

## TERMS OF SALE

### **1. Acceptance:**

All terms and conditions of sale stated below are deemed to have been read, understood/negotiated, and fully accepted by the customer placing the order.

The goods and products stated in our offer are deemed to have been accepted and confirmed as orders as of the date of receipt of the deposit.

It will be valid provided that it will be written, signed, and agreed by EFES Çocuk Oyun Ekipmanları San. Ve Tic. Ltd. Şti. (hereinafter referred to as EFES), otherwise, EFES will not accept different or additional conditions. These terms and conditions are exclusive and substitute all other terms and conditions in the buyer's order or elsewhere and apply to all orders accepted by EFES and all prices placed unless specified otherwise in the order confirmation.

EFES is not responsible for typesetting errors or misspellings made in the price offer, order, or EFES publications.

### **2. Payment:**

The payment will be made as follows: A confirmation deposit will be paid at the rate of 50% over the total value of all items stated in the offer. EFES will notify the Buyer of the time stipulated on the offer, and the balance will be paid before the goods are loaded. Payment will be made in the currency specified in the order form, by wire transfer or credit card. Efes may refuse to produce goods if the buyer does not perform the said operations within a reasonable amount of time (7 days).

Pricing: VAT is excluded from the prices unless stated otherwise. If on-site assembly is requested for products, the Buyer is responsible for the transportation, accommodation, and similar expenses of the assembly team.

For domestic sales, foreign exchange-based prices are converted to Turkish Lira with the CBRT rate on the invoice date.

### **3. Loading:**

The goods will be loaded from EFES facilities as Ex-works. Upon the delivery of the order or part of it to the shipper by EFES, the entire risk of loss passes to the Buyer. If the Buyer does not specify a preferred loading method, EFES will

determine the loading method at its sole discretion. EFES receives services from major well-known shippers, shipping services, and freight forwarders for foreign orders. All charges and expenses related to loading, including insurance, customs expenses, customs duties, and taxes, etc. will be the sole responsibility of the Buyer. Unless the Buyer requests other arrangements and pays all loading costs to EFES in advance, EFES will conduct the loading in a way that the freight will be paid at the place of arrival. Unless otherwise stated, loading procedures will not be insured, and EFES does not accept any liability for the valuation of the loading unless requested by the Buyer. EFES may do partial loading for any order in order to ensure that the ordered goods are shipped as soon as possible; however, partial loading will not be made unless a complete payment is made to EFES for the entire order. Final payments for all orders must be made to the EFES's account at least 48 hours before the estimated loading date that is listed on the order. All orders must be paid 48 hours before the agreed loading date, otherwise, orders will be subject to resale, storage fees, cancellation fees, or deposit loss. Goods that are kept in the storage of EFES for more than 30 days after the delivery date are subject to a daily storage and service fee, even if the price is fully paid.

#### **4. Delivery:**

The delivery date is foreseen by EFES based on the receipt of the deposit, current and expected factory load, and the time of the loading of the order and is not an implied guarantee. EFES will not be liable for damages or delays caused by reasons beyond its control and not arising from its own error or negligence, including but not limited to force majeure, government coup, fire, flood, pandemic, quarantine restrictions, strike, shipping embargo, or delay and extreme weather conditions.

#### **5. Assembly:**

The products supplied by Efes are assembled at the Buyer's site in two ways, and it is specified in the offer form;

a) If the Buyer assembles the products;

After the delivery of the products subject to the sales contract, their assembly is the responsibility of the customer and EFES does not accept any legal and criminal liability that may arise accordingly. The buyer accepts to be responsible for the damages, losses, and defects that may occur during the assembly or later on the goods subject to sale. In assembly works, the Buyer is obliged to take all kinds of security measures related to Labor Law, Occupational Safety and Health Regulation, Occupational Health and Safety in Construction Works and fulfill all obligations imposed by the law without exception.

b) If Efes assembles the products;

In assembly works, Efes is obliged to take all kinds of security measures related to Labor Law, Occupational Safety and Health Regulation, Occupational Health and Safety in Construction Works and fulfill all obligations imposed by the law without exception. Provided that it proves having taken all safety measures related to Labor Law, Occupational Safety and Health Regulation, Occupational Health and Safety in Construction Works and showing all kinds of necessary care and fulfilling all obligations, EFES does not accept any liability for damages that may arise outside the current conditions according to the strict liability principles of the Turkish Code of Obligations no. 6098. In cases where the buyer does not take/fulfill the necessary measures with carelessness/recklessness, Efes has no legal and criminal liability.

## **6. Limited Guarantee:**

EFES provides the Buyer with a limited repair and replacement guarantee and accepts and guarantees that only the products in the following category will be suitable and sellable to use without defects in the workmanship and materials for the periods and product types stated below:

a.) This guarantee does not cover wear and tear due to excessive use. During the repair inspection, if the product is found to be damaged by misuse or overloading by the user, the affected areas will not be covered by our normal guarantee. EFES is not obliged to lend products during the repair of a guaranteed product.

b.) Parts and components ordered from EFES: Thirty (30) days from the date of loading to the buyer.

c.) EFES does not guarantee other equipment (not manufactured by EFES or its supplier PİE Reklam ve Tanıtım Ürünleri San ve Tic); however, upon the request of the Buyer and to the legal and contractual extent, it will allocate all guarantees offered by the manufacturer or the supplier of the Other Equipment.

d.) A product with a different color from the one shown in EFES's catalog will not be considered as defective, and no guarantee will be given about the color. All Buyer requests related to the guarantee and replacement processes are subject to the prior approval of EFES. All requests regarding guarantee works are subject to product inspection to be made at EFES's production facility in Bursa.

e.) The Buyer must send the products to EFES only with shippers designated by EFES on its own account. The Buyer is responsible for return loading, packaging, protecting, and guaranteeing the product. EFES will not cover the arrival or departure shipment damage caused by improper packaging.

f.) Normal wear and tear will not render EFES's limited guarantee invalid; however, misuse, improper handling or storage, improper repair, improper maintenance, and service or accidental, poor, or negligent operations will render EFES's guarantee invalid.

g.) This guarantee will not cover tears or punctures in the product caused by use, handling, and storing at different times; these are the responsibility of the Buyer.

h.) When the returned product is evaluated within the first 120 days after delivery and found to be defective and the guarantee of the product is still valid, EFES will bear the loading cost of the repaired or replaced product to the Buyer and compensate for the cost of loading related to the guarantee to the Buyer; otherwise, the entire cost of loading will only be borne by the Buyer. EFES will not cover the cost of international loading under any circumstances.

i.) Guarantee requests must be made to EFES in writing (via e-mail, fax); no application should be made to the direct sales office or personnel. Receipt and arrangement of the request will be notified by EFES guarantee/quality department directly to the contact information on the request form.

j.) In the event of price and features revision, Efes will send these to the Buyer's mail address written in the contract, and the Buyer will be deemed to have agreed to the changes if no negative or positive response is given within a 7-day legal period. Efes does not accept any responsibility/is not bound by any error or deficiency that may appear in the catalog and website.

### **7. Inspection:**

The Buyer will check the product(s) immediately after delivery and notify EFES in writing of the claim's justifications, including any breach of guarantee, within fifteen (15) days after this justification date. If the Buyer does not make a written request notification during the inspection period, it will be deemed that the claims on the defective products have been given up, and the right to reject the products has been waived and it will be considered strict proof that the product(s) have been delivered to the Buyer without any error.

### **8. Liability**

The conditions in article 6 are EFES's own liability and whether the merchantability and compliance guarantee and said purposes and conditions have been stated here or not, it does not accept other measures and guarantees expressed clearly or implicitly including all other guarantees caused by use or the processes and customs of trade. EFES also does not accept liability to the Buyer or any other person for goods or value loss or damages, or personal injuries that may be caused by improper use, negligence/recklessness or accident, wrong use or modification, repair, improper setting by unauthorized people.

### **9. Limitation of Liability:**

Notwithstanding the restrictions and exceptions in articles 8 and 9, if EFES is found responsible for damages in any and all cases, EFES will not be responsible for the amounts paid by the buyer, including but not limited to the buyer and the customers of the buyer, to a person or an institution for the products and exceeding the amount confirmed by this order confirmation. EFES is not responsible for penalties, delays, special damages, losses, or expenses arising from the use or non-use of goods under Buyer's responsibility and caused by the order confirmation.

### **10. Tolerances:**

All dimensions specified in catalogs or elsewhere for products sold by EFES are approximate values, and they are within industry tolerances.

#### **11. Patents:**

EFES does not guarantee that products will be shipped independently from the justified request of a third party through violation or a similar way. If EFES detects that the manufacture, use, or sale of the goods cause any patent violation, it reserves the right to discontinue the manufacture and/or loading of the product without any liability to the Buyer.

#### **12. Modifications:**

If the buyer requests changes in the specification, amount, or delivery conditions, prices can be adjusted. All paragraphs of this Order Confirmation will apply to goods to which such changes may apply, and unless they are included in a letter signed by EFES and it is clearly stated that said conditions have been modified or the nature of said modification is clearly stated, any change in the conditions and terms will not be binding for EFES. Unless EFES and the Buyer mutually agree on a proper change order price and a new loading date, this order cannot be changed within two (2) weeks prior to the loading date foreseen.

#### **13. Withdrawal and Return Condition**

As per the legal legislation, the Buyer may withdraw the order given to Efes within 14 days before the date of shipment on the condition that a written notice is given in advance. However, this withdrawal statement/request **in no way covers the products custom-made by Efes for the Buyer and,**

after the Buyer sends the withdrawal/refund request to Efes, Efes has the right to offset the expenses stated below and to demand them from the Buyer when necessary. The Buyer already declares to accept these matters.

**a.)** The price of the shipped and unpaid products consists of;

- b.)** The cost of components and materials that can be appropriately allocated for unshipped goods and purchased to use when producing those goods; actual cost made by EFES including but not limited to these,
- c.)** Profits of EFES and reasonable general expenses,
- d.)** The cost of engineering services, prototypes, tests, mold system, and similar items produced for the Buyer,
- e.)** And the sum of reasonable expenses made by EFES for the realization and settlement of the collection.

EFES will not accept the return of custom parts, including banners, custom designs, and colors ordered upon request, as the buyer's order was custom made. The parties have negotiated and agreed on these issues.

#### **14. Returns:**

A stocking fee of thirty-five percent (35%) of the price of the returned product(s) will be paid by the Buyer for each product purchased from EFES and returned for reasons not connected with the guarantee claim. EFES will not accept the return of custom parts including banners, custom designs, and colors that are ordered upon request.

#### **15. Taxes:**

All expenses are subject to state and local tax, if any, which are required at the point of delivery. The Buyer shall pay such taxes placed on this order and all penalties and interest, if any, in connection.

#### **16. Applicable Provisions:**

Rights and obligations arising from this contract with EFES will be determined according to the Commercial Code applicable in Turkey without applying the United Nations Charter (for foreign loads) related to the legal rules or the Product Sales Contract. They will be determined according to the Commercial Code and the articles of the other applicable law.

#### **17. Use and Compensation:**

The Buyer is solely responsible for meeting the obligations imposed by the law for the use of products and other equipment and within the conditions specified in Article 5 of the contract. The Buyer is exclusively responsible for markings, labels, and warnings intended for customers or other users of products and equipment, and user warnings and restrictions (e.g. weight, height, age, medical condition limitations) to guarantee the safety of users. The Buyer accepts to prevent EFES from damages that arise due to or related to the use of products and goods stated here or the violation of the conditions in this Order Confirmation and from complaints and attitudes of third parties, including but not limited to the customers of the Buyer or the users of the products and goods sold to the Buyer and defend and indemnify EFES in such cases. In case EFES needs to file a lawsuit in order to fulfill this condition, the Buyer will pay the legal expenses/costs/litigation expenses/attorney fees that may occur.

#### **18. Integration:**

There are no express or implied expressions, guarantees, or conditions other than those contained herein, and no agreement or waiver guarantee parties will be binding unless signed by the Buyer and approved by EFES. This Order Confirmation contains all promises, guarantees, terms, and conditions between the parties and substitutes any verbal or implied promises, commitments, and previously concluded agreements.

#### **19. Copyright:**

All logos, product names, trademarks, artwork, literature, photographs, and designs used to sell the Seller's products, including EFES products, are registered, and the Seller has the privilege and license to use them. Their unauthorized reproduction constitutes copyright infringement and is punishable by law.

#### **20. Applicable Law:**

Jurisdiction and Venue: In the event of a legal dispute between the parties related to the order or the product loaded for the Buyer under the provisions of this agreement, the laws of the Republic of Turkey and Bursa Courts and

Enforcement Offices are authorized for the lawsuit. The parties already accept and declare the jurisdiction and venue.

THE RIGHT TO CHANGE PRICES AND FEATURES WITHOUT PRIOR NOTICE IS RESERVED. ALL SIZES SHOWN ARE NOT ACTUAL BUT NOMINAL SIZES. EFES DOES NOT TAKE RESPONSIBILITY FOR ANY ERROR OR DEFICIENCY THAT MAY APPEAR IN THE CATALOG OR WEBSITE.

This document replaces all existing documents published and written by the "Seller" in the sales literature, mailings, or website.

This document/contract consists of twenty (20) articles and replaces all existing documents published and written by the "SELLER" in the sales literature, e-mail, or website.

BUYER:

SELLER: