

Terms and Conditions Coil Partners

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1. DEFINITIONS

1.1 In this document, the following terms shall have the following meanings:

- (a) "Affiliate": any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with a Party, by virtue of a controlling interest of 50 % or more of the voting rights or the capital
(b) "Buyer": the purchasing party ordering Products or Services from Supplier
(c) "Insolvent" means in the case of either party the appointment of, or the application for (or other step taken in relation to) the appointment of, a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into of a scheme of arrangement or composition for the benefit of creditors generally, any reorganization, moratorium or other administration involving its creditors or any class of its creditors, the proposal or passing of a resolution to wind it up (other than a voluntary winding-up as part of a reorganization) or the company becoming unable or being deemed to be unable to pay its debts as and when they fall due
(d) "Intellectual Property (Rights)": all proprietary rights in results created intellectually (by thought) and protected by law, including but not limited to patents, patent applications, utility models, industrial designs, trade names, trademarks, copyrights or other proprietary rights in results created intellectually (by thought) which are protected by confidentiality, including but not limited to know-how and trade secrets
(e) "Party": either Buyer or Supplier
(f) "Products": the items to be delivered by Coil Partners in accordance with the purchase order from the Buyer
(g) "Supplier": the party providing the Products or Services to the Customer in accordance with the Contract
(h) "T&C": Coil Partners' General Terms and Conditions for selling products and services
(i) "VAT": value added tax or any sales tax to be paid by a buyer to a seller or service provider as part of or in addition to the sales price

1.2 Unless otherwise specified in the T&C:

- (a) References to clauses are to clauses of the T&C;
(b) Headings to clauses are for convenience only and do not affect the interpretation of the T&C;
(c) The use of the singular includes the plural and vice versa;
(d) The use of any gender includes all genders
(e) The use of "we" or "us" in these T&C refers to Coil Partners

2. SCOPE

2.1 Unless otherwise set forth in a quotation or agreed to by Coil Partners Bobinaj San. Ve Tic. A.Ş. (Turkey) ("Coil Partners") in writing, the following General Terms and Conditions ("T&C") apply to all sales of Coil Partners' products and services (collectively, "Products").

2.2 By placing an order for Products, you and/or your affiliates (collectively, "Buyer") accept and agree to be bound to these Terms.

2.3 No additional or different provisions in Buyer's purchase order shall be binding upon Coil Partners unless specifically agreed to by Coil Partners in writing. Coil Partners objects to and rejects any additional or different terms or conditions in any form tendered by Buyer, including expressly rejecting any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Coil Partners' failure to object to any provisions or terms from Buyer shall not be a waiver or amendment of any of these T&C.

3. QUOTATIONS.

Coil Partners' quotations are valid for thirty (30) days, unless otherwise stated in the quotation, and may be withdrawn by Coil Partners at any time and for any reason.

4. ORDERS/CHANGE ORDERS.

4.1 All orders are subject to acceptance by Coil Partners. Each accepted order shall constitute a separate legally binding contract between Coil Partners and Buyer.

4.2 Coil Partners' acceptance of an order shall be indicated by (a) written confirmation, (b) fulfillment and shipment of the order, or (c) commencement of any work or procurement of any materials to supply the order.

4.3 In the event that Buyer requests changes to the Specifications ("Change Order") of any Products after Coil Partners has accepted the order, such changes shall become part of the order only upon Coil Partners' acceptance of the Change Order.

4.4 If any Change Order causes an increase in the cost of and/or in the time required for Coil Partners' performance under the Change Order, and/or if the Change Order results in rework or obsolescence charges, (a) Coil Partners shall be compensated for all costs incurred in connection with the Change Order, (b) delivery dates shall be extended, and (c) Prices shall be adjusted to maintain Coil Partners' anticipated profit margin.

5. PRICES, TAXES AND FEES.

5.1 Unless otherwise set forth in a quotation or agreed to by Coil Partners in writing, prices for Products ("Prices") can be subject to change before the orders is accepted if the copper price changes with more than 2%.. Coil Partners will inform Buyer and those orders shall be invoiced at the revised Prices.

5.2 Unless otherwise agreed in writing, the prices set for the sale of Products do not include any other supply or service.

5.3 Unless otherwise agreed in writing, the prices do not include the payment of any additional expenses related to the sale of Products or the supply of Services that are not explicitly mentioned on Coil Partners' quotations, including but not limited to packaging, transportation costs and insurance of the Products.

5.4 Prices don't include taxes, such as sales, use, excise, value-added (VAT) or similar taxes, shipping, insurance while in transit, customs duties, import/export fees, or any other fees related to the sale, use and/or delivery of Products (collectively, "Taxes and Fees").

5.5 Payment of Additional Expenses, Taxes and Fees is the sole responsibility of Buyer.

6. DELIVERY.

6.1 Unless otherwise set forth in a quotation or agreed to by Coil Partners in writing, all Products will be delivered Ex-Works (EXW) Coil Partners' facility (INCOTERMS 2015).

6.2 Coil Partners will make every reasonable effort to fill orders within the stated shipment schedule, but stated delivery dates are approximate only, time is not of the essence, and Coil Partners reserves the right to readjust shipment schedules without liability to Buyer or any third party.

6.3 If shipment for Products is delayed or suspended by Buyer without the prior written consent of Coil Partners, payments shall become due from the date on which Coil Partners was prepared to make delivery and storage shall be at Buyer's sole risk and expense.

7. CREDIT AND PAYMENTS.

7.1 All payments shall be made in the currency and time period noted on the applicable invoice, or if not noted, within thirty (30) days of the invoice date.

7.2 Coil Partners reserves the right to withdraw credit at any time and for any reason.

7.3 Buyer shall have no right to set off for any amounts due or allegedly due from Coil Partners and/or its affiliates to Buyer and/or its affiliates without Coil Partners written agreement.

7.4 Timely payment for all invoices is of the essence. Coil Partners reserves the right to charge Buyer a late penalty of 1.5% per month applied against overdue amounts, or the maximum rate permitted by law.

7.5 If Buyer fails to make payment in accordance with the applicable payment terms, Coil Partners may, without any liability to Buyer, at its option, (a) defer shipments until payment is made in full, (b) cancel all or any part of the unshipped order, and/or (c) setoff and deduct from any credit balance owed to Buyer and/or its affiliates, the amount owed from Buyer.

- 8. PRODUCT RETURNS.**
Products are made to the specification of the Buyer and thus nonreturnable.
- 9. TITLE AND RISK OF LOSS.**
- 9.1 Unless otherwise set forth in a quotation or agreed to by Coil Partners in writing, title to and risk of loss for each Product shall pass from Coil Partners to Buyer upon Coil Partners' tender of the shipment to the initial carrier.
- 9.2 Loss or damage that occurs during shipping shall be Buyer's sole responsibility. Where permitted by law, in the event that Buyer does not make payment in full, Coil Partners reserves the right to reclaim all Products for which payment has not been received.
- 10. CANCELLATION OF ORDERS.**
- 10.1 Coil Partners reserves the right to cancel any order at any time if Buyer becomes insolvent or is in breach of these Terms.
- 10.2 Orders for Products which have been accepted by Coil Partners are non-cancellable by Buyer.
- 10.3 In the event that Coil Partners, in its sole discretion, consents to the cancellation of any order for Products, or cancels any order for Products due to Buyer's insolvency or breach of these Terms, then Buyer shall be liable for the payment of a cancellation charge. Such cancellation charge shall equal all costs and expenses incurred by Coil Partners in its performance under such order up to the date of cancellation, plus Coil Partners' anticipated profit margin.
- 11. DESIGNS, DRAWINGS AND SPECIFICATIONS.**
- 11.1 The Buyer shall be responsible for the completeness and accuracy of any designs, specifications and other data which the Buyer or his employees or agents supply to us and which we use in connection with the Supply, even if we examine, inspect or comment upon them. The Buyer will hold us harmless against any liability to a third party which we may incur as a result of carrying out the Supply in accordance with your instructions or your designs, drawings, specifications or other data.
- 11.2 The Buyer will respect the confidentiality and ownership of any of our copyright, design right or other intellectual property rights in any technical information, know-how, drawings, specifications or other documents disclosed by us under this contract.
- 11.3 All recommendations and advice given without charge, whilst given in good faith and with due care, are given without responsibility on our part.
- 12. TESTING AND NOTIFICATION OF DEFECTS**
Buyer must examine the products delivered within 7 days following receipt for their compliance with the contract and provide immediate notification of any discernible defects; otherwise the products delivered will be deemed to have been approved
- 13. WARRANTY AND LIMITATION OF LIABILITY**
- 13.1 Except to the extent Coil Partners specifies another warranty period in writing, Coil Partners warrants products manufactured by it and sold hereunder to be free from material defect in material and workmanship for a period of Twelve (12) months from date of shipping of the Product
- 13.2 Coil Partners' sole responsibility under this warranty shall be to either repair or replace at Coil Partners' option, any part which fails during the Warranty Period because of a defect in workmanship and material.
- 13.3 If the Purchaser informs Coil Partners of a defect after the Warranty Period has expired, then Coil Partners may offer advice (free of charge) and may offer repair or replacement at Purchaser's expense.
- 13.4 No warranty shall be assumed for damage which has occurred for the following reasons:
- (a) inappropriate or improper use,
 - (b) faulty installation by the buyer or by a third party,
 - (c) faulty or negligent treatment – in particular excessive strain or load
 - (d) use of unsuitable operating materials.
- 13.5 There are no third party beneficiaries of the Warranty granted by Coil Partners herein.
- 13.6 Unless otherwise agreed in writing, Coil Partners maximum liability for direct loss or damage, either under a contract or arising from any act or omission, including negligence, will not exceed the total amount paid by the Buyer under that contract, with a maximum limit of 100.000EUR
- 13.7 Coil Partners will not be liable under any circumstances for any other loss including loss of contracts or loss of profits or loss of production or any indirect or consequential losses
- 13.8 Coil Partners disclaims any responsibility for failure due to defects of material supplied by the Buyer.
- 14. GOVERNMENT CONTRACTS.**
If Buyer sells Products to any government, or to a government prime contractor or subcontractor, Buyer shall be solely and exclusively liable for compliance with all government acquisition statutes and regulations.

- 15. FORCE MAJEURE**
- 15.1 "Event of Force Majeure" means, in relation to either party, an event or circumstance beyond the reasonable control of that party (the "Claiming Party") including, without limitation, strikes, lock-outs and other industrial disputes (in each case, whether or not relating to the Claiming Party's workforce).
- 15.2 The Claiming Party shall not be deemed to be in breach of this agreement or otherwise liable to the other party (the "Non-claiming Party") for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an Event of Force Majeure provided that:
- (a) the Claiming Party could not have avoided the effect of the Event of Force Majeure by taking precautions which, having regard to all matters known to it before the occurrence of the Event of Force Majeure and all relevant factors, it ought reasonably to have taken but did not take; and
 - (b) the Claiming Party has used reasonable endeavours to mitigate the effect of the Event of Force Majeure and to carry out its obligations under this agreement in any other way that is reasonably practicable.
- 15.3 The Claiming Party shall promptly notify the Non-claiming Party of the nature and extent of the circumstances giving rise to the Event of Force Majeure.
- 15.4 If the Event of Force Majeure in question prevails for a continuous period in excess of two months after the date on which it began, the Non-claiming Party may give notice to the Claiming Party terminating this agreement. The notice to terminate must specify the termination date, which must be not less than 20 Business Days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice. Neither party shall have any liability to the other in respect of termination of this agreement due to an Event of Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist including without limitation those under clause
- 16. LEGAL COMPLIANCE**
- 16.1 Buyer shall comply with all applicable laws and regulations that may be in effect during Buyer's purchase, sale and/or use, as applicable, of Products, including without limitation, all restrictions on the sale or other transfer of Products to prohibited parties, countries, end-users, or for a prohibited end-use.
- 16.2 In addition, Buyer shall not directly or indirectly make any offer or promise to improperly influence any agent, government official, political party or candidate for office in order to obtain or retain business or gain inappropriate advantage.
- 17. WAIVER**
- 17.1 A waiver of any term, provision or condition of these T&C shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.
- 17.2 No failure or delay on the part of any party in exercising any right, power or privilege under these T&C shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 17.3 No breach of any provision of these T&C shall be waived or discharged except with the express written consent of the parties
- 18. SEVERABILITY**
- 18.1 If any provision in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, that provision shall be deemed not to form part of this agreement, and the legality, validity or enforceability of the remainder of this agreement shall not be affected.
- 18.2 If such illegal, invalid or unenforceable provision affects the entire nature of this agreement, each party shall use its reasonable best efforts to immediately negotiate in good faith a valid replacement provision
- 19. GOVERNING LAW AND JURISDICTION.**
- 19.1 These T&C (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with Turkish law.
- 19.2 Each of the parties to these T&C irrevocably agrees that the courts of Istanbul shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of Istanbul.