STANDARD TERMS AND CONDITIONS

In line with our transparency policy as Klinger Turkey, our general terms and conditions and warranty conditions are given below. These Standard Terms and Conditions shall apply to all deliveries and orders unless otherwise agreed and confirmed in writing by KLINGER Turkey. Buyer agrees to these Terms and Conditions unless otherwise stated in writing at the time of the Purchase Order.

1. PARTY:

Klinger Turkey Esnek Bağlantı Elemanları Tic. San. A.Ş.

Shortly referred to as Klinger Turkey (Manufacturer)

Address: İstanbul Endüstri ve Ticaret Serbest Bölgesi Orhanlı Mevkii 6. Sok. No:111/6 Parsel, 34957 Tuzla/İstanbul

E-Mail: info@klingerturkey.com

2. GENERAL TERMS And CONDITIONS

2.1. Unless otherwise agreed in writing, Klinger and the other parties hereby agree that in the event of disputes, only the conditions set out in this text shall apply. In case of gaps in other texts, the conditions in this text shall apply.

2.2. Definitions

In these terms and conditions: -

a. “goods” means the goods (including any installments of the goods or any part of them) to be supplied by Klinger Turkey to the Purchaser
b. “the Purchaser” means the person buying the goods; and
c. “the Sellers” means Klinger Turkey.
d. “Manufacturer” means Klinger Turkey
e. “Governing Law” means Turkish Law
f. “Products” This term refers to any kind of metal products manufactured in our factory, including pipes, gas pipes, steel plates, etc.
g. “Warranty: This term refers to the guarantee provided by our company to the customer regarding the quality and performance of our products or services for a specified period. The warranty period is one year unless otherwise stated.
h. “Liability” This term refers to the legal responsibility or obligation of our company for any damages, losses, or injuries caused by our products or services. Klinger turkey responsibility: It ends as soon as the product leaves the factory.
i. “Force Majeure” This term refers to unforeseeable circumstances or events beyond our control that may affect our ability to fulfill our contractual obligations, such as natural disasters, wars, or government actions. Force majeure also applies if it is unilaterally declared by Klinger turkey and published on its website.

3. ORDER PLACEMENT and ACCEPTANCE

3.1. The Buyer may place orders for products or services by submitting a purchase order through our designated channels, including our website, email, or directly contacting our sales representatives. However, all orders are subject to written agreement by the Supplier. Purchase orders must include the product specifications, quantities, delivery location, and any other relevant details required by the Supplier for order processing.

3.2. Order Confirmation: Upon receipt of a purchase order, the Supplier will acknowledge the order and provide confirmation to the Buyer within a reasonable timeframe. Order confirmation may be communicated via email, fax, or any other mutually agreed-upon method. The order confirmation may specify the details of the order, including product specifications, quantities, prices, delivery dates, and any applicable terms and conditions.

3.3. The Supplier will accept purchase orders only under specific conditions and if deemed profitable. Acceptance of a purchase order is subject to the following conditions: product availability, production capacity, and alignment with the terms and conditions of sale. The Supplier reserves the right to reject any purchase order that does not meet these conditions or is not deemed profitable. Acceptance of a purchase order shall be deemed complete upon issuance of an order confirmation to the Buyer.

3.4. The Supplier's liability for the products shall cease upon the completion of loading the goods onto the carrier at the factory premises for shipment to the Buyer. From this point forward, the Supplier shall not be liable for any damages, losses, injuries, or claims arising from the use, handling, or transportation of the products by any party, including but not limited to carriers, contractors, or end-users. The Buyer assumes all responsibility and liability for the products upon their departure from the factory premises.

3.5. All communications regarding order placement, acceptance, modifications, cancellations, and order fulfillment shall be conducted in writing and may be transmitted via email, fax, or other electronic means, as agreed upon by both parties. Unless otherwise agreed, all orders and details provided by the customer must be submitted in writing to ensure clarity and accuracy.

4. PRICING

The pricing of products or services is subject to individual orders and may vary based on factors including, but not limited to, time of order, product specifications, destination country, quality standards, and order quantity. As such, prices will be determined on a case-by-case basis and may not be fixed or predetermined. The Supplier reserves the right to adjust prices accordingly to reflect changes in these factors.

5. GENERAL TERMS

5.1. Orders for first time commercial transactions are binding if KLINGER has a written order confirmation and the down payment has been paid to Klinger Turkey.

5.2. Prices quoted are net prices and ex works (EXW) unless otherwise stated. The prices doesn't include any tax.

5.3. The obligations of KLINGER Turkey include only those stated in the order confirmation and quotation. Order changes are only valid with the written approval of Klinger Turkey. Adding a new order does not remove the buyer's obligations regarding the old order.

5.4. In case of change of order, other expenses including labour cost and consumables shall be charged to the buyer. In case of order reduction, the previous order price remains valid without discount.

5.5. All drawings and technical documents relating to the Product or its manufacture made available by KLINGER Turkey to Buyer before or after order confirmation or contract shall remain the property of KLINGER Turkey. Drawings, technical documents or other technical information received by Buyer may not be used for any purpose other than the purpose for which they were provided without the written authorization of KLINGER Turkey. They may not be used in any other way or copied, reproduced, transmitted or communicated to a third party without the written authorization of KLINGER Turkey. Klinger Turkey trademark may not be used in websites or references without permission.

5.6. Offers for orders are valid for 7 days unless otherwise stated in writing.

5.7. Unless otherwise notified, the currency agreed and to be used is the Euro.

5.8. Despite receiving 3 written offers, it is essential that companies that do not order products are not offered again. Otherwise it can be decided by Klinger Turkey**.**

5.9. KLINGER Turkey reserves the right to make changes to its products without notice, provided that such changes do not have a negative impact on the purchased product. This shall also apply to products already ordered.

6. PAYMENT

6.1. If the Purchaser fails to make payment by the stipulated date, KLINGER Turkey shall be entitled to interest from the day payment is due. The interest rate shall be default interest.

6.2. If the Buyer does not request or receive shipment of the goods, KLINGER Turkey shall be entitled to store and insure the goods at the Buyer's expense. KLINGER Turkey shall be entitled to ship the goods without further notice to the Buyer. The costs of storage and insurance shall be determined by KLINGER Turkey and shall be invoiced to the Purchaser in addition to the weekly operating fee of not less than 20%. In the event that the Purchaser fails to take delivery of the goods, KLINGER Turkey shall be entitled to collect the storage and insurance costs from the Purchaser immediately. KLINGER Turkey may invoice the Buyer for the operating costs and expenses arising from the non-delivery of the goods, as well as for the delay difference and the deprived commercial profit. Whether or not the goods have been shipped, KLINGER Turkey may subject any invoices and claims for costs to enforcement proceedings.

6.3. If it has been agreed that the purchasing price is to be paid in installments, KLINGER Turkey shall be entitled to consider the purchasing price as due for payment if any installment is not paid by the due date. In the event of partial deliveries, each shall be payable on delivery, and if payment for any delivery has not been made by the due date, KLINGER Turkey shall be entitled to withhold further deliveries without thereby forfeiting the right to demand the completion of the transaction.

6.4. All money transfer or other financial costs will be paid by Purchaser.

6.5. KLINGER Turkey reserves the right to charge additional fees for documents, approvals and certificates requested after the Purchase Order has been submitted, unless otherwise agreed in writing.

7. DELIVERY

7.1. Any agreed trade terms shall be construed in accordance with INCOTERMS in force at the formation of the contract. If no trade term is specifically agreed, the delivery shall be Ex works (EXW). If, in the case of delivery Ex works, KLINGER Turkey, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier. Partial shipments shall be permitted unless otherwise agreed.

7.2. While the Product is handed over to the first carrier or delivered to customer Klinger Turkey has no liability against buyer or third company.

7.3. Unless otherwise agreed, delivery will be made according to KLINGER Turkey's instructions. In cases where the delivery date has been agreed, delivery up to two week before or two week after the specified delivery date shall in every respect be considered punctual delivery.

7.4. KLINGER Turkey may request a postponement of the delivery date in cases where the Purchaser requests a change in the order, in case of force majeure, justified reasons, factory reasons or in cases where work on the shipment must be stopped or delayed due to official or Purchaser requirements.

7.5. If the Purchaser requests special packaging after Purchase Order is sent, or if KLINGER Turkey considers special packaging necessary to protect the consignment, such packaging may be charged to the Purchaser. No return of packaging is accepted.

8. WARRANTY

8.1. KLINGER Turkey's liability is limited to manufacturing and design defects occurring within a period of one year from the date of manufacture. If the use of the product exceeds the notified number of times or if work/change/repair/modification is carried out on the product without the written approval of KLINGER Turkey, if the place, facility or conditions where the product is used change, KLINGER Turkey cannot be held responsible for any defect or deficiency and KLINGER Turkey's warranty is void.

8.2. As stated above; Within the period specified above, KLINGER Turkey undertakes to remedy all defects in the goods delivered by repair or redelivery at the discretion of KLINGER Turkey. The obligation of KLINGER Turkey to remedy defects or shortcomings is conditional on the presentation of proof by the Purchaser that the delivered equipment suffers from defects or shortcomings, including documentation that the equipment has been stored, assembled, installed, put into operation and maintained correctly in accordance with the operation and installation instructions provided by KLINGER Turkey. If no such instructions are provided, Purchaser will ask KLINGER Turkey to supply them.

8.3. In case of any malfunction claim: The Buyer must confirm with KLINGER Turkey or a team directed by KLINGER Turkey that the delivered equipment has been used in accordance with the operating and installation instructions provided by KLINGER Turkey.

8.4. KLINGER Turkey's liability shall cease immediately if components not manufactured by KLINGER Turkey or not approved by KLINGER Turkey are used with the goods delivered by KLINGER Turkey. Furthermore, the liability does not apply to the consequences of improper and/or incorrect use of the delivered goods, including deviations from the agreed specifications. The obligation also ceases if the user of the goods is not qualified to use them.

8.5. Obligations of KLINGER Turkey apply only to materials from KLINGER Turkey, in so far as same are directly related to the remedying of defects and shortcomings. It doesn't cover third parties or and buyers damages. KLINGER Turkey's scope covers alone delivery ex works.
All other costs related to any defect: including transport, compensation for waiting time, subsistence or accommodation costs, and the costs of exposing or gaining access to defective parts, will not be billed to KLINGER Turkey.

KLINGER Turkey assumes no further liability for the equipment delivered, unless it is accepted by Klinger themself; the Purchaser cannot cancel the purchase, demand any proportional price reduction or compensation or withhold the purchasing price in whole or in part.

8.6. KLINGER Turkey is responsible for the capacity and other factors of the delivered goods, provided that the following conditions are fully met.

Klinger Turkey is only responsible for ensuring that it is adequate and/or suitable to meet the requirements of the Purchaser to the extent that KLINGER Turkey has contributed to the planning of the project in question and to the extent that KLINGER Turkey has notified it in writing.

8.7. Klinger Turkey is not responsible for the whole of the buyer's product, but only for the parts it produces. If there is no written notification, Klinger Turkey is liable to the extent that Klinger Turkey has contributed to the planning of the project in question and to the extent that it has notified in writing.

8.8. The following matters must be further documented by the Buyer:
The accuracy of the complaint, that the climatic conditions have been fulfilled, that the environmental conditions are fully satisfactory and approved by KLINGER Turkey, that the technical drawings and operating instructions have been complied with.

8.9. If any defect in design, material or construction of any part manufactured by KLINGER Turkey is proven, and the purchaser can document that the defect in question is not a result of ordinary wear, poor maintenance, incorrect system operation or improper handling, KLINGER Turkey shall, within normal working hours, carry out any repairs or renovation to the extent deemed necessary by KLINGER Turkey.

8.10. Parts manufactured by third parties which form part of the goods or services provided by KLINGER Turkey shall be subject up to the same guarantee as is issued by the subcontractors or subsuppliers in question, unless they are used in wrong conditions by buyer.

8.11. Purchaser shall not be entitled to compensation for damage to products or other equipment supplied by KLINGER Turkey, nor to compensation for consequential loss, loss of profits, losses due to late delivery or the like.

8.12. KLINGER Turkey shall not be obliged to cover expenses incurred by the Purchaser in connection with the discovery of defects in or the repair of equipment supplied unless KLINGER Turkey has specifically and written agreed to do so.

8.13. Any Complaints must be submitted in writing without undue delay after the discovery of the shortcoming. Returned goods will only be accepted by prior written agreement.

8.14. The buyer is obliged to inspect the goods on receipt. It cannot claim a situation that it did not report during the inspection later or by its own fault of use.

8.15. Unless otherwise recorded by the parties; the buyer accepts that the products received are complete and defect-free.

8.16. Klinger Turkey Guarantee Limits:
- Products are covered by a 1-year warranty; however, the warranty period cannot exceed 1000 cycles in EJMA unless otherwise stated.
- Klinger Turkey undertakes a 5-year supply and support guarantee for spare parts, substitute models or similar and repairs of the products for a fee.

8.17. The warranty does not cover the following cases:
(1) Using our product under any condition not covered by our defined scope of warranty.
(2) Failure to observe our defined precautions or instructions regarding the construction, installation, handling, maintenance, or servicing of our product.
(3) Any inconvenience caused by any product other than ours.
(4) Remodeling or otherwise modifying our product by anyone other than us.
(5) Using any part of our product for anything other than the intended use of the product.
(6) Any abnormality that occurs due to a natural disaster, accident, or other incident not stemming from something inside our product.

The obligation of Klinger Turkey under this warranty is limited to making a replacement part available or the repair of the defective part, and does not include the furnishing of any labour involved or connected therewith, such as that required to diagnose trouble or to remove or install any such product, nor does it include responsibility for any transportation expenses or any damages or losses incurred in transportation in connection therewith.

9. LIABILITY

9.1. KLINGER Turkey shall only be liable for personal injury if it can be proved that the injury has been caused by the fault or omission of KLINGER Turkey or other persons in the service of KLINGER Turkey. Limit of liability is up to Klinger Turkey's insurance limit. Compensation for personal injury can never exceed the compensation rate current in Turkish law at any time, nor the sum specified by KLINGER Turkey's product liability policy.

9.2. The Purchaser shall indemnify and hold KLINGER Turkey harmless to the extent that KLINGER Turkey incurs liability towards
- The Purchaser shall indemnify and hold KLINGER Turkey harmless to the extent that KLINGER Turkey incurs liability towards any third party in respect of any damage for which KLINGER Turkey is not liable towards the Purchaser according to paragraph 9.2.a) and 9.2.b) of this Clause. KLINGER Turkey shall not be liable for loss or damage caused by the goods

9.2. a) to any (movable or immovable) property where the damage occurs while the goods are in Purchaser's possession, or

9.2. b) to products manufactured by the Purchaser or to products of which the Purchaser's products form a part or for loss or damage to any property, where the damage is caused by these products because of properties in the goods.

9.3. KLINGER Turkey shall under no circumstances be liable for loss of production, loss of profit or any other consequential economic loss.

If a claim for loss or damage as described in this Clause is raised by a third party against either party to the contract, the latter shall forthwith notify the other party thereof.

There shall be no liability for KLINGER Turkey towards the Purchaser for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

9.4. The Purchaser shall immediately notify Klinger Turkey in writing of any detected defects in the products, providing full details and any additional information required by the Insurance Company. All evidence, including but not limited to photographs, videos, and related documents, must be promptly submitted to Klinger Turkey to facilitate communication with the Insurance Company. No intervention (test, repair, etc.) shall be undertaken without prior notification to and approval from Klinger Turkey. The Insurance Company reserves the right to appoint an expert to examine the incident."

10. FORCE MAJEURE

10.1. KLINGER Turkey shall not be liable for failure to complete, or delay in completing the agreement as a result of force majeure, war, riots, civil unrest, government intervention or the intervention of public authorities, fire damage, strikes, lockouts, export and/or import bans, non-delivery or late delivery from subcontractors or subsuppliers, shortage of labour or of fuel, nor for any other circumstance beyond the control of KLINGER Turkey, and liable to delay or prevent the manufacture and delivery of the goods sold. Also if Turkish Government or any legal authority declares force majeure, Klinger Turkey will not be responsible for delays, manufactures, delivery, losses.

10.2. In the event that due delivery of goods without defects or shortcomings is temporarily prevented by one or more of the above circumstances, delivery shall be postponed for a period corresponding to the duration of the hindrance and Klinger Turkey's decision plus a reasonable period thereafter to allow for the normalization of the situation.

10.3. Delivery by the deferred date thus specified shall in all respects be deemed delivery by the due date. In the event that the obstacle to delivery may be expected to last more than eight weeks, both KLINGER Turkey and the purchaser shall be entitled to cancel the agreement without thereby becoming guilty of breach of contract.

11. CANCELLATION

11.1. Orders manufactured entirely to Buyer's specifications cannot be cancelled. Since these products are not substitute products and cannot be used for other orders, KLINGER Turkey is entitled to charge at the time of order.

11.2. Orders manufactured partially to Buyer's specifications may be cancelled provided KLINGER Turkey agrees in writing and Buyer agrees directly to pay all costs and all tax incurred by KLINGER Turkey, including but not limited to materials, labour, transportation, etc. and a 10% penalty on the agreed purchase price.

12. OTHER CONDITIONS

12.1. Unless otherwise stated and written agreed by Klinger Turkey Quotes cannot be divided and ordered partially.

12.2. Any special marking or branding requested by customer at the time of Purchase Order is subject to a charge.

12.3. Final material selection responsibility is Purchaser's.

12.4. The Product shall remain the property of KLINGER Turkey until paid for in full to the extent that such retention of title is valid under the applicable law. Even it's Klinger Turkey's property, for any damages and harms purchaser will be responsible. The Purchaser shall at the request of KLINGER Turkey assist him in taking any measures necessary to protect KLINGER Turkey's title to the product in the country concerned.

13. SHIPPING AND DELIVERY

13.1. Unless otherwise specified written in our Quote and agreed in writing by KLINGER Turkey these conditions are a part of Purchase Order Agreement and are binding for both parties.

13.2. Purchaser will receive an Order Confirmation from KLINGER Turkey within 7 business days after Purchase Order is sent.

13.3. Purchaser is responsible for reviewing and checking the Order Confirmation sent by KLINGER Turkey in 48 hours.

13.4. Parts will be manufactured and delivered in accordance with KLINGER Turkey Order Confirmation and KLINGER Turkey Quotation.

13.5. Purchaser is responsible for bringing to KLINGER Turkey's attention any discrepancies between Order Confirmation / Quotation and his Purchase Order within the same 48 hours. Failure to do so within the specified time period may result in additional charges.

13.6. If at the time of Purchase Order, Purchaser requests KLINGER Turkey to arrange shipments, this may be done Free of Charge according to agreement.

13.7. Any requests to arrange shipments afterwards may result in a Service Fee that will be delivered from Klinger Turkey.

13.8. If no shipping arrangements are requested during the Purchase Order, KLINGER Turkey assumes that the buyer will arrange the shipments. Shipment details must be provided to Klinger Turkey no later than 48 hours following agreement or confirmation. The buyer is responsible for any delays.

13.9. Shipping charges and Delivery Expenses given by KLINGER Turkey at the time of Purchase Order / Quotation Process is for "Reference Only". Actual shipping cost will be added to the Invoice - not the estimated cost.

13.10. Please note that KLINGER Turkey ships from Tuzla Free Trade Zone, Tuzla, İstanbul. This "Zone" has special shipping requirements so not all shipping companies accept shipments from this location or might charge extra fees. Please make sure that your shipping company can pick up your items from Tuzla Free Trade Zone and ask them if they charge extra for their services. This part is not Klinger Turkey's responsibility.

13.11. Customs Declaration Forms will be added to your Invoice.
If Purchaser wants KLINGER Turkey to ship via truck we ship only on Fridays of every week unless it is a National Holiday or shipping companies do not pick up shipments due to other reasons. KLINGER Turkey is not responsible from not being able to ship on an agreed upon ship date if Shipping Companies do not pick up goods, or because of any problems with customs or any other problems that are beyond KLINGER Turkey's control.

13.12. KLINGER Turkey will do his best to ship on an agreed ship date. However, KLINGER Turkey assumes no responsibility if parts are not collected on agreed date because of reasons beyond KLINGER Turkey's control.

13.13. If Purchaser wants KLINGER Turkey to arrange airfreight services please note that only TNT picks up shipments from Tuzla Free Trade Zone. We can ship any business day if you want to use TNT. TNT charges an extra fee to pick up from Tuzla Free Trade Zone. If Purchaser wants to arrange TNT shipment on his own, Purchaser needs to call TNT and ask them to contact KLINGER Turkey. If Purchaser is arranging the shipment, TNT accepts only delivery orders from the Purchaser.

13.14. Even if KLINGER Turkey arranges the shipment, KLINGER Turkey is not responsible from any damages or losses that may result from delays in shipment. These delays may occur as a result of but not limited to National Holidays, delays in Customs or Borders, delays in payments of fees that are Purchaser's responsibility. Purchaser cannot cancel the shipment due to any delays during shipping.

13.15. KLINGER Turkey's arrangement of shipment does not make KLINGER Turkey responsible from any additional charges incurred during shipping. All charges related to shipping, customs, taxes, etc will be passed to Purchaser. Purchaser is responsible from following up on his shipment by contacting Shipping Company.Unless the products are poorly and inadequately packaged, KLINGER Turkey is not responsible from any damages incurred to the products during shipping and handling. Purchaser is responsible from contacting KLINGER Turkey immediately regarding any damaged parts. Purchaser is responsible from inspecting received parts and contacting KLINGER Turkey regarding any defects or discrepancies within 3 business days of receiving the parts. KLINGER Turkey reserves the right to deny any claims after this time period.

13.16. If Purchaser wants KLINGER Turkey to ship his parts to a location in Turkey, this can be done if two conditions are met:
- Any additional customs and delivery charges will be paid by Purchaser.
- Location the parts will be shipped to must be a "Customs Area"

13.17. Any changes in shipping arrangements such as changing to an express delivery or costs due to delays in accepting delivery will be paid by Purchaser Packing List will be sent to you 3-4 business days before agreed upon ship date. Invoices and final packing list will be sent within 3 days after parts are shipped. KLINGER Turkey is not responsible for any delays in shipping. These delays may be caused by but not limited to National or Religious Holidays, Waiting times at Customs and Borders, Weather Conditions and so on.

13.18. Shipping/Arrival times given by KLINGER Turkey are not binding to KLINGER Turkey. They are for reference only.

14. GOVERNING LAW

14.1. Any dispute between the parties will be tried to be resolved primarily by peaceful settlement methods.

14.2. Otherwise: any dispute between the parties which cannot be settled amicably shall be settled by Turkish law and courts.