

## **Summary of Terms and Conditions**

- 1-**General Terms and Conditions (GTC) constitute the sole valid body of rules that governs our business transactions. Please read the rules detailed below. However, exceptions can be made with the clauses that are stated in the Sales Acceptance Form (SAF).
- 2-**The Price Quotation is not binding. A contract is established for the buyer upon the signing of the Proforma Invoice (PI) prepared in accordance with your order.
- 3-**Subsequently, the seller becomes bound by the contract only after the completion of advance payment and design approvals, by preparing and signing the SAF.
- 4-**If advance payment and design approvals are necessary, the validity of the PI is 30 days; otherwise, it's valid for 5 days.
- 5-**Delivery of the signed PI to the seller signifies the approval of suitability of the product.
- 6-**A preliminary agreement may be established between the parties for projects requiring a production program exceeding three months.
- 7-**The default delivery method, unless otherwise specified, is FCA/Üstün Plastics Factory.
- 8-**The default payment method, unless otherwise agreed, is 30% after the PI is signed and 70% before loading.
- 9-**The approximate production time is determined by rendering the order into the Enterprise Resource Planning (ERP) System. It provides an approximate date and should not be interpreted as the exact production date.
- 10-**Production planning before entering the ERP system does not constitute a definite production commitment. Generally, production is planned to be completed within 90 days.
- 11-**Production is carried out in compliance with Turkish law on standards and guarantees. Special production must be requested in writing by the Buyer.
- 12-**The buyer is responsible for any intellectual property claims made by third parties due to the production of models.
- 13-**When there is an outstanding account balance, even if a payment is specifically made for a particular PI, the payment will be deducted from the outstanding balance.
- 14-**After the production is completed the exact delivery date will be communicated to the buyer.
- 15-**Upon the notification it is mandatory for the buyer to take delivery of the products within 30 days.
- 16-**If goods are shipped to the buyer's address, they must be collected within 15 days after the products have been delivered to the customs authority.
- 17-**Within 7 days of the goods coming under the buyer's control, inspection of the goods must be done. If there is a claim of faulty goods, defects or any other objection, the buyer must inform the seller in writing within 7 days from the date of the actual inspection.
- 18-**A deviation of either plus or minus 5% from the committed quantity upon delivery is not considered a defect.
- 19-**Differences in brightness and color tone that may arise due to the nature of the work and production are not considered defects.
- 20-**Flaws that make up 2% of the goods will not be regarded as defects.
- 21-**All deliveries are made with retention of ownership title.
- 22-**In international trade, the seller conducts business based on the credit limit and payment approvals set by Eximbank. If a payment becomes due and the buyer fails to make it, a delay notification is sent to Eximbank.
- 23-**The Turkish version of the General Terms and Conditions (GTC) is valid for any transaction to be conducted before Turkish authorities.