

Sayı :

**1. General:**

General Terms and Conditions stated herein shall be valid for all sales contracts concluded by Seapart Dış Ticaret ve Mümessilik Ltd. Şti. (hereafter referred to as "Seapart") or for those concluded through Seapart's intermediation on behalf and/or in the name of other entities. Unless otherwise agreed between Seapart and the Customer in writing, the Customer, by giving final order, shall be deemed to read, understand and accepted these terms and conditions.

**2. Definitions:**

**2.1. Goods** shall mean any and all kinds of commodities which is sold by Seapart, directly or as an intermediary,

**2.2. Customer** shall mean any person or legal entity who concludes a sales contract with Seapart or with any person or a legal entity on whose behalf Seapart is acting as agent, representative or as any other kind of intermediary,

**2.3. Seller** shall mean Seapart or any other person or legal entity on whose behalf Seapart is acting as agent, representative or as any other kind of intermediary,

**2.4. Manufacturer** shall mean the person or legal entity who manufactured the goods sold to Customers by the Seller.

**3. Inventory Condition and Preparation Period:**

Any information as regards the inventory conditions and preparation periods on the order form, which shall be issued by Seapart, merely constitutes estimation. In view of this estimation, the Customer accepts that Seapart or any other person or legal entity on whose behalf Seapart is acting as agent, representative or any other intermediary, shall not be liable for the non-availability of the Goods in the stocks or any kind of delays in the preparatory period arising from the manufacturing of the Goods, the stages following the production or the delays caused by the suppliers of Seapart. Furthermore, the Customer, who executed the sale contract by the knowledge that delays may occur in the estimated stock condition and delivery period, here acknowledges that no compensation shall be requested from Seapart or from any other person or legal entity on whose behalf Seapart is acting as agent, representative or any other intermediary. In this respect, the Customers are notified to make their planning by taking into account that delays may occur in the manufacturing or delivery of the product.

**4. Payment and Delivery:**

Following the payment of the price of the Goods by the Customer, the delivery process of the Goods shall be initiated by Seapart or any other person or legal entity on whose behalf Seapart is acting as agent, representative or any other intermediary. Seller's bank account records shall be indicative as to whether and when the price is fully paid. All banking charges and expenses for payment are on the account of the Customer.

In credit sales, the Customer is required to provide clear information to Seapart in writing on how and by whom the payment will be effected in order to initiate the delivery process. The delivery process shall be initiated when and if the information on payment given by the Customer is deemed appropriate and accepted by Seapart.

In the sale contracts entered into by the agents of the Owners or by intermediary of the agents, the agent guarantees the payment of the price of the Goods. In this respect, the Seller may request the payment of the price from the Owner or the agent who guarantees the payment of the price of the Goods.

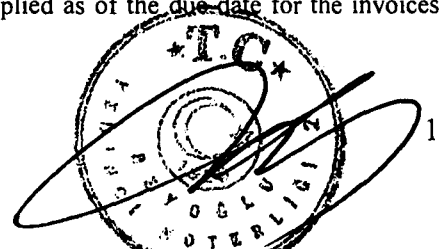
**5. The Currency:**

The payments shall be made in the currency indicated in the order confirmation sent by Seapart, regardless of the currency of the invoice amount. The exchange rates in the country of the creditor company shall be taken into account on the payment date.

**6. Interest Rate for Delay in Payment:**

In case the Customer delays in paying the price of the Goods, 4% monthly interest shall be applied as of the due date for the invoices issued in Turkish Liras and 2% monthly interest rate shall be applied as of the due date for the invoices issued in other currencies.

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#### 7. Transportation and Insurance:

All sale contracts executed by Seapart are FOB sales (Including packaging and handling, excluding transport and transport insurance). Seapart is not engaged in transportation business. In case it is requested by the Customer, Seapart may organize the transportation of the goods and the transportation insurance against remuneration which is to be added to the Goods' invoice. However, it is agreed that the organization of the transportation and insurance by Seapart upon the request of the Customers do not affect the Customer's obligations arising from the sale contract and the responsibility for risks of transportation remains on the Customer. The obligations and debts arising from contract of carriage and the contract of insurance will be paid by the Customer.

#### 8. Right of Retention of Seapart

In case the payment terms of the sale contract are not complied with, the Seller shall have the right to retain the Goods which are to be dispatched to the Customer or its affiliates until the payment condition is satisfied by the Customer. Furthermore, the Seller reserves the right to claim all damages arising from delay in payment.

#### 9. Guarantee

- a) Guarantee period and standard terms of the manufacturer are valid for the original components.
- b) In case a manufacturing defect or incompliance is detected on the non-original materials, it shall be replaced with a new one by Seapart free of charge. In order to benefit from the mentioned guarantee, the material to be replaced must not have been used and the situation must be reported to Seapart in writing latest within 3 months as of the date of invoice. The return of the Goods and the delivery of the new one shall be effected in the manner which Seapart deems appropriate.

In the returns to be made according to the foregoing 9a and 9b, the address which the product is to be returned shall be notified to the Customer by Seapart. It is required that the return process shall be completed and the material shall be returned to the address notified by Seapart at the latest within one month as of the date of the confirmation of return by Seapart. When it is ascertained that the material is free of damage and unused, it will be replaced by a new one without charge.

#### 10. Terms of After Sales Service:

In the complete system or electronic device sales, unless otherwise is expressly agreed by Seapart, the after sale services including the installation, annual maintenance and technical services within guarantee or out of guarantee shall be given by the manufacturer of the goods or its technical service agencies. Seapart shall have no responsibility in respect of the mentioned services. In this respect, the Customer shall not be entitled to apply to Seapart for these services.

#### 11. Cancellation of the Order

It may be agreed after the execution of the sale contract provided that 20% of the total price and expenses –if already incurred- (i.e. packaging, transportation) are immediately paid by the Customer.

The cancellation of the order after the delivery of the goods may be agreed only if there is a negligence of the Seller relating to the goods. The return of the defective goods shall be made in the manner which is deemed fit and confirmed in writing by Seapart.

In partial returns, the initial transportation expenses shall be paid by the Customer. In no case the customs and agency expenses are paid by the Seller.

#### 12. Applicable Law and Jurisdiction

The disputes arising from these general conditions and the sale contracts subject to these conditions shall be settled before Istanbul Courts according to the Turkish Law.

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