

1. Company

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2. Offer, conclusion of the contract:

2.1 The following terms and conditions apply to all present and future deliveries and services of ZIMM Turkey GmbH, even if no explicit reference is made to them. Deviating terms and conditions or delivery terms of the customer are only valid with our written consent. Persons who place orders or deliver or collect goods for processing shall be deemed to be authorized to accept our terms and conditions on behalf of the customer and to make reservations in this respect.

2.2 Our offers shall remain valid for 60 days after submission, unless otherwise agreed. We are entitled to adjust our offers and orders accordingly in the following cases: economic changes, new circumstances concerning raw materials, taxes, wage rates, currency differences, strikes, war, terrorist attacks, blockades, fire, natural disasters, other cases of force majeure or general circumstances outside our sphere (in particular in the event of a change of more than 10% in the price of aluminium or copper). In these cases, we are also entitled to adjust our prices/dates after conclusion of the contract.

2.3 The information in our catalogue is not binding.

2.4 The conclusion of a contract shall only be legally effective if we confirm an order in writing. Partial deliveries are permissible.

2.5 Our employees are not entitled to make agreements that deviate from our general terms of conditions, delivery terms or list prices. Such agreements require our written confirmation.

2.6 The contents of our order confirmations are to be checked by the recipient and the recipient is obliged to give immediate notice of any deviations from the order transmitted by him. If the recipient fails to do so, the transaction is concluded in accordance with the contents of our order confirmation.

3. Prices, Costs and Payments:

3.1 All prices are non-binding and are quoted – unless otherwise stated – in Euro and exclusive of VAT. Unless otherwise agreed, the prices according to our current price list valid at the time of conclusion of the contract shall be charged. The prices are ex works, without packaging and loading. All transport and packaging costs, freight and insurance charges, customs duties, fees and charges are to be borne by the customer. The statutory value-added tax will be invoiced additionally at the rate applicable at the time.

3.2 Unless otherwise agreed, our invoices shall be paid immediately upon receipt free of charges and deductions. Bank transfers shall only be considered as payment upon receipt on our account.

3.3 If the customer is in default of payment, we are entitled to demand compensation for the actual damage incurred as well as default interest at the statutory rate, but at least at the usual bank interest rate for current account credits (Kontokorrentkredit) plus VAT. In the event of default of payment, the customer also undertakes to reimburse us for the dunning and collection expenses incurred by us. In the event of a default in (partial) payment, we shall be entitled to declare open but not yet due invoice amounts immediately due and/or to demand advance payment or security for future deliveries and services.

3.4 The offsetting of counterclaims of the customer that are disputed by us and not legally established is excluded, as is the exercise of a right of retention by the customer.

4. Delivery:

4.1 The place of performance shall be our respective business premises in accordance with point 1. The risk shall pass to the customer as soon as the delivery item has been handed over to the carrier or other shipping person; in the event of default of acceptance by the customer as soon as shipment is ready.

4.2 Unless expressly agreed as binding, delivery periods are non-binding and are always to be understood as the expected time of provision and handover to the customer. Withdrawal from the contract by the customer due to delay in delivery is only possible by setting a reasonable – at least 4-week – grace period. The withdrawal must be asserted by registered letter. The right of withdrawal only refers to the part of delivery or service for which there is a delay. Subsequent requests for changes and additions by the customer shall extend the delivery time appropriately. The same shall apply in the event of unforeseen obstacles that lie outside our sphere or in the sphere of our supplier or in the event of force majeure.

4.3 In cases of delayed or non-executed delivery, claims for compensation of the customer are excluded even after the expiry of the grace period, except in cases of intent or gross negligence. In any case, our liability for damages caused by delay is limited to 0.5% of the value of the delayed delivery.

4.4 If a delivery is not possible due to delivery difficulties or price increases at our suppliers or at the manufacturer, we are entitled to withdraw from the contract without any obligation to pay compensation.

4.5 Goods not accepted on the agreed delivery date will be stored for a maximum of 6 weeks at the expense and risk of the customer. At the same time, we are entitled to insist on the fulfilment of the contract or, after setting a reasonable period of grace, to withdraw from the contract and use the goods for other purposes.

5. Reservation of ownership:

5.1 We reserve the right of ownership of the delivered goods until full payment of the purchase price as well as interest and costs arising from any delay in payment. The customer bears the entire risk (in particular destruction, loss, deterioration) for the goods subject to reservation of ownership. The customer is obliged to treat the goods with care during the existence of the reservation of ownership and to carry out all necessary maintenance and inspection work. In the

event of treatment, processing, or combination of the goods with other goods, our ownership extends to the new item/goods. Until the purchase price has been paid in full, the customer assigns to us on account of payment all claims and rights of security to which he is entitled from any resale. As soon as the reservation of ownership is asserted by us, the customer must refrain from any exploitation and, in the event of default of payment, we are entitled to inform the purchasers of the goods, which the customer must inform us of, of the assignment and to demand payment to us.

5.2 Any pledging or assignment as security of the reserved goods is not permitted without our consent. The customer must notify us immediately of any pledging by third parties. In the event of the customer's insolvency, we shall be entitled to a corresponding right of separation. The customer is obliged to inform us before filing for insolvency proceedings.

6. Construction and design:

6.1 Selection and dimensioning is determined by the customer's designer, as we do not know the design conditions such as the place and type of use. On request, we can assist with selection and dimensioning and prepare the assembly drawing and calculation for the customer on the basis of his performance parameters as a proposal. This drawing must be checked and approved by the customer. The drawing checked and approved by the customer is the basis for production and pre-assembly.

7. Technical changes during the term:

7.1 We are entitled to carry out technical changes after conclusion of the contract if the contractually agreed performance is not affected.

8. Notice of defects, warranty:

8.1 Defects must be reported in writing immediately after receipt of the delivery/service, at the latest within 14 days, hidden defects within 3 days of discovery. The complaint must be sufficiently substantiated and proven with documentary evidence. If the notification of defects is not made in due time, all warranty claims and claims for damages shall expire. In any case, the warranty right shall expire one year after delivery.

8.2 The existence of defects must be proven by the customer.

8.3 Minor technical changes as well as deviations from drawings and catalogues shall be deemed approved in advance.

8.4 In order to guarantee a safe function, a test run under load or real operation (according to the customer's design parameters) is necessary. We carry out our test runs in no-load operation, but not under load, with the customer's installation conditions. The test runs at the customer's premises are necessary to achieve a perfect installation geometry through exact assembly and to exclude function-interfering influences. We do not accept any liability for damage that is attributable to the fact that test runs under load or real operation are not carried out at the customer's premises. Furthermore, we do not assume any liability for the installation of our products in all types of vehicles on land, water and in the air, unless we have given written assurance to the contrary.

8.5 Insofar as this does not violate mandatory law and insofar as nothing else is regulated in these conditions, we shall only be liable for the compensation of damages which we have caused through gross negligence or intent. However, this limitation of liability does not apply to personal injury. We shall not be liable for indirect damage, lost profits, loss of interest, failure to make savings, consequential damage and damage to assets and damage from third-party claims.

8.6 Increased environmental impacts occur especially in outdoor use. In the event of a malfunction, we require a documented analysis of the cause – e.g. environmental influences or product defects. If the customer does not provide us with such a cause analysis, we are not obliged to remedy the defects. Warranty and damage claims are excluded in such case.

8.7 If a product delivered by us is indeed defect, it must be returned to us immediately – including error documentation/cause analysis. The customer's cause analysis is the basis for our laboratory checks and sustainable error avoidance. The transport costs are borne by the sender.

8.8 Liability for damage to property and personal injury due to product liability law is excluded. The customer undertakes to transfer this exclusion of liability to his customers.

9. EDV:

9.1 If the customer makes use of electronic forms or e-mail for orders or other legal declarations, these require error-free access to us in order to be effective. Transmission errors shall be at the customer's risk without exception.

9.2 The data connected with our business relations (in particular name, address, telephone and fax numbers, e-mail addresses, order, delivery and invoice addresses, order data, ordered or delivered products and services, quantities, prices, delivery dates, payment and reminder data, etc.) are stored and processed in our IT system. The customer declares his consent to this.

10. Place of performance, applicable law:

10.1 The place of performance shall be our business premises in accordance with point 1. German law shall apply exclusively, to the exclusion of the conflict of law rules of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 All legal disputes arising between us and the customer in connection with a contractual relationship subject to these General Terms and Conditions shall be decided exclusively by the competent local court at our company's registered office (according to point 1).

11. Miscellaneous:

11.1 Should any provision of this contract be or become legally ineffective, invalid or void, this shall not affect the legal effectiveness and validity of the remaining provisions. In this case, the parties to the contract undertake to replace the legally ineffective, invalid or void provision with one that is legally effective and valid and corresponds to the replaced provision in its economic effect – as far as possible and legally permissible.