

General Terms and Conditions

of the private limited company ETS Ekolojik Teknolojik Temizlik Çözümleri Ltd. Şti hereinafter to be referred to as "ETS", which has its registered office at Istanbul, is actually established and conducts its business in Istanbul (34882), at Atatürk Cad. Erenler Street 6 and is registered in the registry of companies of the Chamber of Commerce at Istanbul, under number: 826248

I Applicability and definitions:

I.1a These general Terms and Conditions apply to and are an integral part of:

- all offers made by ETS; and
- the agreements to which is a party; and
- the execution of these agreements, insofar as ETS acts as the (potential) seller or supplier or service provider in the said offers and/or agreements.

I.1b Departures from these agreements shall only be binding for ETS, if and insofar as agreed to in writing by ETS. I.2

In these General Terms and Conditions, "other party" refers to every (legal) person, including that person's representatives, attorneys, and assignees under special title, with whom ETS has entered into a legal relationship, of the sort referred to in the subsections of the previous article.

I.3 The present General Terms and Conditions shall prevail above any general terms of sale and delivery of the other party, even if they also claim to have precedence, except if and insofar as ETS has explicitly accepted the latter conditions in writing.

I.4 Third parties shall likewise be bound by these General Terms and Conditions, insofar as the said third parties have examined or could have examined these General Terms of Sale and Delivery.

I.5 For the present purposes, "offer" refers to a written statement made by ETS to a named other party, with a specified description of the goods and/or services to be supplied and the prices that will be charged.

I.6 For the present purposes, "order confirmation" on the part of ETS refers to a written confirmation of an order placed by a customer of ETS, regardless of whether or not this was preceded by an offer from ETS.

II. Offers:

II.1 Offers made by ETS, which must be issued in writing, shall only bind ETS for fourteen days after the date of sending, on the understanding that ETS shall at all times be entitled to adjust offers on the basis of article VIII of these General Terms and Conditions.

II.2 Any other verbal or written information from ETS about prices, the range, offers, services, etc. shall be provided completely without engagement. Therefore, the other party shall not be entitled to derive any right from such information, except in the case of a written statement to the contrary by ETS.

II.3 Any amounts stated in offers and other verbal and written information from ETS are exclusive of value-added tax and other taxes, levies and duties, unless specifically stated otherwise in the offer itself.

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Atatuerk Cad. Erenler Street 6
Soğanlık Orta Mah. Kartal
TR 34882 ISTANBUL
TURKEY

■ Tel. +90 (0) 216 60 60 666
■ Fax +90 (0) 216 60 62 141
■ info@etsturkiye.com

■ Internet:
www.etsturkiye.com
www.etsinternational.de
www.etsintgroup.com
www.cleanermarkt.com
www.kompozitemizlik.com
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www.iacs.com.tr
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III. **Agreements:**

III.1 Regardless of what is stated below; an agreement shall only be concluded with ETS:

- through the offer made by ETS being accepted by the other party in good time; or:
- through ETS's acceptance of the other party's order when this was not preceded by an offer from ETS; in the case of orders with a value in excess of € 990 (nine hundred and ninety Euros), this acceptance shall only be made by means of a written order confirmation.

III.2 Any subsequent, supplementary agreements, amendments or promises, as well as any amendments or promises made by personnel, or representatives, or on behalf of ETS shall only be binding for ETS if they are explicitly confirmed in writing.

III.3 All agreements shall be entered into by ETS subject to the contingent condition that ETS considers the other party to be sufficiently solvent to fulfil the agreement. ETS shall be entitled to investigate the other party's solvency.

III.4 Upon or after an agreement's conclusion, prior to any (further) performance, ETS shall be entitled to require security from the other party that the payment obligations as well as the other obligations will be fulfilled.

III.5 ETS shall be entitled to bring in third parties:

- a. if it considers this necessary for the proper execution of the agreement and if
- b. this is in line with the nature and content of the agreement and the circumstances, or
- c. if this suddenly becomes necessary in order to prevent or limit damages for any party whatsoever;

whereby the other party may be charged for the cost of bringing in any such third parties.

ETS shall consult with the other party before doing so, except in the case of c., where, although an attempt shall be made to consult with the other party, this may not always be possible.

In cases a. and b., ETS shall also offer the other party the opportunity to cancel the agreement, without affecting ETS's right to claim compensation for the costs already incurred or the work already performed, unless bringing in third parties cannot place the other party at any disadvantage.

III.6 Agreements concluded by ETS shall be subject to the contingent condition that the other party pays ETS the stipulated consideration in full.

ETS shall therefore remain the owner of the goods it delivers until the agreed purchase monies have been paid to ETS and the latter has received them. This retention of title also applies to the consideration due for related work carried out by ETS, as well as to any claims that arise on account of the other party's failure to comply or comply in full with the agreement, interest and costs, both legal and extrajudicial included.

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IV. Execution of the agreement

- IV.1 If ETS states any delivery times or times at which services are to be provided, these shall always be estimates and the other party shall not derive any rights from the times stated.
- IV.2 Deliveries shall be by means of the transfer of the goods to the other party, at ETS's address. Deliveries that are made by ETS shipping the goods to the other party's address shall be made at the other party's own risk.
- IV.3 The other party shall be obliged to inspect the delivered goods immediately upon receipt and, in the event of any failure to do so, the other party shall bear the risk of possible shortages or damage.
- IV.4
- ETS reserves the right - in consultation with the other party - to perform work in a significantly different way from that promised.
 - If the work performed will differ significantly from that promised, this shall be discussed beforehand with the other party, and the latter shall be entitled to cancel the agreement, without affecting ETS's right to claim compensation for the costs already incurred or the work already performed.
 - ETS shall be notified in writing, by registered mail, of the said cancellation or ETS shall send written confirmation of the cancellation by registered mail.
 - If the other party agrees to the change referred to in this article under a., the other party shall not then be entitled to withdraw its agreement. This situation shall be equivalent to the situation in which the other party fails to reject the change within a period of 7 days of ETS having provided written notification by registered mail that the situation referred to under a. will arise.
- IV.5 Services shall be performed at ETS's address, unless explicitly agreed otherwise.
- IV.6 If the other party refuses to take delivery of the goods and/or accept the services supplied pursuant to the agreement, without providing a reason acceptable to ETS, or if the other party fails to comply or comply properly with any other obligation arising from the agreement, ETS shall be entitled to cancel the agreement, without the need for legal intervention and without affecting ETS's right to claim compensation for the losses incurred, which losses shall be considered to amount to at least the invoice sum owed.
- IV.7 Goods that belong to the other party which the latter refuses to take/collect, but which are also in ETS's custody for the execution of the order issued to ETS, shall be kept at the expense and risk of the other party. The said goods shall also be used in the recovery of the sums owed to ETS. If the other party fails to pay the amounts owed to ETS after having been sent proper notice of default, the other party shall be considered to have authorized ETS to recover the amount owed by means of a public sale of the said goods.

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V. Force majeure

V.1 If a case of *force majeure* occurs - which includes any circumstance beyond ETS's control - that makes it unreasonable for the other party to expect ETS to comply with the agreement, ETS shall be entitled to either suspend the execution of the agreement or to terminate the agreement, without the other party being entitled to any compensation.

V.2 ETS shall be entitled to demand payment for the work it has already performed up to the occurrence the case of *force majeure*.

VI. Guarantee

VI.1 ETS provides a three-month guarantee on the goods it supplies or services it performs, except when a defect noted within the said period cannot be attributed to ETS, or when another period has been agreed.

VI.2 Complaints concerning supplies, services and invoices must be submitted to ETS in writing as quickly as possible after the actual delivery of the goods, the commencement of the services or the receipt of the documents concerned respectively, but complaints must in any case be submitted within seven days of discovering a defect or within 30 days of the time at which (in ETS's view) the other party could reasonably have discovered the defect.

VI.3 In the event of any failure to submit the complaints referred to in article VI.2 in good time, all relevant claims against ETS shall be barred.

VI.4 With regard to goods supplied by ETS that come from third parties and/or with regard to services performed by third parties, only the guarantee provisions of the third parties concerned shall apply.

VI.5 With regard to the other goods supplied by ETS, goods that are defective owing to manufacturing and/or material faults shall be repaired or replaced (on an exchange basis) by ETS, free of charge, up to the invoice value of the goods supplied, for a period of three months after delivery, but only if this has been separately and specifically confirmed in writing by ETS.

VI.6 With regard to the other services supplied by ETS, damage resulting from the services on account of errors and/or shortcomings shall be restored, free of charge, or, as ETS sees fit, ETS shall pay compensation up to the invoice value of the services supplied, but only if this has been separately and specifically confirmed in writing by ETS.

VI.7 Damage resulting from improper use by or on behalf of the other party is explicitly not covered by guarantee.

VII. Liability

VII.1 ETS's liability is limited to that described in article VI. Therefore, ETS's fulfilment of all its obligations described therein shall count as total compensation.

VII.2 ETS shall not be liable for any direct or indirect loss or consequential loss of any nature whatsoever that arises from or in connection with using or not being able to use the goods supplied by ETS and/or the utilization or not being able to utilize the services performed by ETS.

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VIII. Price

- VIII.1 Taking into accounts the provisions of article II.1, the prices ETS offers are without engagement and are based on prices per unit product, the purchase prices applicable on the date of the offer, wages, charges, taxes and other price-determining factors.
- VIII.2 ETS shall be entitled to adjust the agreed prices when price increases are allowed by law or when price increases are passed on by third parties, for example when market prices, rates, wages, taxes, duties, shipping costs, insurance and other price-determining factors are increased.
- VIII.3 Unless specifically agreed otherwise in writing, the prices stated in offers and order confirmations shall be considered to have been stated in Euros.

IX. Payment

- IX.1 Unless specifically agreed otherwise - in writing - payment must be made in cash, in Euro's, upon delivery of the goods or the performance of the services, and without setting off the sum owed against any other sum.
- IX.2 All payments made by the other party shall be used to settle ETS's oldest account receivable from the other party, as well as any interest and the costs, including the legal and extrajudicial (collection) costs, ETS incurs.
- IX.3 If the other party:
- is declared bankrupt, assigns its interests for the benefit of creditors, submits an application for a moratorium, or if an attachment order is placed on the other party's assets,
 - dies, is placed under legal restraint,
 - fails to comply with any of the provisions of these General Terms and Conditions or any provision of the law,
 - is in default with respect to ETS,
 - ceases trading, sells or dissolves its business,

ETS shall be entitled to immediately cancel the agreement entered into with the other party, without the need for any legal intervention and shall be entitled to claim compensation for the work already performed, all without affecting ETS's right to claim interest and compensation for the damages and costs incurred.

- IX.4 In the event of its non-performance, the other party shall be legally in default, and shall owe late-payment interest as of the invoice date, at a rate of 1.5% per month, however the minimum rate shall be the statutory interest rate.
- IX.5 In the event of its non-performance, the other party shall be liable for the resultant direct and indirect losses, as well as any interest and costs including legal and extrajudicial costs. The extrajudicial costs shall be at least 15% of the invoice sum, plus the interest owed, with a minimum of € 25 (twenty five Euros).

X. Applicable law and choice of forum

All offers and agreements shall be subject to the law of the Turkey. Disputes arising from offers and agreements that are covered by these general terms and conditions shall be brought before the competent court at Istanbul, subject to the provisions of section 98 of the Code of Civil Procedure regarding the relative competence of the cantonal judge.

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