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GENERAL CONDITIONS OF SALE

1. Parties

The phrase "Seller" refers to POWER TK MAKİNA SERVİS SANAYİ VE TİCARET ANONİM ŞİRKETİ and the phrase "Buyer" refers to the real or legal person with whom the Seller has a business relationship.

2. Subject

2.1. These General Conditions of Sale define the mutual rights and obligations and form the legal basis for the contractual and order-based relations between the Seller and the Buyer, unless otherwise expressly agreed in writing.

2.2 By ordering goods from the Seller, the Buyer will be deemed to have accepted these General Conditions of Sale.

3. General Provisions

3.1. Offers made by the seller will not be binding.

3.2. The information shared in the offer belongs to the Seller. The Buyer cannot use the information shared in the offer against the Seller in any way.

3.3. The information provided to the Buyer is confidential and cannot be disclosed to third parties without the written consent of the Seller.

3.4. If the buyer is a legal entity, orders are placed only by the authorized person. Orders placed by the Buyer will be deemed accepted and binding only upon written confirmation by the Seller. Seller's non-response shall not be considered as implied approval. If the terms in the Seller's order confirmation differ from the terms in the Buyer's order, the Seller will be deemed to have accepted the terms specified in the order confirmation unless the Buyer objects to these provisions within 24 hours. In case of an error in the order confirmations, the Seller will not accept responsibility or be obliged to examine it in any way, unless the Buyer reports the error immediately upon receipt of the order confirmation or within six hours from delivery at the latest.

4. Delivery Conditions and Passage of Risk

4.1. The possible delivery date specified by the seller in the order confirmation is not binding. If it is not possible to deliver the goods on the possible delivery date, the Seller may notify the Buyer of a new delivery date and the Buyer accepts and undertakes in advance that he will not object to the newly notified possible delivery date.

4.2. Unless otherwise expressly agreed in writing, the Seller may make the delivery all at once or in parts.

4.3. The delivery conditions specified by the seller will be FCA (incoterms 2010). Unless expressly agreed otherwise in writing, the Seller's factory or warehouse to which the goods are sent for delivery will be the place of performance.

4.4. If the Seller, upon the Buyer's request, sends the goods to a place other than the place of performance, all risks and dangers shall pass to the Buyer at the time the Seller ships the goods to the shipping agency, carrier or any other person or company engaged in such work.

will be done. In this report, the undamaged of the goods will also be determined. Except for hidden defects, the Buyer cannot claim that there is a defect in the goods after delivery. Hidden defects will be repaired under the warranty provided by the manufacturer.

4.5. The delivery of the goods is made through a written report drawn up and signed by the Seller's representative and the Buyer's representative together.

5. Price

5.1. Unless otherwise expressly agreed in writing, prices will be determined excluding VAT.

5.2. Unless expressly agreed otherwise in writing, payments can only be made in the agreed upon currency.

5.3. If there is a change of 3% or more in the inputs between the contract date and the date of delivery of all the goods, the Seller may request a price revision in proportion to the impact of this change on the cost.

6. Payment Terms

6.1. Unless otherwise expressly agreed in writing, the method of payment is cash. The delivery time of the goods does not start until the payment is made.

6.2. Buyer may claim offset only with undisputed or resolved and finalized claims. In all other cases, and unless expressly agreed otherwise in writing, payments will be made in accordance with the terms set out in the order confirmation without any set-off. If a payment is made by money order, bill of exchange or check, the payment will be deemed to have been made only on the date the relevant payment is collected. All kinds of bank expenses will be covered by the Buyer.

6.3. Legal default interest will be applied to overdue amounts. The seller may request payment of expenses related to notice, collection, inspection and investigation, and legal counsel.

7. Preservation of Ownership

The delivered goods will remain the property of the Seller until the purchase price, default interest, notices and collection expenses and other expenses are paid in full.

8. Buyer's Default

8.1. If the delay in acceptance of the goods by the buyer exceeds 14 days or if the delivery is not accepted, the Seller shall have the right, among other rights, to store the goods at the Buyer's expense and risk and to invoice these goods as if they were duly delivered and accepted.

8.2. If the Buyer defaults in making payments due under the Contract, the Seller may suspend deliveries until payment is made. If the Buyer defaults in payment in accordance with the Contract, the Seller may, after giving a reasonable grace period, terminate the Contract and demand that the Buyer pay its outstanding debts, even if they are not yet due or have been given a deadline.

9. Compliance

9.1. The Client agrees to fully comply with all applicable laws, including but limited to those related to bribery, fraud, corruption, or international trade.

The term "Laws" refers to all applicable laws, rules, regulations, directives, decrees, ordinances or statutes of the United States of America, the United Kingdom, the European Union, and other applicable countries and territories, including but not limited to the United States Foreign Corrupt Practices Act, the UK Bribery Act, and all applicable anti-corruption laws of other countries, U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and the U.S. Department of State, and laws administered by the UK Office of Financial Sanctions Implementation (OFSI) and the UK Department for Business, Energy and Industrial Strategy (BEIS), as well as European Union regulations and sanctions, and all other applicable international trade laws.

"Corruption" means the offering, promising, giving or authorizing of any payment or transfer of anything of value, directly or indirectly through third parties, to any person for the purpose of influencing any act or decision of that person or securing an improper advantage to assist the Company or its affiliates in obtaining, retaining, or conducting business.

9.2. The Client undertakes not to export, re-export, transmit, transfer, or divert, directly or indirectly (each a "waiver"), the goods, technology, software, warranty manual and/or supplement to the warranty manual, any printed documentation relating to the goods, warranty, and/or any other service; or services in violation of laws that currently prohibit or restrict dissemination involving the country or government of Russia, the Republic of Belarus, the territory of Crimea, Ukrainian territory not controlled by the government, the Republic of Cuba or Cuban nationals (including companies owned or controlled by Cuban nationals), the Islamic Republic of Iran, the Democratic People's Republic of Korea (North Korea), The Syrian Arab Republic (Syria), and any other embargoed or sanctioned country or territory, in violation of any law, or entities subject to applicable sanctions regulations.

9.3. The Client undertakes, not to circulate goods, technologies, software, warranty manual and/or supplement to the warranty manual, any printed documentation relating to the goods, warranty, and/or any other service; or services in violation of the laws:

- (i) to any person or entity listed or considered as a blocked, prohibited, or restricted party by the U.S. Department of Commerce, the U.S. Department of the Treasury, the U.S. Department of State, persons or entities identified on the European Union's consolidated list of sanctioned persons or parties, as well as, the United Kingdom; or
- (ii) For any purpose or use prohibited by the government of the United States, the United Kingdom, or the European Union, such as the production or proliferation of nuclear, chemical, or biological weapons.

9.4. The Client shall not do anything that could cause the Supplier to be in violation of anti-corruption, export control, or trade sanctions rules and shall defend, indemnify, and hold the Supplier harmless from all fines, losses, and liabilities incurred by the Supplier as a result of the Client's failure to comply with these rules. The Supplier reserves the right to refuse to enter into or perform any order, or to cancel any order at its sole discretion, if the Suppliers considers that the Client has not complied with all the conditions of this Article 9.