

## **GENERAL TERMS OF SALES**

THIS DOCUMENT OFFERS THE TERMS AND CONDITIONS THAT ARE NOT APPEARING ON THE CONTRACTS OR PROFORMA INVOICES. EXCEPT AS MODIFIED HEREIN, NEITHER MODIFICATIONS NOR ADDITIONS SHALL BE BINDING UNLESS ACCEPTED BY US IN WRITING.

CONFIRMATION OF CONTRACTS AND PROFORMA INVOICES SHALL BE DEEMED AS ACCEPTANCE OF THE TERMS OF THIS GENERAL CONDITION OF SALES.

## **CLAIM SETTLEMENT PROCEDURE**

IF ANY QUALITY DISCREPANCY ARISES, THE BUYER HAS 30 CALENDER DAYS FROM THE DATE OF DISCHARGE TO FILE HIS CLAIM TO THE SELLER, SUBSTANTIATED BY AN INTERNATIONAL SURVEYOR (IE, SGS..ETC)

- ALL CLAIMS SHOULD BE SENT BY OFFICAL COMPANY LETTER AND ACCOMPANIED BY AN INTERNATIONAL INSPECTION COMPANY REPORT SUCH REPORT SHOULD CONTAIN
  1. FULL INSPECTION RELATED WITH CLAIM SUBJECT
  2. COIL NUMBERS, QUANTITY ETC.
  3. PHOTOS
  4. SAMPLES
- BUYER HAS TO KEEP THE REST OF THE CLAIMED MATERIAL ASIDE WITHOUT BEING OPENED, PROCESSED ETC. OTHERWISE GALVAMETAL HAS THE RIGHT NOT TO CONSIDER THEM AS A CLAIM.
- SELLER EVALUATES THE REPORT AND REPLIES LATEST IN 12 WORKING DAYS THE DECISION.
- IF IT IS REQUIRED BY THE SELLER, TECHNICAL TEAM WILL BE SENT AND INSPECT THE CLAIMED GOODS AT BUYERS PLACE.
- FOLLOWING THE INSPECTION VISIT OF THE THECNICAL TEAM, SUCH REPORT WILL BE RE-ISSUED BY THEM AND CONCLUSION WILL BE SENT TO THE BUYER LATEST IN 7 WORKING DAYS.
- IN CASE EXW / FCA / FOB TERMS, MATERIALS MUST BE COLLECTED WITHIN 1 MONTH AFTER SELLER'S NOTICE OF READINESS.
- AFTER 1 MONTH, 5USD/TON/DAY STOCKING INVOICE WILL BE ISSUED.
- WHITE RUST RELATED CLAIMS WILL NOT BE ACCEPTED FOR THE GOODS THAT'S NOT BEEN COLLECTED IN 1 MONTH.

## **WEIGHT CLAIM**

THE WEIGHT MENTIONED IN THE SHIPPING DOCUMENTS IS CONSIDERED AS THE OFFICIALLY DELIVERED WEIGHT. INCASE DISCREPANCIES BETWEEN THE UNLOADED ACTUAL WEIGHT AND THE DECLARED IN SHIPPING DOCUMENTS WEIGHT, THE BUYER HAS THE RIGHT TO MAKE A CLAIM FOR WEIGHT SHORTAGE SUBSTANTIATED BY THE AUTHORIZED CUSTOMS DECLARATION OF DISCHARGED WEIGHT AT DISCHARGING PORT. THE AGREED DISCRIPENCY RATIO IS ABOVE 0,50% SHORTAGE OF THE WEIGHT BETWEEN ACTUAL WEIGHT DISCHARGED (ACCORDING TO CUSTOMS WEIGHT BRIDGE) AND ACTUAL WEIGHT INVOICED.

## **APPLICABLE LAW-JURISDICTION**

ANY CLAIM OR CONTROVERSY ARISING OUT OF THIS AGREEMENT SHALL BE RESOLVED BY TURKISH LAWS TO THE EXCLUSION OF THE RULES PERTAINING TO CONFLICT OF LAWS. IN CASE OF DISPUTE, IZMIT (TURKEY) COURT SHALL HAVE THE EXCLUSIVE JURISDICTION.