

These General Conditions of Sale of Seller, BASF Poliüretan Sanayi ve Ticaret Limited Sirketi, a company organized and existing under the laws of Republic of Turkey, with its registered address at Eski Ankara Caddesi Şeyhli Mah. No:344, Pendik, Istanbul (the "Seller") is an integral part of the terms and conditions contained in the purchase order dated given by the Buyer defined hereunder and confirmed by the Seller.

Buyer [Full company name]:
Registered address:

All notices hereunder shall be served to the above indicated addresses of the parties by return registered airmail or through notary public in accordance with applicable law. Any changes in these addresses will be advised to the other party pursuant to same laws.

1. Scope of application

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. References made by Buyer to his general terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business. Deviations from these General Conditions of Sale require the explicit written approval of the Seller.

2. Offer and acceptance

Seller's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The contract is concluded by Buyer's order and Seller's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller.

3. Product quality, specimens and samples; guarantees

3.1 Unless otherwise agreed, the quality of the goods contractually due is exclusively determined by Seller's product specifications valid at the time of delivery.

Identified uses under the European Chemicals Regulation REACH relevant for the goods shall neither represent an agreement on the corresponding contractual quality of the goods nor the designated use under this contract.

3.2 The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the goods.

3.3 Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such.

4. Support services

Insofar as Seller provides advice or other support services, this is given to the best of his knowledge. Advice and information with respect to suitability and application of the goods is not binding and shall not relieve Buyer from undertaking his own investigations and tests with regards to the suitability of the goods supplied for the processes and purposes he intends to use them for.

5. Prices

5.1 If Seller's prices or Seller's terms of payment are generally altered between the date of contract and delivery, Seller may apply the price or the terms of payment in effect on the date of delivery. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Seller within 14 days after notification of the price increase.

5.2 In case of delivery of the products within Turkey for export by the buyer from Turkey, then the applicable VAT regulations shall be fully applicable for postponement and cancellation of VAT as the case may be and as such regulations may be amended by the authorities from time to time. "

6. Delivery

Delivery shall be effected in accordance with the trade terms set out in the individual contract, for which the version of the INCOTERMS in force on the date the contract is concluded is applicable. Providing no express agreement has been reached, deliveries are made carriage paid to named place of destination (CPT).

7. Damage in transit

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Seller shall be provided with a copy thereof.

8. Compliance with legal requirements

8.1 Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.

8.2 Buyer assures that in the course of the business relationship with the Seller (including any use of contractual goods and their packaging) he will abide by any and all applicable legal requirements (including all tax and foreign currency regulations).

9. Delay in payment

9.1 Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.

9.2 In the event of a default in payment by Buyer, Seller is entitled to charge interest on the amount outstanding at the rate of 8 percentage points above the base interest rate announced by the EURIBOR at the time payment is due if the amount is invoiced in Euro, or, if invoiced in any other currency, at the rate of 8 percentage points above the discount rate of the Central Bank Of Turkey of the country of the invoiced currency.

10. Buyer's rights regarding defective goods

10.1 Seller must be notified of any defects that can be discovered during routine inspection within 2 days of receipt of the goods; other defects must be reported within 8 days after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.

10.2 If the goods are defective and Buyer has duly notified Seller in accordance with Clause 10.1, Buyer has the statutory rights to the following extent:

- a) Seller initially has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods (subsequent performance).
- b) Seller may make two attempts at subsequent performance. Should these fail or cause unreasonable inconvenience to Buyer, Buyer may either withdraw from the contract or demand a reduction in the purchase price.
- c) With regard to claims for compensation, including compensation for unproductive expenditure on a defect, Clause 11 applies.

10.3 Buyer's claims for defective goods are subject to a limitation period of one year from receipt of the goods.

In the following cases, the legal limitation periods apply instead of the one-year limitation period:

- a) Liability for wilful misconduct,
- b) Fraudulent concealment of a defect,
- c) Claims against Seller relating to the defectiveness of goods that when applied to a building in the normal manner caused it to be defective,
- d) Claims for injury to life and limb and damage to health caused by Seller's negligent breach of duty, or by wilful or negligent breach of duty on the part of Seller's legal representative or vicarious agent,
- e) Claims for other damage caused by Seller's grossly negligent breach of duty, or wilful or grossly negligent breach of duty on the part of Seller's legal representative or vicarious agent,
- f) In the event of a Buyer's recourse claim based on consumer goods purchasing regulations.

11. Liability

11.1 Seller shall be generally liable for damages in accordance with the law. In the event of a simple, negligent violation of fundamental contractual obligations, however, Seller's liability shall be limited to compensation for typical, foreseeable losses. In the event of a simple, negligent violation of non-fundamental contractual obligations, Seller shall not be liable. The foregoing limitations on liability do not apply to damage to life, body or health.

11.2 Seller is not liable to Buyer in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations in connection with the European Chemicals Regulation REACH being triggered by Buyer.

12. Set off

Buyer may only set off claims from Seller against an undisputed or adjudicated counterclaim.

13. Security

Notwithstanding anything to the contrary in any document, Seller may at its sole decision claim security from the Buyer in the form of a bank letter of guarantee or otherwise. The form of such security will be set out in the offer/acceptance letter for each order and shipment. In no event will the Seller be under any obligation to accept an order on credit basis and without a solid security agreeable to Seller at its sole discretion and no purchase order will be processed or deliveries/shipments be made without such security being first delivered to Seller unless Seller has explicitly waived the requirement of such securities.

14. Force majeure

To the extent, any incident or circumstances beyond the Seller's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government), reduces the availability of goods from the plant from which the Seller receives the goods such that Seller cannot fulfil its obligations under this contract (taking into account on a pro rata basis other supply obligations), Seller shall (i) be relieved from his obligations under this contract to the extent Seller is prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially impractical for Seller over a long period or occurs with suppliers of Seller. If the aforementioned occurrences last for a period of more than 3 months, Seller is entitled to withdraw from the contract without the Buyer having any right to compensation.

15. Place of payment

Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.

16. Jurisdiction

All disputes that arise directly or indirectly from this General Conditions of Sale and relevant purchase order including the validity thereof shall be heard by central courts of Istanbul, Turkey.

17. Applicable law

The contractual relationship shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 irrespective of whether the Buyer's place of business is in a CISG state or not. Additionally, Turkish Law is applicable without recourse to its conflict of law rules. The conclusion of this contract is exclusively subject to Turkish law without recourse to its conflict of law rules and excluding the CISG.

18. Contract language

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the purchase order and/or a sales contract has been concluded ("Contract Language"), this is merely done for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.

Edition: October 2011

**BASF Poliüretan San.ve Tic Ltd.Sti
Tic.Ltd.Sti**

Buyer

Place, Date: _____
Signature: _____
Name: _____
Title: _____

Place, Date: _____
Signature: _____
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