



HELM KİMYA LTD. ŞTİ.

Büyükdere Caddesi 108 Enka Han Kat 5
34395 Esentepe – İstanbul
Telefon: 0090 212 336 68 50

General Sales Conditions

1. PARTIES / OBJECT

The terms and condition are set forth herein are agreed between HELM Kimya Ltd. Şti. with registered office at Büyükdere Caddesi 108, Enka Han Kat 5, 34394 Esentepe/İstanbul, Turkey (“SELLER”) and any person or legal entity acquiring goods from SELLER (“BUYER”).

2. ACCEPTANCE

All communications made by SELLER are invitations to treat only. Prices and availability of materials are subject to change. Purchase orders received from BUYER shall not be binding on SELLER until formal acceptance is sent by SELLER to BUYER. SELLER’s acceptance of BUYER’s order is expressly made conditional on BUYER’s assent to the terms and conditions set forth herein, notwithstanding the provisions contained in any purchase order, acknowledgement, acceptance or other document of BUYER. Each delivery of the goods by SELLER will be deemed to be solely upon the terms and conditions of this document; provided, however, that any conflicting provisions of a separate written contract or a written amendment to this document.

3. TERMS AND CONDITION

SELLER’s contracts are exclusively governed by the terms and conditions stated in the sales confirmations and by these General Sales Conditions.
Latest version of INCO-TERMS to apply if not agreed otherwise.
Terms and condition of SELLER’s contracts are subject to adjustments in case underlying laws or customs-regulations in Turkey might necessitate to do so.
We herewith expressly object to General Purchase Conditions of our BUYER.

4. PAYMENT

The purchase price is payable without any deduction upon due date: set-off or retention are excluded.
In case of delayed payment BUYER has to pay interest from day of maturity to definite receipt of payment at a rate of one (1) percentage points per month above the Turkish Central Bank basic interest rate.
In case of reasonable doubts concerning BUYER’s ability to pay and particularly if default of payment has already occurred, SELLER is entitled – without prejudice to any other rights – to revoke credit terms granted and to demand payment in advance or sufficient collateral.

5. PROPERTY TILL FULL PAYMENT

The delivered goods shall remain our property until all current and future outstanding debts due to us have been paid in full.

6. DELIVERY OF THE GOODS

SELLER is entitled to perform delivery in partlots.
In case of delay of delivery, BUYER is obliged to grant a reasonable period of grace.

7. INSPECTION AND LIMITATION ON LIABILITY

BUYER has to inspect goods promptly after delivery and to give immediate notice of eventual defects, false deliveries or variation in quantity.

Delivered goods are deemed accepted if no written complaint is made or if goods have been used, processed, consumed or mingled.

Any other claims of BUYER for whatsoever reason are excluded.

In case of justified and timely complaints SELLER - in his choice – will wholly or partly replace the claimed goods or refund in total or partly the purchase price.

SELLER's and BUYER's liability for damages under the contract is limited to direct damages only and neither party shall be liable for specific performance, lost profits or other business interruption damages, loss of use of service or capital, hedging cost and/or losses or expenses incurred from closing out any hedges, or claims of customer of the other party, or special, consequential, punitive, exemplary or indirect damages in tort, contract or otherwise, of any kind, arising out of or in any way connected with the performance, the suspension of performance, the failure to perform or the termination of the contract.

The filing of a complaint or any other claim does not release the BUYER from his obligation of payment.

8. PATENTS AND SPECIFICATION

SELLER does not warrant or guarantee that the product is free from patents or other protective rights of third parties.

Technical and chemical specifications of the product are no warranty for a particular applicability and do not release BUYER from analysing and testing.

9. DAMAGES

Claims for damages are only permissible against us, if we acted at least with gross negligence. Consequential damages are excluded.

In any case our responsibility for damages is limited to the purchase price for that part for which our delivery was delayed, unperformed resp. defective.

10. FORCE MAJEURE

Cases of Force Majeure which discharge SELLER's suppliers from their delivery obligation shall automatically discharge SELLER from its delivery obligation towards the BUYER.

11. CONFIDENTIALLY

a. BUYER undertakes at all times to treat on a confidential basis (i) the information with respect to SELLER, to its activity, shareholders, directors, workers or any persons thereto connected, which has been obtained by virtue of the terms and conditions of sale set forth herein; (ii) any documents issued or exchanged between SELLER and BUYER; (iii) the existence and content of these terms and conditions of sale; and (iv) all past and future discussions and negotiations between SELLER and BUYER.

b. The obligation set forth in clause 12 a.) above extends to all members of staff, employees, officers, agents or consultants of BUYER, regardless of their actual relationship, being the BUYER responsible for compensating SELLER of any damages caused to SELLER, to its shareholders, directors, worker or any persons thereto connected.

c. Confidential information is subject to appropriate disclosure to a Court or regulatory authorities if and when and to the extent deemed necessary (i) as required by law or the rules of any securities exchange; or (ii) to the appropriate defense of a party rights or interest hereunder, which may be applicable; or (iii) if duly authorized in written by SELLER; or (iv) to the extent that the information has been made public (other than where such information becomes publicly known as a result of a breach of any obligation of confidentiality).

12. NOTICES

Any notices or communications sent by BUYER to SELLER will only be valid and binding if sent to the address of the SELLER set out in clause 1. above and in fact received by it.

13. APPLICABLE LAW AND JURISDICTION

Place of jurisdiction is Istanbul. The law of Republic of Turkey applies.
The United Nations Conventions on Contracts for the International Sale of Goods shall not apply.

14. SEVERABILITY

If a provision of these foregoing General Terms and Conditions is or becomes legally invalid, the validity of the remainder of the provisions shall not be affected thereby.



Istanbul, 01.08.2014
Matthias Diwald (General Manager)