

Terms & Conditions of EasyCore Steel Transformatör Ekipmanları Sanayi Ticaret ve Pazarlama Anonim Şirketi for sales 2024

1. General

- 1.1. The product(s) supplied under these Terms & Conditions by EasyCore to the customer/buyer is (are) hereinafter referred to as the product(s).
- 1.2. Product(s) manufactured and/or rendered by EasyCore shall be provided exclusively in accordance with these Terms & Conditions unless the offer or the specific contract does not contain any written regulations to the contrary.
- 1.3. Any amendments of the contract, these Terms & Conditions, specific warranties, supplementary agreements, or any other documents relating to a particular supply are valid only in written form if duly executed by both parties.
- 1.4. Any information and data contained in general product documentation, price lists, whether in electronic or any other form, are binding to the extent that they are expressly included in the contract by reference.
- 1.5. Unless otherwise agreed in writing between EasyCore and the customer, the place of performance of delivery, services, and payment for both parties shall be EasyCore's domicile in Turkey.

2. Effect of Contract, Severability

- 2.1. The first step towards a supply contract shall always be a formal written request (hereinafter "inquiry") of the customer to EasyCore.
- 2.2. Based on all information contained in the customer's inquiry, EasyCore will submit its written offer for the requested product to the customer. All prices contained in EasyCore's offer shall be net prices, excluding transport, packaging, customs, excise, VAT, insurance, and the like.
- 2.3. Unless otherwise explicitly stated in writing in the offer itself, no offer and/or part thereof shall be and/or become binding on EasyCore upon receipt of a respective order from the customer. Any offer which according to its explicit terms exceptionally shall be binding, shall automatically expire within a time limit of 20 days running from the date of the offer unless accepted by the customer in writing and without alterations, amendments, and reservations.
- 2.4. All orders transmitted by the customer to EasyCore following receipt of EasyCore's offer are always subject to EasyCore's explicit written approval, the so-called order confirmation. A sales contract between EasyCore as the seller and the customer as the buyer shall only be deemed to be validly concluded in case of and upon EasyCore's explicit written approval (order confirmation) to the order.
- 2.5. Regardless of whether reference to these Terms & Conditions is made in the offer, these Terms & Conditions shall always become an integral part of the sales contract entered into between the parties.

2.6. The terms and conditions of the order confirmation shall supersede and prevail over all contradicting terms and conditions either in the customer's inquiry or customer's order.

2.7. If any of the terms and conditions agreed between the parties in the sales contract including these Terms & Conditions or part thereof should prove to be or become invalid, ineffective, and/or unenforceable, the parties will seek to replace such terms with other terms closest in content to the one of the invalid or ineffective clause. All other terms and conditions of the sales contract shall remain in force and effective.

3. Delivery and Payment

3.1. Unless otherwise explicitly agreed between the parties in writing in the sales contract, EasyCore shall sell the products to the customer exclusively on EX WORKS terms. The customer is deemed to know the content of those trade terms.

3.2. EasyCore will inform the customer in writing about the expected delivery time.

3.3. The customer is responsible for taking delivery of the products within a maximum of two working days from the delivery date as notified by EasyCore.

3.4. Products of which delivery is not taken on time by the customer shall be stored by EasyCore at the full and exclusive risk and costs of the customer at a place of EasyCore's choice. EasyCore is not responsible for insuring such goods against any risk, and assumes no liability for any adverse consequences of non-delivery by the customer.

3.5. The customer is responsible for examining the product upon delivery and prior to any transport and/or use of the products to ensure it is in conformity with the sales contract.

3.6. EasyCore will invoice the amount due under the sales contract to the customer at the date of delivery and the invoiced amount shall become due and payable according to the payment terms agreed on, irrespective of whether delivery by the customer is timely taken or not.

3.7. The payment must be made by the customer in full accordance with the payment terms agreed in the sales contract without any deduction, discount, etc. whatsoever. Customer's right to offset, compensate, deduct, or withhold alleged claims against EasyCore's claim for any amount invoiced under the sales contract to the customer is explicitly excluded and deemed to be fully waived by the customer.

3.8. In case the parties keep a current account, any balance drawn of such current account in favor of EasyCore shall become due and payable within a time limit of 8 business days from the date of drawing such a balance unless objected to by the customer in writing prior to the expiry of such time limit.

3.9. In cases where payment against the invoice is agreed between the parties, all invoiced amounts are payable latest within 30 days from the invoice date. Default interest shall be 5% of the invoiced amount.

4. Limited Warranty for Defects

4.1. EasyCore warrants that the goods are free of material and/or manufacturing defects. The warranty does not extend to hidden defects. The warranty period is one year from the delivery of the products.

4.2. After the delivery of the work, the customer shall, within 10 business days, check and examine or have checked and examined the quality of the product and notify EasyCore in writing of defects, if any. The written notice shall contain a detailed description of the defect.

4.3. Failing full and detailed notification within the time limit set above, the customer shall be deemed to have forfeited his right to have the defects remedied by EasyCore under the warranty.

4.4. For third-party products, no warranty is granted. For such products, the respective warranty of the manufacturer shall apply. EasyCore's warranty is limited to defects only becoming manifest under the conditions of operation provided for in the contract and if the product is used for and in line with its specific function and purpose.

4.5. In case of warranty cases, EasyCore is entitled to either repair the defect or to substitute new parts or products for the defective parts or products. The customer's right to rescind the contract or to reduce the purchase price is excluded.

4.6. The warranty excludes damages and/or losses due to transport, ordinary wear and tear, defective maintenance, failure to observe operating and/or assembly instructions, overuse, unsuitable maintenance and/or treatment of any kind, chemical and/or electrolytic effects, defective construction and/or assembly work not carried out by EasyCore, and any other grounds that are not EasyCore's responsibility.

4.7. If the customer requires possible repair works to be performed in its factory, Easycore will provide the spare parts for such repair of the defect. In that case, all displacement or travel costs at the applicable rates for after-sales service shall be at the customer's sole charge. Excluded from the warranty for new products are all parts subject to ordinary wear and tear.

4.8. EasyCore shall only be obliged to correct defects if the customer has complied with all duties imposed on the customer by contract and by law. In particular, the customer shall not have the right to withhold the agreed payments on the grounds of a pending warranty claim.

5. Liability

5.1. EasyCore shall be exclusively liable for delivering the goods in a condition consistent with the contract and for the performance of its warranty obligations. EasyCore's liability in all cases and under all possible circumstances shall be limited to acts of willful or grossly negligent misconduct or behavior.

5.2. EasyCore shall not be liable for consequential and/or indirect damages or losses, such as financial or economic consequences of loss of production, loss of profit, loss of use, loss of

contracts or business, contractual penalties, or for any other consequential and/or indirect losses whatsoever.

5.3. The amount of damages in the contractual currency shall in all cases and under all circumstances be limited to the net invoice value of the products delivered by EasyCore to the customer under the respective contract.

6. Force Majeure

6.1. EasyCore is not liable for a failure to perform any of its obligations if it proves that the failure was due to an impediment beyond its control such as act of god, act of government, war, act of terrorism, strike (whether declared or not), civil commotion, breakdown of energy supply or machinery, natural catastrophe or disaster, etc.

6.2. EasyCore shall, as soon as practicable after the impediment and its effect upon its ability to perform become known, give notice to the customer of such impediment and its effects on its ability to perform. Notice shall also be given when the ground of relief ceases.

6.3. The ground of relief due to force majeure takes effect from the time of impediment or from the time notice is given.

6.4. A ground of relief under this clause relieves EasyCore from damages, penalties, and any other contractual sanction; further, it postpones the time for performance for such a period as may be reasonable, thereby excluding the customer's right, if any, to terminate or rescind the contract.

6.5. If the ground for relief subsists for more than three months from the time of the impediment or from the time notice is given or in general for longer than a reasonable period, either party shall be entitled to terminate the contract in writing with immediate effect.

7. Miscellaneous

7.1. Substantial changes in raw material prices or any substantial increase in foreign exchange rates becoming effective after the contract has been validly concluded between the parties shall entitle EasyCore to renegotiate the originally agreed contract price.

7.2. If the customer unilaterally cancels, terminates, or rescinds the contract prior to EasyCore having started the manufacturing process, the customer shall be deemed to be in breach of contract and shall under all circumstances be and remain obliged to pay and liable for 50% of the net contract price as liquidated damages. If any such termination, rescission, or cancellation of the contract occurs after EasyCore has started the manufacturing process, the customer shall pay and be liable for 100% of the net contract value.

7.3. EasyCore produces and sells the products on an Ex Works (Incoterms 2000) basis. It is also understood that to take out marine or other insurance cover attaching from the time of delivery is exclusively the customer's obligation.

7.4. Unless otherwise agreed in writing between the parties, partial delivery and – the case given – partial shipment are permitted.

8. Governing Law, Place of Jurisdiction

8.1. Any supply contract entered into between the parties shall be exclusively governed by Turkish substantive law.

8.2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to any such supply contract.

8.3. The parties will attempt in good faith to promptly resolve any claim or dispute arising out of or relating to any such supply contract through amicable negotiations. In case of such a claim or dispute, high-ranking representatives of the parties shall meet within the shortest period possible and attempt in good faith to resolve the dispute. Either party may request the other to meet within fifteen (15) days at a mutually agreed-upon time and place.

8.4. All disputes regarding the validity, interpretation, and performance of any supply contract shall be exclusively brought before the competent Courts of Istanbul, Türkiye by both parties. However, EasyCore shall also be entitled to take legal action at the domicile of the customer.