# Ünika's General Terms of Delivery (GTD)

**1. ORDER CANCELLATION:** If the Buyer cancels all or part of its Purchase Order, the Seller is entitled to charge the Buyer for financial losses based on the level of production progress, including but not limited to raw material costs, labor, and overheads incurred up to the date of cancellation.

**2. QUANTITY AND LENGTH TOLERANCE:** Unless otherwise expressly agreed in writing, a quantity and length tolerance of +/- 5% (five percent) per item and total order shall be permitted. The Seller shall invoice the Buyer based on the actual quantity/length delivered within this tolerance, and such delivery shall be deemed as full performance of the Order.

**3. NOTICE OF READINESS (NOR):** Upon completion of production, the Seller shall notify the Buyer via email that the Products are ready for shipment (the "Notice of Readiness" or "NOR"). This notification shall be accompanied by the final Packing List and Commercial Invoice.

**4. FAT / CERTIFICATION:** If a third-party pre-shipment inspection, Factory Acceptance Test (FAT), or Buyer's country-specific import certification is required, the Buyer agrees to arrange and complete such requirements within 15 days of the NOR. Any delays caused by the Buyer or its nominated inspection agencies shall not excuse the Buyer from its payment obligations.

**5. SHIPMENT AND STORAGE:** For orders with EXW, FCA, FAS, or FOB Incoterms, the Buyer shall fulfill its obligations (Payment, FAT, etc.), arrange transportation, and collect the Products within 20 days of the NOR. If the Products are not collected within this period, a storage fee of 0.1% of the Contract Price per week shall apply, up to a maximum of 80 days. Thereafter, the Seller may cancel the order and claim compensation for losses.

**6. DELIVERY AND TITLE:** Risk passes according to the agreed Incoterm. However, title to the Products shall remain vested in the Seller (Ünika Kablo) until the relevant invoice has been paid in full. The Buyer shall assist the Seller in any measures necessary to protect the Seller's title in the respective jurisdiction.

**7. PAYMENT:** The Buyer undertakes to make payment by the due date stated on the relevant invoice. Time is of the essence with respect to the Buyer's payment obligations. If payment is overdue by more than 15 days, the Buyer shall pay a late payment penalty of 0.4% of the overdue amount for each week of delay. If payment is overdue by more than 80 days, the Seller shall have the right to cancel the order and/or claim full compensation for its losses.

**8. SANCTIONS COMPLIANCE:** The Buyer hereby represents, warrants and undertakes that the Cables purchased under this Order shall not be used, resold, transferred, or re-exported, directly or indirectly, to any individual, entity, or destination that is subject to sanctions or trade restrictions imposed by the United States, the European Union, the United Kingdom, or any other applicable international authority, including but not limited to persons or entities listed on any applicable restricted or prohibited party lists. The Buyer shall be solely responsible for ensuring compliance with all applicable sanctions laws and regulations.

**9. WARRANTY:** The Seller warrants that the Products will conform to the agreed technical specifications and be free from defects in material and workmanship for 24 months from the date of shipment ("Warranty Period").
9.1. Claims must be notified in writing immediately upon discovery.
9.2. Seller's liability is strictly limited to the supply (free of charge) of replacement Products for the defective portions. Costs of removal, re-installation, or specialized testing are excluded.
9.3. This warranty excludes defects caused by normal wear and tear, negligence, lack of maintenance, improper installation, or failure to comply with Seller's storage conditions (available at: www.unika.com.tr/storage-conditions ).

**10. LIMITATION OF LIABILITY:** Notwithstanding any other provision, the Seller's total aggregate liability under or in connection with the Contract shall not exceed 50% of the total Purchase Order value. In no event shall the Seller be liable to the Buyer for any indirect, incidental, or consequential damages, including but not limited to loss of profit, loss of production, loss of use, or loss of business opportunity.

**11. FORCE MAJEURE:** Neither party shall be liable for failure to perform due to an extraordinary event beyond its control (e.g., acts of God, war, pandemic, raw material shortages). The affected party shall notify the other promptly. If Force Majeure continues for more than 180 days, the parties shall negotiate in good faith to amend or terminate the Order.

**12. DISPUTE RESOLUTION:** Any dispute arising out of or in connection with this Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules.
Seat of Arbitration: Geneva, Switzerland. Language of Arbitration: English.

**13. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**14. SEVERABILITY AND MISCELLANEOUS:**
14.1. If any provision is found invalid, it shall be modified to the minimum extent necessary to be enforceable, without affecting the remaining terms.
14.2. Any amendments to the Order Confirmation must be in writing and signed by both parties.
14.3. Neither party may assign its rights without written consent.
14.4. The parties shall maintain strict confidentiality regarding the commercial terms of the Order.