

SİLGAN ÖNTAŞ AMBALAJ GENERAL TERMS OF SALE AND DELIVERY

- 1. Scope:** Unless stated otherwise in writing, these General Terms of Sale and Delivery (“**Terms**”) shall be applied to all product sales and commercial relationship between the Buyer and Silgan Öntaş Ambalaj Sanayi ve Ticaret A.Ş. (“**Silgan**” or “**us**”).
- 2. Price Offers:** Price offers and the Buyer’s own contracts shall not be binding for us, unless such offers and contracts are approved in writing by us.
- 3. Acceptance of Orders:** The orders placed by the Buyer shall become binding upon Silgan’s written approval.
- 4. Delivery:** Place and period of delivery shall be determined mutually by the parties. The shipment period shall begin with the acceptance of the order and continue until the products are taken out of our facilities/storage at the end of the shipment period or the fact that the products are ready for shipment is notified to the Buyer. The Buyer shall not reject partial shipment in reasonable cases.

Delivery of printed and/or customized products and orders, which are ready for loading, shall be made within six months following the acceptance of the order at the latest.

We hereby reserve our right to deliver the ordered products with excess or deficiency up to 5% due to reasons arising from production conditions.

In case the Buyer fails to fulfill its obligation to take delivery of the products at the delivery date, Silgan shall have the right to store such products, provided that all the risk and expenses relating thereto shall be borne by the Buyer. In addition, the additional expenses that are required to be made by Silgan due to the storage of such products shall also be invoiced by Silgan and the Buyer shall be liable to pay the said amounts.

- 5. Price and Payment Terms:** Unless agreed otherwise in writing by the parties, the prices stated in the price list of Silgan, which is applicable on the date on which the Buyer placed its order, shall be valid.

After the Buyer takes delivery of the invoice relating to the sale of products, it shall pay the invoice amount to the bank account stated in the invoice, within the period stated in the invoice. In case the said amount is not paid within the stated period, the default interest stated in the relevant invoice shall be charged for such amounts.

- 6. Liability:** In cases where the production is based on drawings, specifications, samples etc. submitted by the Buyer, the Buyer shall be liable for suitability of the application. The Buyer is liable to comply with all relevant legislation with respect to use of our products. We shall not be liable for any false application or practice, improper use or misuse, wear and tear, damages arising from false or careless actions of the Buyer or third persons

or results of any false modification and alteration work performed by the Buyer or third persons.

We do not undertake any liability with respect to damages arising from any negligence and/or fault regarding general process conditions, such as direct or indirect use, storage of our products, or any discrepancy or negligence and/or fault which may occur between the processes used currently.

In case the products wrongfully defined and/or rejected by the Buyer or the defected products are processed or scrapped without our approval, such products shall be deemed to have been commercially approved and accepted by the Buyer.

Indemnification of indirect damages is excluded from the scope. Therefore, we shall not be liable for any indirect damages, including indirect defects, loss of profit, financial loss, which are not directly related to the dispatched products. The exemption from liabilities shall also be applicable for our employees, representatives and assistants.

Other containers including pallets and accessories – except for waste packages shall be sent back to our storage in a good condition within 3 months at the latest. In case the said period is ended, the price for costs shall be recorded by us as debt to the account of the Buyer.

- 7. Force Majeure:** In case of events which occur beyond Silgan’s control, such as acts of God, war, mobilization, fire etc. and the decisions made by the government, Silgan shall not be held liable for non-performance of its obligations towards the Buyer. In such event, the delivery period shall be extended for the period, during which the Force Majeure event continues.
- 8. Trademarks:** The Buyer shall not use Silgan trademarks or copyrights in relation to the products manufactured by the Buyer, without Silgan’s prior written consent.
- 9. Jurisdiction and Applicable Law:** These Terms are subject to Turkish Law. İzmir Central Courts and Execution Offices shall be authorized to settle any dispute arising from implementation and interpretation of these Terms.
- 10. Stamp Tax:** In case any stamp tax arises from these Terms or the orders placed by the Buyer, such amount shall be paid by the Buyer.