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 (or Proforma/Balance Invoice for advance payment orders).

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

5.1 For orders under EXW, FCA, FAS, or FOB Incoterms, the Buyer shall, at its own cost and responsibility, arrange transportation and collect (or nominate a carrier to collect) the Products within 20 days of the NOR (the "**Collection Period**"), regardless of whether the Buyer is on Advance Payment or open account terms, without prejudice to Clause 7.2.

5.2 If the Products are not collected within the Collection Period, the Seller may store the Products at its own premises or a third-party warehouse, entirely at the Buyer's risk and expense. A storage fee of 0.1% of the Contract Price per week (or part thereof) shall apply from expiry of the Collection Period, up to a maximum of 80 days, in addition to any actual insurance, handling, and warehousing costs incurred by the Seller, which shall be reimbursed by the Buyer upon demand.

5.3 Notwithstanding the risk allocation under the applicable Incoterms rule, and regardless of whether the Products have been physically collected, formally delivered to a carrier, or loaded, risk of loss, damage, or deterioration of the Products shall pass to the Buyer upon expiry of the Collection Period, unless such Period has been extended in writing by the Seller.

5.4 If the Products remain uncollected beyond 80 days from the NOR, the Seller may, at its sole discretion and without further notice, (i) cancel the Order in whole or in part and claim compensation pursuant to Clause 1, and/or (ii) sell or otherwise dispose of the Products to a third party, applying the proceeds first against any amounts owed by the Buyer, and refunding any surplus without interest — the Buyer remaining liable for any shortfall.

5.5 Without prejudice to Clause 5.4, the Seller shall be entitled to set off any compensation, penalty, or cost due under this Agreement against any Advance Payment or other sums received from the Buyer, and shall refund any surplus without interest.

6. DELIVERY AND TITLE

Subject to Clause 5.3, 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

7.1 The Buyer undertakes to make payment by the due date stated on the relevant invoice or Purchase Order, as applicable, in full and without any set-off, counterclaim, or deduction (including for withholding taxes), with all bank and transfer charges to be borne by the Buyer. Time is of the essence with respect to the Buyer's payment obligations.

7.2 Advance Payment Orders: Where the Purchase Order requires payment, in whole or in part, prior to production and/or shipment ("**Advance Payment**"), the Seller shall not be obliged to commence or continue production, issue the Notice of Readiness, or ship the Products until the applicable Advance Payment has been received in full in the Seller's designated bank account, net of all bank and transfer charges, which shall be borne by the Buyer. Any delay in the receipt of the Advance Payment shall automatically extend the agreed production and delivery schedule by a corresponding number of days, without any liability whatsoever to the Seller.

7.3 If the Advance Payment is delayed by more than 15 days from the Proforma Invoice date, the Buyer shall pay a late payment penalty of 0.4% of the outstanding Advance Payment amount for each week of delay, which penalty shall continue to accrue until payment is received in full or the Order is cancelled, whichever is earlier. If such delay exceeds 80 days, the Seller shall have the right to cancel the Order in whole or in part and claim full compensation for its losses pursuant to Clause 1.

7.4 For balances payable after shipment or on open account terms, 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, which penalty shall continue to accrue until payment is received in full or the Order is cancelled, whichever is earlier. 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.

7.5 Prices stated in the Proforma Invoice shall remain valid for 7 days from its issue date; if the Advance Payment is not received within this period and the applicable copper/aluminum price index rises in the interim, the Seller reserves the right to revise the Contract Price accordingly prior to commencing production.

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.