

Novacorda

General Terms of Sale and Delivery
Between Producer and Purchaser (e.g. distributors)

Production Site - Hardtail Bridges
Novacorda Guitars
Perpa Ticaret Merkezi
Blok B, 2018
Istanbul, Turkey

Effective from: 1st January 2014

§ 1 Field of Application

1. These General Terms of Sale and Delivery are only valid for enterprises, corporate bodies under public law and special funds under public law. Opposing or differing terms of sales and delivery are only accepted with an explicit written consent by us.
2. These General Terms of Sale and Delivery are also valid for all future deals between the producer and the purchaser provided that the legal transactions are related.
3. The language of contract is English.

§ 2 Quotation and Completion of Contract

Quotations will be issued within two weeks after request. Novacorda Guitars will inform the purchaser about the approximate delivery period which can vary according to the quantity ordered. To finalize the completion of contract, the purchaser shall send back the signed quotation within seven (7) days after receiving the quotation. Ways of sending the signed quotation shall be Email (Scan).

The contractor in case of a formation of contract is:

Novacorda Guitars

Mete Cem Kuzu

Perpa Ticaret Merkezi, Blok B, 2018

34384 Istanbul, Turkey

info@novacorda.com

§ 3 Documents Provided

All documents of the producer, such as calculations, drawings, and pictures etc., which have been handed over before or after placing the order shall remain the property of the producer and are subject of rights of authorship or copyrights held by the producer. The documents are for the own purposes of the purchaser and shall not be made available to third parties without the company's prior approval.

If both parties did not enter into a contract within the stated period of § 2, the documents shall be sent back by the purchaser.

§ 4 Prices, Payment and Financing

1. Unless an agreement between the parties specifies the contrary, our prices are valid ex works plus carriage, postage, insurance and statutory VAT if applicable. Costs of transport and insurance will be stated on the invoice separately. Costs for import duty in the country of importation cannot be stated by Novacorda Guitars and reside with the purchaser.
2. The Turkish VAT (called KDV) does not have to be paid for exports; therefore, KDV will not be stated on the invoice for purchasers in countries other than Turkey. The KDV will be stated on the invoice for all orders from purchasers from Turkey.

3. Payment of deposits or/and invoice amount can be made via bank transfer to the Turkish bank account of the company or via Paypal. All (bank) charges are the responsibility of the purchaser.
In the case the purchaser would like to pay via Paypal, Novacorda Guitars will send a link to the Paypal-Website via Email.
The bank account details of Novacorda Guitars will be stated on the quotation and invoice.
4. Novacorda Guitars may ask all purchasers for a deposit of 25 % of the invoice amount for the first orders. The deposit shall be transferred within 14 days after confirming the order by signing the quotation. The remaining amount shall be transferred to Novacorda Guitars before the goods will be delivered. We will inform you in due time when the order is ready to leave our plant in Istanbul. The goods are ready for shipping up to three (3) working days after the payment has been credited to the Novacorda Guitars account.
5. The default interest rate shall be 8% above the respective base rate p.a. We reserve the right to assert claims for higher damages caused by delay.
6. All purchasers who transfer the invoice amount completely within 14 days after signing the quotation are granted with a cash-back discount of 2.5 %. This discount can be deducted independently from the overall payment prior to the transfer of the invoice amount. Please note that despite prompt and complete payment the production of goods can take longer. The approximate delivery period is stated in the quotation.
7. A loan by Novacorda Guitars cannot be granted.

§ 5 Set-Off and the Right to Retention

The purchaser shall have the right of set-off only where his counterclaims have been judicially determined or are undisputed. The ordering party is only entitled to exercise a right to retention if the counterclaim is based on the same contractual relationship.

§ 6 Delivery and Delivery Times

1. The goods will be delivered according to our customers' preference. The costs of delivery and the insurance of the goods will be stated on the invoice. We will duly inform you about the costs beforehand.
2. The commencement of the delivery period specified by us is dependent on the purchaser's fulfillment of its obligations in a timely and proper manner. The objection of a non fulfilled contract remains reserved.
3. If the purchaser fails to accept the goods or if he culpably infringes any other duty to collaborate, we shall be entitled to ask for the compensation of any resulting damage including any possible extra expenses. Further claims shall remain reserved and unaffected. In case of the above mentioned preconditions, the danger of an accidental loss or an accidental decline of the product's value devolves to the purchaser for the time in which this person comes into default of acceptance and debtor's delay.

4. In the event of a not purposely or reckless delay of delivery on our part, the purchaser is entitled to demand compensation of 3% of the deliver amount of the invoice for each full week of delay up to a maximum of 15% of the invoice amount.
5. The goods should be examined immediately after delivery by the purchaser or his agent for transport damage. The purchaser is bound to have packaging damages confirmed in writing by the freight carrier when accepting the goods. We ask all purchasers to report those damages to Novacorda Guitars immediately.
6. Any further legal claims and rights of the purchaser due to delayed delivery remain unaffected.

§ 7 Transfer of Risk upon Shipment

When the goods are shipped to the purchaser on his request, the risk of their accidental loss or deterioration passes over to the purchaser with their dispatch to him, at the latest when they leave the works/warehouse. This applies regardless of whether the shipment of the goods occurs from the place of performance or who bears the freight costs and whether additional services, such as an assembly are provided.

§ 8 Right to Retention

1. All goods delivered shall remain our property until all claims arising from the delivery contract have been paid in full. This is also valid for all future deliveries, even if we do not always appeal expressly. The producer retains the right to take the delivered goods back, if the purchaser is in breach of the contractual agreement.
2. The purchaser is obligated to handle the object of purchase with care until ownership has transferred to the purchaser. The purchaser is obligated to handle the goods with due care; he is particularly obliged to take out, at his own cost, adequate reinstatement-value insurance cover for same against the risk of fire, water and theft. As long as the title has not been transferred, the purchaser is obliged to inform us without delay in writing, if the delivered goods are distrained or otherwise subjected to the intervention of any third party. If the third party is unable to cover the common judicial and extrajudicial costs of a lawsuit and to reimburse us, the purchaser is liable for the loss we incur.
3. The purchaser is entitled to resell the goods in the normal course of business, unless otherwise excluded in the following conditions. The purchaser here and now assigns to us the receivables from the resale of the conditional goods in the amount of the final invoice total agreed with us (including added-value tax; except export). This cession shall be valid regardless whether the purchased good was resold without or after further processing. The purchaser remains authorized to collect the receivables even after assignment. Our authorization to collect the account receivable ourselves shall remain unaffected. We will not exercise our collection claims, however, as long as the buyer satisfies his/her/its payment obligations arising from the agreed proceeds, does not default on payments and in particular is not a subject of an application to open insolvency proceedings and does not discontinue payments.
4. The goods delivered by Novacorda are complete. Any further processing of the goods requires the written consent of Novacorda Guitars.

§ 9 Warranty, Notice of Defects, Recourse, Manufacturer's Recourse

1. The purchaser's warranty rights are subject to the fact that the purchaser has properly fulfilled its obligations of examination and notification of defects.
2. Defects or damages that are to wrongful or improper handling or improper installation and use of inappropriate accessories or an amendment of the original components by the purchaser or any third party not authorized by Novacorda Guitars, are not protected by warranty.
3. The warranty excludes all damage attributable to improper use, wear and tear or tampering with the device by third parties.
4. If the purchaser accepts the goods or the commissioned item although being aware of a defect, any warranty claims shall only be valid if the purchaser expressly and in writing reserves the right to claim defects immediately after the receipt of the goods.
5. You are obliged to immediately inform the transport agent in writing of any eventual damages in transit and you should provide Novacorda Guitars with a copy of said documents in order to arrange compensation through the shipping company or the insurance company.
6. Claims arising from defects are subject to a limitation period which expires on the best before date, but at the latest 12 months after the goods supplied by us were delivered to our purchaser. The period shall commence upon the transfer of risk of the goods. Our consent must be obtained prior to any return of goods. These provisions shall not affect the provisions of the Product Liability Act.
7. If, despite all care taken, the delivered goods exhibit a defect that already existed at the time of transfer of risk, we will, at our choice, either repair the goods or supply replacement goods, provided that the notice of defects was given in due time. In all cases, we must be granted the opportunity of subsequent fulfillment in accordance with the statutory regulations within an appropriate deadline. Recourse claims shall remain unaffected by the above regulation without restriction.
8. If the post-performance fails, the customer notwithstanding possible claims for damages - may withdraw from the contract or reduce the compensation.
9. Defect claims do not apply if there is only a minor deviation from the agreed nature of the goods or only a minor impairment of usability, for natural wear and tear as in the case of damage which occurs after the transfer of risk as a consequence of incorrect or negligent handling, excessive loading or on account of specific external influences, which are not included under the terms of contract. If the purchaser or a third party has carried out improper modifications or repair work, claims of defects for these or for results incurred from this do not exist either.
10. The purchaser's is not entitled to claim expenditures required for the purpose of the rectified performance, in particular carriage, road costs, labour cost and cost of materials, as far as the expenditures have increased because the object of the delivery have been forwarded afterwards to another place than the purchaser's establishment, unless the transfer would correspond to its designated use.
11. The statutory claims under right of recourse by the purchaser against us only exist to the extent that the purchaser has not made any agreement with his customer, which goes

beyond statutory claims for defects. Furthermore, as for the scope of the purchaser's right of recourse against the producer, Paragraph 6 applies accordingly.

§ 10 Right of Revocation and Consequences

1. The purchaser can cancel the contract declaration in writing (e.g. letter or e-mail) within 2 weeks without providing a reason or by returning the goods. The deadline shall commence following receipt of this notification in text form, but not prior to conclusion of the agreement or before you have been provided with the goods.
The timely despatch of the revocation or the goods shall be deemed sufficient for compliance with the revocation term. The letter of cancellation is to be sent to:
Novacorda Guitars
Mete Cem Kuzu
Perpa Ticaret Merkezi, Blok B, 2018
34384 Istanbul, Turkey
Email: info@novacorda.com
2. In the event of a valid cancellation, the payments or goods received by both parties are to be restored and, if necessary, any profit drawn (e.g. interest) surrendered. If the purchaser cannot return the items received, either totally or partly or only in deteriorated condition, the customer shall be obliged to compensation to us (if applicable). Goods consignable by parcel shipment may be returned at our risk. You must bear the expense of the return consignment if the goods delivered correspond to those ordered.

§ 11 Other Matters

1. This contract, as well as the entire legal relationship between the parties, is subject to the law of Turkey.
2. Place of fulfilment and sole court of jurisdiction for all disputes arising from this contract is our place of business, insofar as not otherwise agreed upon in the confirmation of order.
3. All agreements that are made between the parties for the purpose of the execution of this contract are stipulated in this contract.
4. In the event of individual provisions of this contract being or becoming ineffective, this shall not affect the validity of the contract as a whole. The parties undertake to reach an agreement in place of the invalid clause, which corresponds as closely as possible to the commercial purpose of the invalid clause.