

Kordsa General Terms and Conditions of Sale

1. The following terms and conditions (“**Sales Conditions**”) are applicable to all agreements, orders, order acknowledgements or confirmations regarding the sale of the products (“**Product**” or “**Products**”) by Kordsa Teknik Tekstil A.Ş. and/or any of its Affiliated Companies (“**Seller**”) to the buyer (“**Buyer**”). Unless otherwise agreed by the parties in writing, this Sales Conditions shall be exclusively governing the purchase and sale of the Product. Each agreement document, order, order acknowledgment or confirmation that references or incorporates this Sales Conditions, any schedules, exhibits or other documents incorporated in such documents, together with this Sales Conditions, is referenced below collectively as the “**Agreement**”. No modification thereof shall be binding on the Seller unless agreed in writing and signed by the duly authorized representatives of the Seller. Buyer’s acceptance or use of any shipment of Product(s) following Seller’s offer or order acknowledgement referencing this Sales Conditions, shall constitute acceptance of this Sales Conditions as to that shipment. The acknowledgement or acceptance by the Seller of purchase order forms stipulating different terms and conditions than the ones under this Agreement shall not constitute the approval of such conditions by the Seller. For the avoidance of doubt, if there is a separate agreement signed by the parties for the sales of the Seller’s Products, and in case of any discrepancy between this Sales Conditions and the provisions of such agreement, the terms of the agreement shall prevail.
2. Failure to give notice of claim regarding the non-conformity of the Product(s) within 5 (five) days from the date of delivery shall constitute a waiver by the Buyer of all claims in respect of the Product so delivered. No Product shall be returned to the Seller without Seller’s prior written consent, and then only in the manner prescribed by the Seller.
3. The Seller only warrants to the Buyer that the Product (i) meets the specifications provided by the Buyer (if applicable) , (ii) is free from any defects in material and workmanship and (iii) is free from lien and encumbrances on the title as in effect on the date of delivery. Except as expressly provided herein, the Seller makes no express or implied warranty (including, without limitation, the warranties of merchantability, fitness for a particular purpose, performance or warranty against infringement of intellectual property rights of third parties) regarding the Product or any instructions or technical advice provided. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials including but not limited to environmental risks.

Seller shall not be liable of a breach of warranty set forth above if (i) the Product is processed or incorporated into other products or materials by the Buyer or (ii) the defect arises because the Buyer failed to properly store, use or maintain the Product. The term of this limited warranty as to all Product(s) sold shall be limited to and shall not exceed the shelf life time set forth in each product description.

4. Seller’s liability for its Products under any theories of warranty shall be limited to replacing those found by the Seller to be defective, or at Seller’s option, to refunding the purchase price proportional to the diminished value of the defective Product. At Seller’s request, Buyer will permit the Seller to inspect any allegedly defective Products. The remedies stated in this article shall be Buyer’s sole and exclusive remedy and Seller’s entire liability for any breach of the limited warranty set forth in the Article 3 above.
5. Any action for breach of the Agreement (other than for non-payment of the purchase price) must be commenced within one year after the cause of action has occurred. The Products shall be delivered ex works (Incoterms 2020), unless otherwise agreed between the parties in writing or via e-mail which is also considered as writing in this regard. The title and risk of loss shall pass to Buyer upon delivery of the Product(s) to Buyer as per the agreed incoterm.
6. The Seller does not make any warranties against any potential intellectual property infringement that may result from (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the specifications provided to the Seller by the Buyer.
7. Neither party shall be liable for special, indirect, incidental, punitive or consequential damages (including, without limitation, damages for loss of profits, business interruption, damages arising from the failure to use machinery or other equipment or the increase in the cost of use, damages to the other goods or persons, facility or services, damages due to the increase in the operational costs, damages arising from the claims of the Buyer’s customers) under the Agreement, whether or not caused by or resulting from the breach of contract, negligence, or other wrongful act or omission of such party. The provisions of this article shall be applied to the maximum extent permitted by law and regardless of the proportion of fault, and they shall be in force even after the expiration, or any termination of the Agreement.

The maximum liability amount of the Seller with respect to any liability arising out of the related Agreement or otherwise at law, shall be limited to the purchase price paid for the defective Product(s) in respect of which damages are claimed and in no event shall Seller’s liability for any claim be greater than such amount.

8. No liability shall result from the delay in performance or partial or complete non-performance, directly or indirectly caused by the acts of God, fire, explosion, flood, war, act of terrorism, acts of or authorized by any government or governmental body, accident, pandemics, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply, fuel, power, material, equipment or transportation, commercial impracticability, and any other circumstances beyond the control of the Party affected (“**Force Majeure**”) during the continuance of and to the extent prevented by relevant Force Majeure event. In such case, the Party affected shall immediately notify the other Party and shall use its best efforts to overcome the effects of the Force Majeure event. Quantities so affected may be eliminated from the Agreement without liability, but the Agreement shall remain otherwise unaffected.
9. If for any reason, including without limitation Force Majeure, the Seller is unable to supply the total demand for Products, the Seller may distribute its available supply among any or all purchasers as well as other businesses of the Seller, its business units, affiliates and subsidiaries, on such basis as the Seller may deem fair and practical.
10. If the Agreement covers Products that are manufactured specially for the Buyer and is suspended or terminated for any reason, the Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process of production on the date of receipt by the Seller of the notice of suspension or termination.

11. The Buyer shall pay all invoices issued under the Agreement within 30 (thirty) days as of the receipt of the invoice, unless otherwise agreed by the parties under the quotation or e-mail. Any amount not paid when due will be subject to a late payment fee computed daily at a rate equal to one and one-half percent (1.5%) per month or the highest rate permissible under applicable law, whichever is higher. In the event that the Buyer fails to fulfill its payment obligations in a duly and complete manner, or in case Seller has any doubts at any time as to Buyer's financial capability, the Seller, at its sole discretion, and without prior notice, may decline to make further deliveries, unless all outstanding payments have been made along with a cash advance or an adequate level of security has been provided to the Seller.
12. The Buyer shall not transfer or assign the Agreement, in whole or in part, without the prior written consent of the Seller. The Seller reserves the right to assign or transfer its rights with respect to the payments to be made to the Seller under the Agreement.
13. Failure by either Party, at any time, to request performance from the other Party or to notify the breach of any provision of the Agreement shall not be construed as a waiver of any right arising under the Agreement, including the right to require subsequent performance or contest any subsequent breach except for the waiver of the Buyer set forth under Article 2 above.
14. If any term or provision of the Agreement shall be found to be invalid, illegal or unenforceable, the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
15. Except as may be contained in a separate trademark license, the sale of Product (even if accompanied by documents using a trademark or trade name of the Seller) does not convey a license, express or implied, to use any trademark or trade name of the Seller or its affiliates. The Buyer shall not use any trademark or trade name of the Seller in connection with Product.
16. Both Parties shall comply in all respects with the applicable export and re-export laws and regulations, trade restrictions and economic sanctions currently in effect and as may be promulgated in the future. The Buyer undertakes not to export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product and/or data, either in their original form or after being incorporated into other end-items, to any country for which applicable laws or regulations thereof at the time of export and re-export prohibits the export or requires an export license or other government approval without first obtaining such license or approval.

Buyer represents that neither itself nor its shareholders, officers or directors is subject to sanctions including by its/their inclusion at the Specially Designated Nationals List (*SDN List*), Sectoral Sanctions Identifications ("*SSI*") list and Non-SDN Menu Based Sanctions ("*NS-MBS*") list, Denied Persons List of BIS or any other government list. Buyer shall immediately notify the Seller in case Buyer or any of its shareholders, officers and directors becomes subject to any kind of sanctions.

Should the Buyer fail to comply with such export laws and regulations, trade restrictions and economic sanctions and/or the Buyer itself or any of its shareholders, directors or officers becomes subject to sanctions, the Seller may terminate the Agreement and/or cease any kind of sale and supply with immediate effect without penalty or liability of any nature. Buyer agrees to indemnify, defend and hold harmless Seller from and against all claims associated with Buyer's failure to comply with the requirements of this Article.

17. Each of the Seller and the Buyer undertakes, in its name as well as on behalf of its employees, to respect the confidentiality of the Agreement and not to disclose or transfer to third parties, for any reason and in any manner, directly or indirectly, the information transmitted, acquired or resulting from the execution and performance of the Agreement with the exception of the information: (i) being or becoming part of the public domain except through any breach of the Agreement by the receiving party, or (ii) in the possession of the receiving party on the date of the Agreement, or (iii) lawfully supplied to the receiving party by a third party outside the Agreement. Each of the Seller and the Buyer undertakes not to disclose to third parties, not to copy or reproduce all or part of the information received from the other Party, or that one Party will take into knowledge through its relationships with the other Party or its affiliated companies, information of any sort (including but not limited with commercial, financial, technical, logistic or management information), by any means (including but not limited with any oral, written, computerized means), without the prior written express consent of the other Party and to keep such information confidential.

Except as required by laws or regulations, each of the Seller and the Buyer agrees and undertakes not to disclose the existence of this Agreement without the prior written consent of the other Party. These confidentiality provisions shall be effective from the date of signature of the Agreement and shall survive any termination of the Agreement.

18. In fulfilling their obligations under the Agreement, the Parties undertake to comply with the personal data protection laws of their country of registration. The Parties are not entitled to use or process the personal data except for the purpose of the Agreement. The Parties will not disclose the personal data under process to any third party, unless it is expressly required to do so by the applicable law. Each party is solely responsible for receiving and processing personal data that has come to its knowledge at the exercise of its commercial activity. The Parties shall ensure that the personal data under process is accessible and processed only by the personnel of the Parties which is strictly necessary to carry out the duties currently available to them and that such personnel is properly trained in relation to the processing of personal data and is bound by a confidentiality obligation with regard to the processing of personal data.
19. Buyer agrees and undertakes to comply with the Code of Business Ethics of Kordsa that can be found at <https://www.kordsa.com/en/sustainability/detail/business-ethics/85/65/0> .
20. The laws of the Sellers state/country shall govern this Agreement or the performance thereof, without regard to the conflict of laws provisions thereof, and United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or cause of action arising out of the Agreement or the purchase of Product may be commenced in the courts of where Seller is located. The Buyer irrevocably waives any objection that such venue is inconvenient or improper.