

## Terms and Conditions of Sale

**Newtone Gas Springs®** is a registered trademark of Avie Dış Ticaret Sanayi ve Ltd Şti is hereinafter referred to as “Newtone”. This document consists of 3 pages in total. The entity or person to which Newtone is selling products (collectively “Products”), or services (Services), or goods, products, services, and estimated shipping fees (collectively “Goods”) is referred to as “Buyer”. These Terms and Conditions supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Newtone and Buyer. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding on Newtone unless made in writing and signed on its behalf by a duly authorized representative of Newtone. These terms and conditions take precedence over 's terms and conditions (if any), to which notice of rejection is hereby given.

**Order Acceptance., Entire Agreement:** Buyer acknowledges that no order shall be deemed accepted until acknowledged in writing (fax or Email) by Newtone. Buyer acknowledges these terms and conditions shall be governed by the laws of the Turkish Republic, and not the United Nations Convention on the Sale of Goods. In accordance, the parties submit to the venue and laws of the state and courts of Istanbul.

**Payment Terms:** Unless otherwise agreed in writing, payment terms are prepayment for Goods in US Dollars, Euros before shipment. Orders for custom Goods require 50% prepayment at the time of order acceptance, the balance before shipment. If Buyer fails to make payment when products are ready for shipment, Newtone will defer shipment until payment is made, or may cancel all or any portion of the unshipped order, the prepayment forfeited by Buyer.

**Shipping Charges:** Prices quoted are EXW. If FOB freight prepaid and added to destination specified in the order, carrier of Newtone choice. Receipts for shipping will not be furnished. Title and risk of loss passes to the Buyer upon tender of shipment to the carrier. If product is damaged in transit, Buyer must file a claim with the carrier. If Goods are to be carrier insured, Buyer's order must stipulate.

**Sales tax:** Buyer is responsible for payment of all applicable state and local taxes based on the state or local where the Products are shipped.

**Account Credit Balance:** Buyer acknowledges that any credit balance(s) must be settled within two (2) years, such balance(s) can only be accessed by placing a new order. Credit balance(s) remaining after two (2) years will be subject to forfeiture if no other written arrangements are made; Newtone shall have no further liability.

**Warranty disclaimer and Liability Limitation:** Newtone makes reasonable efforts to accurately describe products in its drawings, catalogs, and website. Descriptions used are for the sole purpose of product identification and do not express or imply a warranty or affirmation of fact, of any kind. Newtone expressly disclaims any liability related to product misuse, improper product selection, product recommendation, or product misapplication. Newtone disclaims any liability for product defect claims that are due to product misuse, improper product selection or misapplication, and any description does not express or imply a warranty that the products are merchantable or fit for a particular purpose. Any liability for consequential, incidental, special, exemplary or punitive damages is expressly disclaimed. Newtone's liability in all events shall not exceed the purchase price paid for the product sold that gives rise to such liability.

**Limited warranty:** All Products sold are warranted by Newtone to companies (equipment manufacturing and for use in business or resale) against defects in workmanship or materials under normal use for two years after date of shipment. Repair / Replacement by Newtone will be the Buyer's sole and exclusive remedy.

**Force Majeure:** Newtone will not be liable for any delay or impairment of performance resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of Newtone in the conduct of its business.

**Product Repair / Replacement:** Newtone will make a good faith effort for prompt correction or other adjustment for defective product within the warranty period. Prior to returning any product to Newtone an RMA-batch-lot number must be issued by Newtone. Products are to be returned to Newtone shipping costs prepaid.

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**Product Suitability:** Jurisdictions have codes and regulations governing construction, installation, and or use of products for certain purposes. Newtone does not guarantee compliance with the codes and regulations in the Buyer's area. Before purchase and use of a product it is the Buyer's responsibility to comply with jurisdictional codes and regulations.

**No Warranties to Consumers:** Newtone makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act or any European trade commission's.

**Cancellation:** Any order cancellation must be submitted in writing within three (3) days after the purchasing date and approved by Newtone. Cancellations may be subject to a cancellation charge.

**Modification of Terms:** Newtone' acceptance of any order is subject to Buyer's assent to all the terms and conditions set forth herein. Buyer's assent to these terms and conditions shall be presumed by " Buyer's receipt of Newtone' acknowledgment, or from Buyer's acceptance of all or any part of the Goods ordered. No modification of terms and conditions of other than Newtone's terms and conditions shall be binding upon Newtone. No additions or modifications of Newtone' terms and conditions by shall be binding upon Newtone, unless agreed to in writing by an authorized representative of Newtone. If a purchase order or other correspondence submitted by Buyer contains terms or conditions contrary or in addition to the terms and conditions contained herein or in Newtone' acknowledgment, Newtone' fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by Buyer, and will not constitute a waiver by Newtone of any of the terms and conditions contained herein or in Newtone' acknowledgment.

**Waiver, Choice of Law and Third Party:** The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non performance of any such term or condition by the other party. All transactions shall be governed by the laws of the Turkish Republic, Istanbul and venue shall be in the Istanbul. The provisions stated are for the sole benefit of the parties hereto and confer no rights, benefits or claims upon any person or entity not a party hereto.

**Severability:** If any portion of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these terms and conditions, and the remaining terms and conditions shall be valid and fully enforceable as written.

**ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT Shipping Charges and Freight Policy: All Newtone export orders are shipped under INCOTERMS® 2010 rules as defined by the International Chamber of Commerce. Unless otherwise stated and agreed, default shipping term is EXWorFCA, Newtone shipping location, excluding export customs clearance. Buyer shall be responsible for obtaining insurance. At Newtone' option, this freight policy may be subject to special terms and conditions for certain export orders. Title and risk of loss for products shall transfer at the delivery point as determined by the applicable INCOTERMS being utilized for the export sale. Drop-shipment made from foreign countries to a foreign destination 'All costs, Duties, obligations and responsibilities are for the account of the buyer.**

**Export Controls and Related Regulations:** Buyer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Buyer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

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**Foreign Principal Party in Interest; Freight Forwarder and Documentation:** It is specifically agreed that Buyer shall be the foreign principal party in interest and/or that its freight forwarder shall act as buyer's agent in such capacity for purposes of the Foreign Trade Regulations or other regulatory purposes, and Buyer and its freight forwarder are responsible for all routed export transactions documentation, including but not limited to the filing of the required Electronic Export Information/Automated Export System records. At Newtone' request, Buyer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Buyer or its freight forwarder related to sales to Buyer by Newtone.

**Permits, Export, and Import Licenses:** Buyer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations or other applicable laws or regulations.

**Governing Law; Limitations:** The rights and obligations of the parties under these terms and conditions shall not be governed by the provisions of the 1980 United Nations Convention of Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods. Rather, these terms and conditions shall be governed by the laws of Istanbul, Türkiye, including its provisions of the Uniform Commercial Code, but excluding its conflict of law rules. Notwithstanding the foregoing, any legal action by Buyer with respect to any transaction must be commenced within one (1) year after the cause of action has arisen.

