

MESSI DENİZCİLİK VE TİCARET A.Ş

STANDARD TERMS AND CONDITIONS FOR SELL OF GOODS AND/OR SERVICES

1. DEFINITIONS

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

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Purchase Order;

1.2 "Seller" means **MESSI DENİZCİLİK VE TİCARET A.Ş;**

1.3 "Buyer" means the company or person who buys good and/or services from the Seller;

1.4 "Purchase Order" means the standard Buyer document which includes the goods and/or services to be provided by the Seller;

2. GENERAL

2.1 These Terms and Conditions shall apply to all agreements for the supply of goods and/or services by the Seller pursuant to one or more Purchase Order.

2.2 Where it is agreed that the Seller shall supply goods and/or services, the goods and/or services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Conditions.

2.3 The purchase order shall be accepted by the Seller by a formal order confirmation, including correct pricing and firm delivery dates. The order confirmation shall be sent by email to the buyer within 24 hours of the order received unless there is not any conflict with it.

3. PRICE AND PAYMENT

3.1 The price, any taxes, expenses and delivery conditions for the goods and/or services shall be as specified in the Purchase Order.

3.2 An invoice shall be issued by the Seller to the Buyer in accordance with the terms set out in the Purchase Order. The Buyer shall pay for the goods and/or services **on the mentioned date of the credit terms stated in the Purchase Order** unless agreed otherwise in advance. Payment terms will begin from the date of the invoice.

3.4 The delivery time and price shall not be changed unless the manufacturer makes any revision with regard to the manufacturing&delivery time and price.

4. WARRANTY/ INSPECTION OF GOODS

4.1. The Seller ensure proper manufacture according to their technical specifications. The Buyer has to examine the goods supplied after the receipt.

4.2. The Seller shall not assume warranty for the damages attributable to wear and tear, faulty assembling or comissioning by the Buyers' or third parties' unsuitable or improrer use.

4.3. In case of any defects, the Buyer has to notify it in writing within 7 days after the receipt of the goods.

4.4. The goods must be send back to the Seller for further inspection. In case of agreed acceptance, the Seller is obliged to correct the defects on their account and shall bear all transportation costs of the delivery.

4.6. In case the Seller does not reveal any faults, the costs for maintenance, repair and transporation will be on the Buyer's account.

5. DELIVERY/PERFORMANCE PERIOD

5.1. The delivery will be made Ex-works in accordance with the International rules of the Interpretation of Trade Terms (Incoterms) of the International Chamber of Commerce in force at the date of the formation of the agreement.

5.2. The risk attached to the goods will pass to the Buyer at the time that the Seller makes the goods available to the Buyer for delivery.

5.3. The delivery period and/or performance period will be set by the Seller on an approximate basis.

5.4. The delivery period and/or performance period will only commence once agreement has been reached on all commercial and technical details, all necessary data, final and approved drawings under the purchase order.

5.5. a. In the event of circumstances that differ from those that were known to the Seller when it set the delivery period and/or performance period, it may extend the delivery period and /or performance period by such period as it needs to perform the assignment under such circumstances. If the work cannot be incorporated into the Seller's Schedule, it will be performed as soon as the Seller's schedule permits.

b. In the event that any agreement with regard to an addition order by the Buyers, the delivery period and/or performance period will be extended by such period as the Seller needs to supply the goods and parts for such work and to perform the additional order. If the additional order cannot be incorporated into the Seller's Schedule, the work will be performed as soon as the Seller's schedule so permits.

6. LIABILITY

6.1 The parties shall be liable to the other for any loss of profit, loss of use, loss of production, loss of agreements, attorney's fees or for any indirect, consequential or special damages whatsoever that may be suffered by the fault of the other party.

6.2 The total aggregate liability of either party on any claim, whether in agreement tort (including negligence), or otherwise (except by way of indemnity) or for any one act, omission, defect, default or delay arising from or related to the agreement shall never exceed the agreement price.

7. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in relation to his agreement are absolute property of the Seller until the payment of all invoices, claims, including future claims against the Buyer in this business relationship, has been made in full.

8. TERMINATION

8.1. The Seller may terminate this Agreement for a valid reason by providing prior written notice to the Buyer.

8.2. The Buyer may terminate this Agreement for a valid reason by providing prior written notice to the Seller.

8.3. In case there is no valid reason for the termination, the party who wishes to terminate the agreement shall bear all financial loss, such as loss suffered, loss profit and costs incurred etc. that the party have suffered as a result of an invalid termination.

9. CONFIDENTIALITY

The Parties agrees that it shall not disclose to any third party any information, documentation, data (including pricing) or know-how discussed to it by the other party unless prior written consent has been provided.

This clause shall survive the termination and/or completion of this agreement for a period of ten (10) years.

10. FORCE MAJEURE

The Parties shall not be liable for any delay or failure to perform any of its obligations under this Agreement if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood, bird flu' pandemic or industrial disputes, and the Buyer shall be entitled to a reasonable extension of its obligations.

11. ASSIGNMENT

The Parties shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the other party.

12. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

13. NOTICES

Any notice to be given by either party to the other will be served by email, fax or post to the address of the other party given in the Purchase Order.

14. GOVERNING LAW AND JURISDICTION :This Agreement shall be governed by and construed in accordance with the laws of ENGLAND and the parties hereby submit to the exclusive jurisdiction of the ENGLISH Courts.