

## 12. Quality, Condition and Description of goods

- 1) The Company warrants that materials and workmanship of the goods sold by it shall be of a standard, compliant with the Company's catalogues, the listed specification and in accordance to the Company's conformity standards. If the Buyer gives written notice to the Company that the goods have not been supplied as aforesaid and the same is established to the Company's satisfaction, such goods will be replaced or repaired (at the Company's discretion) at the Company's premises and the term of warranty stated in this Clause shall apply in respect of such replacement or repair. No goods shall be returned to the Company without its prior written consent.



- 2) The above warranty shall apply in respect of matters where the Buyer gives written notice within six months following the delivery or replacement or repair of the goods, respectively. In the case of replacements or repairs, the period of liability of the Company shall in no case exceed 12 months from the original date of dispatch of the goods, after which any claim in relation to the replacement or repairing of the goods shall be absolutely barred.
- 3) Such replacement or repair will be the absolute limit of the Company's liability and the Company will not be liable for any loss except for any loss which arises due to the Company's wilful misconduct or gross negligence (to the extent permitted by law) under any circumstances whatsoever for loss or damage of any kind suffered by the Buyer howsoever caused.

### 13. Liability

Neither the Company nor its suppliers shall in any circumstances whatsoever and save for any loss or damage which arises due to the Company's wilful misconduct or gross negligence be liable for any loss or damage suffered by the Buyer or any third party howsoever caused involving any person, property or interest, directly or indirectly in connection with the delivery, use, functioning or state of the goods and/or services. The Buyer shall be solely responsible for the compliance of the installation with safety regulations issued by competent authorities and in force at the place of its operation.

### 14. Limitations

Any liability for negligence (*hafif kusur*) is hereby excluded to the fullest extent permitted by law.

Without prejudice to the foregoing, the Buyer shall indemnify and keep the Company, its affiliates, directors, employees, agents, appointees, sub-suppliers, consultants and contractors indemnified at all times against any actions, suits, claims, proceedings, demands, damages, losses, charges and all other liabilities and any associated costs and expenses (including legal fees) exceeding the respective quotation value which the Company, its affiliates, directors, employees, agents, appointees, sub-suppliers, consultants and contractors may suffer or incur as a direct or indirect result of or in connection with any damage to property or in respect of any injury to or death of any person which may result from any defect in the goods or the wilful misconduct or gross negligence (other than, for the avoidance of doubt, negligence (*hafif kusur*)) of the Company. The Company shall under no circumstances be liable to the Buyer for any claim, including, without limitation, for loss of profit or any indirect or consequential loss arising under or in connection with this Contract due to the negligence (*hafif kusur*) of the Company.

### 15. Quantities

As far as reasonably practicable, the quantity ordered by the Buyer will be delivered, but the Company reserves the right to vary its quantity by a maximum of plus or minus 10%. The invoice for the goods will be based on the actual quantity delivered in accordance with the normal price.

### 16. Partial Completion

In the case of partial completion of an order by reason of any events referred to in Clause 6 of these conditions, the Company shall be entitled to a payment on a quantum merit basis in respect of all goods supplied/services performed by it without prejudice to its rights should non-compliance be occasioned by the Buyer. Notwithstanding any other right of the Company, if the Buyer cancels any order then the Buyer shall indemnify the Company for all losses and costs incurred by the Company (including loss of profit).

### 17. Patents

- 1) The Company does not undertake that the goods when delivered or any plans, information, designs or specifications supplied in connection therewith, will not infringe, or result in any infringement of any specifications, letters, patent, registered design, trademark or other industrial or intellectual property right. The Buyer undertakes that any design or instruction furnished or given by him shall not be such as will cause the Company to infringe any letters, patent, registered design, trademark or other industrial or intellectual property right, in execution of the Contract and the Buyer shall indemnify the Company against all loss, actions, damages, penalties, costs and expenses to which the Company may become liable in connection with any work required to be done in accordance with such design or instruction.
- 2) The sale by the Company of the goods shall not convey to the Buyer any licence or right to use any inventions, letters, patent, registered designs, trademarks or other industrial or intellectual property right owned or controlled by the Company or any company associated



with the Company except to the extent that one or more of such inventions, letters, patent, registered designs, trademarks or other industrial or intellectual property right may be embodied in such goods.

## 18. Contracting

The Company shall be entitled to sub-contract all or any of part of its obligations.

## 19. Termination

If,

- 1) the Buyer transfers, sells, assigns, mortgages, encumbers, pledges or otherwise disposes of (a) all or substantially all of its assets, or (b) any controlling interest in its business;
- 2) the Buyer consolidates with or merges into another corporation or other entity, or permits one or more other corporations or other entities to consolidate with or merge into it;
- 3) the Buyer becomes the subject of any execution or bankruptcy proceedings, insolvency, reorganization, liquidation, dissolution or assignment for the benefit of creditors, or if any act is done or event occurs (including, without limitation, a konkordato) which (under applicable law) has a similar effect to any of these acts or events;
- 4) any judgment is obtained against the Buyer for any financial distress or any execution is levied on any premises or assets owned or occupied by the Buyer; or
- 5) the Buyer ceases, or threatens to cease to carry on business,

then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel any Contract or suspend any further deliveries under a Contract forthwith without any liability to the Buyer and, if the goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 20. Errors

Typing and clerical errors and omissions in any document (including quotations) issued by the Company are subject to correction by the Company.

## 21. Proper Law

The Contract, these Conditions and all quotations, orders, acceptances and invoices shall be governed by Turkish law. If any terms or any part thereof is rendered void or unenforceable by any legislation to which it is subject, it shall be void or unenforceable to that extent and no further. Any suit, legal action or proceedings arising out of or in connection with any relationship governed by the Contract, these Conditions or any quotation, order, acceptance or invoice may be brought in the Central Commercial Courts of Istanbul which shall have jurisdiction to settle any disputes.

## 22. Notice

Every notice, request, demand or other documentation under the Contract shall:

- 1) be in writing, delivered personally or by prepaid post (or by courier if sent to an address outside of Turkey) or by facsimile transmission;
- 2) be deemed to have been received, subject as otherwise provided in the Contract in the case of a facsimile transmission, upon receipt by the sender from the recipient of a confirmation of receipt and, in the case of a letter, when delivered personally or 5 Business Days after it has been delivered by prepaid post or courier; and
- 3) be sent as required:
  - (i) to the Company at:

Aydinevler Mah. Siteler Yolu Sok. Hilltown Ofis No: 1A / 2 34854 Maltepe / İSTANBUL



[fax details]

[attention details]

(ii) to the Supplier at the address as referred to in the relevant quotation;

or to such other address or fax number as the recipient may have notified to the sender provided that a notice of default, acceleration or termination shall be deemed to be duly served, if served by registered mail (postage prepaid, return receipt requested), telegram, registered electronic post with secured electronic signature, or via a public notary in accordance with the mandatory provisions of Article 18 (3) of the Turkish Commercial Code.

### 23. Assignment

The Buyer shall not be entitled to assign or otherwise transfer any of its rights or obligations under any Contract with the Company without the prior written consent of the Company.

### 24. Export Control

The Buyer agrees and undertakes that:

- a.) it will not use the goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause TSS to be in breach of financial or trade sanctions imposed against Iran or any other destination;
- b.) it will not export, re-export, re-sell, supply or transfer the goods to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the goods are likely to be used for the purposes set out in lit. a.) above;
- c.) it will comply with all applicable export and sanctions laws;
- d.) it will include the same terms in its dealings with its customers; and
- e.) it agrees to fully indemnify TSS for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against TSS arising out of or in connection with any breach of this section whether such breach occurs directly or indirectly, with or without the knowledge of TSS.