

STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF PRODUCTS AND SERVICES OF
VitrA Fliesen GmbH&Co.KG

1. DEFINITIONS

1.1 In this document the following words shall have the following meanings:

- 1.1.1 "Agreement" means the written or oral agreement (including offers) between the Supplier and the Customer for the sale and purchase of the Products and/or Services in accordance with the terms and conditions set out in this document ("T&Cs");
- 1.1.2 "Bespoke Product" means a Product that is not a Standard Product or a Discontinued Product, which is made to the Customer's requirements;
- 1.1.3 "Customer" means the organization or person who purchases Products and/or Services from the Supplier;
- 1.1.4 "Discontinued Product" means a Standard Product that is no longer supplied by the Supplier;
- 1.1.5 "Intellectual Property Rights" means all patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.1.6 "Purchase Order" means the Customer's order for the Products and/or Services, as agreed by the Supplier in accordance with clause 2;
- 1.1.7 "Party/Parties" means either the Supplier and/or the Customer, or both together, depending upon the context;
- 1.1.8 "Products" means the products (or any part of them) set out in the P.O.;
- 1.1.9 "Services" means installation, repair, maintenance, inspection, testing and re-working of Products and any necessary parts and materials, whether at the Supplier's facility or at the Customer's site, as set out in the P.O.;
- 1.1.10 "Standard Product" means a Product included on the Supplier's standard product range (as set out in the Supplier's standard price list, as varied from time to time);
- 1.1.11 "Supplier" means VitrA Fliesen GmbH&Co.KG, incorporated and registered in Germany,
- 1.1.12 "Working Day" means a day other than a Saturday, Sunday or public holiday in Supplier's and Customer's country.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a Party includes its successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any words following the terms “including”, “include”, “in particular”, “for example”, “such as” or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 Clause headings are provided for convenience only and shall not affect the interpretation of the Agreement.

2. GENERAL

2.1 These T&CS shall apply to all deliveries and quotations, order acknowledgements and agreements for the supply of Products and Services by the Supplier to the Customer. No additional or different terms or conditions will be binding upon Supplier unless specifically agreed to in writing; failure of Supplier to object to provisions contained in any purchase order or other communication from a Customer which are not agreed by the Supplier in writing shall not be construed as a waiver of these T&Cs nor an acceptance of any of such provisions.

2.2 Any quotations the Supplier provides do not constitute an offer to enter into an Agreement with the Customer. In order to purchase any Products and/or Services from the Supplier, the Customer shall submit to the Supplier a Purchase Order. For the avoidance of doubt, a purchase order constitutes an offer by the Customer to purchase the Products and/or Services in accordance with these T&Cs, and is subject to the Supplier’s written acceptance (“**Order Confirmation**”). The Customer is responsible for checking and confirming that the Order Confirmation is complete and accurate in 48 hours from receiving the Order Confirmation, otherwise the Order Confirmation will be deemed to be confirmed by the Customer.

2.3 The Customer must inform the Supplier of the preferred date of delivery in the purchase order. Based on the preferred date, the Supplier may (in its sole discretion) accept the preferred date and, if accepted, shall confirm its acceptance in the Order Acknowledgement, or propose an alternative date of delivery. Order quantity, price, production timing and estimated ready for delivery date (from Turkey warehouse) shall be stated on the Order Confirmation. Each week, the Supplier may provide the Customer with an Outstanding Order Report (“**OOR**”) which sets out the order details, pricing, and production date, as agreed by the Supplier. The Customer shall promptly report any issues in the OOR to the Supplier. The Customer may track the status of its order in the OOR.

2.4 The Supplier shall use all reasonable endeavours to complete the delivery of Products and Services within the estimated time frames set out in the Order Confirmation, but time shall not be of essence in the performance of any supplies or services.

2.5. Unless modified in writing by mutual agreement, these T&Cs will be an integral part of any Agreement between the Supplier and Customer. In case of any contradictions between any Agreement documents, the Agreement shall prevail.

3. PRICE AND PAYMENT

3.1 The Supplier shall prepare a packing list at delivery date and send to the Customer. Unless otherwise agreed in writing, the Supplier shall invoice the Customer for the Products and Services once the Products are loaded onto the vessel at the port of shipment, at the then prevailing prices (as set out in the Supplier’s published price list) (“**Price**”). Regardless of the date on which the Customer places the order, the price on the date of shipment will be valid. If the Customer disputes any invoice raised, they must notify the Supplier in writing. In case of within 8 (eight) days of receipt of the invoice. Invoices not contested within 8 (eight) days from receipt shall be deemed accepted.

3.2. The Customer’s written acceptance of the Prices and/or the placement of an order in writing (hereafter the “**Order**”) shall be deemed the Customer’s unconditional and irrevocable agreement to these General Sales Terms and Conditions and the waiver of the Customer’s own purchase terms and conditions or any other similar document.

- 3.3 The Price does not include any sales, use, property, value added or other taxes, charges, levies, assessments, and other fees of any kind imposed by governmental or other authority in respect of the purchase, sale, importation, lease or other distribution of the Products or Services. The Customer shall be liable for all such taxes and charges at the then prevailing rate, and for any exemption to such taxes and charges.
- 3.4 Invoiced amounts shall be due and payable in full and cleared funds to a bank account nominated in writing by the Supplier.
- 3.5 If the Customer fails to make payment due to the Supplier under the Agreement by the due date then, without limiting the Supplier's other rights and remedies, the Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment (whether before or after judgment) at a rate of 4% per annum above the base rate of the Central Bank of the country where the Customer is located.
- 3.6 In the event that a payment due to Supplier under the Agreement remains unpaid more than 20 days after its due date, or if the Supplier has a fair reason to doubt the Customer's ability or readiness to pay, the Supplier reserves the right, without any liability and without prejudice to its other rights and in its sole discretion, i) to terminate the Agreement, ii) to suspend the performance of its obligations under the Agreement, these T&Cs or any other outstanding Purchase Order and (iii) to institute other actions and remedies permitted by applicable law. The Customer agrees to reimburse the Supplier for any costs and expenses (including reasonable legal and other professional fees) in connection with the collection of any amounts owed to the Supplier under these T&Cs and any other written agreement between the Parties.
- 3.7 All amounts due to the Supplier under the Agreement shall be paid in full and the Customer shall have no right of set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.8. Early payment shall not grant reduction of prices.
4. SPECIFICATION OF THE PRODUCTS
- 4.1 All Products shall be required only to conform to the P.O. which is agreed by the Supplier in writing. For the avoidance of doubt, no descriptions, specifications, figures, measurements, statements, photographs, drawings, illustrations contained in any product brochure, pamphlet, catalogues, price lists, product samples or other sales or marketing literature of the Supplier are only indicative and are intended merely to represent a general description or depiction of the Products and no representation written or oral, correspondence or statement shall form part of these T&Cs or have any contractual force, unless expressly specified and incorporated into the Agreement by the Parties in writing.
- 4.2 The Supplier reserves the right to revise and discontinue Products at any time and without prior notice.
- 4.3 The Supplier will ship Products that have the same or similar functionality and performance of the Products ordered, but changes, including but not limited to changes with regard to colour, measurements and weight, due to technical requirements between what is supplied and what is described in specification sheets, catalogues, brochures or the like, are possible and shall not constitute a defect in the Product or non-compliance on the part of the Supplier. Actual Products may be different than samples and colour charts. Colour variations in Products are to be expected. The Supplier is not responsible and is not liable for any claim if the Products fail to match any samples, colour charts, colour illustrations, or reproductions.
- 4.4 In order to minimise colour and texture variations in the Products, the Customer is encouraged to order correct and sufficient quantities of Products in a single Order to avoid receiving different shades or textures of Products, when placing separate Orders. The Supplier cannot guarantee that shade and texture of Products will match where Orders have been placed separately and are therefore, fulfilled from different batches. Shade and texture variations in Products are typical, due to production processes.
- 4.5 The Supplier shall not be responsible for installation of the Products unless otherwise agreed between the Parties in writing.

- 4.6 The Supplier reserves the right to amend the specification of any Product if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 4.7 The Customer is responsible for ensuring that the terms of the Order are complete and accurate, and that the specification meets the Customer's requirements.
- 4.8 To the extent that the Products are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the specification. This clause 4.8 shall survive termination of the Contract.

5. ORDER AND DELIVERY

- 5.1 The Supplier will use its reasonable endeavours to comply with estimated date or dates for dispatch or delivery of Products and/or Logistic Services as stated in the Order. Time for delivery shall not be of the essence and such date or dates shall be estimates only and shall not be binding. Expected delivery times given by the Supplier may vary, depending on factors such as production status, current port occupancy, and container capacity. The Supplier has no control on vessel route changes or the duration of the shipment. The Products will be packaged in accordance with the agreed standards.
- 5.2 If, notwithstanding that the Supplier has used its reasonable endeavours to meet the estimated date(s) for dispatch or delivery of the Products and/or Services, it fails to meet such date or dates, such failure shall not constitute a breach of the Agreement and the Customer shall not be entitled (i) to treat the Agreement as repudiated or to rescind it or any related Agreement in whole or in part; or (ii) to claim compensation for any such failure. The Supplier shall not be liable to the Customer for any delay in delivery beyond the estimated delivery or dispatch date, including where the delay is caused by a Force Majeure Event (as set out in clause 14) or the Customer's failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Products or the provision of the Services.
- 5.3 The Supplier shall deliver the Products to the location set out in the Order, or such other location as the Parties may agree in writing ("**Delivery Location**"). The Customer is responsible for arranging any onward transportation from the Delivery Location.
- 5.4 The Supplier reserves the right to deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate agreement. Neither any non-delivery, nor shortages in delivery nor any claim by the Customer in respect of any instalment shall entitle the Customer to cancel any other instalment.
- 5.5 If there are enough Products ready to be shipped to fill a container, the container will be shipped and, unless otherwise agreed with the Supplier in writing, the Customer cannot demand that the container is held until other Products are also ready to be shipped.
- 5.6 Delivery is completed once the Products are made available to the Customer for unloading at the Delivery Location, and risk in the Products shall pass to the Customer at that point. For the avoidance of doubt, the Customer is responsible for the unloading of the Products at the Delivery Location and is liable for any damage to the Products during unloading.
- 5.7 The Customer shall be responsible for obtaining any necessary import licenses or permits necessary for the delivery of the Products to the Customer. The Customer shall be responsible for any customs duties, clearance charges, taxes, brokers' fees, and other amounts payable in connection with the importation and delivery of the Products. If the Customer requests any revisions to the Delivery Location after loading of the

Products onto the vessel, the Supplier will notify the Customer of the revised Price and the Customer will bear the cost.

- 5.8. In case that the Products are damaged during transportation, the Customer shall write a damage report together with the carrier (or write it's objection on delivery form of the carrier) and take photos. In that case the Customer shall inform the Supplier immediately.
- 5.9. The Customer has no right to refuse agreed deliveries of the Products, otherwise Customer shall pay all amount of invoices issued by Vitra.

6. TITLE

- 6.1 Title of the Products shall not pass to the Customer until the Supplier has been paid in full (in cash or cleared funds) for the Products and Services and any other products that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums.

7. CUSTOMER'S OBLIGATIONS

7.1 To enable the Supplier to perform its obligations under the Agreement, the Customer shall:

- 7.1.1 co-operate with the Supplier in all matters relating to the Agreement;
- 7.1.2 provide the Supplier with any information reasonably required by the Supplier;
- 7.1.3 obtain all necessary permissions and consents which may be required at least 5 Working Days before the commencement of the Services;
- 7.1.4 comply with such other requirements as may be set out in the Agreement or otherwise agreed between the Parties;
- 7.1.5 ensure that any information that it provides to the Supplier, is complete and accurate; and
- 7.1.6 provide the Supplier, its employees, agents, consultants, and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services and/or deliver the Products.

7.2 If the Supplier's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer (or any third party, not being a subcontractor of the Supplier), including the obligations set out in clause 7.1 ("**Customer Default**"):

- 7.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 7.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations set out in this Agreement; and
- 7.2.3 the Customer shall be liable to compensate the Supplier for any expenses, costs or losses sustained or incurred by the Supplier as a direct or indirect result of the Customer Default.

7.3 Without prejudice to any other rights or remedies to which the Supplier may be entitled, in the event that the Customer unlawfully terminates the Agreement or cancels Products and Services, the Customer shall be required to pay to the Supplier all costs reasonably

incurred by the Supplier in fulfilling the Order up until the date of deemed receipt of the cancellation (including the full amount of any third party costs to which the Supplier has committed), which may be up to the full Price of the Products and Services as set out in the Agreement. For the avoidance of doubt, if the Customer fails to comply with any obligations under clause 7.1, the Supplier may (in its sole discretion) terminate this Agreement and claim damages.

8. ORDER ALTERATIONS OR CANCELLATIONS

Any alterations or cancellations in the scope or specification of the Products and/or Services to be provided under these T&Cs shall be agreed in writing by the Parties. The Customer shall pay to the Supplier costs and expenses incurred due to alteration or cancellation. Any alterations or Cancellations request must be included request date.

Alterations:

8.2 In relation to Bespoke Products, provided that such request is made no later than 5 weeks prior to the date of production (as set out in the Order Acknowledgement), the Customer may request alterations to the Order by notice in writing to the Supplier. In case that the Customer notifies later than 5 weeks, the Customer shall pay the amount of all physical inputs for ordered Products.

In relation to Standard Products, provided that such request is made no later than 2 weeks prior to the date of production (as set out in the Order Acknowledgement), the Customer may request alterations to the Order by notice in writing to the Supplier. Otherwise the Customer shall pay %50 of the Order amount.

On receipt of the request for alterations the Supplier shall, within 5 Working Days or such other period as may be agreed between the Parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the Price, delivery time and any other terms already agreed between the Parties.

8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the Parties under clause 8.2, the Customer shall, within 5 Working Days of receipt of such notice or such other period as may be agreed between the Parties, advise the Supplier in writing whether or not it wishes the alterations to proceed.

8.4 Where the Customer confirms in writing that it wishes the alterations to proceed under clause 8.3, the Order shall be amended to reflect such alterations and thereafter the Supplier shall perform the Agreement upon the basis of such amended terms. If the Customer decides not to proceed with the alterations, the Supplier shall continue to supply the Products on the basis of the original (unaltered) Order.

Cancellations:

8.5 Where the Customer wishes to cancel an Order:

- 8.5.1 an Order for Standard Products can be cancelled up to 2 weeks before the production week (as set out in the OOR).
- 8.5.2 an Order for Bespoke Products can be cancelled up to 4 weeks before the estimated date of dispatch (as set out in the Order Acknowledgement); and
- 8.5.3 an Order for Discontinued Products cannot be cancelled unless approved by the Supplier in writing.

9. WARRANTY

9.1 The Supplier warrants that at the time of delivery of the Products and Services, the Products and Services shall comply with the specification set out in the Order. As the Supplier has no control over the storage of goods after delivery or over the method of application or use of goods, any condition or warranty in place by Statute or otherwise in relation to the quality, appearance and constitution of the Products or their fitness for any purpose is hereby excluded to the fullest extent permitted by law save as set out in the Agreement or otherwise expressly agreed in writing with the Customer.

9.2 The Supplier warrants that the Services performed under the Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standard and practices.

9.3 The Supplier warrants that any Products manufactured by the Supplier shall be free from defects in material and workmanship under normal use for a period of [24] months from the date of delivery ("**Warranty Period**").

9.4 Subject to clause 9.6, if:

9.4.1 the Customer gives notice in writing to the Supplier during the Warranty Period and within a reasonable time of discover that some or all of the Products do not comply with clause 9.3;

9.4.2 the Supplier is given a reasonable opportunity to examine such Products; and

9.4.3 the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business (at the Customer's cost),

the Supplier shall, at its option, repair or replace the defective Products. Such repair or replacement shall be the Supplier's sole obligation and the Customer's sole remedy hereunder and shall be conditioned upon Supplier's receipt of written notice of any alleged defect within the periods indicated in Clause 9.5. hereof. The warranty conditions set out in Article 9.4. shall be valid for the replaced or repaired Products.

In case that the Customer has the defective product repaired without notifying the Supplier, the Supplier shall not be responsible for the resulting expenses.

9.5 Upon receipt of the Products, Customer shall, without delay examine the same as to the quality and quantity of the Products. The Bespoke or Discontinued Products may be 10% less or more than ordered. Notification of shortages or defects (including visual defects or nonconformities, including but not limited to colour, shade, texture, or other alleged facial or structural defects or discrepancies in dimensional characteristics) must be made in writing to the Supplier within five (5) Working Days of the delivery date, otherwise the Products shall be deemed to have been accepted without apparent damages and/or shortages. Written notice of any alleged latent defects must be presented to the Supplier immediately and no later than 5 (five) Working Days upon the Customer's discovery of such latent defects.

9.6 In any case, before using the Products, it is the responsibility of the Customer, to check the existence of apparent faults and/or defects, in order not to worsen the defect. The Supplier shall not be liable for the Products' failure to comply with the Agreement if:

9.6.1 the Customer makes any further use of the Products after giving notice of a defect under clause 9.5;

9.6.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, cleaning, use and maintenance of the Products or (if there are none) good trade practice regarding the same;

9.6.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

9.6.4 the Customer alters or repairs such Products without the written consent of the Supplier;

9.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

9.6.6 the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or

9.6.7 complaints arising from the installation of a product with unsuitable technical data in the applied area.

9.7 Except as expressly stated in the Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Products and Services to be provided by the Supplier. The warranties and remedies expressed herein are the sole and exclusive warranties and remedies provided by the Supplier and shall be in lieu of any other warranties, expressed or implied, without limitation, any implied warranty of merchantability or fitness for a particular purpose, and is in lieu of any and all other obligations or liability on Supplier's part.

10. INDEMNIFICATION

The Customer shall indemnify the Supplier against all liabilities, damages, claims, costs, expenses and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) which the Supplier may suffer or incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under the Agreement, including any claims brought against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights or trade secret arising out of or in connection with the Supplier's use of any materials, specifications, goods and/or services provided by the Customer to the Supplier.

11. LIMITATION OF LIABILITY

11.1 The restrictions on liability in this clause 11 apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2 Nothing in the Agreement limits any liability which cannot legally be limited, including the Supplier's liability for death or personal injury due to negligence.

11.3 Subject to clause 11.2, the entire liability of the Supplier or its suppliers, agents, employees to the Customer in relation to each Order shall be limited to the total price paid by the Customer to the Supplier under the Order under which the breach occurred.

11.4 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect, incidental, special or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable, or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

11.5 In no event shall the Supplier be liable to the Customer for any direct or indirect, incidental, special or consequential loss or damage whatsoever arising after the application of the Products.

11.6 This clause 11 shall survive termination of the Agreement.

12. TERMINATION

12.1 Without limiting its other rights or remedies, either Party may terminate the Agreement with immediate effect by giving notice in writing to the other Party if:

12.1.1 the other Party commits a material breach of the Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other Party to do so;

12.1.2 the other Party commits a material breach of the Agreement which cannot be remedied under any circumstances;

- 12.1.3 the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 12.1.4 the other Party ceases to carry on its business or substantially the whole of its business; or
- 12.1.5 the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 12.2 Without limiting its other rights or remedies, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer:
- 12.2.1 if the Customer has not otherwise performed or complied with any of these T&Cs, in whole or in part; or
- 12.2.2 in accordance with clause 3.7; or
- 12.2.3 if the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.
- 12.3 Without limiting its other rights or remedies, the Supplier may terminate the Agreement by giving the Customer not less than [2 months'] written notice.
- 12.4 On termination of the Agreement, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt and the Customer also shall immediately receive all Products produced for itself and waiting in the Supplier's stocks. Otherwise the Supplier has the right to deliver the Products to a warehouse at the Customer's expense.
- 12.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall be owned by the Supplier and, so far as not already vested, shall become the absolute property of the Supplier, and the Customer shall execute and deliver such documents and perform such acts as may reasonably be required to vest such rights in the Supplier. For the avoidance of doubt, the Supplier shall own all Intellectual Property Rights in the designs, images, drawings (test) models, software, templates and Products.
- 13.2 The Supplier assumes no liability as to any Intellectual Property Right infringement where such infringement is as a result of:
- 13.2.1 any use by or on behalf of the Customer of the Products in combination with other goods and/or services not supplied pursuant to the Agreement;
- 13.2.2 any modification carried out by or on behalf of the Customer to any Product(s) supplied by the Supplier under the Agreement (including where the Product is manufactured by the Supplier to the Customer's specification, or modified by the Supplier at the Customer's request).

14. FORCE MAJEURE

14.1 The Supplier shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (in whole or in part) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Supplier including, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage ("**Force Majeure Event**"), and the time for performance of such obligations shall be extended accordingly.

14.2 If the Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than [4 weeks], the Supplier may terminate this Agreement by giving [2 weeks'] written notice to the Customer.

15. ASSIGNMENT

15.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement. For the avoidance of doubt, the Supplier may assign or subcontract any or all of its rights and obligations under this Agreement to a member of its Group, without notice to the Customer. For the purpose of this clause, "Group" means the Supplier, any subsidiary or holding company from time to time of the Supplier, and any subsidiary from time to time of a holding company of that company.

15.2 The Customer shall not be entitled to assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under these T&Cs and/or the Agreement without the prior written consent of the Supplier. Any purported assignment or delegation in violation of this clause shall be null and void. No assignment or delegation relieves Customer of any of its obligations under these T&Cs and/or the Agreement by and between the Customer and Supplier.

16. SEVERABILITY

If any provision of the Agreement is or becomes invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the Agreement shall continue in full force and effect. If any provision of the Agreement is severed under this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. WAIVER

A waiver of any right or remedy is only effective if given in writing. The failure by either Party to enforce at any time or for any period any one or more of the rights or remedies set out in this Agreement shall not be deemed a waiver of such right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18. NOTICES

18.1 Any notice to be given by either Party to the other may be served by email, hand or by pre-paid first-class post to the address of the Party given in the Agreement or such address as either Party may from time to time have communicated to the other in writing.

18.2 Any notice shall be deemed to have been received:

18.2.1 if sent by email, at the time of transmission, or if this falls outside Business Hours, when Business Hours resume ("Business Hours" shall mean 9:00am – 5:00pm on a Working Day);

18.2.2 if delivered by hand, at the time that the notice is left at the proper address;

18.2.3 if sent by pre-paid first-class post, at 9:00am on the second Working Day after posting.

18.3 This clause does not apply to the service of proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. CONFIDENTIALITY

19.1 All confidential information concerning the business, assets, affairs, customers, clients or suppliers of the Supplier (including drawings, diagrams, specifications and other materials furnished by Supplier (relating to the production, formulation and use of Products and the information therein) ("**Confidential Information**") is propriety to Supplier, and the Customer shall not disclose such information except where such Confidential Information (a) was generally available to the Customer from public or published sources, provided publication did not take place in violation of the Agreement or through fault or omission of Customer, (b) was lawfully obtained from a source under no obligation of confidentiality, directly or indirectly, to either the Supplier or the Customer, or (c) was disclosed to the general public with the written approval of the Supplier.

19.2 The Customer may disclose the Confidential Information:

19.2.1 to its personnel who need to know such Confidential Information for the purposes of exercising the Customer's rights or carrying out its obligations under the Agreement. The Customer shall ensure that the personnel to whom it discloses the Confidential Information comply with this clause 19; and

19.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3 In the event Customer's personnel visits Supplier's research or production facility or otherwise receive any proprietary or confidential information from Supplier, said information shall be retained as confidential by Customer and not disclosed to any third party without written prior consent of Supplier. Supplier retains all rights in any invention or improvement, discovery or patent it conceives relating to the Products sold under the Agreement.

19.4. This confidentiality clause shall survive the termination or expiration of these T&Cs..

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

21. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

22. GOVERNING LAW AND JURISIDICIION

The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Turkey and the Parties irrevocably agree that the Turkish courts shall have exclusive jurisdiction to settle any such dispute or claim.

23. COMPLIANCE

The Customer accepts and agrees that in all dealings with the Supplier it will comply with all applicable anti-bribery, anti-money laundering and Sanctions laws (means any economic, financial or trade sanctions, embargoes export controls or other such restrictive measures imposed, by any governmental authority of Turkiye, the United Nations Security Council, the United States (including the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and the U.S. Departments of State and Commerce), the European Union, any authority of any member states of the European Union, the United Kingdom, Switzerland or any other relevant governmental or international authority) and all applicable laws, regulations and international treaties and will not take any action that would cause the Supplier and Customer to be in breach of any laws or risk being classified as a Sanctioned person (means any entity, individual, vessel, aircraft or government that is or becomes designated on a Sanctions list by a Sanctions Authority).

The Customer shall be liable for all damages incurred by the Supplier if the above warranties and obligations are not fulfilled and accepts that the Supplier may terminate the Agreement for just cause and/or take any other action the Supplier deems necessary.

In the event that the payments to be made to the Customer are refused, suspended, frozen or blocked by any bank in the chain due to sanction risks or other compliance-related reasons, the Supplier shall not be responsible in any way for the banks' dispositions or any delays, costs or loss of rights that may result therefrom.