

## **TERMS & CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES**

### **1. GENERAL**

The present General Conditions of Sale must be totally applied to each contract entered by Prosense, except for specially written derogations, which however are valid only for single contracts. In case of disagreement, the General Conditions of Sale will prevail over possible purchase conditions claimed by the Buyer. The placement of the order implies the total acceptance of the present General Conditions of Sale. If the terms of payment provide the payment of the first instalment upon receipt of the order, Prosense has the right to suspend the contract until the instalment has been paid. Prosense also has the right to make esthetic/functional changes to the size or the structure of the equipment for technical reasons.

### **2. PRICES**

Prices can be modified by Prosense, without giving any notice to the customers, if Prosense has undergone higher costs, or in case of variations of the exchange rate of foreign currencies. Prices do not include transportation, VAT and any accessories not mentioned in the quotation. Prices per quantity are meant for orders placed in a single solution and cannot be cumulated. The expenses related to the bank transfer fees covered by the Buyer.

### **3. ORDERS**

The expenses related to the customs procedures in the country of the Company are covered by the Company. The expenses related the customs procedures in the country of the Buyer are covered by the Buyer.

Orders with a total net amount of less than € 1,000.00 must be paid in advance. For these orders, if the Buyer does not make shipping by courier (DHL, TNT, etc.) as micro-export; Prosense can charge the buyer until €50.00 for the additional customs fees that may emerge in Turkey. For movement documents such as ATR, EUR1 requested by the Buyer, an additional fee of €20 for each certificate is charged to the Buyer.

### **4. SHIPPING**

Goods are meant ex-factory Kartal (ISTANBUL\_TURKEY) Goods are always dispatched at the Buyer's own risk and, in the event of C&F terms, all charges will be debited to the Customer. Complaints relevant to the supplied goods must be addressed within a 15 days' time after the collection of the objected lot and in any case not later than 30 days after the shipment from Prosense' warehouse, otherwise, they cannot be considered valid.

### **5. PACKAGING**

Packaging is debited at cost.

### **6. PAYMENT CONDITIONS**

a. Payments must be made, written instructions excepted, directly to Prosense' domicile according to the established terms and conditions. In the case of delayed payments, finance charges will be debited. In this case, Prosense is not obliged to provide a guarantee for the supplied goods and has the right to suspend all the supplies relevant to the orders to be fulfilled for

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the Buyer. Complaints relevant to one or more lots do not entitle the Buyer to suspend the payments.

b. Any cancellation after manufacturing of goods started, Company cuts %30 of total amount to recover/rework the material used for manufacturing of order.

c. The currency of the Contract is set by the proforma invoices.

d. The Buyer shall make payment to the company for any of its purchase order as below:

i. 100% of the total order as advance

ii. Payment of the purchased goods will be either in advance or by Irrevocable L/C at 30 days.

### **7. RETURNED GOODS**

Returned goods are accepted only if previously agreed, and in any case, always at the Buyer's expense. The Buyer will assume charges for freight both to and from Prosense's warehouse, on warranty and non-warranty work.

### **8. CANCELLATION OF THE SUPPLY CONTRACT**

In case of unpaid checks or bills, composition before bankruptcy or bankruptcy, Prosense has the faculty to cancel the contract unilaterally by means of written communication to the Buyer.

### **9. RIGHT OF OWNERSHIP**

The property of the goods shall pass to the Buyer when the goods have been paid in full. In case the Buyer cancels the contract, Prosense will consider all the payments made in advance as compensation.

### **10. WARRANTY**

Prosense warrants to the original purchaser and/or ultimate customer ("Buyer") of Prosense products ("Product") that if any part thereof proves to be defective in material or workmanship within one (1) year, such defective part will be repaired or replaced,

free of charge, at Prosense's discretion, if shipped prepaid to Prosense at Kartal Istanbul Turkey, in a package equal to or in the original container.

The Product will be returned repaired or changed if it is determined by Prosense that the part failed due to defective materials or workmanship. The repair or replacement of any such defective part shall be Prosense's sole and exclusive responsibility and liability under this limited warranty.

a. Exclusions

If gas sensors are part of the Product, the gas sensor is covered by a twelve (12) months limited warranty of the manufacturer.

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If gas sensors are covered by this limited warranty, the gas sensor is subject to inspection by Prosense for extended exposure to excessive gas concentrations if a claim by the Buyer is made under this limited warranty. Should such inspection indicate that the gas sensor has been expended rather than failed prematurely, this limited warranty shall not apply to the Product.

This limited warranty does not cover consumable items, such as batteries, or items subject to wear or periodic replacement, including lamps, fuses, valves, vanes, sensor elements, cartridges, or filter elements.

### **b. Warranty Limitation and Exclusion**

Prosense will have no further obligation under this limited warranty. All warranty obligations of Prosense are void if the Product has been subject to abuse, misuse, negligence, or accident or if the Buyer fails to perform any of the duties set forth in this limited warranty or if the Product has not been operated in accordance with instructions, or if the Product serial number has been removed or altered.

### **c. Disclaimer of Unstated Warranties**

The warranty printed above is the only warranty applicable to this purchase. All other warranties, express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed.

### **d. Limitation of Liability**

It is understood and agreed that Prosense' liability, whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the amount of the purchase price paid by the Buyer for the product and under no circumstances shall Prosense be liable for special, indirect, or consequential damages. The price stated for the product is a consideration limiting Prosense' liability. No action, regardless of form, arising out of the transactions under this warranty may be brought by the Buyer more than one year after the cause of actions has occurred.

## **11. DELIVERY TERMS**

The delivery terms mentioned in the contract are only approximate and therefore can be influenced both by the production level reached by Prosense and by Act of God or events such as strikes involving Prosense staff, customs, carriers, and forwarding agents or legislative measures and natural calamities. Prosense therefore cannot be held responsible, in any case, for direct or indirect damages caused by delayed deliveries. Delayed deliveries do not entitle the Buyer to cancel the contract totally or partially. Deliveries can be fractionated.

## **12. PRODUCT FEATURES**

As our products are subject to continuous innovations and improvements in all their parts, features and design can be changed without notice.

## **13. FORCE MAJEURE**

Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure which is:

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An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

1. riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;

2. ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

3. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

4. earthquakes, flood, fire or other physical natural disaster, pandemic;

5. strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.

### **14. PLACE OF JURISDICTION**

In case of controversy, whatever the place, the contract is meant to be signed by our domicile in Kartal, Istanbul-Turkey. Complaints therefore must be addressed to the law court of Kartal, Istanbul-Turkey.