

GENERAL CONDITIONS

- 1- Unless otherwise agreed, our company issues all invoices in Turkish Lira (TL). For products priced in foreign currency, the TL amount will be determined and collected based on the effective selling rate of the Central Bank of the Republic of Turkey (T.C.M.B.) on the invoice date.
- 2- In cases where invoices are issued in foreign currency as required by the agreement, the TL amount will be determined and collected based on the T.C.M.B. effective selling rate on the payment date. If payments are made in TL-denominated bills of exchange, they will be converted into foreign currency using the T.C.M.B. exchange rate on the bill's maturity date, and then deducted from the debt. The buyer, under this contract, accepts, declares, and undertakes to pay any possible exchange rate differences.
- 3- Our prices do not include Value Added Tax (VAT) and Special Consumption Tax (ÖTV) unless stated otherwise. All taxes and duties arising from the contract, unless otherwise stated, are the responsibility of the buyer. Due to changes in Turkish Republic legislation, all existing or newly added taxes and other financial obligations will be applied to existing and ongoing offers and orders, as announced in the Official Gazette.
- 4- Our products are under a 2-year guarantee against material and manufacturing defects. The warranty period starts upon product delivery. Consumables and parts subject to normal wear and tear (seals, stators, rotors, diaphragms, membranes, resistors, etc.) are excluded from the warranty. The warranty terms are void if the recommended product is used outside the specified working conditions.
- 5- Failures resulting from the improper use of the product contrary to the usage instructions are not covered by the warranty. Ekin Endüstriyel provides usage manuals with the product and publishes them on the website. If the usage manual does not reach the buyer, the product should not be put into operation, and the manual should be requested in writing from Ekin Endüstriyel. Otherwise, it is assumed that you are aware of the installation, maintenance, and usage conditions, and Ekin Endüstriyel cannot be held responsible for any problems that may arise.
- 6- Warranty terms are valid only when periodic maintenance is carried out using original parts by authorized service centers of Ekin Endüstriyel.
- 7- If the buyer does not adhere to the payment plan mentioned above and cancels the order even if the goods or services have not been delivered or completed, Ekin Endüstriyel may unilaterally terminate the order contract without any notice. In such a case, Ekin Endüstriyel will request a penalty payment of 40% of the total amount as compensation for damages, while reserving the right to claim additional damages. If the buyer has made an advance payment, Ekin Endüstriyel records the amount received as revenue.
- 8- In the event of product returns, a 40% deduction will be made from the invoice amount if the return is accepted. The shipping cost for returns is not the responsibility of Ekin Endüstriyel. In customer-specific orders or supply of special-order products, changes to the order, return, or order suspension, will not be accepted under any circumstances including force majeure. In case of cancellation, revision, return, or suspension, the fee for the work will be invoiced as a penalty and collected from the buyer. For customer-specific orders or supply of special-order products, in cases where there are events that may damage mutual trust between the parties, Ekin Endüstriyel reserves the right to request additional security within the limits of the product cost. Products must be received and installed as soon as they are ready. This period should not exceed 4 weeks. If exceeded, Ekin Endüstriyel has the right to invoice the order amount and request payment of the product price.
- 9- Unpaid invoices will incur a monthly default interest rate of 5% until paid in full. Until the total amount of the invoiced product is paid, the ownership of the product remains with Ekin Endüstriyel Heating, Cooling, Industry and Trade Inc.
- 10- When placing orders with Ekin Endüstriyel, it is the responsibility of the buyer to provide complete and accurate information regarding the type of product, the type of fluid used, pressure, temperature, density, and other relevant details. Otherwise, any problems that may arise due to incorrect information are not the responsibility of our company.
- 11- Problems arising from the quality of the fluid used in our products or from the installation or piping system are not covered by the warranty. Damage caused by corrosion, cavitation, vibration, water hammer, or freezing is not covered by our warranty.
- 12- Damage resulting from the absence or improper functioning of the necessary fixtures in the system or the non-use of safety fixtures (safety valve, thermostat, pressure sensor, temperature sensor, etc.) will not be considered under the warranty. Any financial or moral losses that may arise are not the responsibility of our company.
- 13- Goods are not insured during transportation, but can be insured at the expense of the buyer if requested. Otherwise, the risk is borne by the buyer. In deliveries that include transportation, delivery is made on the vehicle. Our responsibility ends from the moment the product is delivered to the buyer's carrier.
- 14- Mechanical assembly, commissioning, external certification, and third-party tests are not included in our offer. Any fixtures and additional parts not mentioned in our offer are not included in our prices.
- 15- Technical details of our products have been sent in attached files. Acceptance of the offer by the buyer implies approval. Ekin Endüstriyel reserves the right to make changes to the specified dimensions and values. Descriptions in catalogs and advertisements, as well as measurements, weights, and other documents, are for reference only.
- 16- Products that use in our products or we sell but we do not manufacture are not covered by the Ekin Endüstriyel guarantee. The guarantee and liability for any damage that may occur are the responsibility of their respective manufacturing companies. By accepting this offer, the buyer agrees not to hold Ekin Endüstriyel responsible.
- 17- Our company is not responsible for any process, production, or immovable losses that may arise from our products. Claims for compensation will only be accepted in cases of deliberate or gross negligence. The compensation for any damage that may occur cannot exceed the invoice amount. By placing this order, the customer accepts, declares, and undertakes this.
- 18- Unless otherwise agreed in writing by the parties, the sales and delivery conditions stated here will apply to all of Ekin Endüstriyel Heating, Cooling, Industry, and Trade Inc.'s sales. Any requests from the buyer that deviate from these terms and conditions will not be accepted. These terms and conditions will remain valid for future deliveries and services, even if they have not been explicitly agreed upon in individual cases within ongoing business relationships.
- 19- The delivery period begins upon the issuance of the order confirmation notice. However, the delivery period will not start until the buyer sends the required documents and approvals (technical drawing approvals) to Ekin Endüstriyel via email or registered mail. If there is an agreed prepayment, the delivery period will not start until payment is made. In cases of force majeure or unexpected obstacles beyond our control, as well as industrial disputes, specific strikes, and lockouts that have an impact on the production or delivery of ordered goods, delivery times will be extended accordingly, provided that it is proven that such events have an impact. This clause also applies when subcontractors are affected by such situations.
- 20- If there is no special agreement or contract between the parties regarding the delay of delivery for the products ordered, the buyer cannot claim compensation for the delay.
- 21- After receiving the products, the buyer has a direct or indirect control, inspection, and notification period of 2 business days for obvious defects and 8 business days for hidden defects. Products for which written notice has not been made within this period will be considered accepted.
- 22- We have an obligation to improve in case of errors caused by the manufacturer, except for errors due to installation and use. We also reserve the right to replace the product with a new one. However, the buyer does not have the right to request a replacement. When improvement or repair is impossible or when improvement or new delivery cannot be made, the buyer can request the cancellation of the contract or a price reduction.
- 23- The selection of a product that meets the needs, its suitability for special applications, its safe and trouble-free installation, its operation and maintenance are the responsibility of the system designer and the user. Otherwise, we are not responsible for any damage or work accidents that may occur.
- 24- Our company is only responsible for ensuring that the goods to be delivered are prepared carefully for shipment. Since our company does not provide engineering services, application details, material compatibility with the system, product specifications must be evaluated technically by the buyer before product selection. The wrong selection, installation, or improper use of the products can cause material damage or injury. Our company does not assume responsibility for product selection.
- 25- In cases where the buyer is a trader or a legal entity governed by public law, all legal disputes will be resolved by the court within our jurisdiction. All legal disputes arising exclusively from common legal relationships, including all kinds of disputes, are subject to the exclusive jurisdiction and authority of the Anadolu Courthouse/Turkey. In the event of a dispute, Istanbul Anadolu court and enforcement offices have the authority.
- 26- The buyer is obliged to confirm the offer letter sent for the organization of the order in writing, or to send their official order form. For orders that are not notified in writing, the acceptance of products is considered as acceptance of this contract. The order form, contract, or change request forms sent by the buyer will only come into effect with the written acceptance of Ekin Endüstriyel Heating, Cooling, Industry, and Trade Inc.
- 27- If this offer is approved and turned into an order, it becomes a contract, and the buyer declares that they have fully accepted the above clauses.

Buyer Confirmation
Stamp - Signature



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