

**ALBIS PLASTİK SANAYİ VE TİCARET LTD. ŞTİ. GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
("GENERAL TERMS")**

- 1. Scope and Application** 1.1. These General Terms and Conditions of Sale and Delivery ("General Terms") apply to all business relationships between ALBIS Plastik Sanayi ve Ticaret Ltd. Şti. ("Seller") and its customers ("Buyer") and form an integral part of all offers and contracts. The General Terms exclude any conflicting terms of the Buyer unless expressly accepted in writing by the Seller. They also apply to all future transactions with the Buyer.

1.2. These General Terms apply only to Buyers who are merchants within the meaning of Article 11 of the Turkish Commercial Code (TTK) or public law entities.

1.3. The General Terms particularly apply to contracts for the sale and/or delivery of movable goods ("Goods"). Unless otherwise agreed, the version of the General Terms valid at the time of the Buyer's order or last notified to the Buyer in writing shall apply as a framework agreement for similar future contracts without the need for repeated reference.

1.4. Individual agreements with the Buyer (including side agreements, amendments, and modifications) take precedence over these General Terms. Unless proven otherwise, a written contract or the Seller's written confirmation determines the content of such agreements.

1.5. Assignment of claims against the Seller to third parties is prohibited, except as permitted under Article 183 of the Turkish Commercial Code (TTK).
- 2. Information - Consulting - Modifications to Goods** 2.1. Information and consulting services regarding our Goods and services are provided based on manufacturer specifications and the Seller's current experience. Information or consulting not expressly agreed upon in the contract is provided free of charge and without liability.

2.2. Unless expressly agreed, statements regarding general values, performance specifications, or application possibilities do not constitute warranties.

2.3. Customary deviations or deviations required by law are permissible provided they do not impair the usability for the contractually agreed purpose.
- 3. Offers - Conclusion of Contract** 3.1. The Seller's offers are non-binding and subject to change unless expressly marked as binding or include a specific acceptance period.

3.2. The Buyer's orders become binding only upon the Seller's written order confirmation (email is sufficient) or upon delivery. Orders not confirmed or fulfilled within 14 days are deemed rejected.

3.3. In case of discrepancies between the Seller's order confirmation and the Buyer's order, the Seller's confirmation prevails.
- 4. Delivery and Delivery Periods** 4.1. Delivery periods and dates are approximate unless expressly agreed as fixed. Delivery occurs upon handover to the carrier or freight forwarder.

4.2. Delivery periods may be extended due to circumstances beyond the Seller's control (e.g., raw material shortages, force majeure). The Buyer will be notified immediately. If such circumstances persist for more than one month after the agreed delivery period, either party may rescind the contract.

4.3. Partial deliveries are permitted if usable by the Buyer for the contractual purpose and do not cause significant additional costs, unless the Seller agrees to bear such costs.

4.4. Short or excess deliveries up to 10% of the agreed quantity are permissible, with invoicing based on the actual delivered quantity.

5. **Force Majeure** 5.1. War, strikes, lockouts, raw material or energy shortages, governmental decrees, or other force majeure events that prevent or delay production or delivery exempt the Seller from its delivery obligations for the duration and extent of the disruption. If such circumstances persist for more than three months, the Seller may rescind the contract.

5.2. If supply sources become partially or wholly unavailable due to force majeure, the Seller is not obliged to procure from alternative suppliers.
6. **Quality of Goods and Warranty** 6.1. The quality of Goods is determined solely by the manufacturer's product specifications. Samples or technical data provide general descriptions only and do not constitute warranties.

6.2. The Buyer must inspect delivered Goods immediately upon receipt as per Article 223 of the Turkish Code of Obligations (TBK) and notify visible defects within 8 days. Failure to do so forfeits defect claims.

6.3. Warranties are only assumed through explicit written agreements. The warranty period is one year from delivery (TBK Article 231), unless longer periods are mandated by law.

6.4. For defective Goods, the Seller may choose to repair or replace them. The Buyer may exercise other rights under TBK Article 227 if applicable.
7. **Liability** 7.1. Unless intent or gross negligence is involved, the Seller's liability for simple negligence is limited to breaches of essential contractual obligations (TBK Article 112).

7.2. Liability is limited to foreseeable damages at the time of contract conclusion. Indirect or consequential damages are compensable only to the extent typically expected from the Goods' intended use.

7.3. For simple negligence, liability for material and financial damages is capped at TRY 5 million per claim.

7.4. These liability limitations also apply to the Seller's organs, representatives, and employees.

7.5. Limitations do not apply to liability for intent, warranted characteristics, injury to life, body, or health, or under the Product Liability Law.
8. **Confidentiality and Data Protection** 8.1. Information provided by the Buyer is not considered confidential unless expressly agreed in writing.

8.2. The Seller processes contractual data (including personal data) in compliance with the Personal Data Protection Law No. 6698 and may transfer it to third parties (e.g., insurers) only as necessary for contract fulfillment.

8.3. Data controller: ALBIS Plastik Sanayi ve Ticaret Ltd. Şti. Contact: [Address and email]. For data protection inquiries: data.protection@albis.com.tr.
9. **Retention of Title** 9.1. Delivered Goods remain the Seller's property until full payment is received (TTK Article 764).

9.2. The Buyer may resell or process Goods in the ordinary course of business. If Goods are processed, the Seller acquires proportional co-ownership in the new product.

9.3. The Buyer assigns claims from the resale of Goods to the Seller as security.
10. **Governing Law and Jurisdiction** 10.1. These General Terms and related contracts are governed by Turkish law.

10.2. All disputes shall be resolved by the Istanbul (Çağlayan) Courts and Enforcement Offices.

11. Miscellaneous 11.1. If any provision of these General Terms is invalid, the remaining provisions remain unaffected.

11.2. These General Terms may be prepared in Turkish and English; in case of conflict, the Turkish version prevails.