

GENERAL TERMS AND CONDITIONS OF SALE, SHIPMENT AND DELIVERY OF ALUNET MATERIAL SOLUTIONS ALUMINYUM SAN. VE TIC. A.Ş

I. APPLICABILITY AND GENERAL TERMS

1. Unless otherwise agreed upon in writing during the execution of the contracts, General Terms and Conditions of Sale, Shipment and Delivery (hereinafter referred to as “**Terms and Conditions**”) will govern all legal relationships (offers, contract negotiations, contracts) between **ALUNET MATERIAL SOLUTIONS ALUMINYUM SAN. VE TIC. A.Ş** (hereinafter referred to as “**ALUNET**”) and its customers (hereinafter referred to as “**Customer**”) regarding the sales, the shipment and the delivery of goods or works (hereinafter referred to as “**Goods**”).
2. These Terms and Conditions build an integral part of all existing legal relationships and in particular the contracts between **ALUNET** and the Customer, unless explicitly agreed otherwise. Provisions deviating from these Terms and Conditions shall only be legally binding if explicitly offered by **ALUNET** or explicitly accepted in writing by **ALUNET**. Any general commercial provisions of the Customer contrary to the foregoing provisions shall be superseded by these Terms and Conditions.
3. By placing an order to **ALUNET**, the Customer confirms and accepts that the sale and delivery of the Goods shall be governed by these Terms and Conditions. **ALUNET** reserves the right to amend these Terms and Conditions at any time. Amendments shall be applicable upon notice to the Customer for all legal relationships between **ALUNET** and the Customer entered into thereafter.

II. OFFERS AND CONCLUSION OF THE CONTRACT

1. All offers, price lists, product descriptions, prospects, plans and the like from **ALUNET** are not binding and may be amended or withdrawn at any time, unless explicitly stated otherwise in the respective document.
2. The contract between **ALUNET** and the Customer only enters into effect as of the date of the confirmation of **ALUNET**. The confirmation may take place in form of a written order confirmation (declaration of acceptance), the signing of a written contract or by execution of the order by **ALUNET**.
3. The order confirmations of **ALUNET** contain a detailed description of the Goods. Possible change requests or discrepancies shall be submitted to **ALUNET** within 2 days after receipt of the order confirmation. In case no order confirmation is issued, the description of the Goods is evident from the offer of **ALUNET** and/or a signed written contract.

III. ORDERS

1. Orders and “declarations of acceptance” from the Customer are qualified as offer to conclude a contract only.
2. **ALUNET** may receive orders directly from the Customer or from a third party being authorized orally or in writing by the Customer (hereafter “Third Party”). Orders from a Third Party are considered as orders on behalf of and on the account of the Customer. From these orders – in case of acceptance by **ALUNET** and irrespective of the form of the legal relationship between the Customer and the Third Party – only **ALUNET** and the Customer shall be entitled and obligated.
3. Subject and scope of the Goods are indicated in the order confirmation from **ALUNET**. Goods not indicated in the order confirmation will be invoiced separately. Furthermore, clause II.3 of these Terms and Conditions is applicable.
4. In case of an order from a Third Party, the Third Party may receive upon demand and on behalf of the Customer a written order confirmation describing the ordered Goods. Incidentally, only the terms and conditions agreed between the Customer and the Third Party shall apply for the legal relationship between the Customer and the Third Party. In particular, the prices listed in the order confirmation are a non-binding price recommendation. The Customer is free in its pricing decisions toward its own customers.
5. Subsequent changes of orders by the Customer may, if possible at all, only be conducted at the full expense of the Customer.

IV. SHIPMENT, DELIVERY AND CANCELLATION PERIODS

1. The shipments are made in accordance with the agreed upon terms of the delivery of the Goods (hereinafter referred to as “**Delivery**”). **ALUNET** may effect partial shipments upon consultation with the Customer.
2. The Customer shall inform **ALUNET** within 2 working days after receipt of the order confirmation of any special requirements concerning transport and insurance. Any requests and/or amendments at a later stage shall only be possible at the full expense of the Customer.
3. Unless otherwise agreed deliveries are made [FCA [**ALUNET** BURSA] (“free carrier”, Incoterms 2010 ICC). The passage of utility and risk shall take place by delivery of the Delivery Items to the carrier].
4. **ALUNET** shall use its best endeavors to meet with the agreed delivery times. However, **ALUNET** does not assume any warranty for the adherence of delivery times. In particular, in case that postponements occur due to delays caused by the Customer and/or Third Parties such as e.g. delayed conceptual, static, other releases, delayed signing of time-relevant appendices, change requests by the Customer for Goods, missing letters of credit and/or import papers or in general due to missing or insufficient preparation or assistance by the Customer and/or a

Third Party or due to new knowledge, cases of force majeure, **ALUNET** does not assume any responsibility.

5. In case of failure to determine delivery or service periods, **ALUNET** will use its best effort to provide the service immediately and within four (4) months following the execution of the contract.
6. The periods of sale and service may be extended during the period of hindrance and for a reasonable period of time.
7. In case the Delivery is delayed due to force majeure or for reasons beyond **ALUNET**'s control, such as refusal of acceptance of the Goods, [no or late collection of the Goods by the carrier for exports (FCA)], prevention of shipment and service of **ALUNET** without any fault attributable to it, strike, lockout, operations issues, postponements, etc. the Goods shall be stored for the account and risk of the Customer.
8. If any event described in clause IV.8 permanently prevents performance by **ALUNET**, then **ALUNET** may eventually relinquish the contract.
9. In the event a binding fixed shipment period or a certain shipment period is settled, then the shipment period shall start with the effective execution of the contract however not earlier than the Customer fulfils all its undertakings and the particulars of implementation and preliminary services such as preparation of the documents, providing the approvals and payment of the agreed upon price. If **ALUNET** offered to carry out the shipment and confirmed any delay of shipment requested by the Customer, **ALUNET** shall be entitled to claim 5% in addition to the agreed upon price.
10. The Customer may request at the time of the placement of the order from **ALUNET** to unload the Goods (hereinafter referred to as "**Unloading**"). The Unloading will be invoiced additionally to the Customer.
11. **ALUNET** assumes no liability for damages to persons and/or Goods incurring in the course of Unloading, which is in the responsibility of the Customer. This is explicitly also the case if handling equipment is provided by **ALUNET**.
12. For Deliveries being deposited at the Destination at the agreed delivery time but in absence of the Customer, **ALUNET** assumes no liability for damages or loss of the Goods. The Customer accepts the Goods as received without signing of the delivery notes and/or shipping documents.

V. WARRANTY

1. **ALUNET** inspects the Goods and/or Services in accordance with standard practice before dispatch. Any additional tests have to be agreed upon and will be invoiced to the Customer separately.
2. **ALUNET** warrants that the Goods are free of substantial defects in material and workmanship at the time of the dispatch that affects the proper use of the Goods. Any warranty beyond as well as any legal warranty are explicitly excluded unless expressly otherwise agreed in the order confirmation.
3. The Customer shall immediately inspect the Goods after Delivery and give written notice to **ALUNET** within twenty (20) days after Delivery of any defects (postal date stamp applicable). In case of failure of giving notice or in case the Goods are processed without inspection, the Goods are deemed to be accepted by the Customer.
4. In case objected Goods are processed by the Customer or a Third Party without prior written consent of **ALUNET**, the warranty ceases.
5. After the notification of defects by the Customer, **ALUNET** may up to its own discretion either inspect the objected Goods on-the-spot or request that the Goods are returned to **ALUNET** for inspection purpose. **ALUNET** will consider the notification and inform the Customer if the asserted defect is covered by the warranty or not. The Customer shall keep the objected Goods until the clearing of the notification of defect.
6. In case a warranty claim exists, **ALUNET** will up to its own discretion either correct the detected defect free of charge or replace the Good(s) or parts thereof. In any event, the parts replaced become the property of **ALUNET**.
7. Subsequently, an acceptance test shall be made at the request of the Customer or of **ALUNET**. The right of the Customer to withdraw from the contract, to claim reduction of the purchase price or to carry out any measures itself on behalf of **ALUNET** is explicitly excluded.
8. In case no warranty claim exists, the Customer has to bear all cost incurred at **ALUNET** in connection with the notification being considered as unfounded. These costs may include costs for transportation, installation and labor. The invoicing shall take place in accordance with the provisions in clause VIII of these Terms and Conditions.
9. **ALUNET** assumes no warranty in case the Customer or a Third Party alters or repairs the affected Goods without prior written consent of **ALUNET** or in case of careless handling of the Goods.
10. Unless explicitly agreed otherwise, the warranty expires two (2) years following the Delivery of the Goods. For Goods repaired or replaced by **ALUNET**, the two-year period following the Delivery of the originally provided Goods is applicable.

11. Any cooperation by **ALUNET** regarding the detection of defects or their remediation occurs without any prejudice regarding the existence or the scope of the warranty.
12. If mutually agreed on the amount, the seller (**ALUNET**) will compensate complaints on the material quality with Credite Notes.

VI. LIABILITIES

1. The liability of **ALUNET** is based on the applicable legal provisions in force. However, **ALUNET** shall in no event be liable for: (i) slight negligence, (ii) indirect or collateral damages as well as consequential damages and loss of profit, (iii) unrealized savings, (iv) damages occurred from delayed delivery of Goods as well as (v) all acts and omissions of the third parties appointed by **ALUNET**, regardless if contractual or non-contractual.
2. **ALUNET** is further not liable for damages which may occur due to the following reasons:
 - Incorrect storage;
 - Incorrect installation, meaning an installation not following the guidelines and instructions for installation and/or the installation manual or (in absence of manuals/guidelines) not following the rules of a professional installation or an installation beyond the recommended installation environment;
 - Improper, contrary to contract or illegal use of the Goods and use of the Goods beyond their specifications;
 - Neglected maintenance and/or improper modifications or repairs by the Customer or a Third Party;
 - Non-observance of local and geographical conditions;
 - Force majeure such as events of nature, fire, strike, war, acts of terrorism and governmental directives.
3. In principle, the Goods may not be returned and refunded. In exceptional cases and only in case of standard catalogue items, Goods may be returned and refunded subject to the provisions hereinafter if originally packed, complete, intact, dry and clean and in any event subject to the explicit written approval of **ALUNET**.
4. As the case may be, **ALUNET** may refund the invoiced value of the Goods after deduction of 25% and any transportation, handling, cleaning and disposal costs, if any.
5. Goods not refundable may be returned to **ALUNET** for disposal at the full expense of the Customer.
6. The right of the Customer to withdraw from the contract shall apply only in case conditions to withdraw are legally established for itself and in the event of failure to comply with any periods

set to **ALUNET** by the Customer in compliance with article 205 of the Swiss Code of Obligations.

VII. PRICES

1. Prices consist in written quotations or order acknowledgements in writing provided by **ALUNET**.
2. The prices stated in the respective offers, price lists, etc. at the time of the placement of the order by the Customer shall be applicable to the relevant order and shipment.
3. If there is no contract in writing between the parties, **ALUNET**'s prices effective at the date of the shipment shall be applicable.
4. In case of an increase of more than 5% in the price of aluminium raw materials and metal premiums, **ALUNET**, in agreement with the Customer, reserves the right to increase the agreed upon prices. London LME-Stock-Exchange & Metal Bulletin shall constitute the basis for raw material prices.

VIII. INVOICING AND PAYMENT TERMS

1. The invoicing shall take place at the full discretion of **ALUNET** either prior or after the Delivery.
2. Unless otherwise provided, payment term shall be thirty (30) days after the date of invoice's issuance, without any deductions, unless explicitly agreed otherwise. Any deduction explicitly stated in the invoice is only admissible in case the invoice is paid at due date. The term of payment is deemed to have been observed if the amount is credited on the bank account of **ALUNET**.
3. Due date is at the same time expiry date. In case invoices are not paid within the term of payment of thirty (30) days, 5% default interest per annum as well as any processing charges shall be due without serving notice of default. **ALUNET** explicitly reserves the right to claim any further damage caused by delay, to withdraw from the contract and to request the return of the Goods according to article 214 para 3 Swiss Code of Obligations as well as to claim any further compensation for damages. **ALUNET** shall be entitled to have the debt collected by a third party at the expense of the Customer.
4. Any complaints regarding invoices shall be addressed in written to **ALUNET** within fourteen (14) days after receipt of the invoice, otherwise invoices are deemed to be accepted by the Customer. Payments shall be made in due time also in case unsubstantial parts of the Goods, which do not make the use of the Goods impossible, are missing or in case rework is needed.
5. If after the execution of the contract, financial status of the Customer is deteriorated/ is deteriorating, **ALUNET** shall be entitled to effect deliveries of the Goods upon a full advanced payment. If the Customer fails to meet the relevant requests or poses a risk for the payment requests of **ALUNET**, then **ALUNET** may also suspend other services until its requests either

contractual or arising out of binding contracts or related with preliminary orders are paid in cash or sufficient guarantee is provided.

6. **ALUNET** only may setoff counterclaims arising out of the current commercial relation from the Customer.
7. For receivables with different payment terms, the claims of **ALUNET** shall be set off at the latest on the binding payment term for **ALUNET**.

IX. OBLIGATIONS OF THE CUSTOMER

1. The Customer shall undertake all preparation and assistance measures required in connection with the Goods proper and in time (incl. any necessary authorizations of authorities as the case may be). In particular, the Customer shall already at the time of the placement of the order provide **ALUNET** with all information and materials necessary for the supply of the Goods and shall inform **ALUNET** of any particular official regulations and other regulations, instructions and particularities which need to be taken into consideration for the proper fulfillment of the contract.
2. The Customer shall follow any and all instructions, installation and processing instructions issued by **ALUNET** and/or stated in packaging, brochures and technical manuals regarding the Goods.
3. The Customer shall observe all respective applicable legal requirements and the data sheets issued by **ALUNET** relating to the transport, the storage, and the handling of hazardous goods.
4. The Customer shall undertake all necessary measures to keep any and all confidential information disclosed to the Customer in connection with the Goods. The Customer shall keep confidential all information which is not generally known or in the public domain. Confidentiality has to be maintained even before signing the contract and the confidentiality requirement remains valid after the fulfilment of the contractual relationship. Legal disclosure obligations remain reserved.
5. The Customer shall refrain from any attempt to solicit any employee of **ALUNET** either for the Customer or for any other third party

X. PROPERTY RIGHT

1. The Goods shall remain the property of **ALUNET** until the Customer has properly fulfilled payment obligations and **ALUNET** has received full payment as set forth in the contract.
2. The Customer shall assist in all necessary measures to protect the property of **ALUNET**.
3. **ALUNET** is entitled at any time to register the retention title in the competent retention of title register (hereinafter referred as to the “**blocked Goods**”); and the Customer undertakes to perform any activities of cooperation required in this respect without any delay.

4. The Customer may, duly, process or modify the blocked Goods in the scope of ordinary trade. Blocked Goods may solely be combined, incorporated into other Goods or reshaped by **ALUNET** which shall also be entitled for the new product equal to the value of the blocked Goods.
5. The Customer may deliver the blocked Goods under collective title with **ALUNET** to third parties in the scope of ordinary trade and upon observation of the right to title. Upon its request to deliver the blocked Goods to third parties, the Customer shall assure that payments in value of the blocked Goods are fully made to **ALUNET**. In the event **ALUNET** is not the sole title owner of the object delivered to third parties, the receivables shall be equal to the amount of its share in such sales price however be separated from other claims. Upon request of **ALUNET**, the Customer shall notify the name and address of the addressee and the type and scope of receivable.

As long as the conditions required for considering the security as ordinary are available, **ALUNET** may at any time exercise this right of withdrawal as a guarantee for its receivables. The Customer is not allowed to attach levy on or subject to guarantee transfer, the blocked Goods.

6. In the event of any intervention by third parties on the blocked Goods, the Customer shall specify and notify that the title thereon remains vested with **ALUNET**.
7. The Customer shall bear the expenses for this intervention and other defence measures in the scope of this intervention.
8. In the event of any act by the Customer contrary to the contract in particular delay in payment or facts related with any expectations to interrupt the payments, **ALUNET** may terminate the right to transfer to third parties if blocked Goods security is at risk.
9. Further, after the reasonable period of additional time granted to **ALUNET** for making reproduction pursuant to the contract expires, such rights of **ALUNET** may still be in force even after the secured claims lapsed. Taking back or attaching levy on the blocked Goods by **ALUNET** may not purport to terminating the contract if consumer loans law is not activated. **ALUNET** shall be entitled to carry out reassessment against loss of value following ineffective terms for payment for blocked Goods and add such expense to pending receivables and claim set off from the Customer.
10. In case requested by the Customer, **ALUNET** shall approve securities in excess of 10% of the secured receivables.
11. In the event **ALUNET** is entitled to exercise its right for retention of title, the Customer shall provide **ALUNET** irrevocable and unlimited access to its workplace and premises for the delivery of the blocked Goods within business hours.

XI. ASSIGNMENTS AND TRANSFERS

1. The rights and the obligations of the Customer under the contract may not be assigned or transferred without the prior written consent of **ALUNET**.
2. **ALUNET** may assign its rights and benefits and transfer its rights, benefits and obligations towards the Customer.

XII. MISCELLENEOUS

1. Any modification of these Terms and Conditions or conditions of business and delivery and remedying any deficiencies may be valid upon written agreement of both Parties. This applies also to the amendment, change etc. of the requirement of written form under this Section.
2. These Terms and Conditions and the documents referred to in it contain the whole agreement between the parties relating to the subject matter of their agreement and supersede all previous agreements with the same subject matter.
3. If any part or provision of these Terms and Conditions are held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of these Terms and Conditions shall nonetheless remain valid. In this case, the Parties shall endeavor to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection.
4. Declarations in text form which may be submitted or recorded by electronic media (e-mail, sms and the like) are qualified as written declarations from a party. The evidence that such a declaration has been received and retrieved by the addressee is in the sender's responsibility. Such declarations are considered as received at the time of their retrieval by the addressee.

XIII. GOVERNING LAW AND ARBITRATION/JURISDICTION

1. All legal relationships between **ALUNET** and the Customer shall be governed by substantive laws of Switzerland to the exclusion of the Vienna Convention on the International Sale of Goods dated 11 April 1980.
2. Exclusive place of jurisdiction fo any dispute, controversy, or claim arising out of, or in relation to these Terms and Conditions and related contract(s), including the validity, invalidity, breach, or termination thereof shall be the seat of **ALUNET** (Turkey). However, **ALUNET** reserves the right to take legal actions before the competent court at the seat or domicile of the Customer, at its own discretion.