

## TERMS AND CONDITIONS OF SALE

### DEFINITIONS:

**Product:** Processed glass which is subject to the sales (Tempered Monolithic Glass, Laminated Security Glass, Insulating Glass Units)

**Customer:** The purchaser of the goods.

**Company:** Alcam Sanayi ve Ticaret Ltd. Şti, the manufacturing company of the subject goods.

### Applications:

The Company shall sell, and the Buyer shall purchase the Goods subject to these terms and conditions which constitutes the entire agreement between the parties and all other terms, conditions, and warranties whatsoever are excluded. This contract shall come into existence when the Buyer's written order is accepted and acknowledged by the Company.

### PRICING AND PAYMENT:

1. The unit prices given in the offer are valid for the specified combination and quantity. Prices will be updated when there are changes in product features or quantities.
2. Liability for payment for the Goods will pass immediately to the Buyer on manufacture. Any additional process and labor requested by the Customer at any time between the glass cutting and the time it is packed and stored in the warehouse is invoiced to the Customer. (Dimension change, combination change, unpacking due to packaging plan change, repackaging, etc.)
3. Unless otherwise stated in writing by the company, any price offer is valid for only 10 days from the date of submission and increases in raw materials within this period are reflected in the price.
4. The price is given according to the given dimensions or, if the dimensions couldn't be given, according to the cutting optimization scrap rate which is already specified in the offer. When the final order dimensions are given, the increase or decrease in the scrap rate is reflected in the price.
5. The price will be updated when the form of payment, delivery, and packaging changes.
6. Payment must be made in the specified currency. Otherwise, the conversion is performed at the TCMB (CBRT) selling rate of the day before.
7. The company reserves the right to charge for exceptional delivery requests.
8. Pricing is given on a single delivery address unless previously notified by the customer. The additional fee determined by the shipping company for the delivery to different locations notified later is borne by the Customer.
9. After the offer, if there is information notified by the Customer that will change the details and shape of the boxing, the price will be revised.
10. The customer must make the payment in such a way that the invoice amount is fully transferred to the Company's account. All bank and money transfer expenses made through Proforma belong to the customer. The exact amount invoiced must be credited to the company accounts.
11. To ensure account reconciliation, the entire invoiced amount must be transferred to the Company's account. For this, the Customer must pay to cover all bank and transfer costs.

#### **IF PAYMENT IS NOT MADE OR THE PRODUCT IS NOT DELIVERED:**

12. If the Customer fails to make the payment on time, then, without prejudice to other legal remedies available to it, the Company may Cancel the Contract or suspend the delivery of the product to the Customer until the required payment is received.
13. The Firm reserves the right to notify the Customer that payment of the outstanding amount is required at any time before the delivery of the products, and the Firm has the right to stop the delivery until the payment is made.
14. Additional costs due to delay in payment belong to the customer. (Transport cancellation, crane cost, operational costs, etc.)
15. In prepaid orders, if the Customer delays the notification of the size and combination details of the order, the balance will be recalculated for changes in raw material prices over 5%.
16. If the ordered goods cannot be sent on the due date due to non-payment, and if they are in stock, after 2 weeks, 50 €/m2 stock cost is invoiced per day, according to the area covered in the stock area.

#### **SITUATIONS SUBJECT TO SPECIAL PRICING:**

17. After the offer is made for enamel painted product orders, the price difference is also reflected in special color requests.
18. Partially enameled products are priced as full surface enameled.
19. Patterned enamel paint offers are given assuming 1 mold will be used. After the net size and numbers are determined, additional molds are added to the price if necessary.
20. A 20% increase is applied to the unit prices of glasses with an area of less than 0.4 m2 or larger than 7 m2.
21. The areas of glasses with shapes other than rectangular are calculated on the dimensions completed into the rectangle and a 20% increase is applied to the unit prices.
22. Glass quantities under 1 m2 are priced to be completed to 1 m2 in your venetian blind double-glazed orders.

#### **TECHNICAL SPECIFICATIONS AND QUALITY**

23. The company uses the metric system and dimensions are expressed in mm.
24. Unless otherwise stated, the Company accepts the requested insulating glass units as Type A (EN 1279-1).
25. The suitability for use of the configuration used in the order must be provided and confirmed by the customer.
26. The customer must give the order dimensions in written and digital form.
27. In projects that need technical drawings, the Customer should submit the drawings in .dwg format.
28. The customer should notify if there are non-standard dimensional and visual quality expectations on the surface and edges of the product, depending on the use of the product. Unless this notification is made at the order stage, the Company only performs its controls according to the relevant Norms.
29. Unless otherwise stated, production is made according to European standards and quality control is carried out according to the methods and acceptance criteria

specified in these standards:

TS EN 572-8 (Basic soda lime silicate glass products – Part 8:Supplied and final cut sizes)

TS EN 1279 (Insulating glass units),

TS EN 12150 (Thermally toughened soda lime silicate safety glass),

TS EN 1863 (Heat strengthened soda lime silicate glass),

TS EN 14179 (Heat soaked thermally toughened soda lime silicate safety glass),

TS EN 13022 (Structural sealant glazing),

TS EN ISO 12543 (Laminated glass and laminated safety glass),

ISO 11485 (Curved glass),

TS EN 16477-1 (Painted glass for internal use).

30. For glasses that are found to be defective when checked according to EN Norms, only free of charge replacement is made or Credit Note is given. The Company is not responsible for the customer's other expenditure or loss (assembly, crane, disassembly, scaffolding, etc.). The Customer must act in accordance with the "Safety, Handling, Storing and Assembly Instructions" given in the annex of this contract and available on [www.alcam.com.tr](http://www.alcam.com.tr) during storage, internal transportation, and assembly. The Company is not responsible for the malfunctions that may occur if the information and warnings written in this instruction are not acted upon.
31. Unless it is stated that the project is a continuation, the raw materials in stock are used. In this case, the Company cannot be held responsible for the color tone differences that may occur in the glasses.
32. Unless STAMP DETAIL is given on tempered glasses, the Alcam logo is printed according to the Alcam rules, which meets the requirements of the relevant EN norm.
33. Enamel-painted glasses are produced to cover the closed-backed light-proof areas. If the backside of the products is open and receives sunlight during intended use, it must be specified by the Customer before the order or offer.
34. Color tone and gloss differences may occur in enamel painted glasses. This is not a manufacturing defect, but a painting process result. When there are tone differences, it is evaluated and decided according to the EN 16477-1 Standard.
35. If necessary, the customer should report H (height) and L (width) according to the assembly situation. This is necessary to know which dimension to hold constant if the temper direction and extra edge work are required.
36. If there is an altitude difference between the Company and the place notified by the Customer for delivery, or if the glasses will be exposed to pressure difference while being transported, the Customer should specify whether the pressure balancing hole will be opened or not. The altitude of the Company is 100m.
37. The Customer is responsible for the compatibility of materials that they supply to the Company such as spacers, frames, Georgian bars.
38. If a special spacer bar (U profile) is to be used on shaped and curved glasses, the customer must deliver the laths cut and bent in appropriate sizes.
39. Unless otherwise stated, the outer insulation material is used as polyurethane. The Company is not responsible for the problems that occur because of using polyurethane in projects where the use of polyurethane is not appropriate. When the outer insulation material is Silicone, the filling depth is 6mm.
40. Edge deletion is applied to some soft coated glass used in insulating glass units. Color difference and linear traces may occur after the edge deletion process.
41. For stepped glasses, silicone plastered glasses, shaped glasses and enamel painted glasses, the Customer must indicate the direction of view in the technical drawing.

42. All materials, including silicone, used in assembly must be compatible with the materials used by the Company in production. It is Buyer's responsibility to ensure and test this compatibility. For this reason, the Customer may request the Technical Data Sheets (TDS) of the auxiliary materials to be used in the production from the Company. (Si, PU, PVB, Butyl, etc)

## **PACKAGING AND DELIVERY**

43. Standard Company procedures are applied unless details are given on labeling and information on the packaging. (Alcam Label, Alcam Packing List, etc.)
44. Unless the packaging detail (packaging plan) is given by the Customer, the crate is prepared as mix-box (to ensure optimum box quantity. Unless a special request is made on packaging, the Company decides on the choice of wooden crates or metal pallets, considering the healthy shipment of the glasses and pricing is made accordingly.
45. The return of metal frames used for shipping purposes belongs to the customer. Frames that are not returned will be invoiced to the customer. Frame price is 250 €.
46. INCOTERM rules for the mode of transportation specified in the Proforma Invoice apply.
47. In case of any damaged or defective product delivery, the Customer should fill in the "Claim Report" given in the annex of this specification and available on the [www.alcam.com.tr](http://www.alcam.com.tr) website and submit the complaint to the Company with photographic and, if necessary, video support.
48. The customer should provide information about their unload capability so that they will not have any problem while receiving the products. (Max height and weight for pallets/crates, and min spacing between pallet feet, etc.)

## **WARRANTIES**

49. The company gives a 10-year warranty for Insulating Glass Units. Warranty Certificate is given as an annex to the Contract.
50. The warranty is valid if the "Safety, Handling, Storing and Assembly Instructions" are followed which is given in the annex of this contract and available on the website [www.alcam.com.tr](http://www.alcam.com.tr)

## **FORCE MAJEURE**

51. If the supply of the Goods by the Company is prevented, hindered, delayed or rendered uneconomical by reason of circumstances or events beyond the Company's reasonable control including but not limited to Act of God, restrictions, restraint or interference by any Government or governmental or official body or any legislation rules or orders they may make, riot, strike, lockout, trade dispute or labor disturbance, accident, breakdown of plant or machinery, fire, flood, severe weather conditions, difficulty or increased expense in obtaining labor, materials or transport, or other circumstances affecting the supply of the Goods or of raw materials therefor by the Company's normal source of supply or the manufacture of the Goods or the means of delivery, the

Company shall be under no liability to the Buyer and shall have the right to cancel or suspend the whole or any part of the Company's unfulfilled obligations and in the event of any such cancellation or suspension to treat the terms of this contract as having been modified accordingly by mutual consent.

#### **RESOLUTION OF DISPUTES**

- 52. This contract is subject to Turkish Law.
- 53. Istanbul Anatolian Courts and enforcement offices are authorized to resolve any disputes that may arise from the implementation of this contract and its annexes.
- 54. The mediation shall be administered in accordance with the then current Commercial Mediation Rules of Turkey. It has been accepted by the parties that in the disputes between the parties, a mediator application should be made primarily in the jurisdiction of the Istanbul Anatolian Courthouse.

#### **TRANSFER AND ASSIGNMENT PROHIBITION**

- 55. The parties cannot transfer or assign any of their rights and obligations arising from this Agreement to third parties, in whole or in part, without the prior written consent of each other.

#### **CHANGES AND CANCELLATIONS**

- 56. Even if one of the articles in this agreement becomes partially or completely unenforceable and invalid, this does not affect the validity of the other articles.
- 57. Any of the articles in this contract can be changed or canceled with the written agreement of the Customer and the Company.

#### **CONFIDENTIALITY AGREEMENT**

- 58. All kinds of information and documents belonging to each other that the parties will know during or after the transactions to be made regarding this Agreement will be considered as "Confidential Information" including but not limited to lists of member merchants included in the system, which are available in verbal, written or magnetic media or in any way communicated to the other party, on any commercial, intellectual, industrial, financial, technical or similar subjects, all kinds of information, programs, software codes, documents, products and services, and all kinds of magnetic stripes, documents, manuals, specifications, flow charts, analysis documents, program lists, data files and all kinds of information and documents of the other party regarding products and services that are in effect or have not yet been announced to the public.
- 59. The parties agree that; (i) independently developed by themselves, (ii) within their own knowledge, obtained from a third party that is not subject to any obligation of confidentiality in terms of such information, (iii) is in the public domain without any fault, and (iv) information that must be disclosed pursuant to applicable law, regulation

or a court order, administrative order are excluded from the scope of "Confidential Information".

60. The parties agree, declare, and undertake to take security measures for the protection of confidential information and not to disclose, reproduce or copy them in any way to third parties or institutions other than the authorities authorized by law, without the written consent of the other party. The Parties may disclose Confidential Information to their own personnel, under their sole responsibility, only if it is required to be known for the performance of the work subject to this Agreement. If the personnel violate this confidentiality obligation, the related party is responsible for all damages.
61. In the event that the parties are transferred to third parties and institutions, changed in kind, liquidated or merged with other companies within the framework of legal legislation, the information transferred by the parties will not be used in any way without the written consent of the transferring party. Even if the technical work to be done by the parties ends, the parties are responsible for maintaining the confidentiality of any information transmitted to them indefinitely.
62. The party undertakes to ensure that the Customer and PERSONNEL that it has assigned, regarding the business of the enterprise, keep confidential, not disclose, or disclose the information obtained by any means whatsoever, data, technical, commercial, and financial information, and all trade secrets, including but not limited to even during the continuation and termination of this contract. The subject of this agreement undertakes to keep all confidential information and documents strictly private and confidential, to regard this as a confidentiality obligation and to ensure the continuation of confidentiality. It also accepts and undertakes to take all measures and to show due diligence to prevent Confidential Information or Documents from entering or being disclosed to the public domain, duplication of this confidential document or information by any means, disclosure in a way that third real and/or legal persons can learn. In case of breach of this obligation, the Customer accepts and undertakes to pay the Company for all the damage that has arisen or will arise, without the need for any further action, upon the notification of the notice to be sent by the Company to the customer after learning of the breach.
63. During the contract period and even after the termination of the contract, the customer cannot share any information he/she has learned/acquired about the Company with anyone else unless there is a written consent. No information/image/record of the company can be shared without written approval. Otherwise, all the damage suffered or to be incurred by the Company will be demanded from the Customer.
64. The customer cannot give or share information about the location of the Company, the operation of its business or its system.
65. The parties undertake to process any personal data obtained within the scope of the Agreement in accordance with the Law on the Protection of Personal Data No. 6698 and the relevant legislation, and not to share them with third parties or institutions other than the authorities authorized by law, without the consent of the person concerned.
66. The Customer accept that while processing any personal data it has acquired regarding the other Party and/or its employees within the scope of the contract, the Customer will act in accordance with the LAW ON THE PROTECTION OF PERSONAL DATA NO.

6698, they can only be obtained by their authorized personnel, limited to the purpose and scope of the service received, and only for use for this purpose, and can be processed under a time limit.

**On behalf of the Company:**

**On behalf of the Customer:**

**Approval**

**Approval**