

DELIVERY AND PAYMENT CONDITIONS

I.

The following delivery and payment conditions shall be deemed accepted by the purchaser upon the fulfillment of the order, hence the buyer commits to comply with these conditions. If the buyer is provided with different terms, the terms will only be valid with our written (in writing) confirmation.

II.

Our offers are unrelated (without engagement) in terms of price, quantity, delivery time, and delivery opportunities. Complementary requirements about the orders shall be deemed accepted only if we confirm them. Any extra fees or changes in the customs' duty, VAT rates, import charges, insurance premiums or similar charges and expenses, after the provision of this offer or signature of this agreement, shall be paid by the buyer. The "as before" clause in the order is in any case about the property, not the price.

III.

The delivery/shipment shall always be completed in the factory or shipment warehouse on behalf of the buyer and at the risk of the buyer. Together with the notification stating that the goods are ready, the risk of the goods is transferred to the buyer (all included). The goods are only insured at the expense of the buyer if the buyer explicitly requests the insurance. If the goods are delivered in the carton packages in accordance with the standards, no special charge is required for the packaging. If the goods require different packaging (carton, crate, cage, etc.), the cost of such packages is included in the cost. If the package is returned to the buyer within 14 days of the date of arrival and the package is composed of crate and cage, the package is refunded, but the cartons and inner packaging are not refunded. The track and method of the shipment and the method are decided by the buyer.

IV.

We strive to fulfill orders as soon as possible, but we cannot guarantee the compliance with the delivery time. In case of any failures in the enterprise, traffic issues because of strikes and lockout movements, shortage in raw material, unforeseen situations based on forced and involuntary reasons, events that prevent the delivery and/or the production of the ordered product in full, we will abide by our obligation to deliver the goods in full and these circumstances give us the right to terminate or to postpone the obligation to deliver the goods; the buyer cannot claim compensation due to these circumstances and events. No liability will be accepted for delays due to incidents, catastrophes or delayed deliveries caused by force majeure. We reserve the right to an excess or short delivery of up to 10% of the agreed amount; this share can be up to 20% in special productions.

V.

We are entitled to make partial deliveries. Each partial shipment is considered an operation itself. The fulfillment or non-fulfillment of this task will not affect subsequent works.

VI.

In some cases, and when the payment is made in installments, we may reserve the ownership by inserting retention of ownership clause. The buyer agrees to give the declaration at the execution offices that s/he agrees with the consignment and/or after the order confirmation has been accepted. In this case, the buyer is obliged to insure the property at the new (ex-factory) value against fire and theft. The insurer accepts (in advance) to transfer to the seller the compensation claims against the insurance company in case of damage and at the value of the insured (reserved) goods. In addition, the buyer is obliged to immediately inform the seller of the (legal) acts of the third parties against the insured property, of which the ownership is reserved.

VII.

The payment shall be made in full (net) within 15 days if there is no special agreement. If the payment is not made on time, the debt becomes overdue without any further notice. We reserve the right to demand an interest for late payment (delay interest) from the due is not paid within 15 days from the due date. The default interest rate is the average of the credit interest rates of the three largest banks.

VIII.

Bills and cheques are only accepted provided that cash at the amount of the bill/cheque can be requested at any time. The liability to present them on due and get them protested on time is not accepted. Discount charges shall be paid by the buyer.

IX.

The courts in the commercial center of the seller are authorized about the matters concerning delivery and payment. The court of competent jurisdiction for all disputes is the relevant court of REHAU Polimeri Kimya San.A.Ş. regardless of the amount of the dispute. This also applies to cases involving bills and checks. The agreement between buyer and seller is subject to Turkish Law.

X.

The payment shall be made irrespective of whether the goods are delivered or not and whether there are any deficiencies. The buyer or the party, which gave the order, cannot claim any allocation or refund because of any counter-claim or objection. If the conditions of the payment are not fulfilled and in case of events that reduce the creditworthiness of the buyer and hence, damage the reputation of the buyer, all our receivables, any bills received become due regardless of the maturity of the receivables. In such cases, we reserve the right to demand advance payment or deposit payment or terminate the agreement or ask for compensation since the agreement is not fulfilled. In addition, the seller may use the right to sell the goods to the others and forbid the buyer to sell the goods to the others.

XI.

Complaints shall be submitted immediately in writing to the seller within 7 days of delivery of the goods at the latest. Otherwise, the buyer is not entitled to demand compensation about the defects or shortage of the good. Hence, the complaints about the defections of the goods to be submitted to our mobile vendors and the sellers are not valid. The indemnity claims arising from non-contractual obligations, whether due to the defective or deficient, non-delivery, the violation of the agreement constructively, or in particular acts that are not included in the contract or that are not permitted shall be reimbursed by correcting the goods or replacing the goods (according to the seller's choice). The same conditions in the previous delivery apply for such goods. No other claims can be submitted. The highest amount that is valid in any case is the valid sales price according to the depleted quantity. Compensation claims based on the loss of business, property damage or indirect (subsequent) damage or non-current acts are not accepted. The differences in quality, weight, and color that comply the commercial customs cannot be a source of complaints. The stability of the pain is not guaranteed in plastic materials. The limitation period for all claims of the customer, regardless of the legal reason, is 2 (two) years following the shipment date of the goods.

XII.

For hoses and profiles, the following shares (tolerances) are deemed to be mutually agreed, except for the silicone and elastomeric articles and unless otherwise recorded in norms, standards or records:

- Width, height and diameter DIN 7168, very rough in profiles, if the article is measurable:

For wall thicknesses having a measuring area less than 1 mm= 20%

For wall thicknesses having a measuring area greater than 1 mm= 10%

- For insulation (isolation) hoses:

Width = 5%

Wall thickness = 10%

- For other hoses:

Inner diameter = 2.5%

Wall thickness = 10%

- For RAU-PVC solid pipes (special sizes):

Diameter = 2.5%

Wall thickness = 10%

Except for pipes, the following tolerances, which are measured at room temperature immediately after the production for factory lengths, are accepted.

Profiles RAU-PVC, solid minimum = 2 mm = 0.5%

Profiles RAU-PVC, soft minimum = 2 mm = 1.0%

Profiles RAU-CAB minimum = 2 mm = 1%

For bundles and coils:

From 1.5 m up to 50 m = 0.5%

More than 2.50 m = 0.4%

Shore A hardness values will be taken as 3 for thermoplastics and 5 for elastomers.

XIII.

The right of production for the drawings, shapes, and molds that we produce belongs to our enterprise. Hence, our particular consent is needed for the production and modification of these products. The orderer guarantees that the rights of the goods to be produced and delivered in accordance with the measures and the data will be protected against any third parties. Molds, templates, and other equipment will remain on our property, even if the prices have been paid by the orderer. If we manufacture or supply models, forms, tools, and molds according to customer orders, some of their costs are additionally/separately charged to the orderer. Thus, since only a portion of the costs is paid, the ownership of the models, molds, tools, and accessories still belongs to us. The same rule applies for the modifications to be made in these spare models, molds, relevant forms, tools. The expenses for the tools and form/mold, scraps shall be paid immediately and will include VAT; a contrary agreement can be made. Our obligation of conversation ends in 3 years after the last delivery. Our written and verbal consulting services related to the application are subject to bilateral commitment and liability including the protected rights of third parties, and the buyer is liable for inspecting whether our products and methods are suitable for the relevant purpose. However, if we are obliged to pay compensation, this compensation shall not exceed the scope of deficiencies related to quality.

XIV.

The seller reserves the right to ask for compensation for the costs arising out of the agreement if the buyer cancels the contract and uses the right of termination.

XV.

Orders received in fairs and travels as well as orders accepted by dealers and customer are valid only if we confirm them. Our dealers and customer do not have the authority to collect the money.

XVI.

The buyer cannot transfer the contractual rights to any third parties without the explicit consent of the seller.