

# Sales Terms and Conditions

## 1. General Terms

**1.1.** These Terms and Conditions of Sale (to be referred to hereinafter as the "Agreement"), regulate the sales of products and services by FLOKSER TEKSTİL SANAYİ VE TİCARET A. Ş. (to be referred to hereinafter as "FLOKSER") to the BUYER (to be referred to hereinafter as the "BUYER") and these Terms and Conditions of Sale supersede any other provision submitted by the BUYER, unless otherwise expressly agreed in written by FLOKSER. The BUYER's acceptance or payment of the goods sold by FLOKSER, in whole or in part, means that the BUYER accepts these Terms and Conditions of Sale. Acceptance is clearly limited to the terms and conditions stated herein, and FLOKSER has the right and authority to object to any additional or different conditions submitted by the BUYER. This contract shall be applied to all contracts concluded between FLOKSER and the BUYER regarding the purchase and sale, commercial works and transactions, and especially to all orders to be given by the BUYER, and also to the orders to follow in case the business relations continue.

## 2. Order

**2.1.** Acceptance of Order: All orders are subject to the written approval and acceptance of an authorized representative in FLOKSER's offices. The orders to be given to FLOKSER by the BUYER are not binding for FLOKSER unless confirmed in written by FLOKSER. The BUYER cannot demand the execution of orders that have not been confirmed in written by FLOKSER. FLOKSER is entitled to reject any order without giving reasons. FLOKSER's failure to respond to the order will not be accepted as an implied approval or confirmation.

**2.2.** For orders confirmed in written by FLOKSER, any change proposal or verbal agreement to be made by the BUYER shall be deemed to have been accepted only upon the written approval of FLOKSER regarding the relevant change proposal or verbal interview, and the order will be binding for FLOKSER.

**2.3.** For BUYERS who send pre-paid orders, the deadline starts as of the day the payment arrives at FLOKSER's account.

**2.4.** The deadlines for the orders requested by the BUYER for special manufacturing will start as of the date the BUYER approves the R&D work, and not from the date of the BUYER's order or the proforma invoice date of FLOKSER.

**2.5.** In the event that the conditions stated in FLOKSER's order confirmation are different from the conditions in the BUYER's order, the BUYER shall be deemed to have accepted the conditions specified in the order confirmation of FLOKSER, unless the BUYER does not object to these provisions within 24 (twenty-four) hours. In case of an error in the order confirmations, FLOKSER shall not be liable for the error unless the said error is notified to FLOKSER immediately upon receipt of the order confirmation by the BUYER or until the end of the working day at the latest on the day the order is placed.

**2.6.** FLOKSER will make reasonable efforts to provide the exact quantity specified in the order confirmation. Unless otherwise stated in written, the BUYER is deemed to have accepted the less/excessive shipment, not exceeding ten percent (10%) of the amount specified in his orders.

**2.7.** FLOKSER conducts export shipments on WEDNESDAY and FRIDAY of the week. FLOKSER is not responsible for the BUYER's loading requests outside of these days and the loading costs that may arise from such requests.

**2.8.** The BUYER can cancel the orders that are not the subject of special production, within one day at the latest from the order date. However, in cases where the delivery date is the same day as the order date, the order cannot be canceled by the BUYER. If the order is canceled by the BUYER for any reason, the down payment paid to FLOKSER by the BUYER will not be refunded.

**2.9.** It is not possible to cancel the special production order given by the BUYER. If the production has been completed, the BUYER has to pay the entire amount of the order in cash and in full, and buy and receive the products subject to the order.

**2.10.** FLOKSER reserves the right not to supply products to the BUYER or any other person.

### **3. Price**

**3.1.** If the sales price of the products is not agreed in written between the Parties, the sales price will be the current sales price of FLOKSER on the invoice date. FLOKSER can unilaterally change the price and sales conditions of the products regarding the orders which FLOKSER has not confirmed in written, without prior notice to the BUYER.

**3.2.** In the event that there is a change in the materials or costs used in the production of the products ordered after the date of the price offer to the BUYER by FLOKSER, FLOKSER may reflect such changes in the product price, provided that the BUYER shall be notified in advance. In this case, the BUYER may cancel the order within seven (7) days from the date on which the price change notification is received, and this cancellation will not impose any compensation obligation on any of the Parties. If the BUYER does not object to the price increase in written within this seven (7) day period, the new product price will be deemed to have been accepted by the BUYER.

**3.3.** Offers are valid for thirty (30) days from the date of the offer (Force Major provisions are an exception to this provision.). Unit prices apply only to the specific quantity and delivery schedule offered (Re-pricing and delivery planning shall be applied for orders exceeding the determined quantity.). Any change in the price offer may require revisions.

FLOKSER reserves the right to unilaterally change any offer in case such changes occur. Offers, annexes, annexes, addendums in the offer or other terms of FLOKSER which are specifically referred to in any offer, together with the issues included in the offer, form the entire basis of the offer. There are no other promises, statements or guarantees given by FLOKSER to the BUYER in this respect. Unless submitted in written and signed by FLOKSER, changes or additions to any price offer will not be binding on FLOKSER.

## **4. Payments**

**4.1.** Unless otherwise stated in written by FLOKSER in the confirmed order, the payments will be sent to the BUYER fully paid in cash within fifteen (15) days from the due date, to the bank account of FLOKSER or to the correspondent bank-factoring institution to be notified in written by FLOKSER by indicating the invoice number and date. Bank commissions and expenses will be paid by the BUYER.

## **5. Buyer**

If the BUYER's financial responsibility becomes insufficient for FLOKSER at any time, if the BUYER fails to pay in accordance with the terms set forth herein or if the BUYER fails to comply with the invoice terms or any of the provisions, FLOKSER, at its own discretion and in addition to other remedies, may cancel the unshipped portion of any order and seek other remedies available under applicable law.

- 5.1.** If the invoice amount is not paid in due time, the BUYER goes into default without any warning and a monthly interest of 1% (one percent) is accrued (TR interest rate to be applied in domestic sales is 2.5% per month – USD/EUR interest rate is 1% per month).
- 5.2.** In partial payments to be made by the BUYER to FLOKSER as a deduction for the overdue invoice amounts, the payment made is primarily deducted from the accrued interest.
- 5.3.** Without prejudice to FLOKSER's other rights, if any of the invoices delivered to the BUYER are not paid on due date, FLOKSER may suspend part or all of the product shipment to the BUYER until the payment is made.

## **6. Transport**

- 6.1.** Delivery term of the product stated in the order is EXW (factory/warehouse delivery). Unless otherwise agreed in written, this address will be the facility of FLOKSER.
- 6.2.** Unless a written agreement is concluded to the contrary, the responsibility for all kinds of damage and loss regarding the material is transferred to the BUYER upon the presentation of the material to the carrier at FLOKSER's facility. All costs and expenses of the transportation process will be paid by the BUYER whereas FLOKSER has the right and authority to choose the shipping method and carrier unilaterally. The risk of loss or damage to the product, including filing the claims, is entirely the BUYER's responsibility.
- 6.3.** For orders less than 1500 meters, FLOKSER will charge a customs fee of 100 Euros to the BUYER. The BUYER's exemption from this expense is subject to the written approval of FLOKSER's sales representative.

## **7. Delivery**

- 7.1.** Delivery: Any change in the delivery schedule by the BUYER that requires the delivery of the product to be made before or after the first determined shipment date must be approved in written by FLOKSER. Even if the change in question is approved by FLOKSER in written, FLOKSER always has the right to revise the total invoice price to reflect the costs related to the said change to the BUYER.
- 7.2.** The products are delivered to the BUYER's address or to another address specified in the order and approved by FLOKSER, within the deadlines specified in the confirmed order.
- 7.3.** If the delivery to be made to the address declared by the BUYER in the order, is accepted by a person at that address by signing the waybill, the delivery of the order belonging to the BUYER is made, and in this case, it cannot be claimed that the person who signed the waybill is not the BUYER's employee or official.

**7.4.** In case FLOKSER does not comply with the delivery date, the BUYER shall give FLOKSER a reasonable period of time, taking into account the current order status of FLOKSER. If the said period expires before the delivery takes place or if FLOKSER informs the BUYER that the delivery cannot be made, the BUYER shall be entitled to cancel the order. The BUYER shall notify FLOKSER in written of his/her opinion on the outcome of the order within one week after the expiry of the period or the notification of FLOKSER. In case of framework agreements or multiple delivery contracts, this right of termination shall apply only to the individual delivery concerned. In this case, FLOKSER will not be liable for any damages, especially loss of profits or other indirect damages resulting from non-compliance with the delivery date. In the event that FLOKSER cannot supply products to its customers for more than three months due to the cessation of its production activities, the parties agree that this situation will not constitute a faulty delay during the said cessation of operations. In case of Force Majeure, the rights and powers of FLOKSER within the scope of Force Majeure are reserved.

**7.5.** The ownership, title and damage of the Products are transferred to the BUYER upon the delivery of the Products by FLOKSER to the person or carrier assigned by the BUYER to receive the products.

**7.6.** The products will be unloaded from the transport vehicle by the BUYER. All damages and losses that may occur during the transportation of the products to the BUYER's warehouse or during unloading from the transport vehicle are borne by the BUYER.

**7.7.** The quantities specified in the delivery note issued by FLOKSER and signed by the person receiving the products on behalf of the BUYER at the time of delivery are essential.

**7.8.** If, upon the request of the BUYER or due to the BUYER's fault, the delivery time exceeds the delivery date agreed in the confirmed order by 30 days, FLOKSER stores the products for the BUYER at the BUYER's expense and risk. In this case, the storage fee to be paid is 1% (one percent) of the invoice price for each started month, starting from the month following the notification of readiness for delivery.

## **8. Product Liability**

**8.1.** FLOKSER only undertakes that the ordered products will comply with the specifications and features clearly stated in written or legally expected.

**8.2.** Unless otherwise agreed, FLOKSER does not make any commitments regarding the suitability of the product for a particular purpose or for the use of the BUYER, for damages arising from misuse, wear and tear, storage or other acts or omissions of the BUYER or a third party.

**8.3.** Any information (written and/or verbal) given by FLOKSER about the product is given in good faith and with the information at hand and does not contain any warranty. The BUYER is obliged to immediately inspect the products delivered to the BUYER by FLOKSER and, in case of detecting any defects in the products, to immediately notify FLOKSER in written. FLOKSER shall not be liable for the defect if the BUYER does not notify the defect within the periods stipulated in Article 23 of the Turkish Commercial Code. FLOKSER's liability against defects is limited to six months in any case.

**8.4.** The BUYER shall clearly specify the products when declaring a defect and submit a report containing the details of the alleged defects and all kinds of documents to support its claim to FLOKSER.

**8.5.** No product may be returned at sole discretion without the prior written consent of FLOKSER.

**8.6.** Defects in the delivered products can be repaired or replaced free of charge, at the discretion of FLOKSER. In the event that it is impossible to repair or replace with a new product or if the expenses are beyond reasonable levels for FLOKSER, the BUYER may request a deduction in the price.

**8.7.** The determination as to whether the products delivered to the BUYER comply with the specification will only be made by FLOKSER by examining the samples and records taken from the production process in which the products are produced, in accordance with the analysis method used by FLOKSER. In case of a dispute between the Parties about whether any product supplied by FLOKSER to the BUYER is defective or not, FLOKSER will apply to an independent inspection company to be determined by FLOKSER, which is an expert on the product in order to determine whether the product claimed to be defective is in compliance with the specification. The results of the analysis and the decision to be made by the independent inspection company will be binding on FLOKSER and the BUYER, and the party that is wrong will pay the fees and expenses of the independent inspection company.

**8.8.** FLOKSER's liability arising from defective products will be limited to the rate of defect in the product and the BUYER's direct damage and shall not exceed the invoice price of the defective products delivered to the BUYER, under any circumstances.

**8.9.** In no event will FLOKSER accept any costs, expenses and losses including but not limited to any tangible, incidental, indirect (punitive compensation or lost goodwill, loss of sales or income, business interruption, production disruption, damage to other goods or similar) compensation and shall not be liable in any way to the BUYER or any other person for damage or loss.

## **9. Cancellations and Changes**

**9.1.** No contract is subject to cancellation or change unless agreed in written by the authorized representative of FLOKSER. In case of any cancellation accepted by FLOKSER and without being limited to other solutions available for FLOKSER, the BUYER shall pay FLOKSER the contract price in full and in cash, including the applicable taxes for all items, materials and services completed before the cancellation within thirty (30) days from this cancellation.

**9.2.** In addition, the BUYER shall be liable for all expenses and other expenses incurred by FLOKSER for incomplete items (including but not limited to all commitments made by FLOKSER to its suppliers, subcontractors and others) within thirty (30) days after this cancellation and as well as cancellation fee of twenty percent (20%) of the total amount of the said expenses to FLOKSER in cash and in full, as a penal clause added to the performance.

**9.3.** In case of any change accepted by FLOKSER, FLOKSER shall have the right to revise its prices and delivery schedules in order to reflect this change.

**9.4.** The BUYER cannot make any changes within the scope of these Terms and Conditions of Sale without the prior written consent of FLOKSER.

**9.5.** No waiver by FLOKSER of any term or provision of these Terms and Conditions of Sale shall be construed as a waiver of any other term or provision or any other breach, and such waiver shall not be considered an ongoing waiver.

**9.6.** Any provision of these Terms and Conditions of Sale that is prohibited by applicable law will be void to the extent of this prohibition without overriding any remaining provisions.

## **10. Intellectual and Industrial Property Rights**

**10.1.** All kinds of proprietary rights and any intellectual and industrial property rights which their disposal belongs directly or indirectly to FLOKSER cannot be used for any purpose other than the scope or performance of this Agreement.

**10.2.** The BUYER represents and warrants that it has full right and privilege to related to any design, plan or specification provided to FLOKSER for the production and/or process of a special order accepted by FLOKSER or related to patents, trademarks, copyrights, trade secrets and other intellectual property rights design, plan or specification in connection with the creation and/or processing of products for a special order accepted by FLOKSER.

**10.3.** The BUYER shall compensate FLOKSER against any claims, causes of lawsuits, costs, losses and proceedings including but not limited to court and attorney fees, arising from any claim made against FLOKSER or the BUYER based on the alleged violation of the intellectual property rights of third parties arising from this order. If FLOKSER has to make such a payment, it will recourse to the BUYER with its legal interest, and the BUYER is obliged to pay this amount to FLOKSER immediately, in cash and in full, upon the first request of FLOKSER.

**10.4.** The designs, specifications, materials, tools, patterns, patterns, equipment and other items given to FLOKSER directly or indirectly by the BUYER to fulfill or complete any special order shall remain the property of the BUYER, subject to the lien created by the applicable laws.

## **11. Force Major**

**11.1.** Shipment dates are subject to obtaining all necessary information at the time of quotation and convenience of the factory's conditions.

FLOKSER shall not be held responsible for the following:

- a)** Epidemic, fire, flood, earthquake, explosion, or other losses or accidents;
- b)** Natural disasters, strikes, lockouts or labor disputes;
- c)** Inability to supply or receive parts, materials, power or personnel;
- d)** War, civil war, insurrection, terrorism or other acts of violence;
- e)** Any law, order, regulation, statute, request or requirement of any government agency;
- f)** Any defect or delay caused by any reason beyond the control of FLOKSER including but not limited to other foreseeable or unforeseeable acts or conditions beyond the reasonable control of the affected party.

**11.2.** All the stated cases are considered force major. In the event of force major, FLOKSER cannot be held responsible for failing to fulfill its contractual obligations. FLOKSER will immediately notify the BUYER in written that the force majeure has occurred, and the delivery time will be extended until the force majeure ends. If the force majeure lasts more than two months, FLOKSER reserves the right to cancel the order.

## **12. Disclaimer of Warranties**

**12.1.** FLOKSER does not give any warranties to the BUYER, other than those expressly stated, regarding the product types and BUYERS specified in the valid warranty document.



**12.2.** FLOKSER makes no other warranties, guarantees or representations, whether express, implied or statutory, including but not limited to warranties of merchantability or fitness for a particular purpose.

**12.3.** No warranty, express or implied, made by any sales representative or any other agent or representative of FLOKSER shall be binding on FLOKSER.

### **13. Limit of Liability**

**13.1.** FLOKSER shall not be liable for any direct or indirect incidental or indirect damages arising from the sale, handling, use of the products sold or the violation of any of the terms herein.

**13.2.** FLOKSER's sole responsibility (and BUYER's exclusive right to remedy) is expressly limited to the solution provided in the warranty. If FLOKSER has no warranty liability for the related matter, one of the following shall be applied at FLOKSER's discretion;

**(a)** Replacement of any product found to be defective or not conforming to the descriptions and specifications set forth herein, at the agreed point of delivery,

**(b)** Repair of such products or,

**(c)** Returning the price of these products to the BUYER or providing the receipt of such amount.

**It will be decided exclusively which of these electives will be applied.**

### **14. Confidentiality**

**14.1.** Each Party agrees to keep this Agreement and its provisions confidential, and not to disclose to third parties any information (including price and customer information) that it has learned about the other Party and which is not in the public knowledge, during the execution of the orders placed within the framework of the Agreement, and not to disclose it to third parties (except those to be disclosed in accordance with the legislation or disclosures to official authorities) and also accepts and undertakes to ensure that its personnel and subcontractors also comply with these confidentiality commitments.

### **15. Non-assignment**

**15.1.** The BUYER cannot transfer or assign this Agreement and its rights and receivables arising from the Agreement to third parties for any purpose without the written consent of FLOKSER.

**15.2.** FLOKSER may transfer and assign this Agreement and its rights and receivables arising from the Agreement to third parties for any purpose.

## **16. Notifications**

**16.1.** Notifications to be made within the scope of this Agreement will be delivered by hand to the addresses of the parties stated below or sent by registered mail or fax (provided that the original shall be delivered by hand or sent by registered mail with return receipt later on).

**16.2.** Provided that the BUYER has a separate and written approval, documents related to their orders (such as order confirmation, delivery note, product specification) can be sent to the BUYER via e-mail or any other convenient electronic form. Submissions made to the BUYER via the e-mail address specified below or to another electronic address will be deemed to have been delivered to the BUYER on the time when they are sent. However, the validity of the notifications to be made with the aim of defaulting the other party or termination of the contract or revocation from it is subject to the procedures stipulated in article 18(3) of the Turkish Commercial Code.

**16.3.** In the event that one of the Parties does not notify the other Party of the change in their notification address, the notifications made to the address in this contract shall be deemed valid.

## **17. Entire Agreement**

**17.1.** There are no terms, conditions, agreements or consensuses between the BUYER and FLOKSER other than those stated here, and all previous offers and negotiations have been combined herein. Any terms and conditions that change or amend the provisions herein shall not be binding on FLOKSER unless signed and put in written by the authorized representative of FLOKSER.

## **18. Evidential Contract**

**18.1.** Apart from the documents listed in the law, documents in fax and electronic form sent by the Parties to each other will be considered as documents within the scope of Article 199 of the Code of Civil Procedure and will be accepted as evidence in proving all matters related to this Agreement and the orders within the scope of the Agreement. In the resolution of any disputes that may arise between the parties regarding this Agreement and its implementation; the parties declare and accept that, in addition to the commercial books and records of the parties kept in physical and/or electronic environment, the written, e-mail or fax instructions sent by the Parties to each other will be exclusive evidence in accordance with Article 193 of the Code of Civil Procedure.

## 19. Place of Jurisdiction and Governing Law

**19.1.** All aspects of any performance arising from these Terms and Conditions of Sale and related documents, all warranties in effect and any sale made accordingly shall be interpreted, applied and governed in all respects by the law of the Republic of Turkey. The provisions of the United Nations Convention on the International Sale of Goods (CISG) dated April 11, 1980 do not apply to this Agreement. The BUYER irrevocably gives consent to the jurisdiction of the Turkish Republic for any transaction, lawsuit or prosecution arising herein. Without limiting the general aspects of the foregoing, the BUYER agrees that any action and all applicable warranties arising from this order or the products created or processed pursuant to this order may be heard in a court of appropriate jurisdiction in the Turkish Republic

**The Courts and Execution Offices of Istanbul (Bakırköy) are authorized to resolve any disputes regarding this Agreement and orders and to collect receivables.**

## 20. Term of the Contract

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This Contract has been agreed on and signed in a single copy by the Parties on **.../.../2021**

<b>FLOKSER TEKSTİL SANAYİ VE TİCARET A.Ş.</b>	<b>BUYER</b>
<b>MERSİS No.</b> <b>0-3880-0367-7400017</b>	<b>MERSİS No.</b> .....
<b>Address: Hadımköy Mahallesi, Ürgüplü Caddesi, No.7, Arnavutköy, İstanbul</b>	<b>Address:</b> ..... ..... .....
<b>Faks: (0212)771-32-37</b>	<b>Faks:</b> .....
<b>E-Posta:</b>	<b>E-Posta:</b> .....



### FLOKSER TEKSTİL SAN. VE TİC. A.Ş

Hadımköy Mah. Ürgüplü Cad. No:7 34555 Arnavutköy / İSTANBUL - TÜRKİYE

PHONE / TELEFON: +90 212 866 49 00

FAX / FAKS: +90 212 771 32 37

info@floksertekstil.com.tr

sales@floksertekstil.com.tr

www.floksertekstil.com.tr