



TRUMPF TR TERMS AND CONDITIONS OF SALE FOR PARTS AND TOOLING

TRUMPF Makina Sanayii A.Ş. accepts orders for Parts and/or Tooling only on the terms and conditions of this Agreement. The words “TRUMPF TR” and “Seller” refer to TRUMPF Makina Sanayii A.Ş.; the words “you,” “your” and “Customer” refer to the Buyer.

1. PRICES. All prices are in EUR and are valid for 10 (ten) days from the date of quotation unless otherwise indicated in writing. The price of the Part or Tooling does not include service labor to install the Part or Tool.

All prices are subject to all applicable taxes. Any taxes not included in the invoice can be invoiced later and the Customer is responsible for paying them.

2. SHIPMENTS. All orders are FCA Seller’s Plant in Republic of Türkiye or DAP to customers' designated facility as per Incoterms 2020. TRUMPF TR will select the carrier of its choice to ship Parts or Tooling. The Customer is responsible for all freight charges, insurance premiums, duties and taxes.

3. PAYMENT TERMS. As per agreement of each Customer payment terms upon contractual agreement between parties.

4. LEAD TIMES/DELIVERY. Lead times are calculated from the quote date on quotes and from the order date on orders. Lead times are estimates and can change as other orders are received. TRUMPF TR is not responsible for any delays that may arise or for any damages that result from delayed or cancelled shipments for any reason.

5. WARRANTY.

(A) Warranty: The warranty period of the product is 1 (one) year from delivery to the Customer. This is the sole and exclusive remedy of the Customer under this Warranty. This Warranty does not apply to consumables.

(B) Customer’s Responsibilities Under The Warranty: After the replacement of the warranted Part or Tooling by the TRUMPF TR technical service engineer, the defective Part or Tooling must be returned to TRUMPF TR within 5 (five) working days. If the Part or Tooling is not returned within the 5 (five) working days period, the Customer will be charged for the replacement Part or Tooling at the latest sales list price.

(C) Resonator Returns: Resonators require special handling. The de-installation and return shipment must be arranged by TRUMPF TR in order to maintain warranty coverage. The Customer has 45 (forty-five) days from de-installation to ship the warranted resonator, freight paid, DAP (Incoterms 2020) Umraniye, Istanbul or as otherwise specified by TRUMPF TR. The shipping documentation must reference the RA number.

(D) DISCLAIMER OF OTHER WARRANTIES. THE WARRANTIES SET FORTH IN SECTION 5 ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXCLUDED.

6. CANCELLATION. Order cancellations must be requested in writing by the Customer and are only possible if the Part or Tooling has not yet been shipped. Orders for special-order and/or non-stock Parts or Tooling cannot be cancelled.

7. RETURNS FOR CREDIT.

(A) TRUMPF TR will accept returns of Parts and/or Tooling for credit if the Parts or Tooling are unused, in original packaging and in saleable condition. It is the Customer's responsibility to request and obtain a return authorization (RA) before returning any Parts or Tooling to TRUMPF TR. Any returns must be received less than 14 (fourteen) days from the invoice date and are subject to TRUMPF TR's acceptance. All authorized returns should be shipped, freight paid, DAP Umraniye, Istanbul or as otherwise specified by TRUMPF TR.

(B) Special-order or discontinued Parts and/or Tooling cannot be returned for credit.

(C) No hazardous material can be returned to TRUMPF TR.

8. TITLE, RISK OF LOSS AND INSURANCE.

(A) Title and Risk of Loss: Title (subject to any reserved security interest) and risk of loss are transferred to the Customer when TRUMPF TR gives the Part or Tooling to the carrier for shipment.

(B) Insurance: Parts or Tooling paid for in full prior to shipment will be shipped uninsured unless the Customer requests insurance upon placing the order. Parts or Tooling purchased on credit must be insured by the Customer for at least the purchase price against loss or damage by fire and other "extended coverage" hazards during transit and while at the Customer's facility until the Parts or Tooling are paid for in full. Losses covered by the insurance are to be paid in TRUMPF TR's name and will be applied to the unpaid balance.

9. WORKPLACE SAFETY AND INDEMNIFICATION.

(A) Workplace Safety: The Customer is responsible for knowing, understanding and complying with the work and safety laws and regulations governing use of TRUMPF TR Products, Parts and/or Tooling, and TRUMPF TR does not assume responsibility or liability for your performance or compliance with those laws and regulations.

(B) Indemnification: The Customer assumes all risk of and shall indemnify and hold harmless to the fullest extent permitted by law, TRUMPF TR, and any of its board, officers, employees, parents, subsidiaries, affiliates or agents from and against any liability arising from any misuse, abuse, modification or repair of the Products, Parts and/or Tooling by you, your employees or agents after delivery, including without limitation, any injury, disability or death of workers or employees. BUYER'S OBLIGATION HEREUNDER IS IN NO WAY LIMITED BY ANY PROTECTION AFFORDED IT UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

10. LIMITATION OF LIABILITY. NEITHER PARTY'S LIABILITY ON ANY INDEMNIFICATION OR ANY CLAIM OF ANY KIND, UNDER ANY THEORY, AT LAW OR IN EQUITY, INCLUDING NEGLIGENCE OR STRICT LIABILITY, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR BREACH OF THE TERMS HEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, MODIFICATION, REPAIR,

OPERATION OR USE OF ANY SERVICE, GOOD, TOOLING OR PART THEREOF SHALL IN ANY CASE EXCEED THE PRICE ALLOCABLE TO THE SERVICE, GOOD, TOOLING OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THE CONTRACT SALE OR ANY OTHER DUTY OF THAT PARTY WITH RESPECT TO THE GOODS OR SERVICES OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST SALES OR INJURY TO PERSONS OR PROPERTY EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

11. FORCE MAJEURE. Except with respect to payment obligations under this Agreement, neither Party shall be liable for or will be considered to be in breach of or default under this contract on account of any delay or failure to perform as a result of any causes or conditions that are beyond the Party's reasonable control and that the party is unable to overcome through the exercise of commercially reasonable diligence, including but not limited to pandemics, fire, explosion, flood, storm or other acts of God, disruptions in transportation networks, failures of carriers or utilities, war, embargo, strike, riot, or the intervention of any government authority. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and use commercially reasonable efforts to minimize the impact of the event.

12. LIMITATION OF ACTIONS. No action for breach of any term of this contract of sale or any other duty of Seller with respect to the Part or Tooling may be commenced more than one (1) year after Installation Completion.

13. NONPAYMENT OF PURCHASE PRICE: STORAGE AND COLLECTION COSTS. When the invoices are not paid on the due date, invoices will be charged with 3% financing cost (can be updated and revised by TRUMPF TR when necessary) VAT per month regardless of currency.

14. GOVERNING LAW. The validity, interpretation and performance of this contract for sale shall be governed by the laws of the Republic of Turkey. The United Nations Convention on Contracts for International Sale of Goods is expressly disclaimed by the Parties with respect to this Agreement and the transaction contemplated hereby.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.