



Elif Plastik Ambalaj San. ve Tic. A.Ş.
Orhangazi Mahallesi 1652 Sokak No:2
Esenyurt, 34538 İstanbul
T : 0212 622 06 22
F : 0212 622 06 62
www.elif.com

ELİF PLASTİK AMBALAJ SANAYİ VE TİCARET A.Ş.

DELIVERY TERMS

January 3, 2011

Version 1.1

These Delivery Terms (“Terms”) are an integral part of the business transaction by and between Elif Plastik Ambalaj Sanayi ve Ticaret A.Ş. (“Elif”) and the Seller.

1. Definitions

The terms defined in this clause shall have the meanings given to them below and shall be taken into consideration together with other terms defined in this Terms

Business Day : means the days banks are open in the Republic of Turkey.

Goods : means products/materials/equipment to be provided by the Seller in accordance with business relation by and between the Parties.

Seller : means the party providing the agreed goods to Elif.

Party : means separately Elif and the Seller

Parties : means collectively Elif and the Seller.

Tax : means the tax, fees, levies and other similar obligations to be paid by each Party in regards of the legislation they are subjected to.

Incoterms : means Incoterms 2010

1.1. INTERPRETATION

Unless otherwise stated in this Terms;

- i. The references to the Parties shall include their successors.
- ii. The references to the articles or schedules shall be deemed as to be referred to the articles and schedules of this Agreement. The headings are excluded in the interpretation of articles.
- iii. This Agreement is composed entirely with its schedules and each schedule shall be deemed an integral part hereof.
- iv. References to any legislation or regulation shall be construed as the same from time to time amended, varied or supplemented or replaced.
- v. The Words defined in this Agreement denoting the singular number shall include the plural and vice versa.
- vi. References made by the words “include”, “including” or as such other words shall be construed “without limitation”.

2. RESPONSIBILITIES OF THE SELLER

The Seller hereby agrees the terms below;

- 2.1. All goods provided by Seller shall be in good condition, without any defect and third party claims,
- 2.2. The vehicles transporting the goods should be in good condition, having adequate conditioning, clean and clear from all dirt, grease, oil and dust.
- 2.3. The Seller hereby agrees to inform Elif, minimum 24 hours before the delivery regarding the details of transportation company, plate numbers of trucks and the names of the drivers.
- 2.4. The Goods shall be delivered to Elif on Incoterms 2010 DAP or where agreed by parties the delivery can be Incoterms 2010 DAT of Incoterms 2010 DDP delivery rules. The Seller hereby agrees that until the delivery and acceptance of the Goods, the title and risk of the Goods shall be remained on the Seller. The Goods shall be delivered to Elif facility in İstanbul Esenyurt.
- 2.5. The Seller shall be responsible to have adequate insurance for the Goods, as the Seller shall be responsible for all harms might be given until the delivery. The insurance amount shall be included to sales price and the Seller shall not claim for additional payment for insurance.
- 2.6. The Parties hereby Agree that Elif has a right to not to accept the defected Goods. The Seller shall be obliged to re-take the Goods from Elif upon its first written request for hidden defects.
- 2.7. The Seller hereby agrees that the Goods should meet all requirements and standards of Elif agreed by and between Parties.

- 2.8. The delivery of the Goods shall be on Business Days between 08:00 am to 17:00 pm.
- 2.9. The Seller shall inform Elif 24 hours before the delivery of the Goods. Any delay or possible delay should be notified to Elif.

3. MISCALENOUS

- 3.1. This Terms are and integral part of the Order Form of Elif. As of the acceptance or signing of Order Form the Seller accepts that it has also agrees the terms stated in this Terms.
- 3.2. The Parties agree that the Seller shall not transfer its rights and obligations to any 3rd Party without the consent of Elif.
- 3.3. Any communication to be made by Parties shall be in writing and may be made by letter (sent through registered mail or private courier), facsimile and e-mail.
- 3.4. These Delivery Terms are subjected to the laws of Switzerland and the Parties agreed on arbitration for the resolution of disputes. The ICC arbitration rules shall prevail, the language shall be English and the arbitrations shall take place in Zurich/Switzerland.
- 3.5. Elif may time to time amend these terms with stating the new version number and date in its web site and such amendments shall be valid upon its announcement.