

- (1) Orders of Baerlocher Kimya San. Tic. Ltd. ti. (referred to hereinafter as "BAERLOCHER") are placed exclusively on the basis of the following General Terms and Conditions of Purchase (referred to hereinafter as "GTC of Purchase"). These GTC of Purchase of BAERLOCHER also apply to future transactions with the supplier. The supplier is deemed to acknowledge the validity and applicability of these GTC of Purchase when accepting the order or, at the latest, when executing the delivery.

- (2) BAERLOCHER does not accept any(3102d1(o)-50rmo)-5(s)11()-56(an)4(d)3()-



terms and conditions of business of the supplier – accepts delivery without reservation.

- (1) Offers are prepared by the supplier without charge. Requests for offers or quotations of BAERLOCHER are without engagement and do not give rise to any obligation of BAERLOCHER.
- (2) The supplier can only accept the order of BAERLOCHER within a period of two weeks. Acceptance is deemed timeous if the notice of acceptance is served upon BAERLOCHER within the said time limit. Up until acceptance, BAERLOCHER is entitled to cancel the order without charge. The order is deemed cancelled in due time if the cancellation is made prior to the service of the notice of acceptance.
- (3) The supplier is obliged to explicitly advise BAERLOCHER in the case that the request/ offer of BAERLOCHER is only accepted with changes. In this case the contract is only deemed consummated upon approval of such changes by BAERLOCHER.
- (4) If the supplier has a more favourable solution in terms of technology or costs than proposed by BAERLOCHER in its order, the supplier will propose

- (1) Teklifler Tedarikçi tarafından herhangi bir ücret tahakkuk ettirmeden hazırlanır. Baerlo B A

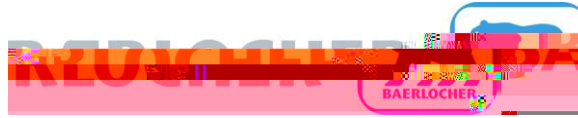


such solution to BAERLOCHER as an alternative.

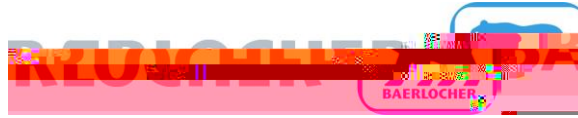
- (5) Any subcontracting – in whole or in part – by the supplier with regard to fundamental contractual tasks requires the prior consent of BAERLOCHER.

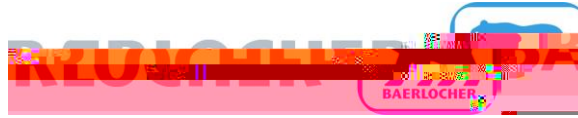
- (1) The supplier must comply with the agreed delivery dates and times. Delivery is deemed timeous if the delivery arrives at the destination designated by BAERLOCHER within the agreed time limit.

- (2) If circumstances occur or become apparent or foreseeable suggesting that the agreed delivery time cannot be complied with, the supplier is obliged to notify BAERLOCHER in writin



- (2) The consignment must be accompanied by the delivery note and packing slip as well as by all legally specified documents such as ID cards, certificates etc. All shipping documents and the outer packaging must bear the order numbers and the details specifying the point of unloading, the recipient of the goods and

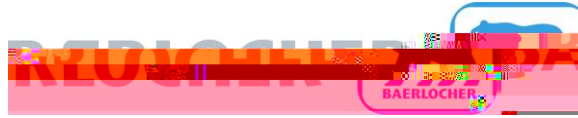






- (5) Payment must by no means be deemed to constitute approval of the delivery as compliant with the specifications in the contract.

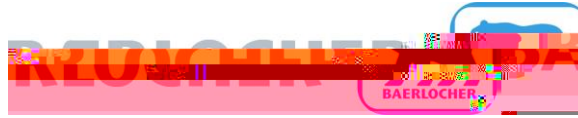
- (6) BAERLOCHER has unrestricted rights of set-off and retention.



information, prescribed by the statutory provisions aforementioned in sentence 1 of this subsection, without request.

- (3) The supplier's warranty also extends to the parts and services procured from sub-suppliers.
- (4) BAERLOCHER undertakes to inspect the goods without undue delay as to non-compliance as regards quality or quantity. Any detected defects must be reported within a reasonable period. In any case, such notice of defect is deemed given in due time if it is received by the supplier within 8 working days from the date of receipt of the goods, or in the case of hidden defects, from the date of detection of the defect.
- (5) BAERLOCHER is entitled to assert any statutory warranty rights for defects without restriction. In any case, BAERLOCHER is entitled to claim from the supplier, as BAERLOCHER thinks fit, either remedy of the defect (subsequent improvement) or delivery of a new item (hereinafter also collectively referred to as "subsequent perfo





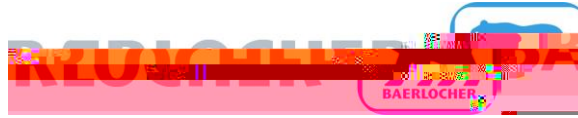
period is suspended for the duration of the subsequent performance.

- (9) The limitation period for warranty rights is 24 months, calculated from when the risk has passed to BAERLOCHER. For repaired or newly delivered parts, the aforementioned warranty regulation applies, calculated from th



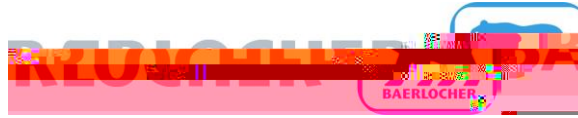
provision of material certificates for the primary materials.

- (4) The inspection does not affect the supplier's warranty.
- (5) Material and inspection certificates are included in the scope of delivery and must be available upon delivery. [REDACTED]
- (1) The supplier is obliged to take out and maintain, at its own expense, an adequate liability insurance

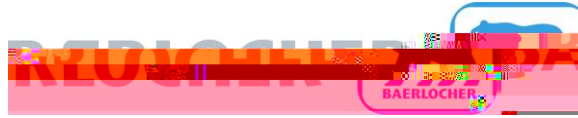


period of a long-term supplier declaration, the supplier undertakes to specify the changes made by the supplier by an appropriate note in his invoice and moreover to give written notice of such changes to the customs foreign trade department under whose jurisdiction BAERLOCHER falls (double notification obligation). It is to be noted that supplier declarations containing an exclusion clause are not accepted by BAERLOCHER. An exclusion clause in this context means any rider to the prescribed wording of the supplier declaration, which limits the import of the declaration by making reference to subsequent individual documents (delivery notes, invoices etc.) and to any existing or non-existing labelling or identification.

- (3) The supply of goods that are not " goods



to as e.g. "European Union", the specific country o



regulations and the regulations for environment protection.

- (2) The supplier carries sole responsibility for compliance with the accident prevention regulations Instructions of the manufacturer, if any, must be made available to BAERLOCHER upon delivery.

The supplier may refer to the existing business relationship only with the written consent of BAERLOCHER.

If BAERLOCHER and the supplier agree on the application of the Incoterms, such an agreement is deemed to refer to the Incoterms in the respective current version valid at the time.

- (1) The supplier must provide BAERLOCHER with the requested plans, calculations etc.,



become invalid or impracticable in whole or in part, this will be without prejudice to the validity of the remaining provisions hereof. In this case, the parties will be obliged to arrange for the invalid or impracticable provision to be replaced by a valid or practicable provision which corresponds to the economic purpose of the invalid or impracticable provision as closely as possible. The same applies if a gap is found in the contract and/or these GTC of Purchase which needs to be filled.

- (3) The place of exclusive jurisdiction and the place of performance for all disputes arising out of the contractual relationship is Istanbul Central Courts. BAERLOCHER is however entitled to also sue the supplier at the statutory place of jurisdiction.
- (4) The contractual relationship is subject to the laws of Turkey.

Status: 4 April 2014

veya uygulanamaz olması, kalan hükümlerin geçerliliğini etkilemeyecektir. Böyle bir durumda, taraflar geçersiz veya uygulanamaz hükümleri, söz konusu bu geçersiz ve uygulanamaz hükümlerin ekonomik amaca uygun olarak geçerli ve uygulanabilir hükümlerle yenilemekle yükümlüdürler. Aynı durum sözleşme ve i bu Satın Alma G K de bir bölümde bulunması halinde de uygulanacaktır.

- (3) Sözleşme ile ilişkilerden kaynaklanacak tüm ihtilafların münhasır yargı merci ve