

## SALE CONDITIONS

### 1. General

These conditions apply to goods and/or services supplied by the Turkish companies within the European Division of the Sonoco Metal Packaging Group ("we, our, us") to the buyer thereof ("you, your"). All orders are accepted and all contracts are made subject to the following conditions that are negotiated and fully understood by you. You hereby agree and acknowledge that any of our special conditions in any quotation or contract shall prevail to the extent that they are inconsistent with these conditions.

1.1 A quotation by us does not constitute an offer by us to sell or supply goods or services and every acceptance of any such quotation and every order by you is and shall be deemed to be an offer by you to us and does not and shall not bind us unless and until we give our written acknowledgement of it.

1.2 No variation of a term of this contract shall bind us unless we agree it in writing.

### 2. Delivery

Delivery shall be when the goods are ready and at your nominated point of delivery which shall be our premises if you or your contractors collect, or if no written nomination has been received by the time the goods are ready. We reserve the right to deliver by instalments (see below). Any date or period given shall be approximate though we will make every reasonable effort to meet it and no delivery shall be overdue until you have made a written request for delivery and given us reasonable time to comply with it.

2.1 Instalment deliveries shall be apportioned over a period not exceeding three months after the first delivery. Each delivery shall constitute a separate contract without prejudice to subsequent deliveries and shall be invoiced accordingly.

2.2 Minor variations on undecorated and up to 10% on decorated goods delivered above or below the total contract quantity must be accepted. Actual quantities delivered will be charged at the contract price.

### 3. Claims

The contract shall be deemed to have been duly performed and the goods accepted unless a written claim is received:

3.1 in respect of damage, delay or partial loss in transit, by both us and the carrier within three days of delivery (seven days in the case of export sales where the insurer and any local agent must also be notified).

3.2 in respect of non-delivery, by both us and the carrier within seven days of despatch (or in the case of export sales within seven days of the expected date of arrival - the insurer and any local agent also need to be notified).

3.3 in respect of defects reasonably apparent on inspection on delivery by us, within twenty-eight days of delivery.

3.4 in respect of defects not reasonably apparent on inspection on delivery by us, within twelve months after the date of filling goods, provided filling takes place within six months after delivery and that the date of filling is distinctively coded on the goods.

Claims will not be entertained unless the goods subject to complaint have been stored free of charge in satisfactory condition for our inspection and full access granted for investigation by us or our agents.

### 4. Price and Payment

4.1 Prices are subject to revision in the event of any variation in costs incurred by or after our written acceptance of your order. All prices are exclusive of value added tax which will be added to our invoices, where applicable. Except in the case of export sales, where irrevocable letters of credit shall be supplied, or where otherwise agreed, payment shall be made according to the terms mentioned on the invoice. Default in payment of any invoice shall entitle us to charge interest at a commercial interest rate (*avans faiz oranı*) on unpaid amounts as published by the Central Bank of Turkey from time to time and to treat any outstanding contracts between us as repudiated by you. The interest rates and due dates indicated in, any invoice, shall be considered as an agreement between the parties.

4.2 Unless otherwise specified in the applicable order, the currency of such amounts shall be deemed to be in Turkish Lira.

4.3 In the event that the country where the purchase price for the products (the "Purchase Price") is paid or received shall exit the euro, the Purchase Price shall continue to be denominated and payable in euro provided, however, that if you are legally prohibited from paying the Purchase Price in euro's then you shall pay the euro-denominated Purchase Price, including with respect to outstanding payables, in the new applicable currency at the official euro/new applicable currency exchange rate on the date of payment.

### 5. Ownership

Ownership shall pass when payment for the goods has been made in full.

### 6. Passing of risks

Risk of loss and/or damage to the goods shall pass to you,

6.1 on delivery to you or to a third party or carrier nominated by you to take or accept delivery, or

6.2 where we give notice to you that the goods are available for collection, on the expiry of seven days from the date thereof, or, if later, on the expiry of the time agreed for collection following service thereof, or

6.3 if you or a third party appointed by you to accept or take delivery wrongfully fail to accept or take delivery of the goods, on our tendering delivery of them, or

6.4 if you are to collect the goods from us, on your entering the premises at which they are situate for the purpose of such collection. and we shall not subsequently be liable for their safety.

### 7. Quality

All descriptive and technical specifications, drawings, illustrations, photographs, catalogues, particulars of weights and or dimensions and general literature relating to the goods and/or the services are intended only to present a general guide and shall not be incorporated in or form part of this or any contract unless otherwise expressly agreed by us in writing.

### 8. Indemnity

You warrant to us that any intellectual property (including design or artwork) remitted by you for the manufacturing of the goods does not infringe any third party intellectual property. In case of any intellectual property infringement or misappropriation claim by any other third party of any intellectual property (including design or artwork) remitted by you for the manufacturing of the goods, you shall indemnify, defend and hold us harmless from any third party claims, suits, demands, judgments and other costs and expenses in connection therewith. More generally, you agree to indemnify us against all actions, costs, claims and demands arising and made by reason of or in connection with a defect in a subsequent product (hereinafter defined) manufactured and/or supplied by you which defect is attributable to the design of the subsequent product or to compliance by us with instructions given by you. For the purposes of this condition 'subsequent product' shall mean any product manufactured and/or supplied by you in which said product supplied by us to you is comprised (whether by way of packaging or otherwise) or attached.

### 9. Waiver

Our rights shall not be affected or restricted by any indulgence or forbearance to you. No waiver by us of any breach shall operate as a waiver of any later breach.

### 10. Unforeseen Circumstances

Every reasonable effort will be made to carry out the contract but its due performance is subject to cancellation by us without compensation or to such variation as we may find necessary as a result of scarcity of labour, materials or supplies or because of any Act of God, war, strike, lockout, or other labour dispute, mechanical or computer failure, whether in our premises or elsewhere, fire, the elements, legislation, or other cause (whether of the foregoing kind or not) beyond our control.

### 11. Responsibility

11.1 In respect of defects reasonably apparent upon inspection on delivery we are responsible for losses not exceeding the cost of the defective goods alone.

11.2 In respect of defects to processed-filled containers not reasonably apparent upon inspection on delivery and provided an agreed container specification compatible with your product and satisfactory filling, seaming and storage practices have all been used and in addition you have observed the applicable provisions of our relevant codes of practice and legislation, we are responsible for losses not exceeding the cost to us of the defective goods and their contents.

11.3 In respect of defects to non-processed containers not reasonably apparent upon delivery, we shall be liable for the cost of defective containers alone.

11.4 Our responsibilities under this condition are subject to your compliance with all the provisions of the contract and also to your having an adequate traceability system.

### 12. Returnable Packaging

Pallets and packing material will be charged extra, part of which will be credited if returned carriage paid to us in a reusable clean and dry condition within six months. Returns made by direct arrangement with our factory will be without additional carriage charge.

### 13. Originals

We accept no responsibility whatsoever for artwork or wording, in whatever language, provided by you. Designs, sketches, engineering drawings, proofs etc originated by us are submitted in confidence and unless otherwise agreed in writing the copyright in them will remain ours. We have no responsibility for errors of any nature in the proofs approved by you.

13.1 Unless specifically agreed tools, dies, printing plates, negatives, blocks and engravings provided by us remain our property whether or not a charge is made towards their cost.

### 14. Liability

The rights conferred by these conditions shall so far as legally possible replace and exclude all common law, statutory or other warranties or conditions whether express or implied. Save as specifically mentioned above we have no liability whether in tort or contract or otherwise for any direct or indirect loss, damage or injury, however arising.

### 15. Law

The Sale Conditions is governed by and interpreted in accordance with Turkish law. Any claim or dispute arising under or relating to the Sale Conditions shall be referred to and finally resolved by Istanbul Central (Çağlayan) Courts.