

General Terms and Conditions of Purchase Orders

This purchase order expressly limits acceptance to the terms and conditions of this purchase order and the Buyer hereby objects to any different or additional terms or conditions in any response to this purchase order. Seller agrees that any price reduction of goods or services herein made after this order was placed but prior to delivery will apply to this order. Absent an express agreement in the contract, the Buyer will not accept, pay for or be liable for any extra charges of any kind or nature including, without limitation, packing, cartage, returnable containers, any insurance charges or any surcharges for fuel, energy, raw materials or otherwise.

All shipments shall contain packing slips showing description of material, quantity, weight, Buyer's purchase order number and piece number. Buyer's purchase order number and Seller's packing slip number shall be placed on all invoices, packages and bills of loading. Damage to any articles resulting from improper packaging will be charged to Seller. Seller assumes exclusive liability under all laws that impose taxes or other exactions on the manufacture or sale of articles to be furnished hereunder, or on any services rendered by Seller, and agrees to pay any and all such taxes except those which the Buyer specifically agrees or is by law required to pay.

The Seller agrees to make shipments to meet agreed delivery dates, and failure to meet such dates constitutes a breach of contract. If the Seller has promptly notified the Buyer of a delay in performance for unforeseeable material reasons beyond the Seller's control, the Buyer may, in its sole and exclusive discretion, agree to establish a new delivery date. The Buyer, however, retains the right to cancel the entire contract or any unperformed part thereof, regardless of the reasons for delay. If the seller cannot prepare materials for collection on mentioned delivery date, there are penalty of delay weekly %2.

The sub-contractor/seller shall have a quality assurance system that covers all the products in this order and can be accepted by the buyer, and shall ensure the continuity of this system. The subcontractor/vendor's quality system must meet the requirements of an up-to-date appropriate standard. These standards are; ISO 9001; AS/EN/JISQ9100, AS/EN/JISQ9110, AS/EN/JISQ9120.

The supplier must forward all current quality management system certificates issued by a 3rd party and/or other company to the buyer. The buyer evaluates all the certificates submitted for the acceptance of the quality system established and carried out by the seller. However, this process does not preclude the buyer's right to inspect the seller's premises as long as the order is in the process.

Note: Audit-based approvals of sub-contractors/sellers who do not have a certificate of one of the above-mentioned standards but meet their requirements are under the authority of BİRLEŞİK METAL.

The subcontractor/seller will perform 100% inspection or sampling for inspection at source and inspection of the final product. Until the official approval of BİRLEŞİK METAL is given by the customer, the subcontractor/seller must carry out a 100% inspection.

The subcontractor/seller is responsible for meeting the general requirements of the master order or contract signed between the buyer and the subcontractor/seller, as well as the quality requirements specified in the published order order.

The subcontractor/vendor and its employees are responsible for ensuring that people support product and service compliance and safety, and their awareness of the importance of ethical behavior.

In addition to any other express warranties, the Seller warrants that all goods shall conform to all applicable drawings, specifications, mechanical, physical and chemical attribution, instructions, data, samples, models, standards and regulations.