

General Conditions of Sale

§ 1

General - Purview of Terms and Conditions

- (1) We operate as intermediaries (middlemen) in the field of resale. These general terms and conditions of sale is valid for all of our clients. They also apply to future contractual settlements with clients with whom we conduct business on a regular basis (regular deliveries).
- (2) Our terms and conditions of sale are exclusive. Clients' terms which contradict or deviate from our terms and conditions of sale will not be recognized, unless we have specifically agreed to them in writing. Our terms and conditions of sale apply even if we supply a client without reservation, in the knowledge that the clients' terms contradict or deviate from our terms and conditions of sale.
- (3) Agreements which are made between us and the client in order to facilitate a settlement (contract) shall be confirmed in writing. Communication via facsimile or e-mail is also deemed as being in writing.
- (4) Verbal agreements, assurances, promises and guarantees given by our staff or other people in connection with the conclusion or the alteration of the contract shall only become binding after we confirm them in writing. Communication via facsimile or e-mail is also deemed as being in writing.
- (5) General Conditions of Sale are posted on the Seller's website (<http://www.varzene.com/> in such format that can be downloaded and reproduced by the Buyer, and presented to approval of the Buyer. If the Buyer stays in a continuous commercial relationship with the Seller, acceptance of the General Conditions of Sale by the Buyer for once shall mean that they are accepted in all other orders and sales concluded by the parties until the content of the GCS (General Conditions of Sale) are changed or their application is discontinued.

§ 2

Offers - Documents Pertaining to Offers

- (1) Conclusion of a sale contract takes place when the Buyer places an order that is validly received by the Seller. An order may be placed with the Seller's representative via mail, facsimile or other written means, other remote communication devices (such as telephone), or directly. Seller's not respond means that the Buyer has been accepted. The Seller reserves his right to change terms of the contract after acceptance by the Buyer – in this case agreement conclusion takes place when the change concerning the order placed is received by the Buyer.
- (2) We retain copyrights and ownership rights to diagrams, drafts, calculations and other documents. This also applies to written documents that have been labeled 'confidential'. The client must obtain our permission in writing if he wishes to hand them over to a third party.
- (3) Our offers are revocable until the client has accepted them.

§ 3

Prices - Terms of Payment

- (1) Our prices are 'ex works' (Incoterms 2000) unless otherwise agreed or stipulated in our confirmation of order.
- (2) Our prices do not include VAT. It will be raised, as defined by law, on the date on which the invoice is written.
- (3) Discount can only be deducted if stated in writing.
- (4) Payment must be made in such a manner that the amount is at our disposal on the settlement date. Any costs and expenses arising from such transactions shall be borne by the client. Judicial rules shall apply if there are delays in payment.
- (5) During the period to elapse from the order date to delivery of the order, if:
 - a. an increase more than 5% occurs in raw material prices,
 - b. an increase more than 5% occurs in the exchange rates USD / TL and EUR / TL,Then, the offer shall be considered to have been accepted, without prejudice to the Seller's right to raise the prices of the goods that have been ordered.

§ 4

Delivery - Delivery Time

- (1) Delivery of the goods purchase by the Buyer shall be realized only according to their respective contract. Realization period of each order is determined by the parties to the sale contract.
- (2) The Buyer accepts in advance possible deviations in the deliveries based on placement status of the order.
- (3) The Buyer is obliged to accept the goods within the specified period or after it is notified by the Seller that the goods to be received are ready. If the Buyer is late in receipt of the goods for more than two days, the Seller is entitled to charge the Buyer with the storage costs, or to withdraw from the contract and sell the product to another client. Storage cost of the goods that are not received is TL equivalent of Euro 20 per day of storage as calculated on the basis of average exchange rate per 1 ton of the product being stored, provided that daily minimum storage fee of the goods is Euro 20 regardless of weight.
- (4) If a client is supplied on a regular basis, we would request him to furnish us with his monthly requirements in advance. The quantities should be roughly the same and the dates of delivery should also be supplied. If the client fails to supply the quantities and delivery dates or is late in doing so, we are entitled to allocate quantities and dates of delivery at our discretion.
- (5) If the client defaults on acceptance or is culpably in breach of his duty to cooperate (principal or secondary contractual obligations), we are entitled to compensation for any damages or additional expenses incurred. We reserve the right to claims resulting from the above.
- (6) Force majeure entitles us to postpone delivery for the duration of the delay and a reasonable amount of time for preparatory purposes. This also applies if such events happen during a delay which has already occurred. In the face of force majeure, all circumstances which complicate delivery or indeed make it impossible, and for which we are not to blame, are on a par. These include measures of political or economic nature, those relating to currency or other sovereign matters, strikes, lockouts, obstructions on the routes of transport, import and customs clearance. It makes no difference whether these circumstances occur on our premises, the premises of one of our suppliers or the place from which the goods are delivered. If the Seller fails to fulfill his obligations as a result of the abovementioned circumstances, or is in delay for more than 12 months, then the Buyer may request termination of the contract. If, in the course of such a delay, our purchasing costs and/or our transport and/or clearance costs (cost prices) change by more than 10% since the point of time at which the contract was concluded, we are entitled to make reasonable price adjustments at our discretion.
- (7) Buyer's revoking the order after acceptance of the order by the Buyer may only be possible with official written approval of the Seller in this regard. If the order is revoked in part or in full with consent of the Seller, the Buyer should bear the costs incurred by the Seller in connection with performance of the contract.
- (8) If the Buyer is late in payment of amount of the goods supplied to him, the Seller may refrain from fulfilling other orders of the Buyer until the respective payments are made.

§ 5

Passing of Risks - Packaging Charges - Quantities/Minor Deviations

- (1) We deliver 'ex works' (Incoterms 2000), unless otherwise agreed or stipulated in our confirmation of order.
- (2) Packaging, which is over and above the purposes required for transport, or special protection, e.g. for longer-term safekeeping or storage, have to be specifically agreed upon. The client shall bear the costs for such packaging and protective measures, unless specifically otherwise agreed.
- (3) If the clients so wishes, we will cover the delivery with transport insurance; the costs of such a policy shall be borne by the client, unless specifically otherwise agreed.
- (4) We are entitled to effect partial deliveries of a reasonable amount, especially to clients who receive regular deliveries. Minor deviations in the contractually agreed quantities, provided they are within the bounds of usual industrial standards, are permitted. If an item is denoted as 'circa', we are entitled to deliver up to 10 percent more or less.
- (5) Unless otherwise agreed or prescribed in the confirmation of order, the risk, including the possible risk of loss, passes to the client as soon as the goods leave the address of loading. If a place of delivery is not named in the confirmation of order, it will be our warehouse. The risk passes to the client as stated, even if a carriage-paid delivery (e.g. 'carriage-free-delivery' or 'carriage and duty prepaid') to the contractually determined place of destination has been agreed.

§ 6

Description of the Object of Purchase - Liability for Defects - Compensation

(1) It is the client's responsibility to describe the details and specifications of the object of purchase (such as certain grades, qualities, deviations from any standards) clearly, completely and properly. The client shall bear the responsibility for incomplete or unclear particulars.

(2) We shall only be liable for a certain grade, quality or a particular application or suitability if this has been explicitly agreed. Guarantees regarding composition, durability or anything else have to be explicitly agreed upon in writing. The content of a stipulated specification or an explicitly stated application does not, for instance, constitute a guarantee unless it has been expressly agreed upon in writing. We may agree to provide mill test certificates, declarations of conformity, test reports or similar documents (accompanying documents), but without an explicit agreement in writing, they do not constitute a warranty or liability.

(3) Clients' warranty claims will only be considered on the assumption that they have fulfilled their duty of examination and requirement to give notice of defects properly and without delay. Documents which have been sent or handed over to the client, or the resale of the goods in question by the client, do not affect his duty of examination and requirement to give notice of defects.

(4) The Buyer shall be responsible for the technical data to meet the requirements of quantity and quality of the materials stated in the contract. The Buyer is obliged to examine the goods provided by the Seller in terms of quality and quantity as soon as they are received.

(5) Pursuant to article 23/1.c- of Turkish Commercial Code, the special provision governing examination period in commercial sales;

“If it is apparent during delivery that the goods are defective, the Buyer should notify the Seller accordingly within two days. If it is not apparent, the Buyer is obliged to examine or have examined the goods within eight months following receipt, and if becomes evident as a result of such examination that the goods are defective, he shall be obliged to notify the Seller accordingly within this period.”

(6) If there are defects in the goods sold as a result of any operation performed by the Buyer, Seller's liability shall be subject to only notification within due time and acceptance of the complaint by the Seller's supplier, and be limited to value of the defective product.

§ 7

Place of Jurisdiction - Place of Performance

(1) The place of jurisdiction for both parties to the contract is ISTANBUL.

(2) TURKISH Law shall apply in the event of dispute. The application of the UN Sales Law is out of the question.

(3) The Place of performance is ISTANBUL.