

APERAM PASLANMAZ ÇELİK SANAYİ VE TİCARET A.Ş.

EXPORT GENERAL SALES CONTRACT

The following articles apply in the absence of a separate written agreement between Aperam Paslanmaz Çelik San. ve Tic. A.Ş. and the customer.

1-PAYMENT AND APPROVAL TERMS

- a) Our offer is valid until 17:30 on the day it is made.
- b) Our sales are made in Euros or Dollars.
- c) A monthly delay interest of 2.5% in Euros/Dollars applies to overdue payments.
- d) Aperam has preferential right for orders which are not received by the customer on time and may cancel the order or realize delivery over the renegotiated prices upon its own discretion.

2-DELIVERY AND STORAGE TERMS

- a) No material is delivered to customers who lack the necessary licences and legal obligations.
- b) Unless otherwise agreed, goods are delivered from our Gebze plant as ex-works.
- c) Unless otherwise agreed, insurance procedures and expenses regarding the transfer of materials are on the customer, and insurance is in the interest of the customer.
- d) Risks, which may arise if the customer stores the materials under wrong conditions, belong to the customer.
- e) No invoice/cost can be reflected to Aperam Paslanmaz Çelik San. Ve Tic.A.S when materials are late for shipment.
- f) The customer can cancel his/her delayed order only if Aperam Paslanmaz Çelik San. ve Tic. A.Ş. did not initiate any process on the ordered material.
- g) Aperam Paslanmaz Çelik San. ve Tic. A.Ş. is not obliged to dispatch the entire material order at once. The entire amount can be made ready for shipment on different dates in unavoidable situations.

3-COMPLAINT ASSESSMENT TERMS

- a) Unless specifically stated otherwise, all measurement tolerances for 1st class materials will be in accordance with the "normal" tolerances stipulated in the standard EN ISO 9445-1 : 2010 and EN ISO 9445-2:2010
- b) Materials to be supplied will be in accordance with the standards EN 10088.2-2:2014
- c) Customers are obliged to inform Aperam Paslanmaz Çelik San. ve Tic. A.Ş. of their desired material standards other than the standards EN ISO 9445-1:2010 and EN 10088-2:2014 at the ordering stage, and they are also obliged to follow the approval / rejection status of their requests.
- d) No return is accepted in 2nd class materials.
- e) Unless otherwise stated, amount tolerance for all the ordered materials is +/- 10%.
- f) Unless otherwise stated by the customer, packaging procedure will be carried out in accordance with the standard Aperam Paslanmaz Çelik San. ve Tic. A.Ş. principles.
- g) Surface guarantee is given to only one side of the material.
- h) If at least 97% of the dispatched roll amount is in accordance with the above-mentioned standards in roll orders and 99% of the order amount is in accordance with the above-mentioned standards in plate orders, then it is deemed that the entire roll is dispatched in accordance with the standards.
- i) Risks that may arise due to the processing of materials belong to the customer, and complaints concerning the completely processed materials are not assessed.
- j) If the material defect is visible at the top of the lot (roll or plate), the customer can process up to 10 percent of the material in order to assess the defect. If there is more than one roll, the same procedure can be carried out for each roll.

- j) The customer is obliged to present all the details such as the delivery date, quality, dimension, bobbin/lot number, and package weight of the materials that he/she complains about, and to submit all the quantity details of the complaint materials.
- k) The customer must submit a complete report as to which part or parts of the roll/plate (bottom, top, middle part, corners, etc.) are defective, as well as an exact description of the defect that he/she complains about.
- l) In addition to the above articles, in order for a complaint to be assessed it is a must to share a sample, photo, and - if requested by Aperam Paslanmaz Çelik San. ve Tic. A.Ş. - a video, all of which will be depicting the defect.
- m) Aperam Paslanmaz Çelik San. ve Tic. A.Ş. holds the right to examine the complaint material at the customer's own plant on a day suitable for the customer.
- n) The cost that Aperam Paslanmaz Çelik San. ve Tic. A.Ş. will cover in potential quality problems is only limited to the cost of the good and does not include other costs (workmanship, other raw product and material costs etc.).
- o) Complaints about the materials delivered over 6 months ago are not assessed.
- p) No material is returned without a mutual written agreement.
- r) If Aperam Paslanmaz Çelik San. ve Tic. A.Ş. finds a complaint justified, it either replaces the relevant material or pays the cost of the material.
- s) If a customer is found right about his/her complaint about a material and thus asked to issue a return invoice for that material, our company takes that material back from the customer's plant by returning the amount that the customer paid for the material.
- t.) Force Major : Seller's manufacture, shipment and delivery of Goods hereunder shall be subject to, and Seller shall not be liable for, any delay in or impairment of performance resulting in whole or in part from any war (whether or not declared), strike, labour conflict, accident, fire, flood, Acts of God, delay in transportation, shortage of materials, equipment breakdowns, mill conditions, laws, regulations, orders or acts of any governmental agency or body, or any cause beyond the reasonable control of Seller, or rendering performance by Seller impracticable due to the occurrence of a contingency the non-occurrence of which was a basic assumption on which this Order Confirmation was issued. In any such event, Seller shall be entitled to such additional time to perform as may be reasonably necessary, and shall have the right to apportion its production among its customers in such manner as it may deem equitable. This provision shall apply, mutatis mutandis, to Customer. The occurrence of any such event of force majeure shall be notified in writing to the other party within 3 days of the occurrence of any such event.
- u) Aperam Paslanmaz Çelik San ve Tic A.S may cease the shipment of the remaining lots in case of materials which are subject to complaint.
- u) Settlement of disputes between the parties is subject to the laws of Turkey and courts and execution offices of İstanbul are competent.

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