Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş

Burkhardt Leitner Modular Spaces GMBH

**General Terms of Delivery** (herein after referred as to “**General Terms**”)

All offers, agreements and deliveries shall be subject to the General Terms. Any conflicting terms and/or claims, conditions of customers which we do not expressly confirm in writing shall not be binding for Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH , even if Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH does not expressly object to them in individual cases.

Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH offers shall be without obligation; any associated documents including but not limited to technique painting, material and process information, know-how (technical information), inventions, information, samples, prototypes and other information that contains technical and industrial characteristics, the intellectual property rights of which are protected or formal applications have already been submitted to protect the same, technology developments, progresses, research and development studies, instructions, regulations, any information concerning trade and licensing and all kinds of correspondence, documents and records, illustrations, drawings, weights and dimensions shall only be deemed to be approximations unless they have been expressly declared to be binding by Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH. Any supplementary agreements and alterations shall only become effective after written confirmation of Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH.

Prices shall be deemed to be ex-works, exclusive of packaging and subject to the addition of value-added tax at the respective statutory rate. Our prices are as a general principle subject to change unless they have been explicitly agreed as fixed prices. They shall be calculated at the list prices valid on the date of the delivery. If the customer should fall into arrears with the payment of an invoice, an appropriate extension period shall be set, and if the payment is not received within this period the customer shall also be obliged to pay all invoices which are not yet due. Bills of exchange and checks shall only be accepted as conditional payment and after prior agreement. Any and all kind of expenses arising out of or in connection with the General Terms shall be borne by the customer and/or business customer.

Delivery periods shall only be approximate. The delivery period shall begin as soon as all details of the execution have been clarified and both parties are in agreement on all terms and conditions of the transaction; it shall be deemed to have been complied with if the goods have left the warehouse or, in the event of forwarding arrangements, readiness for dispatch has been notified by the end of the delivery period. The proviso of correct availability of supplies and raw materials in good time is reserved. The delivery period shall be extended as appropriate in the event of any hindrance which we are unable to avoid even by exercising reasonable care, especially operational breakdowns, interruption of the energy supply, force majeure, hindrance by state authorities, strike and lockout. This shall also apply if such hindrances occur during a delay in delivery and lead to delays by our sub-suppliers. In important cases, Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH shall inform the customer of the start and end of such hindrances as soon as possible.

An extension of the delivery period shall also apply if details and documents from the customer or declarations by third parties, especially public authorities, which are necessary for the execution are not received in time. The customer shall not be entitled to refuse partial deliveries. Adherence to the delivery period is conditional on the fulfillment of the contractual obligations of the customer. The customer shall be responsible and liable to ensure that any work by third parties (e.g. installations or the supply of parts) which is necessary for the completion of our performance (e.g. a stand at a trade fair) is carried out in good time and correctly. If Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH declare their agreement with subsequent alterations desired by the customer (which we are not obliged to do), we shall be entitled to fix a reasonable new delivery date. If dispatch is delayed at the customer's wish, the customer shall be charged as from one month after the notification of readiness for dispatch for the costs arising for the storage, such charge to be at least 0.5% of the invoice amount for each month unless the customer proves that costs did not arise or did not arise for this amount. After we have set a reasonable deadline and this deadline has passed without any result, we shall also be entitled to dispose of the object of delivery in other ways or to make delivery to the customer with an appropriately extended delivery period.

Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH, including but not limited to its employees, agents, officers and directors, shall not be liable in any way whatsoever, whether as a result of a claim or action in contract or tort or otherwise for any indirect, special, consequential or punitive damages, or for any lost profits or lost business revenue, lost business, failure to realize expected savings, or other commercial or economic loss of any kind whatsoever, or for any damages, direct or indirect, special or consequential, arising out of any claim against the customer by any person whether or not such damages are foreseeable.

Any complaints due to incomplete or incorrect deliveries or obvious defects shall be notified to Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH in writing without delay, at the latest 8 days after receipt or assembly, otherwise the delivery or performance shall be deemed to have been accepted. Any other defects shall be notified to us in writing without delay. Acceptance of trade fair stands shall be carried out by the customer immediately after the completion of assembly; if obvious defects are not notified immediately, any warranty is excluded. At the end of 12 months after the transfer of risk or completion of assembly, or for trade fair stands after dismantling has begun, all warranty claims are excluded. This period shall be 24 months if we deliver for a private consumer. Our warranty shall initially comprise only the obligation to supply replacements or undertake repairs free of charge, at our discretion, for defective parts. For any major third-party products, our warranty shall initially be restricted to the assignment of the warranty claims which we have against our supplier. If we allow a reasonable extension period set for us by the customer to expire without supplying a replacement or repairing the defect, or if the subsequent performance by us or our supplier should fail, the customer shall be entitled to reduce the price or revoke the contract at his discretion.

If the goods are forwarded to the customer at his request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer – even in the event of partial deliveries – when the goods are handed over to our delivery agent, or at the latest when the goods leave our works or warehouse, irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs. If the goods are ready for forwarding and dispatch or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the customer with the notice of readiness for forwarding. However, if we deliver to a private consumer, the risk shall in any event only pass to him when the goods are delivered to him. Transport damage must be notified to the delivering party (post office, haulage contractor, railway etc.) immediately on delivery. The selection of the transport route or means of transport shall, in the absence of any instructions, be carried out at our discretion without any warranty for the cheapest or fastest transportation. Forwarding charges shall be borne by the customer.

The customer acknowledges that all technology, designs, processes, methods, techniques, engineering, patents, trademarks, copyrights and all other intellectual know-how patents, utility models, registered designs, financial or intangible rights due to works (copyrights), know-how, trade secrets, trademarks or rights under the Turkish and German Law on intellectual or artistic works related to performance of the work under the scope of this General Terms documents and materials supplied under the scope of these General Terms (hereinafter referred to as “Intellectual Property”) and all Intellectual Property rights, registered or not, shall remain with Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH . In case of any claims or lawsuits filed for infringement of Intellectual Property rights, the customer shall indemnify all losses or damages against all liability and expenses, including attorneys’ fees.

The goods supplied shall remain our property until all of our outstanding payments under the business relationship have been paid in full, including future payments, on whatever legal grounds they may have arisen. The customer shall be entitled to resell, alter or process our goods within the framework of the proper conduct of his business. If the customer processes our goods or combines them with any other object, he irrevocably agrees with us in advance that we shall acquire a fractional co-ownership of the new object which arises from the processing of the combined goods in proportion to the value (sale price) of the goods supplied by Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH, which the customer shall store on our behalf free of charge. In the event of the resale of goods which are subject to our ownership or co-ownership, the purchaser irrevocably assigns to us in advance the amounts and subsidiary rights receivable from his customer up to the amount we are owed for the delivery of the goods; however, the customer shall be entitled to collect such amounts as long as he fulfils his obligations to us and does not fall into financial collapse. If our security rights should be claimed or jeopardized by any third party, the customer shall notify Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş and Burkhardt Leitner Modular Spaces GMBH without delay. The costs of all measures to preserve or secure our property shall be borne by the customer.

This Agreement shall be governed and interpreted by the laws of the Republic of Turkey and Republic of Germany. Any and all disputes, controversies and claims arising out of or relating to the respective rights or obligations of the Parties and their respective permitted successors and permitted assignees under this Agreement, or with respect to the construction or interpretation of this Agreement, shall first be discussed between the Parties for a period of thirty (30) days in an attempt to resolve such disputes amicably. If the Parties are unable to resolve the dispute within such thirty (30) day period, then the dispute or controversy shall be referred to and finally resolved by the İstanbul and Stuttgart Central Courts and enforcement offices.

Burkhardt Leitner Mekan Çözümleri San. Ve Tic. A.Ş

Burkhardt Leitner Modular Spaces GMBH