

General Terms and Conditions of Delivery of Siegwerk Baskı Mürekkepleri San. ve Tic. A.S.

1. Scope of Validity

- 1.1 Unless otherwise agreed in writing, these General Terms and Conditions of Delivery ("Delivery Terms") shall exclusively apply for all deliveries and performances made by Siegwerk Baskı Mürekkepleri Sanayi ve Ticaret Anonim Şirketi ("Siegwerk"). Any general terms and conditions of the recipient of the goods/services ("Purchaser") deviating from these Delivery Terms are non-binding for Siegwerk, even if Siegwerk has not expressly contradicted them or if the Purchaser insists to purchase only under his terms. This shall also apply if Siegwerk has delivered the goods, rendered services or accepted payments without reservation. As a precaution, Siegwerk hereby dissents with conflicting terms of the Purchaser.
- 1.2 These Delivery Terms amend any framework agreements entered into by the Parties. In case deviating terms are individually agreed on, the Delivery Terms shall be applicable subordinated and supplemental.

2. Conclusion of Contract

The offers made by Siegwerk are subject to confirmation. A contract is only concluded with written order confirmation or by Siegwerk's execution of the order.

3. Prices

Siegwerk's prices are quoted ex works. The value added tax (VAT) in the statutory amount valid on the day of invoicing shall be payable additionally.

4. Deliveries, Delivery Dates, Delay in Delivery

- 4.1 Partial deliveries and performances are permitted in a reasonable scope.
- 4.2 The parties are entitled to agree on a date for the delivery; however in the event that Siegwerk exceeds an agreed date of delivery or performance or in the event that Siegwerk does not meet another contractual obligation in time, for the first time the Purchaser shall grant an appropriate period of grace.
- 4.3 If Siegwerk fails to fulfill the performance or delivery despite being granted this period of grace, the Purchaser shall give a written notice demanding performance or delivery in a reasonable period and shall be entitled to rescind the contract or claim damages instead of performance/delivery only if the performance or delivery has not been fulfilled by Siegwerk at the end of the period mentioned in the written notice.

5. Place of Performance/Delivery, Transfer of Risk

The place of performance/delivery as well as the transfer of risk shall be deemed defined in accordance with the Incoterms of the International Chamber of Commerce (Incoterms 2010). If no individual agreement has been reached, the term "ex works" shall apply.

6. Right of Siegwerk for Claiming Products Back

- 6.1 Siegwerk shall be entitled to claim and take the delivered products back in case of nonpayment of the purchase price and/or any of the installments, default in payment of the purchase price and/or any of the installments, impending cessation of payment, dissatisfactory disclosure of insolvency or the financial situation of the Purchaser or in the event of any foreclosure or note protest as well as in the event of opening of insolvency proceedings over the Purchaser's assets; unless the purchase price has been paid in full. In this case, the Purchaser has accepted and undertaken, beforehand, to return the delivered products to Siegwerk, immediately.
- 6.2 In any case, this situation shall not be construed as a rescission or termination of the contract between the Parties, unless Siegwerk has, explicitly, claimed the contrary.
- 6.3 The Purchaser is obliged to diligently store, maintain and repair the products on their own expense and insure them against damage, loss and destruction according to the standards of diligent tradesman, until the purchase price is fully paid. The Purchaser has assigns beforehand any potential insurance claims deriving out of damage, loss or destruction to Siegwerk, who accept the cession.

- 6.4 Siegwerk is entitled to reserve the title of the goods through concluding a Retention of Title Agreement in front of a notary, where they deem necessary.

7. Force Majeure

In the event of Force Majeure or other exceptional and unforeseeable events for which Siegwerk is not responsible (both "Force Majeure"), which make delivery/performance impossible or substantially more difficult, Siegwerk may suspend the delivery/performance, until the Force Majeure event has ceased. Cases of Force Majeure are in particular: shortage of energy or raw materials, strikes in the Party's own or third party site(s), lock-outs, official directives, non-effectuation of deliveries from third parties, operational disturbances and other circumstances that do not lie within the responsibility of one of the Parties. The other Party has to be notified immediately of the Force Majeure event and its expected duration.

8. Invoicing and Payment

- 8.1 The Purchaser is obliged to pay the purchase price net within 30 days after receipt of the invoice.
- 8.2 The Purchaser is entitled to offset its payment obligation only against undisputed or bindingly established claims.
- 8.3 If the Purchaser is in arrears with a payment, all accounts payable by the Purchaser to Siegwerk become due immediately, irrespective of the maturity.

9. Claims for Defects and Liability

- 9.1 The Purchaser is obliged to inspect the delivered goods promptly after receipt, if applicable by means of quick-tests; and to notify Siegwerk about obvious defects immediately after receipt of the goods or latent defects immediately after their discovery. Any complaints, particularly notices of defects, have to be notified to Siegwerk in writing. Where the Purchaser does not submit his claim and notices of defects in time or not in a proper written form, the delivery and performance made by Siegwerk shall be deemed defect-free. If the Purchaser accepts the goods or performance in cognizance of a defect, then he is only entitled to its warranty rights if he has expressly reserved these rights in writing.
- 9.2 As far as the delivered goods or performance have a defect, Siegwerk is entitled, at its sole discretion, to replace or repair the goods. The Purchaser has to give Siegwerk the opportunity to do so within a reasonable period of time. If the replacement or repair fails, the Purchaser is entitled to rescind from the contract or reduce the purchase price. If the value or the usability of the goods or performance is only insubstantially reduced, the Purchaser has only the right for reduction of the purchase price.
- 9.3 Furthermore, the Purchaser is entitled to claim damages and reimbursement of expenses necessary for the purpose of repair and/or replacement pursuant to statutory requirements. In addition, the provisions in sections 9.6 and 9.7 apply to claims for damages and reimbursement of expenses.
- 9.4 The Purchaser is entitled to statutory rights of recourse against Siegwerk as stipulated above. If the Purchaser has made any agreements exceeding the statutory warranty claims with his customers, the Purchaser's right of recourse against Siegwerk does not expand to such extension. This applies to claims for reimbursement of expenses accordingly.
- 9.5 Siegwerk shall not predict the actual intention of the Purchaser, for purchasing the goods; thus Siegwerk shall only be liable from delivering the goods in their standard forms. Siegwerk shall be liable for an indented use or a specific suitability only where explicitly agreed between the Parties. Incidentally, the risk of use and application lies with the Purchaser.
- 9.6 Any claims for damages or reimbursement of expenses that the Purchaser might have against Siegwerk, its legal representatives, employees and agents (together "agents"), irrespective of their legal basis, are only valid in so far as Siegwerk or its agents have acted wilfully or with gross negligence or if the infringed obligation is substantial for meeting the purpose of the contract.
- 9.7 The exclusion or limitation of liability does not apply in cases where Siegwerk is liable for bodily injury or for damages to privately used

property according to the Law Number 4077 on Consumer Production or according to other mandatory regulations.

- 9.8 The Purchaser's rights to claim rectification of a defect, damages or reimbursement for expenses are statute barred according to the statutory provisions.

10. Extraordinary Termination

Notwithstanding any statutory or contractually agreed termination or rescission rights, Siegwerk is entitled to terminate or withdraw from the contract without notice, if composition of insolvency proceedings are initiated in respect of the Purchaser's assets, or if the Purchaser is in material breach of the contract, or if the financial situation of the Purchaser deteriorates considerably, or if unforeseeable incidents not caused by Siegwerk change the basis of the contract considerably.

11. Confidentiality and Advertising

- 11.1 The Purchaser undertakes to treat as confidential any information, knowledge and materials, e. g. technical and other data, measured values, techniques, business experience, business secrets, know-how, compositions and other documentation ("Information") received from Siegwerk or disclosed in any other way by Siegwerk or another company of Siegwerk Group, and shall not disclose such Information to third parties, but use it for the sole purpose of executing the respective contract. The Purchaser undertakes to return all Information delivered to him in a tangible form such as documents, samples, specimens, or the like without undue delay upon Siegwerk's request without retaining any copies or notes. Siegwerk has ownership of and all intellectual property rights to the Information mentioned in section 11.1.
- 11.2 The Purchaser may refer to the business relationship existing with Siegwerk in his informational and advertising materials with Siegwerk's express prior written consent only.

12. Miscellaneous

- 12.1 The Purchaser may only transfer rights or obligations under the contract to third parties upon Siegwerk's prior written consent.
- 12.2 The Purchaser is responsible for the compliance with statutory and administrative provisions regarding the import, transport, storage and use of the goods.
- 12.3 Should any of these provisions be partly or totally invalid, this shall have no effect on the validity of the remaining terms.
- 12.4 Modifications, amendments and/or cancellation of the contract or these Delivery Terms shall be made in writing.

13. Place of Jurisdiction and Applicable Law

- 13.1 All legal relationships between the Parties shall be governed by the laws of the Republic of Turkey without being affected by private international law and excluding the United Nations Convention on Contracts or the International Sale of Goods (CISG).
- 13.2 Exclusive place of jurisdiction shall be the location of the registered office of Siegwerk.

IMPORTANT: These Delivery Terms have been produced in Turkish and English languages. In the event of discrepancy between the two versions, the English version shall prevail.