

CONDITIONS OF SALE

Unless there is any prior agreement, Perfektüp's current and valid conditions of sale are applied with regard to order, quality, shipment, and payment. Perfektüp reserves the right to make changes to these rules without making prior notification, unless there is a written contract.

In the event that the orders placed and the requests for changes to the current orders are not made in writing, all the responsibilities belong to the Buyer. Perfektüp, reserves the right not to carry out any process without obtaining the written confirmation first regarding the any subjects that may affect the course of order such as the quantity, the quality conditions, the product specifications, and the artwork.

Deliveries in Istanbul are under the responsibility of Perfektüp, and the products are delivered all the way up to the Buyers storage facilities in Istanbul by Perfektüp. In deliveries outside Istanbul,

Perfektüp's responsibilities and warranty ends upon delivery of the products to the carrier, unless there is any special contractual provision. In case of deliveries outside Istanbul, if there is no special storage agreement, and if the Buyer does not receive the goods, or have them received, within two weeks as of the deadline, Perfektüp reserves the right to ship these products using its own means, and bill the freight and the insurance cost to the Buyer. The deadlines given by Perfektüp cannot be used against Perfektüp for any sanction, unless there is a relevant and written contract provision. The claims regarding the Perfektüp products are limited to the ex works prices of the delivered products.

Prices are exclusive of VAT.

The legal default interest applies to unpaid expired invoices. In case of detection of any faulty product, Perfektüp must be informed of the situation immediately in written and all the tubelated activities, including also filling, must be stopped. The decision and procedures of choosing, disposal and/or reproduction relating to the faulty product is carried out by mutual agreement between Perfektüp and the Buyer. All of the order-related technical details, including also the artwork, and the final quantity must be finalized three weeks before the production date informed by Perfektüp.

It is under the discretionary of Perfektüp accepting or rejecting the changes to be informed after this period, or setting a new production date according to the changes.

The principal mode of transport for delivery is the land and sea vessels that are not express but navigating in accordance to their regular navigation order. Loading takes place until 16:00 o'clock on weekdays.

Unless a special inventory agreement is made, inventory for the products is not kept and partial loading is not made.

Unless there is a special provision in the agreement, the following tolerance table is used for the aluminium tube deliveries:

Order Quantity	Min Tolerance	Max Tolerance
5,000-20,000	%15	%25
20,000-50,000	%10	%15
>50,000	% 5	%10

Unless there is a special provision in the agreement, the following tolerance table is used for laminated tube deliveries:

Order Quantity	Min Tolerance	Max Tolerance
25,000-50,000	%25	%35
50,000-100,000	%15	%25
>100,000	%10	%15

Unless specified particularly in the quotation given by Perfektüp, or if there is no special sales agreement or price list, the prices valid and specified for the aluminium tubes are for 50,000 pieces per variant in one order, and the prices valid and specified for the laminated tubes are for 100,000 pieces per variant in one order. A surcharge is charged for orders that fall below these quantities.

The minimum order quantity for aluminium tubes is 5,000 pieces, and for laminated tubes it is 25,000.

The film, printing plates and molds that are not provided by the Buyer are the property of Perfektüp. They can be delivered to the Buyer in exchange for their current value after one year from the time they enter into Perfektüp's inventory.

In case of rejection agreed by both parties, Aluminium or Laminate tubes will be destructed by Perfektüp the way that the tubes are not re-usable.

Perfektüp will keep all documents and records related to products for 5 years' of time.

The finalizing date for reserved orders is at least 45 days before the reservation date. The reserved orders that do not turn into final order within this period are delayed to a further date according to Perfektüp's production plans. Under these circumstances, the Buyer cannot refer to the first reservation date. The warranty period for tubes produced by Perfektüp is six months from the time of production, provided that they are stored under conditions specified by the European Tube Manufacturers Association (ETMA). Perfektüp reserves the right to reject requests for the return of products after 6 months from their production date.

All documentation such as measurements, sketches, templates, documents, etc. supplied by Perfektüp are solely for informative and guidance purposes, unless they are controlled documents. These and similar kinds of documents do not bind Perfektüp in any legal, technical or commercial context, unless they are controlled copies.

Customers should inform Perfektüp officially in advance, concerning the national and international legal requirements and regulations of the related countries where the tubes will be used.

Unless there is a special sales agreement, these conditions of sale are an integral part of the order form, and confirmation the order, not cancelling it in written form evidences the acceptance of these conditions of sale by the Buyer.

The courts of Istanbul are authorized to settle any disputes that may arise.

Retention of goods: Where payment of the price and delivery of the goods are to be made concurrently according to the terms of the contract, Perfektüp is entitled to deny delivery until the buyer has notified transaction of payment.

The previous provision is also applicable in regard of a delivery, if the buyer is in delay with payment of any invoice which has fallen due.

Retention of Title, Conditional Sale: Goods are delivered under the condition that the buyer fully pays all invoices which have fallen due within the business relationship between the Parties. Property rights on goods delivered by Perfektüp shall pass to the buyer not before payments have been effected.

If the goods have been processed by the buyer, our retention of title shall extend to the new products. If the goods have been processed, combined or mixed by the buyer with goods of others, Perfektüp acquires joint title pro rata to that part of the new products representing the invoiced value of the goods delivered by Perfektüp in relation to the total value of the other goods which have been processed, combined or mixed.

In the event our goods are combined or mixed with goods of the buyer or of any third party, the buyer hereby assigns to Perfektüp his rights with regard to the new products. If the buyer combines or mixes our goods with goods of a third party for payment, the buyer hereby assigns to Perfektüp his right to payment from such third party.

The buyer may, in the ordinary course of his business, resell any goods which are subject to our retention of title or sell the new products. If, upon such sale or resale, the buyer does not receive the full purchase price in advance or upon delivery of such goods or new products, the buyer shall agree with his customer a retention of title arrangement on the same terms as set out herein. The buyer hereby assigns to Perfektüp all his claims arising from such sale or resale and his rights arising from the said retention of title arrangement.

The buyer shall inform all of his customers of this retention clause.

Information: The Buyer shall provide Perfektüp with all information and documents necessary to enforce the claims and rights of Perfektüp, especially names and addresses of his customers, notification of the retention clause to his customers and any other information.