

**A- General:**

- 1- The price quotations submitted by Üstün Plastik Ambalaj Sanayi Ve Ticaret A.Ş. (Üstün Plastik in short) are valid for a period of 30 days as of the date of quotation.
- 2- This document will be sent to the customers in various cases and if the customer does not raise objection to the conditions specified in this document by written notice and Üstün Plastik does not accept the objection as valid in written form, the customer will be deemed to accept the conditions in this document. If there is any objection, Üstün Plastik shall consent the objected article will be deemed void in written form. It must be specified in the proforma invoice or order document that relevant article is cancelled and the condition alternately accepted in lieu thereof must be stated.
- 3- An order is dependent on the conditions specified below. Bindingness shall become effective upon signing by the customer of the proforma invoice issued by Üstün Plastik and contained in this document thereafter.

**B- Third Party Rights and Commercial Rights:**

- 1- Any third party rights in the design supplied to Üstün Plastik by the customer or models produced on basis of the information and specifications provided by the company shall be fully under the responsibility of the customer. Customer must ensure the designs and specifications provided to Üstün Plastik, in order to develop new packing pursuant to which or to use on the products by printing label do not violate any third party rights ( intellectual properties such as trademark, design rights, patent and utility model etc.). In case of violation of any third party right, customer shall be liable to indemnify all damages of Üstün Plastik. Such damages include all receivables to be claimed by the third parties, court expenses and other official costs.
- 2- The wastages that occur during manufacturing of the products belonging to the customer are broken and sold to the firms which may use them as recycling raw material with in the frame of current regulations. The products belonging to the customers are never sold or delivered to the third parties without breaking (in form of boxes and covers with also labels of the customers). By this way abuse of the commercial rights of the customer is prevented.

**C- Compliance of the Packing:**

- 1- The customer shall be fully responsible to determine whether or not the packages of Üstün Plastik are compliant to its products. Customer shall make this determination by testing the samples send to it by Üstün Plastik. Üstün Plastik, helps to efforts of its customers in determining whether or not its packages are compliant to product of the customer but the responsibility shall belong to the customer. Üstün Plastik is only liable to help the customer to the best of its ability and provides this aid on basis of the specifications to be sent by the customer.
- 2- Prior to order acceptance, samples will be sent to the customer and the customer will fill the samples with its products and conduct all necessary tests and approve if all is positive. To keep record of the approved samples, the customer will be required to sign, date and write "approved" on two samples with inerasable marker and send them back to Üstün Plastik. These signed samples will be used as reference during the production.
- 3- This condition is not only valid for the products manufactured and sold by Üstün Plastik but also valid for the products bought and sold by Üstün Plastik (such as aluminium folio, thermoform cover and other injection packages, spoons).

**D- Deadline:**

- 1- The labels arrive to warehouse of Üstün Plastik with in 10 and 15 days after receiving the final design confirmation. Then after Üstün Plastik needs 15 days to produce packing at quantity of 1 truckload or 40'HC container load. This term may

change according to daily production capacity or production intensity at the time when order placed. Üstün Plastik, may give a more definite shipment date after the labels arrive to warehouse.

- 2- After the shipment date is determined and notified to the Customer by Üstün Plastik, Üstün Plastik shall make the determined products ready for shipment on the specified date. If a delay occurs inherent to the production process (late or missing shipments of suppliers, unexpected failures on the machine or robot, electricity cut-off etc.) or due to force majeure cases, Üstün Plastik shall immediately inform the customer at the time of occurrence of this delay or indications related to occurrence thereof. The new shipment date shall also be informed by Üstün Plastik together with this notice.
- 3- If Üstün Plastik cannot realize the shipment also on the revised shipment date, customer will be entitled to cancel the order as defined in "Order Cancellation" section.
- 4- If the customer does not elect to cancel the order in the circumstance specified in article D-3, the customer is entitled to charge penalty at the rate of % 0.5 over the invoice amount of that shipment for each week of delay starting 1 week after the day of delay.
- 5- If the delivery mode is not "Exworks or FCA / Üstün Plastik Factory", Üstün Plastik shall not be held responsible for the delays during the shipment since many factors beyond the control will become part. If Üstün Plastik organises the shipment itself, it shall notify the delays to the customer immediately. Üstün Plastik shall only be responsible for the declared shipment date.
- 6- Üstün Plastik, in no event, shall be responsible for the operational losses, production time losses, loss of profit and other direct and indirect losses.

**E- Order Cancellation**

- 1- If customer desires to stop an order after formally placing the order, it shall indemnify Üstün Plastik for the following:
  - x- All labels available in the warehouse of Üstün Plastik, all labels printed in the print shops and waiting for shipment to Üstün Plastik.
  - y- The products produced by Üstün Plastik until cancellation of the order,
  - z- Installations costs like mold assembling, start-up wastage obliged to be suffered by Üstün Plastik.
- 2- This article shall be valid for all cancellations including the order cancellations as specified in "deadline" section and "payment" section.

**F- Detection of Defect and responsibility against the Defects:**

- 1- Defect in some of the shipped products does not allow rejection of the shipment completely and relieve the payment liabilities required to be fulfilled by the customer before or after the detection of the defect.
- 2- Customer must take sample and conduct acceptance test as soon as the products are received by it. Any defect shall be immediately notified to Üstün Plastik. Carton information labels, pictures and samples shall be submitted immediately following this information. Customer shall also be liable to furnish all kinds of evidences that may be required by Üstün Plastik. Defective products must not be broken or sold without obtaining the written consent of Üstün Plastik. Üstün

Plastik may visit the warehouse and factory of customer as a part of the inquiries specified in article F-4.

- 3- In case a defect that may not be able to be detected during acceptance test is detected thereafter, customer shall inform Üstün Plastik immediately as explained in article F-2.
- 4- Üstün Plastik, will conduct a research by following the samples, evidences and information provided by the customer as stated in article F-2. If the claims of the customer are found satisfactory as a result of these inquiries, the amount of compensation shall be determined by mutual agreement.
- 5- The responsibility period of Üstün Plastik against the defects is 8 months as of the date of production. Production date of each lot is available on the information labels on the cartons. In other saying, customer must either consume the products within 8 months following the production date of Üstün Plastik products or must conduct tests to ensure the products that will remain its stock are not defective.
- 6- Storage conditions must be compliant to storage conditions stated by Üstün Plastik in the user manual or information labels on each cartons. Since also the temperature differences between the seasons will be effective, the packages that will be filled must be taken to filling area at least one day before filling and accustomed to the weather conditions of there. If the temperature difference between the storage and filling area is high and mentioned acclimation is not made, some troubles may be lived during filling.
- 7- Üstün Plastik, in no event, shall be responsible for the operational losses, production time losses, loss of profit and other direct and indirect losses. In other saying, the pecuniary liability of Üstün Plastik shall be limited with the amount, to which the number of products agreed to be defective by Üstün Plastik and customer, corresponds over the invoice value.
- 8- If the IML labels are printed with cocktail print, mixing of labels can't be prevented. If 100% guarantee is sought against mixing of labels, each label must be printed as separate plates. The additional costs related thereto will be reflected to product price. The demand in this regard must be notified to Üstün Plastik at the time of beginning of price negotiations.
- 9- In cases the Üstün Plastik team goes to warehouse and factory of the customer to inquire a defect detected by the customer, if it is determined that defect is caused by customer's machine or personnel not by Üstün Plastik , Üstün Plastik shall be entitled to bill the travel and work losses costs of the team sent by it.

**G- Payment:**

- 1- If the payments are delayed, customer must inform the revised payment day to Üstün Plastik. If the customer does not make payment also on the "mutually agreed" revised payment date, Üstün Plastik shall be entitled to cancel the remaining portion of the order. In other saying, Üstün Plastik may suspend the production and shipment until the payment is completed.
- 2- In such case, the conditions specified in "order cancellation" section shall be valid.
- 3- Üstün Plastik shall be entitled to reflect a penalty payment at the rate of % 0.5 over the invoice amount of that shipment for each week of delay in payment against an event described in article G-1. This penalty reflection will start 1 week after the delay of payment occurs.

**H- Label and Product Stock:**

- 1- Quality of IML labels are guaranteed for 6 months by our suppliers. Thus Üstün Plastic also guarantees the quality of IML labels for 6 months as of the time of their entry in to warehouse. The labels which are not processed for 12 weeks in the warehouse will be destroyed and their value will be reflected to customer if the customer doesn't reach an agreement with Üstün Plastik related to the situation of such labels until the end of 12<sup>th</sup> week.
- 2- If the customer stops or delays a shipment, Üstün Plastik bills the value of the shipment number to the customer as if the shipment is performed. In other saying, payment condition will start to run. Further, Üstün Plastik shall be entitled to charge penalty at the rate of % 0.5 of invoice value that shipment for each week of delay when it keeps the products of the customer in the stock one week after the occurrence of delay.
- 3- The customer shall be liable to pay the costs that will arise if it delays the acceptance and discharge of the products. If such costs are paid by Üstün Plastik, it shall be obliged to indemnify Üstün Plastik.

**İ- Settlement of the Disputes:**

- 1- Parties will seek solution with mutual reconciliation initially. Istanbul Courts and Execution Offices shall have jurisdiction in case of disputes arising between the parties.