



## SALES TERMS AND CONDITIONS

Date&No: \_\_\_\_/\_\_\_\_/\_\_\_\_ & \_\_\_\_\_

**PURCHASE AGREEMENT CONDITIONS:** Upon buyer sending a purchase order and seller sending a proforma invoice or official invoice, the purchase agreement will be enacted between the two entities. The Buyer accepts & approves all order(s) and all of the Sellers stated conditions below, stated conditions on the proforma invoice and stated conditions on the sellers email communications, unless buyer provides written notice to cancel or change order within 5 business days. Seller shall have the continuing right to approve Buyer's credit. In cases of default the Buyer agrees to pay Seller cost of collection of overdue invoices, including reasonable attorney's fees incurred by Seller in collecting said sums. F.O.B. point shall be point of SHIP TO on face hereof.

**PAYMENTS:** All orders require a deposit and balance payment prior to loading from factory or warehouse unless otherwise stated on proforma invoice. Once orders are ready to ship out from Sellers Factory or Warehouse, buyer will be notified in writing. Orders must be paid in full prior to ship out unless payment terms or a special payment arrangement has been approved by the seller in writing.

**PRODUCTION AND DELIVERY TIMES:** The seller will provide the buyer and estimated production period and if delivering the product will provided estimated transit period. Due to several variables in production and transit – the seller will do its best to expedite the process but does not guarantee a specific production date / transit date or delivery date.

**EXTENDED STORAGE:** Seller will notify the buyer when orders are ready to ship. If buyer delays payments / ship out of any orders beyond 3 weeks - \$300 storage charges per invoice / per week will be applicable until the orders are paid and shipped.

**INTELLECTUAL PROPERTY:** Seller shall retain all legal rights, title and interest in all intellectual property related to the Products, including but not limited to any copyrights, trademarks and patterns ("Intellectual Property"). Buyer shall not use the Intellectual Property of Seller without Seller's prior written approval. No license or right to use Seller's Intellectual Property is implied or granted.

**DEFAULT** - Buyer shall be liable for Seller's damages including loss of reasonable profits, caused by Buyer's default hereunder. If Seller, upon Buyer's default, repossesses or retains any goods sold hereunder, Seller's damages shall be the contract price of the goods plus freight, storage, handling & all other disposal costs incurred, less the then-current reasonable scrap value of the goods.

**TITLE AND RISK OF LOSS:** Title and risk of loss to Product shall pass from Seller to Buyer as Product is loaded onto carrier's equipment at the point of origin, either Seller's factory or warehouse facility, as applicable. Seller retains a security interest in the goods until purchase price is paid. Seller will take all precautions necessary to make sure products arrive to buyer in good condition.

**PRICE CHANGES:** Seller has the right to change prices where unforeseen production or transportation cost changes are incurred. Seller must send written communication in this case and buyer has the right to cancel the order within 3 business days of receiving this email. If buyer does not respond its intent within 3 business days it is deemed that the buyer accepts the price change provided by seller.

**VARIATIONS IN PRODUCTS:** Each production batch can have slight differences in shade / texture and color. Product colors can be different than the images found on seller's website or marketing materials. The seller will strive to provide consistency and accuracy but does not guarantee any particular shade, texture or color. If batches from previous shipments need to be combined & installed in the same area, it is the responsibility of the installer to verify and approve prior to installation.

**DIFFERENCES IN PRODUCTS RECEIVED:** Buyer agrees to accept small variances in orders where up to 3 pallets per container / truckload may be different colors – ( more of certain colors ordered and less of others maybe provided by seller ). If there are more than 3 pallet variances in colors / specs ordered vs received – the buyer has the right to refuse the products and seller must take them back. In these circumstances seller will provide a credit to buyer and do its best to come to a fair agreement.

**DAMAGES AND DEFECTS:** Seller will take precautions to make sure products have passed quality control and are loaded safely securely to avoid damages. The Seller will strive to avoid / minimize defects & damages to products. Buyer agrees to accept a 5% defect & damage tolerance rate which is within the flooring and building materials industry standards.

**REMEDIES:** If goods supplied are not merchantable, Seller at its option may replace them or refund the purchase price upon their return. Buyer shall not return goods until Seller has had reasonable opportunity to investigate goods. The Seller reserves the right to final judgement on whether or not products are merchantable, and then only after receiving Seller's written shipping instructions may the products be returned at the buyer's expense. THIS SHALL BE BUYER'S EXCLUSIVE REMEDY. Buyer waives all claims arising from breach by Seller. In no event shall Seller be liable for any special consequential or contingent damages resulting from Seller's Breach of Warranty, delay or performance or any other default hereunder. Buyer further agrees that Seller will not be liable for any lost profits nor or any claim for demand against Buyer by any other party.

**FORCE MAJEURE:** Seller shall not be liable for any damages resulting from: any delay or failure of performance arising from any cause not reasonably within Seller's control; accidents to, breakdowns or mechanical failure of machinery or equipment, however caused; strikes or other labor troubles, shortage of labor, transportation, raw materials, energy sources, or failure of usual means of supply; fire; flood; war, declared or undeclared; insurrection; riots; acts of God or the public enemy; or priorities, allocations or limitations or other acts required or requested by Federal, State or local governments or any of their sub-divisions, bureaus or agencies. Seller may, at its option, cancel this Agreement or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Agreement shall remain in full force and effect. Seller shall have the further right to then allocate its available goods between its own uses and its customers in such manner as Seller may consider equitable.

**WAIVER, MISTAKE:** Seller's waiver of any provision herein or any breach thereof, shall not constitute a waiver of any subsequent breach thereof, nor of any other provision herein. Seller may correct any errors herein, on any invoice issued to Buyer, or on its published price sheets, and such correction shall operate to amend this Agreement.

**CHOICE OF LAW:** This contract is deemed to be made in Istanbul/Turkey. Buyer and Seller expressly agree this Agreement is to be governed by the Uniform Commercial Code as enacted and construed in Istanbul/Turkey.

**CONFLICTING PROVISIONS:** Buyer expressly WAIVES all provisions contained in any of Buyer's correspondence or forms involved in this sale which negate, limit, extend or conflict with provisions herein and agrees that this Agreement constitutes the entire contract between Buyer and Seller except as expressly negated, limited or extended by Seller IN WRITING and signed by an officer of Seller.

Seller  
signature,stamp

Buyer  
signature,stamp