

POLEN UN VE GIDA KATKI MADDELERİ SANAYİ VE TİCARET ANONİM ŞİRKETİ

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale shall apply to all offers, orders, order confirmations, sales of goods, deliveries and the related dispatch notes, invoices and all other commercial documents relating to sales made by Polen Un ve Gıda Katkı Maddeleri Sanayi ve Ticaret Anonim Şirketi ("**Polen**") to the customer/buyer (the "**Buyer**"). The Buyer irrevocably represents and declares that these General Terms and Conditions of Sale have been provided to it, that it has had the opportunity to review their contents, and that, by placing or confirming an order, taking delivery of the goods, making a payment and/or carrying out any transaction within the scope of the sales relationship, it accepts and agrees to be bound by these General Terms and Conditions of Sale.

The Buyer agrees and undertakes to comply with the "Code of Conduct for Business Partners" published on Polen's website (<https://polengida.com/>), which forms an integral part of these General Terms and Conditions of Sale.

1. The Buyer's own general terms and conditions of purchase or any similar standard terms shall not apply unless expressly accepted in writing by Polen, even if they are referred to in orders, correspondence or other documents, and no provision that conflicts with or amends these General Terms and Conditions of Sale shall be binding upon Polen.
2. Where any provisions that differ from these General Terms and Conditions of Sale are set out in special terms issued by Polen or agreed in writing between the Parties, or in any offer, order form, order confirmation, price list or similar document, the relevant special provisions shall apply solely with respect to the matters expressly addressed in such documents. These General Terms and Conditions of Sale shall apply to all matters not specifically addressed therein.
3. Orders submitted by the Buyer shall not be binding upon Polen unless accepted by Polen in writing. Polen shall be entitled, on the grounds of stock availability, production capacity, availability of raw materials, payment risk or other reasonable grounds, to reject an order in whole or in part, suspend it, make a partial delivery or postpone delivery.
4. Orders placed by the Buyer may not be cancelled or amended without Polen's prior written approval. If an order is cancelled or amended by the Buyer, the Buyer shall bear all losses, costs and expenses incurred by Polen as a result, including production, packaging, raw material, transportation and other expenses.
5. Unless otherwise agreed in writing, prices are exclusive of VAT, taxes and other charges. All taxes, duties, levies, insurance, collection, banking and other costs relating to the sale shall be borne by the Buyer.
6. Polen reserves the right to adjust the prices of orders not yet delivered to reflect increases in costs, including the costs of raw materials, packaging, energy, labour costs or other costs.
7. The payment due date shall be specified on the invoice. Where no payment due date is specified, payment shall become due on the invoice date. Payments shall be made in full to the bank account notified by Polen, without any deduction. The Buyer shall pay all amounts owed to Polen without asserting any deduction, set-off, right of retention or counterclaim. No objection, complaint or claim by the Buyer shall discharge or defer its payment obligation.
8. If the Buyer fails to discharge any payment obligation when due, the Buyer shall be in default without any further notice being required. In such case, Polen shall be entitled to charge the highest default interest rate applicable to commercial transactions on all overdue amounts.
9. If the Buyer is in default, Polen shall be entitled to suspend ongoing orders, refuse to accept new orders, stop deliveries, require advance payment or additional security, and declare all amounts owed by the Buyer that have not yet fallen due to be immediately due and payable.
10. Unless otherwise agreed in writing, delivery shall be deemed completed when the goods are delivered to the Buyer and the Buyer's authorised representative at Polen's warehouse or at the delivery point designated by Polen. The risks of damage, loss, destruction, transportation and delay in relation to the goods shall pass to the Buyer upon delivery.

- 11.** Delivery times are estimates and shall not be binding unless guaranteed by Polen in writing. Any delay in delivery shall not entitle the Buyer to cancel the order, reject the goods, withhold payment, exercise any right of set-off or claim damages. Polen may fulfil orders by way of partial deliveries, and each partial delivery may be invoiced separately.
- 12.** Upon taking delivery of the goods, the Buyer shall inspect them as to quantity, packaging, visible damage, product type, quality, delivery documents and conformity with the order. Any objection concerning a short delivery, incorrect goods, visible damage, damaged packaging or any other apparent defect must be notified to Polen in writing no later than 2 (two) business days after the delivery date. Any objection concerning a latent defect that could not reasonably have been detected upon delivery must be notified to Polen in writing no later than 5 (five) business days after the defect is discovered. A notice of defect must include information clearly describing the nature and extent of the defect and, to the extent possible, supporting documents and images. If due written notice is not given within the applicable period, the goods shall be deemed to have been received in full, intact, free from defects and in conformity with the order, and the Buyer may not raise any objection or claim in respect thereof. Without Polen's prior written approval, the Buyer may not return, destroy, replace, process or transfer to any third party any goods alleged to be defective. The Buyer shall provide Polen with an opportunity to inspect the goods. Otherwise, the Buyer shall forfeit its right to rely on the relevant alleged defect.
- 13.** Goods may not be returned without Polen's prior written approval. Goods that have been opened or used, have damaged packaging or altered labels, have not been stored or transported under appropriate conditions, or have been damaged due to the Buyer's fault or negligence or any cause within the Buyer's control shall not be accepted for return. Even where Polen grants written approval for a return, all transportation, insurance, loading and unloading, storage and other costs and risks relating to the return shall be borne by the Buyer. Polen's acceptance of a return shall not constitute an admission by Polen of any defect, fault or liability.
- 14.** The Buyer must notify Polen in writing of any objection to an invoice no later than 8 (eight) days after the invoice date. Any invoice not objected to in writing within that period shall be deemed accepted.
- 15.** Unless otherwise agreed in writing by the Parties, the risk of damage, destruction and deterioration of the goods shall pass to the Buyer upon delivery of the goods to the Buyer, the Buyer's representative or the carrier designated by the Buyer. The Buyer shall store, transport, preserve and use the goods in accordance with the conditions specified on the product labels, in the technical documentation, under applicable laws and regulations, or as notified by Polen. Polen shall not be liable for any damage, deterioration, defect, non-conformity or third-party claim arising from the storage, transportation, processing or use of the goods under inappropriate conditions or from their transfer to third parties.
- 16.** In respect of goods bearing an expiry date, the Buyer shall check the expiry dates of the goods delivered to it and shall preserve the goods in accordance with applicable laws and regulations, technical requirements and good storage and distribution practices. Polen shall have no liability if the Buyer fails to comply with the applicable storage, transportation, processing or use conditions.
- 17.** Polen shall be liable only for direct and proven losses caused by its own fault. Polen shall not be liable for any loss of profit, loss of business, loss of customers, loss of reputation, indirect or consequential losses, or third-party claims. In all cases, Polen's liability shall be limited to the price of the relevant order giving rise to the dispute.
- 18.** Any event occurring beyond Polen's reasonable control that could not reasonably have been foreseen or prevented, including natural disasters, earthquakes, fires, floods, epidemics, war, terrorism, strikes, lockouts, workforce loss, decisions of public authorities, import or export restrictions, customs procedures, disruptions affecting raw materials, packaging, energy or the supply chain, transportation delays, production breakdowns and other similar circumstances, shall constitute a force majeure event. In the event of force majeure, Polen's obligations shall be suspended for the duration of the force majeure event. Polen shall not be held liable for any delay or impossibility of performance arising from a force majeure event.

- 19.** If a force majeure event continues or renders performance commercially difficult, Polen shall be entitled to cancel the relevant order in whole or in part, postpone delivery or make a partial delivery. The Buyer may not assert any claim against Polen for compensation, a penalty or otherwise on this basis.
- 20.** The Buyer shall keep confidential all prices, discounts, commercial terms, customer information, product information, technical information and other commercial information belonging to Polen. The Buyer may not use Polen's trade name, trademarks, logos, product images or other intellectual property without Polen's prior written approval.
- 21.** Upon Polen's first written demand, the Buyer shall immediately indemnify Polen in cash for all damages, costs, losses, recall costs, penalties, administrative sanctions, third-party claims, legal proceedings, litigation costs, attorneys' fees and collection expenses incurred by Polen as a result of the Buyer's breach of these General Terms and Conditions of Sale, the relevant order, applicable laws and regulations, product labels or the applicable conditions for the use, storage or transportation of the products, or as a result of the Buyer's wrongful act or omission.
- 22.** All notices between the Parties shall be made in writing. Any notice sent to the address notified by the Buyer to Polen shall be deemed valid. Unless and until the Buyer notifies Polen in writing of any change of address, notices sent to the former address shall remain valid and effective.
- 23.** These General Terms and Conditions of Sale and all sales made by Polen shall be governed by Turkish law. The Istanbul Çağlayan (Central) Courts and Enforcement Offices shall have jurisdiction over any dispute arising from these General Terms and Conditions of Sale.
- 24.** If any provision of these General Terms and Conditions of Sale is invalid or unenforceable, the validity of the remaining provisions shall not be affected. Polen's failure or delay in exercising any right shall not constitute a waiver of that right or prevent Polen from exercising it at a later date.
