

## **GENERAL TERMS OF SALE**

### **Birleşik Metal ve Isıl İşlem San. ve Tic. Ltd. Şti.**

#### **1. Scope and Applicability**

- These General Terms of Sale ("Terms") apply to all sales transactions between **Birleşik Metal ve Isıl İşlem San. ve Tic. Ltd. Şti.** (the "Company") and all customers and also all customers we do regular business and customers we would do new contracts in the future.
- These Terms apply to all products, services, and offers provided by the Company, unless otherwise agreed upon in writing between the parties.

#### **2. Offers and Orders**

- All offers made by the Company are subject to availability and may be changed or revoked by the Company without prior notice, unless otherwise agreed in writing.
- The Customer's order is considered an offer to purchase, and the Company reserves the right to accept or reject the order at its discretion.
- An order is only binding once it has been confirmed in writing by the Company.

#### **3. Prices**

- Prices are as quoted in the Company's offer or invoice and are exclusive of any applicable taxes, shipping, customs duties, or other charges, unless otherwise stated.
- Prices may be subject to change based on market conditions, raw material costs, or currency fluctuations. If a price change occurs before the order is finalized, the Customer will be notified promptly.

#### **4. Payment Terms**

- Payment is due in full upon receipt of the invoice unless otherwise agreed upon in writing.
- If no specific payment terms have been agreed, payment is due within 30 days from the invoice date.
- Late payments may incur interest at a rate of [insert interest rate] per month, and the Company reserves the right to suspend or cancel further deliveries until payment is made in full.
- Payment must be made in the agreed currency and using the specified payment methods.

#### **5. Delivery**

- Delivery times are estimated and are not guaranteed unless explicitly stated in the agreement. The Company is not responsible for delays caused by factors outside of its control, including but not limited to strikes, natural disasters, or customs delays.
- Delivery is deemed complete once the goods are handed over to the Customer or their designated agent at the delivery address.

- The Customer must inspect the goods upon delivery and report any visible damage, discrepancies, or shortages to the Company within 5 business days. Failure to do so may result in the goods being deemed accepted.

## **6. Risk of Loss and Title**

- Risk of loss or damage to the goods passes to the Customer upon delivery.
- Title to the goods remains with the Company until full payment is received for the goods and any other outstanding debts. Until such payment is made, the Customer agrees to store the goods in a way that allows them to be clearly identified as the property of the Company.

## **7. Warranty**

- The Company provides a limited warranty that its products will be free from defects in material and workmanship for a period of [insert warranty period] from the date of delivery.
- The warranty does not cover defects caused by improper use, maintenance, or handling, nor does it cover damage caused by accidents, unauthorized modifications, or natural wear and tear.
- If a defect occurs within the warranty period, the Customer must notify the Company in writing and provide the necessary documentation to support their claim. The Company's liability is limited to repairing or replacing the defective goods at its discretion.

## **8. Returns and Cancellations**

- Returns are only accepted if the goods are defective or were delivered in error. The Customer must obtain prior authorization from the Company before returning any goods.
- Custom or specially ordered products may not be returned.
- Orders may be canceled by the Customer before the goods are shipped. After shipment, cancellations may only be made with the Company's consent and may incur cancellation fees.

## **9. Force Majeure**

- Neither party shall be held responsible for failure to perform its obligations under this agreement if such failure is caused by force majeure events, including but not limited to war, natural disasters, strikes, government actions, or other events beyond the party's control.
- The affected party must promptly notify the other party in writing of the occurrence of a force majeure event, and the performance of the contract will be suspended for the duration of the event.

## **10. Limitation of Liability**

- The Company's liability for any claim arising out of or in connection with the sale of products or services is limited to the value of the goods purchased.
- In no event shall the Company be liable for any indirect, consequential, special, or punitive damages, including loss of profit, revenue, or business opportunities.

## **11. Intellectual Property**

- All intellectual property rights, including patents, trademarks, and copyrights, related to the products, designs, or services provided by the Company remain the property of the Company.
- The Customer agrees not to infringe upon, copy, or distribute any intellectual property belonging to the Company without express written consent.

## **12. Governing Law and Dispute Resolution**

- These General Terms of Sale are governed by the laws of Turkey.
- Any disputes arising out of or relating to this agreement shall be resolved through amicable negotiations. If the dispute cannot be resolved, it shall be submitted to the competent courts in Istanbul, Turkey.

## **13. Miscellaneous**

- If any provision of these Terms is deemed invalid or unenforceable by a court of law, the remainder of the agreement will remain in full force and effect.
- These Terms supersede any prior agreements, understandings, or representations between the Company and the Customer regarding the sale of goods.
- The Company may amend or modify these Terms at any time, and such amendments will be effective once communicated to the Customer.