

### I.Common Provisions

1-The rules contained in this document determine the provisions applicable to all commercial transactions and operations conducted between Üstün Plastic Packaging Industry and Trade Company (Seller) and its customer (Buyer). All parties involved in the commercial activity agree that the commercial relationship between them shall be conducted solely and exclusively within the framework of these terms and conditions. The invalidity of any provision of GTC does not affect the validity of the remaining terms. For any transaction to be conducted before Turkish authorities, the Turkish version of GTC is valid.

2-The fundamental documents governing the purchase and sale relationship are the Sales Acceptance Form (SAF) and its complementary General Terms and Conditions (GTC). No other text, or rules shall apply to the commercial and legal relationship between the parties, except as provided for in the additional clauses of the SAF. Such exceptional provisions shall only be valid for the specific SAF to which they pertain.

3-The contract becomes established for the Buyer upon the signing of the Proforma Invoice (PI) prepared by the Seller in accordance with the order placed following the Price Quotation (PQ). After the completion of advance payment and design approvals, the Seller becomes bound by the contract upon signing the SAF.

### Concepts and Abbreviations

4-The concepts and abbreviations used in this agreement are defined as follows:

**Price Quotation (PQ):** A document sent by the Seller to the Buyer, serving as a preparatory document for the contract.

**Proforma Invoice (PI):** A document issued by the Seller and sent to the Buyer for signature.

**Sales Acceptance Form (SAF):** A document prepared by the Seller and sent to the Buyer, indicating the commitment of the Seller to produce the ordered goods within the framework of the PI, following the receipt of payment and design approvals.

**General Terms and Conditions (GTC):** The single document containing the rules applicable to the commercial and legal relationship.

**Contract:** The legal relationship that becomes effective for the Buyer upon the signing of the PI and for the Seller upon the signing of the SAF.

**Preliminary Agreement (PA):** A preparatory agreement established between the parties for projects requiring a production program longer than three months.

**Standard Delivery Method:** The default method is FCA Üstün Plastic Factory.

**Standard Payment Method:** 30% following PI signature and 70% before loading.

**Enterprise Resource Planning (ERP):** Software that approximately determines the timing of production. It is an estimation and does not provide precise production dates.

**Planned Production Time:** The anticipated production time foreseen prior to entry into the ERP system. It does not constitute a definite production commitment.

### Standards and Guarantees

5-The Seller manufactures products in accordance with BRC PM, ISO9001, ISO10002, ISO14001, and ISO45001 certificates. Additionally, the results of migration tests are available in the Migration Test Results file under the FAQ section of the Seller's website.

6-In this text and on the Seller's website (<https://plastmore.com>), detailed information about standards and guarantees is available. The existence of these details is considered as notification to the Buyer. The Buyer cannot hold the Seller liable for different standards and guarantees.

7-The Seller is established within the Republic of Turkey and conducts its commercial activities according to the laws and standards of Turkish State. Therefore, the Seller is not responsible for different standards and guarantees existing in the Buyer's country or third-party countries. The Buyer is obliged to ensure compliance of the rules and conditions stipulated by Turkish law with the regulations of their own country or third-party countries.

### Usage

8-The shelf life of the produced items is 12 months, and the shelf life of in-mold labels is 6 months. Information about the production date of each item is available on the label. The products must be stored under conditions of 23°C and 50% humidity in the Buyer's storage. The products must be stored under the conditions mentioned above and used within the specified time period. Additionally, the products should follow the first-in, first-out principle. Packaging should be removed from the storage environment at least one day before filling, allowing it to acclimate to the atmospheric conditions and temperature of the environment.

9-The Seller cannot be held responsible for any damages arising from the non-compliance with the specified periods and procedures and for improper filling activity.

10-Upon the Buyer's request and after making the necessary payment, the Seller can provide technical support for both on-site and remote filling. In the absence of such a request, the Seller cannot be held responsible for resulting damages. Storage conditions are provided on information labels on each box, and special attention should be given to temperature

variations between seasons.

### **Demand for Above-Standard Products**

11-There is a distinction between standard productions and special productions. For instance, if a longer shelf life than the standard is desired for in-mold labels, an *Oxygen and UV barrier IML* should be preferred by the Buyer. However, in such a case, since the entire surface of the packaging would need to be covered with barrier IML labels, this process requires specially designed packaging molds. If such a production with special above-ordinary standards and guarantees is not mentioned in the SAF, it is assumed that the Buyer accepts the standard production method.

### **Intellectual and Industrial Property Claims**

12-Designs, models, expressions, drawings, etc., are produced by the Seller in accordance with the Buyer's instructions. The Buyer is responsible for all claims of intellectual rights that may be invoked by third parties due to the produced models. When making requests in this regard, the Buyer must ensure that no intellectual or industrial property rights are violated. The Seller has no duty, or responsibility to conduct research in this matter.

13-Unless a decision has been made by Turkish authorities regarding seizure of products bearing designs produced by the Seller due to claims of intellectual or industrial property rights, the Seller will deliver the manufactured goods to the Buyer even if such a claim has been brought to their attention. In the event of the implementation of such a decision, the cost of seized goods is borne by the Buyer. The Buyer may exercise their right of appeal within domestic law against such decisions. In this context, the Buyer is responsible for compensating the Seller for any incurred damages.

### **Shipping**

14-The standard delivery method is delivery at the Factory (FCA/Üstün Plastic Factory). In this method, the Seller loads the goods onto the carrier's vehicle at the production address, completes customs clearance, and the responsibility of the Seller ends there. Other delivery methods require transportation services from a third party. In this case, any damage arising from the transportation company is the responsibility of the carrier, not the Seller.

### **Insurance**

15-The insurance of the manufactured product is the responsibility of the Buyer. However, in cases where the delivery method necessitates it, shipments can be insured by the Seller and the cost can be added to the shipping costs.

### **Notification**

16-All notifications and communications before and after the establishment of the contract between the Buyer and Seller shall be conducted based on the telephone, WhatsApp, email, and address information provided in the PI and SAF. Any notification made through other means is invalid. Only the notifications from the individuals appointed by the Buyer and the Seller to conduct the business shall be deemed valid.

## **II. Contract Process**

17-The contract process commences with discussions between the parties. During this process, the Buyer obtains all necessary information from the Seller and presents their proposals. The Seller compiles a Price Quotation (PQ) based on the discussed matters and provides it to the Buyer.

18-The PQ is a non-binding proposal. After the analyzation of the PQ, the Buyer prepares their final order and notifies the Seller.

19-If agreed upon, a Proforma Invoice (PI) related to the order is prepared and sent to the Buyer as a definitive offer. In the ordinary course, PI is valid for 30 days from the date of issuance. The Buyer becomes bound by the contract by signing the PI within this timeframe, based on the scope of production described therein. If the Buyer does not provide advance payment and design approvals within 30 days from the date of issuance, they cannot make claims based on the preceding steps. In such cases, the Buyer is responsible for the payment of the incurred expenses. It will primarily be deducted from upfront payment if one has been made

20-If PI is delivered to the Seller within its validity period, the necessary payment is made, and design approvals are obtained, the Seller prepares and signs a Sales Acceptance Form (SAF), becoming bound by the contract from that date onward. For the Seller, the binding document is the SAF, not the PI, as design approvals and advance payment need to be obtained after PI signature. However, for the Buyer, the binding period starts with the signing of the PI due to the fact that the Seller's involvement in production preparations begins upon receipt of the signed PI.

21-Each SAF constitutes a separate purchase agreement. The goods listed in SAF, their prices, and the General Terms and Conditions (GTC) that is valid at the time of SAF issuance, apply as a whole and are exclusively applicable to the purchase agreement contained within the SAF.

### **Product Compliance Approval**

22-The drawings provided in the specifications are not technical drawings. They represent measurements of the box and lid and do not accurately reflect the exact shape of the packaging. If technical drawings are required for activities such as setting up filling machines, these need to be specifically requested by the Buyer. The Buyer has the right to request samples of the products and perform desired checks and tests on them. The approval of samples is assumed upon the signing of the PI. By signing the PI without requesting samples, the Buyer implies acceptance of the related production. In such a case, the Buyer cannot act contrary to the contractual obligations by claiming that the product is unsuitable.

### **Amendment of SAF**

23-Changes in the details of a sale covered by the SAF can only be made if agreed upon by the Seller and if the Buyer covers the additional costs. Otherwise, the Seller reserves the right to terminate the contract for just cause and claim damages incurred from the Buyer.

#### **Long Term Production**

24-For projects requiring a production program longer than three months, a Preliminary Agreement (PA) is prepared by the Seller. The PA is valid for 30 days from the date of issuance. During this period, the Buyer signs the agreement, provides the initial payment, and gives design approvals. Upon receipt of the signed PA, payment, and design approvals, the Seller prepares a Proforma Invoice (PI) related to the first production and sends it to the Buyer. This PI is valid for 5 days from the date of issuance. If the Buyer fails to sign and deliver the PI to the Seller within this period, the PA becomes invalid, and the Buyer is responsible for incurred expenses.

25-Upon the receipt of the signed version of the PI within 5 days, the Seller prepares and signs the SAF, thus making the contract binding in relation to this portion of the production. After the order is entered into the ERP system, the estimated production time is communicated to the Buyer. The overall timeframe for the process is , 30 days of PA validity, 5 days of PI validity and 60 days of production time, 95 days and the Seller aims to complete the initial production within this timeframe. However, this period is for planning purposes only and does not provide an exact production date for the goods in PI. The estimated production time for each order is determined upon its entry into the ERP system. The date provided by the ERP system determines an approximate production time but does not constitute an exact date for the production of goods.

26-For ongoing productions following the aforementioned procedure, if prepayment or design approval is necessary, the Seller prepares a PI related to this portion and sends it to the Buyer. This PI is valid for 30 days. Within 30 days, upon receiving the signed version of the PI, as well as payment and design approval, the Seller signs the SAF, notifies the Buyer about the commencement of production, and proceeds to enter the order into the ERP system to determine the estimated production time. The goal is to complete the relevant production within the 30-day contract and 60-day production timeframe. However, the approximate production times are determined by the ERP system. The provided timeframes here are for planning purposes only and do not constitute a firm commitment.

27-In the case of an existing current account between the parties and when a credit limit is established by Eximbank for the customer, if no prepayment or design approval is necessary for production, the Seller prepares a PI related to this stage and sends it to the Buyer when production time arrives. This PI is valid for 5 days. Within 5 days, upon receiving the signed version of the PI and confirming no design changes will be made, the Seller signs the SAF, notifies the Buyer about the commencement of production, and determines the estimated production time by entering the order into the ERP system. The goal is to complete the relevant production within the 5-day contract and 85-day production timeframe. However, the ERP system determines approximate production times. The provided timeframes here are for planning purposes only and do not constitute a firm commitment.

28-If the credit limit set by Eximbank or the Company Management is exceeded, and if no design approval is required, the Buyer is required to pay the exceeded amount within 30 days. The cost of the goods to be produced will be added to this amount. Along with this request, a summary of the current account will be sent to the Buyer for signature. Unless an approved current account summary and payment are received, the PI will not be prepared. However, if the Management of the Company approves the production without payment, the PI with a 5-day validity can still be prepared within the framework of the procedure mentioned above. The approval granted by the Management is only valid for a single PI and subsequent approvals are required for subsequent productions.

29-In the event that payment is requested and the Buyer does not make the required payment within 30 days, the contract may be justifiably terminated, and all damages and expenses will be demanded from the Buyer. Additionally, during this period, all production and delivery activities are suspended.

30-All determinations in the PA are related to planning the production and do not constitute a firm commitment. The precise production and pricing are determined by the PI and SAF. The prices listed in the PA are for informational purposes only for subsequent productions after the initial production and do not bind the Seller. The definitive price is determined by PI and SAF. By signing the PA, the Buyer acknowledges that the price after the initial production stages, as determined by the PI and SAF, is definitive and any price differences will be reflected in the PI and SAF. If the necessary procedures for the production mentioned in the PA are not carried out by the Buyer, the Buyer is liable to compensate the Seller for any damages incurred.

#### **Cancellation of Order**

31-After the signed version of the PI reaches the Seller, if the Buyer wishes to terminate the contract, the Buyer bears all damages incurred by the Seller as a result. The day the termination notice from the Buyer reaches the Seller is considered the date of contract termination. In such a termination, any product or raw material costs that have been covered may be sent to the Buyer. If the Buyer fails to pay all amounts owed, the Seller may dispose of the products and materials.

### **III. Production**

32-After the signed version of the PI is received by the Seller, the necessary payment is made, and all label design approvals are obtained, the SAF is prepared, signed by the Seller, and sent to the Buyer. At this point, the contract becomes binding for the Seller as well. The first step of the production process is entering the order into the Enterprise Resource Planning (ERP) system.

33-The Buyer will be notified the estimated production date. As the approximate production time cannot be determined before being entered into the ERP system, any previously mentioned dates are considered for planning purposes only and do not indicate an exact production date. The approximate production date or planned production date will not impose any contractual or legal obligations on The Seller.

34-Different molds may have varying daily production capacities, leading to different production times. Additionally, operational delays due to production line occupancy and other factors can extend the estimated production time. Thus the time provided by the ERP system represents an approximate production time and is not definitive. The Seller cannot be held responsible if the estimated production date that is provided by the ERP results in a delay.

#### **Wastage**

35-Any wastage related to the production can be acquired by the Buyer by paying an additional amount in addition to the price stated in the SAF. If the Buyer does not make a written request in this manner, the Seller may sell the defects to recycling companies. Except for payment and acquisition, the Buyer cannot prevent such a sale.

#### **Suspension of Production**

36-The suspension of production and delivery is possible only with the explicit written consent of the Seller. The Seller may accept a request for a temporary suspension for a one-time occurrence and for a maximum of 3 months. At the end of the suspension period, the payment for all products must be made by the Buyer within 15 days after the end of the suspension period. If the Seller's approved suspension period is not accepted by the Buyer or if another suspension is requested at the end of this period, the Seller may rightfully terminate the contract and seek compensation for damages. The time elapsed during the suspension period is included in the warranty period.

### **IV. Delivery**

#### **Shipment**

37-The provided production and delivery times determine approximate durations and do not indicate an exact delivery time. After production is completed, the exact delivery time will be communicated to the Buyer. Once the Seller notifies the Buyer that the products are ready for shipment, the Buyer must take the products within 30 days.

38-The prices listed in the SAF are determined within the framework of the standard delivery method. If the Buyer wishes to use an alternate delivery method, this method must be stated in the SAF. If the Buyer requests a different delivery method, the current shipping costs on the delivery day will be indicated separately on the invoice.

39-A deviation of  $\pm 5\%$  from the promised quantity shall not be considered as a defect in delivery.

40-If there is a difference between the amount stated in the SAF and the actual shipping costs on the day of shipment, the Buyer shall bear this difference. In this case, the shipping cost shall be accepted as the current cost incurred on the day of shipment, not the amount foreseen in the SAF.

#### **Avoidance of Taking Delivery**

41-If the Buyer refrains from taking delivery (inaction or direct refusal) within 30 days after the Seller notifies them that the products are ready for shipment, the delivery is deemed to have taken place, and the Seller is entitled to the full payment for this delivery. If the Buyer is responsible for organizing the shipment and refrains from doing so, fails to carry out the import procedures, does not provide the necessary documents, or fails to physically take delivery of the goods, it is deemed that the Buyer has avoided taking the delivery. In this case, the Buyer is responsible for both the price of the product and the damages incurred by the Seller due to this avoidance.

42-If the goods are shipped by the Seller and the Buyer fails to collect the goods within 15 days after they come under the Buyer's control, the delivery is deemed complete. Neglecting to accept the delivery does not release the Buyer from the obligation to pay for the product, including any additional costs incurred due to refusal or inaction.

43-If the Buyer does not take delivery of the goods when factory delivery is agreed, the goods are kept in the Seller's warehouse. Goods stored for a period of 2 months are destroyed at the end of this period, and a report of this destruction is prepared by the Seller. The Buyer is responsible for compensating the Seller for any damages incurred as a result, including storage costs. The Buyer cannot avoid paying the price of the goods by claiming that the goods were not delivered.

### **V. Defects**

44-Within 7 days following the entry of the goods into the Buyer's area of authority and control, the Buyer inspects the goods to determine if there are any defects. If there is a claim of defective goods or any other objection, the Buyer must notify the Seller in writing within 7 days from the date of actual inspection. If no objections are made regarding the goods within this period, it is assumed that production and delivery were carried out in accordance with the contract.

#### **Determination and Evidence of Defects**

45-Upon identifying a defect in the goods, the Seller will be provided with; a photo of the box information label containing the tracking codes for the production history, photos and videos explaining the defect, samples of the products claimed to be defective, and a report regarding the defect. The Buyer is obligated to provide any information or document requested by the Seller. If deemed necessary by the Seller, an inspection of the products can be carried out at the Buyer's premises.

46-The Buyer cannot destroy products it considers defective without obtaining written permission from the Seller. Otherwise, the Buyer is considered to have failed to prove the claim of defects. Furthermore, if after investigation it is

proven that there is no defect, the Buyer is responsible for covering any expenses incurred by the Seller due to the investigation.

### **Defect Liability**

47-If a portion of the delivered goods is proven to be defective, this does not grant the Buyer the right to terminate the contract. Likewise, due to this reason, the Buyer cannot reject the delivery in full or avoid making payments. If the Seller acknowledges the defect after conducting the necessary examination, the Seller shall replace the defective products with new products of the same quantity and quality without requesting additional payment. Alternatively, the Seller may issue a credit in favor of the Buyer for an amount equivalent to the value of the defective goods. Compensation for any direct or indirect damages claimed to be incurred due to defective products cannot be sought from the Seller. After the expiration of the product shelf life, no claim can be made against the Seller's defect liability for any reason or under any circumstances.

### **Exclusions from Defect Liability**

48-Differences in brightness and color tone that may occur due to the nature of the production and in accordance with commercial practices are not considered defects. The presence of a defect in 2% of the goods does not constitute a defect for the delivered goods. If IML labels are printed with cocktail printing, label mix-ups cannot be prevented. If a 100% guarantee against label mix-up is desired, each label must be printed in separate layers. This must be requested specially by the Buyer and the necessary fee must be paid. This matter must be included in the SAF. Otherwise, the Seller cannot be held responsible for losses incurred due to a standard production practices.

## **VI. Damage**

### **Determination and Notification of Damage**

49-To ensure the compensation for damage to insured goods, the Buyer must fulfill their obligations in this regard completely. The Buyer must take detailed photographs and videos of the container, prepare a damage report to ascertain the situation, and the report must be signed by the vehicle driver and company representative. The damage should be immediately reported to the agency of the shipping company by the Buyer. All documentation, photographs, videos, and reports related to the damage must also be sent to the Seller.

50-After the damage is documented and recorded in a report, the Buyer empties and returns the container. The damaged goods are stored separately in their original condition and must not be used. They are kept ready for inspection by an expert appointed by the insurance company. The Seller cannot be held responsible for any disputes between the Buyer and the insurance company in this matter.

## **VII. Payment**

51-The standard payment method is 30% after the signing the PI and 70% before loading. The Seller and the Buyer may determine other payment methods. However, this condition must be included in both the PI and the SAF. In cases where there is a current account between the parties, even if the Buyer makes a payment by specifying a PI, the payment is first deducted from the outstanding balance. As long as the Buyer has an outstanding balance in the current account, they cannot make any claims based on a payment and specific PI.

52-In cases where valid reasons are presented by the Buyer, the payment date may be postponed by the Seller for a single time. Price differences occurring until the deferred date are added to the amount specified in the SAF and will be paid by the Buyer.

53-If the Buyer requests a deferral and the Seller accepts, an agreement is established between the parties regarding the payment date. If the Buyer fails to make the payment on the deferred date contrary to this commitment, the Buyer is obliged to pay 20% of the payment they should have made as a penalty to the Seller. This is a penalty amount specified due to a **breach of promise** and cannot be deducted from any contractual debt.

54-Additionally, if payment is not made on the deferred date, a **late payment penalty** of 5% of the invoice amount will be paid by the Buyer to the Seller for each full week starting from that date. This payment also cannot be deducted from any other contractual debt. Furthermore, if additional damages arise due to the delay, the Buyer is responsible for compensating for those damages as well.

### **Current Account**

55-The Seller can maintain a current account for long-term productions. The balance in this account determines the Buyer's current debt. In case of discrepancies in the current account records, the details maintained by the Seller are valid. The Seller sends a summary of the current account to the Buyer every 6 months and requests confirmation. The signed and approved current account summary is definitive evidence of the Buyer's debts. The Buyer cannot dispute this.

### **The Bankruptcy and Failure to Pay Debts**

56-Upon learning that the Buyer has declared bankruptcy or is having difficulty making payments, the Seller can request additional guarantees or upfront payment for future production. The Seller communicates this request to the Buyer, giving them a 15-day period to comply. During this period, the contract is suspended. If the Buyer does not provide the necessary guarantees within this period, the Seller can terminate the contract and seek compensation for damages from the Buyer.

### **Termination**

57-In cases where the Buyer fails to make payments and does not request a deferral, the contract established with the

Buyer is terminated by the Seller, and production is halted. Deliveries are not made. However, products that have been produced until this date are delivered to the Buyer after the costs have been covered. Furthermore, products for which payment has been made but delivery has not occurred will not be dispatched to the Buyer until all outstanding debts are cleared.

### **VIII. Final Provisions**

#### **Retention of Title**

58-All deliveries are carried out with the reservation of ownership. The Seller retains ownership until the Buyer pays the full price of the goods. Ownership of the goods is transferred to the Buyer only upon full payment of the price. In long-term business relationships involving multiple deliveries and a current account, the Buyer cannot claim ownership for the delivered goods based on partial payments made until the entire outstanding balance is settled.

#### **Force Majeure**

59-War, government actions, terrorism, epidemics, strikes, social events, riots, uprisings, civil disturbances, coup d'état, military operations and movements, communication disruptions, transportation chain disruptions, difficulties in raw material supply, economic fluctuations, sudden cost increases in any items, accidents, fire, flooding, earthquake, storms, and other natural disasters, decisions, orders from any administrative or judicial authority, are considered force majeure.

60-Due to force majeure, if the Seller cannot fulfill any contractual obligation, It can stop all production processes or rightfully terminate the contract. Therefore, the Buyer cannot claim any compensation from the Seller under any title. All products produced until the termination date are delivered to the Buyer, and their prices will be paid. Due to partial delivery, the Buyer cannot terminate the contract and cannot refrain from taking delivery of the goods or making payments.

61-If the Buyer cannot fulfill the contractual obligations due to force majeure, upon the Buyer's request and the Seller's acceptance, the contract can be terminated, and the damages incurred by the Seller until that date are compensated by the Buyer. If the Seller does not consider the reasons presented by the Buyer as force majeure, the contract remains valid. In this case, if the Buyer withdraws from the contract, the Seller terminates the contract and demands compensation for all damages incurred.

#### **Extraordinary Circumstances**

62-Any circumstance not encompassed by the general or legal definition of force majeure or Act of God, yet arising beyond the Seller's control, which substantially impedes or notably complicates production, is categorized as an extraordinary situation. The regulations governing force majeure similarly extend to exceptional circumstances concerning the Seller.

63-All communications between the parties are conducted in English. In international trade, all texts hold legal validity in English.

#### **Credit Limits**

64-The Seller collaborates with Eximbank for international trade transactions. The Seller's business operations rely on credit limits and payment deadline approvals set by Eximbank for the Buyer. In the event that the Buyer fails to make a payment on time, a notification about the delay is communicated to Eximbank. In such instances, the Buyer bears the responsibility for any adverse effects on their creditworthiness or harm to their reputation resulting from the delayed payment.

#### **Dispute Resolution**

65-Any disputes arising between the Buyer and the Seller are initially resolved through amicable means within the framework of this terms and conditions. If the parties cannot reach an agreement, any disputes arising will be resolved by the Turkish Courts and Enforcement Offices located in Istanbul, in accordance with Turkish Law, the GTC, and the SAF framework.

**Read, Understood, and Accepted.**

Signature, seal, full name and title