

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - The seller is not bound by the terms and conditions of purchase mentioned in letters or any other documents of his buyers. The signing and returning of order forms by the seller shall be regarded solely as confirmation of receipt of the order form for the seller, and does not imply acceptance of his buyers' terms and conditions of purchase.

When placing an order, every buyer acknowledges that he has acquainted himself with the seller's terms and conditions of sale and accepts these terms and conditions of sale, to the exclusion of his own stated terms and conditions.

Article 2 - The quality of the goods shall comply with the applicable Turkish standards.

Article 3 - The seller shall only be bound by any commitments made by his representatives or himself when said commitments have been confirmed in writing.

Article 4 - In the framework of this contract, force majeure in respect of the seller shall be understood to mean: machine breakdown, lack of motive power or energy, strike, lock-out, fire, flood and any impeding cause beyond the seller's control.

Should the force majeure only impede implementation of the agreement temporarily, the agreement shall be deemed to be suspended until the situation of force majeure has ceased to exist.

Should the force majeure make it definitively impossible for the agreement to be implemented or cause it to be suspended for more than one month, the seller may consider the agreement to be null and void ipso jure.

The seller shall inform the buyer of the force majeure and its consequences as soon as possible.

Force majeure may not give rise to compensation of any kind whatsoever, under any circumstances.

Article 5 - Specifications and price quotations made by the seller are based, inter alia, on the currently applicable values of raw materials, salaries, the parities of the currency in which the raw materials are quoted, energy prices, replacement of missing raw materials by other raw materials further to changes in purchasing sources for reasons beyond the seller's control, and parity of the currency in which the selling price is expressed. Should these values change, the seller reserves the right to adjust the prices accordingly.

Article 6 - Unless stipulated otherwise, the goods are sold ex works. The transportation and sale conditions of overseas sales shall comply with the applicable Incoterms 2010. And Incoterms 2011-"Chart of Responsibilities". Goods are always transported at the buyer's risk, even if the goods are sold free to place of destination.

Article 7 - The seller is obliged to keep to the delivery times as closely as possible.

Delays to deliveries do not entitle the buyer to claim any compensation or call for the annulment of the agreement.

Article 8 - All goods that cannot be delivered within the agreed lead times due to circumstances attributable to the buyer, shall be stored at the latter's risk. The storage costs shall amount to 4% of the selling price of the goods per month, starting from the first day of storage. Each month started shall be charged as a full month. Furthermore, the seller reserves the right to place these goods in a warehouse, at the buyer's expense, when a simple notification has been sent by registered post and the buyer has failed to act upon this within eight days of the date of dispatch.

Should the buyer fail to collect the goods within one month after the date for collection of the goods - of which he has been notified - has passed, the seller reserves the right to consider the agreement to be null and void, ipso jure, without any prior notice of default. The buyer shall then be liable for payment not only of the storage costs but also of damages amounting to 20% of the value of the order, by way of fixed compensation for loss of profit. However, the seller may also claim payment of the storage costs and implementation of the contract of sale, as he sees fit.

Article 9 - Unless otherwise specified, all payments should be made in the currency in which the invoice is made, at the latest 30 calendar days after the invoice date (this is the due date), without any discount. In the event of non-payment by the due date, the seller shall be entitled, ipso jure and without notice of default, to payment of monthly interest at the LIBOR reference increased by %3 interest rate.

Furthermore, the buyer shall have to pay the legal costs and all relevant collection costs.

In the event of non-payment by the due date, the seller reserves the right to increase the invoice amount by 10%, subject to a minimum of EUR 250. Costs associated with outstanding bills or cheques as well as all other collection costs shall not be included in this fixed compensation and shall be charged to the buyer separately.

When the buyer neglects to fulfil his obligations, the sale may be dissolved ipso jure and without notice of default, without prejudice to the seller's rights to any compensation and interest. The seller's expression of his will to this end by registered post shall suffice for this.

The drawing and/or acceptance of bills or other negotiable instruments shall not imply novation and does not constitute a departure from the terms and conditions of sale.

Article 10 - If the seller's faith in the buyer's creditworthiness is shaken by actions of judicial enforcement against the buyer and/or other demonstrable events that cloud confidence in the correct fulfilment of the obligations entered into by the buyer and/or make this impossible, the seller reserves the right, even if all or some of the goods have already been shipped, to suspend the entire order or a part thereof and to demand suitable guarantees from the buyer. Should the buyer refuse to agree to do so, the seller reserves the right to cancel the entire order or a part thereof. All the above shall be notwithstanding the seller's rights to any compensation and interest.

Article 11 - Should an order be carried out in partial deliveries, each partial delivery shall be considered as a separate transaction, with all the legal consequences associated therewith.

Article 12 - Pallet costs shall be passed on to the buyer.

Article 13 - The following tolerances, up or down, shall be permitted for the quantities ordered:
up to 500 pcs: 50%
between 501 and 1,000 pcs: 20%
between 1,001 and 5,000 pcs: 15%
over 5,000 pcs: 10%

These quantities are applicable per format, per printing, per quality, per model, per processing and per delivery.

Article 14 - A 3-mm tolerance, up or down, for each dimension is permitted. This tolerance is permitted even after a model has been approved.

Article 15 - Due to automation of the seller's production processes, it is technically inevitable that a number of bad copies will be produced. A tolerance of at least 1% per shipment is permitted for this.

Article 16 (*) - The colour uniformity of the paper used is not guaranteed. Furthermore, a tolerance of +8% on the weight in grams of the components originally foreseen is permitted.

Article 17 (*) - The colour conformity of the printing inks used by the seller cannot be guaranteed. Minor deviations in font or printing must be accepted.

Article 18 (*) - When the seller gives advice concerning quality, shapes, dimensions, etc., he does so to the best of his knowledge. However, the buyer may not claim any damages whatsoever from the seller in respect of said advice.

Article 19 (*) - Every assignment carried out by the seller for the buyer is effected at the buyer's own risk, and the buyer shall be solely responsible vis-à-vis the seller and vis-à-vis third parties, in the event of prosecution for imitation of patented packaging.

The buyer remains solely liable and should safeguard the seller vis-à-vis third parties against any liability, loss or expense related to any alleged violations of patents,

brands, drawings and models and other intellectual property rights, that result from the buyer's order and instructions.

Article 20 - Through the signing - by his agent - of the advice of dispatch, the buyer declares that he is in agreement with the conformity of all visible elements of the delivery.

Complaints concerning the quality or conformity of the delivered goods should be brought to the seller's attention as soon as possible, and must certainly be confirmed in writing by the buyer no later than two (2) days after receipt of the goods.

Unless the defect of the commodity is understood precisely, the buyer should make the commodity analyze/examine. If the defect of the commodity is understood in consequence of the examination the buyer should inform the seller of the defect in eight (8) days in writing after receipt of the goods.

Defects in a partial delivery do not entitle the buyer to refuse the entire shipment. Goods may only be returned when the seller has approved this.

When the seller acknowledges that the complaint is well founded, he shall undertake at most, and subject to his own choice, either to replace the part of the shipment to which the complaint refers (and to do so within his normal delivery time), or to repay the contractually agreed price of the disputed goods, to the exclusion of any compensation and repayment of any costs or fees whatsoever. Whatever the consequences of the faulty delivery may be, it shall never give entitlement for a claim for compensation to be made.

Article 21 - These general terms and conditions of sale exist in Dutch, French, English, German and Turkish versions. In the event of a dispute, the Turkish text shall take precedence in respect of any problems of interpretation. A copy of the Dutch text can be obtained upon simple request.

Article 22 - The establishment, validity, implementation and interpretation of this agreement is subject to Turkish Law. In the event of a dispute, the courts of the locality where the seller's registered office is established shall be solely competent to take cognisance of all disputes that may arise in relation to the contracts in question. The seller shall nonetheless reserve the right to bring any dispute with the buyer before the courts of the buyer's place of residence.

The Courts and Enforcement Offices of Bursa will be authorized regarding any sort of disputes arising from this relationship.