

## General Terms and Conditions of Sale and Delivery of Derin.

### Article 1. Definitions

1.1 The following definitions apply to these general terms and conditions:  
DERIN.

The Client: the counterparty to DERIN

The Agreement: the purchase and sale agreement.

### Article 2. General

2.1 These general terms and conditions apply to all offers and agreements between DERIN and the Client, unless they are expressly stated in writing not to apply.

2.2 The application of any general terms and conditions used by the Client is expressly excluded.

2.3 If any provisions in these general terms and conditions are void or revoked by the courts, the remaining provisions remain in force. Derin and the client shall negotiate substitute provisions that are in line with the original provisions in terms of purpose and scope.

### Article 3. Offers

3.1 All offers are free of engagements, unless indicated otherwise in writing.

3.2 An agreement shall take effect EITHER once an offer is accepted by the Client and confirmed by DERIN in writing as an order, OR if an order placed by the Client is confirmed in writing by DERIN or DERIN started the execution of the order.

3.3 If the agreed price, discounts or delivery times are based on an apparent error, DERIN is entitled to correct the mistakes or to cancel the order; the Client has the same right.

### Article 4. Price and payment

4.1 All quoted prices are exclusive of VAT and other government duties, as well as any costs incurred in the context of the agreement, such as administrative, transport and COD charges.

4.2 If an additional discount is agreed for the purchase of a certainty quantity or range in an order, DERIN is not obliged to apply the additional discount if fewer or different goods than those agreed are ordered.

4.3 Unless expressly agreed otherwise, all orders are accepted on the basis of PRE-PAYMENT.

#### 4.4 a. Payment condition for PREPAYMENT INVOICE:

The amount invoiced to be paid in advance must be paid NO LATER THAN 5 WORKING DAYS BEFORE the scheduled delivery date into the bank account of DERIN.

#### b. Payment condition for NON-prepayment invoice:

**NETT payment strictly within 30 days**, unless expressly agreed otherwise.

The above does not prevent DERIN, for reasons of its own, from requiring at any time security for compliance with the financial obligations.

4.5 If the invoiced amount is not paid into the bank account of DERIN within the payment term, then the Client is in default by law without the need for any declaration of default and is liable for interest on the unpaid amount at 1% per month or part month, or at the statutory interest rate current in the Turkey in case the latter is higher.

4.6 In the event that collection becomes necessary then all collection costs are payable by the Client equal to 10% of the principal owed with a fixed minimum of EUR 250.

4.7 If the debt collection involves court proceedings then all legal costs, including legal advice and representation in court and out of court, as well as all execution costs, shall be paid by the Client.

4.8 Even if the Client is of the opinion that the quality of the delivered goods is not in accordance with what he purchased, this does not release him from the obligation to pay.

4.9 If fewer goods are delivered or received in good condition than invoiced, and the Client objects in good time, the Client remains liable for the amount invoiced in respect of the goods received in

undamaged condition.

### Article 5. Delivery / Transport Damage

5.1 Delivery is made ex-works from the manufacturer or from the warehouse of DERIN. In case delivery has been agreed on the basis of 'freight paid', DERIN is entitled to charge the Client extra freight costs in relation to the m3 of the goods ordered.

5.2 The Client is obliged to receive the goods at the moment they are delivered by DERIN, or at the moment that DERIN has made the goods available to the Client.

5.3 If the Client refuses to receive the goods or fails to provide the information or instructions to enable delivery, the Client is fully liable towards DERIN for costs of extra handling, storage and insurance, such with a minimum of € 250 per full or partially not received order. Such costs must be paid by Client before the goods shall be redelivery by DERIN or shall be handed over to the Client.

5.4 Notification of a delivery date is always indicative and not a deadline. If the delivery date is exceeded, the Client is still obliged to purchase the goods unless before delivery the Client serves DERIN with a notice of default, providing DERIN with a reasonable period in which to deliver, and this period also has expired.

5.5 DERIN is entitled to deliver the order partially and to invoice separately each partial delivery.

5.6 The delivery term for goods, where it is agreed that the goods, all or in part, shall be paid before delivery (i.e. DOWNPAYMENT INVOICE), starts to run from the sixth day following the day after the date of the confirmation of the order.

5.7 If a DOWNPAYMENT INVOICE is not paid, DERIN has the option either to dissolve the agreement, or seek compliance. In the latter case, DERIN is entitled to amend the price previously agreed in line with any subsequent price increases. The obligation of DERIN to deliver will be suspended for the same duration as the non-payment.

5.8 Upon delivery, the Client shall check the condition of the packaging and, if this has any defects, make a clear note on the forwarding note or delivery bill. If there is any serious defect to the packaging, the Client shall, in the presence of the driver, open the packaging to check the goods for damage. The Client shall notify DERIN immediately and e-mail a photo of the condition in which the goods and packaging have been delivered.

5.9 If it is discovered that the goods are damaged as a result of the faulty packaging, the Client shall refuse to accept the goods and hand them back to the driver. The Client shall immediately notify DERIN by fax or e-mail.

### Article 6. Cancellation

6.1 Unless notified otherwise, an order can be changed without any costs or charges at the latest during the working day (=24 hours) following the day the order has been confirmed by DERIN for such changes as number, measures or colours.

6.2 No order can be cancelled without the express consent of DERIN. If DERIN should agree to the whole or partial cancellation of, or change to, an order, it may attach financial conditions to this. If DERIN agrees for one specific order, such does not create any rights in case of subsequent requests by Client.

6.3 If costs are already incurred in the performance of an agreement and DERIN agrees to cancel in whole or in part an order, the Client shall pay these costs to DERIN on first demand.

### Article 7. Differences, complaints and returns

7.1 Small differences to the specifications of certain products can occur in terms of shape or colour, dependant of the material from which the products are manufactured. Despite any such differences, DERIN has nevertheless complied with its obligation to deliver.

7.2 If the goods are not delivered in good condition or, in the opinion of the Client they are not in accordance with the order or not all goods have been delivered as per the order, the Client shall immediately notify DERIN, and in any event not later than the fifth working day following the day on which the goods are received, by e-mail or fax. DERIN is not obliged to deal with complaints that are received too late. If the Client files a

complaint, it must provide as clear a description as possible of the defect and attach a digital photo to the e-mail.

7.3 A complaint is not justified if the goods are not used in accordance with the instructions for use, if they are used inexpertly or not used for the purpose for which they were intended or if any defect is caused by the lack of care of the Client.

7.4 If the goods are damaged through transport, the Client shall send to DERIN the copy of the delivery note showing that the Client duly noted the damaged condition of the goods. If no such note of the delivery note has been made, then DERIN shall not accept the complaint. See also the provisions in Article 5.8.

7.5 If the complaint is found to be justified by DERIN then DERIN has the choice either to dissolve the agreement with regard to the defective goods and crediting the Client, or replacing the defective goods.

7.6 Goods that are the subject of a complaint may only be returned to DERIN if DERIN has given prior written consent for this or has indicated that it wishes for the goods to be returned. In the latter case, the goods shall be returned to DERIN as soon as possible. If the goods are not returned within eight days of the request for their return, it is assumed that the Client wishes to keep the goods and has withdrawn the complaint. In such a case, the full purchase price is payable for the goods.

7.7 If in response to a justified complaint DERIN has replaced the defective goods, then DERIN is deemed to have delivered such goods in good time, even if the deadline set by the Client has expired.

7.8 In the event of a complaint, the Client shall follow the instructions of DERIN contained on its website, or which DERIN will fax or email to the Client on request.

#### **Article 8. Suspension and termination**

8.1 DERIN is entitled to suspend in whole or in part performance of its obligations under any agreement or to dissolve the agreement if:

- the Client has failed to comply on time, in full or at all with its obligations under previous agreements;
- if having entered into the agreement, DERIN has good grounds to fear that the Client will not (be able to) comply with its payment obligations;
- the Client was requested to provide financial security but has failed to supply any such security or any adequate security.

8.2 If, due to delay on the part of the Client, DERIN can no longer be expected to comply with the agreement upon the terms originally agreed, then DERIN is entitled to dissolve the agreement.

8.3 DERIN is also entitled to terminate the agreement if circumstances arise whose nature and extent means that DERIN cannot be expected according to the principles of reasonableness and fairness to perform the original agreement.

8.4 If the cause of the dissolution is within the scope of the risk of the Client, or is caused by any act or omission of the Client, then DERIN is entitled to claim for the costs it has incurred and for any loss of profit.

#### **Article 9. Liability**

9.1 DERIN accepts liability for loss suffered by third parties insofar as this is the result of the application of the Product Liability Act (*Wet Productaansprakelijkheid*) and up to the maximum amounts referred to in that Act.

9.2 DERIN does not accept loss other than or in exceeding that specified in the previous section, among which loss as a consequence of non delivery of non delivery within the agreed term of goods ordered, unless caused by a deliberate act or gross negligence on the part of DERIN. If DERIN is liable on the grounds referred to in this section, then any liability for loss of profit or consequential loss is expressly excluded.

9.3 The liability of DERIN is at all times limited to a maximum of the amount of the goods that are damaged. Liability for any further damage is expressly excluded.

9.4 Any other damage, including loss of profit and consequential loss, resulting from failure to deliver on time or at all, is expressly excluded.

#### **Article 10. Force majeure**

10.1 In the event of force majeure, all obligations of either party are suspended until the situation of force majeure has ended. If the force majeure lasts longer than eight full weeks, then either party is entitled to dissolve the agreement without any liability to compensate the other party.

10.2 'Force majeure' includes, in addition to the circumstances prescribed by legislation and case law, import and export bans by or due to any government decision, the failure of suppliers or service providers of DERIN to deliver on time or at all, suspension of work by, or a high amount of sick leave amongst, the employees of DERIN or its suppliers.

10.3 DERIN is also entitled to rely on force majeure if the situation of force majeure has started after DERIN should have fulfilled its obligations.

10.4 Insofar as at the time the situation of force majeure commences DERIN has partly fulfilled its obligations under the agreement or is still able to do so, then DERIN is entitled to invoice for all the parts of the agreement it has complied with or will comply with. In such a case the Client is obliged to pay this invoice as if it were a separate agreement.

#### **Article 11. Retention of title**

11.1 All goods delivered remain the property of DERIN until the Client has fulfilled its obligations to DERIN in full. If any invoice remains unpaid, DERIN's retention of title shall also cover all goods previously delivered which have been paid for by the Client.

11.2 Goods delivered by DERIN subject to retention of title may only be sold in the context of normal business practice.

11.3 The Client is not authorized to process, pledge or otherwise encumber the goods subject to retention of title.

11.4 If any attachment is levied by a third party upon the goods subject to retention of title, then the Client shall inform the party levying the attachment of the retention of title and notify DERIN of this immediately.

11.5 The Client undertakes to keep insured the goods subject to the retention of title against fire, explosion, or water damage, as well as against theft. On demand by DERIN the Client shall provide a copy of the insurance policy, as well as ensure that the rights under the insurance policy covering the goods subject to the retention of title shall be transferred to DERIN or that DERIN is subrogated in these rights.

#### **Article 12. Intellectual property rights and copyrights**

12.1 DERIN retains the rights and powers it accrues on the basis of the Copyright Act and other intellectual and industrial legislation and regulations relating to all the goods it supplies, insofar as these rights do not belong to any third party.

12.2 The Client may not have goods supplied by DERIN copied elsewhere, or manufacture imitations thereof that differ in only minor details from the goods supplied, or become directly or indirectly involved, or have any interest in such activities.

12.3 Without the prior written approval of DERIN, Client is not entitled to multiply photographs, designs or descriptions published in catalogues, brochures, DVD's and such, by –as an example- using these on the internet.

An authorisation by DERIN to use such information, does not mean that third parties, like the author, may not object against any use and does not affect the author's rights.

#### **Article 13. Applicable law / disputes**

13.1 All agreements are subject to the law of the Netherlands.

13.2 The court with exclusive jurisdiction is the Court established in Turkey.

This also applies if the goods have been delivered in part or entirely abroad or if the Client has its registered office or is domiciled abroad, unless mandatory law provides otherwise.

13.3 The parties shall always endeavour to resolve a dispute amicably, before any application is made by either party to the courts.