

**COMMERCIAL CONTRACT**  
**No. ART01/2021**

Present contract has been concluded by and between:

**ARTBUTIC LTD**, with office at 8/1 Uzinelor str., MD-2023, Chisinau, Republic of Moldova, represented by Evelina ZARA –General Director, (hereinafter referred to as the "PURCHASER")

**AND**

**GENÇ TAAHHÜT GİYİM TEKSTİL İNŞAAT SAN. VE TİC. LTD. ŞTİ.**, with offices in Istanbul, TURKEY, represented by A.Vahap GENC - General Director, (hereinafter referred to as the "SELLER")

The Parties hereto mutually agree as follows:

**1 OBJECT OF CONTRACT**

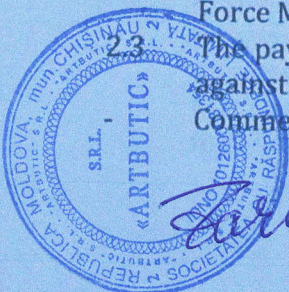
- 1.1 The PURCHASER commits to buy and the SELLER commits to sell, under the provisions of the present contract Textile articles according to the offers accepted by the buyer or the orders accepted by both parties and listed as Appendixes 1.1 to n. These Appendixes 1.1 to n are an integral part of the present contract.
- 1.2 The SELLER appoints the PURCHASER on an exclusive basis as its sole Distributor for the sale of the Textile articles in the Territory according to the future approved annexes to this contract (as defined below) during the term of this Agreement. All products should be provided with all the necessary certificates (CE, EN, ISO).
- 1.3 Territory. SELLER is appointing Distributor hereunder with respect to the sale of Products to any purchasers whose principal place of business is located in the following described territory (the "Territory"): Republic of Moldova, Romania.
- 1.4 SELLER shall not independently advertise, solicit and make sales of his Products, or appoint additional distributors for his Products in the Territory designated to the PURCHASER
- 1.5 Best Efforts. Distributor shall use its best efforts to promote and sell the Products to the maximum number of customers in the Territory.

**2 PAYMENT AND DELIVERY**

- 2.1 Delivery shall be FOB – Istanbul, TURKEY (Incoterms 2000).
- 2.2 Textile articles according to the given Appendix will be delivered within 10 days from the date the PURCHASER will deliver to the SELLER an accepted quote or order. All dates of delivery shall be extended for any delay resulting from circumstances beyond the SELLER's control or responsibility under this Contract, such as delays resulting from any Force Majeure events.

The payment of the Textile articles should be done by cable transfer 100% in advance against presentation of the copies of the following documents:

Commercial invoice – the original+ copies ;



**GENÇ TAAHHÜT GİYİM TEKSTİL İNŞAAT SAN. VE TİC. LTD. ŞTİ.**  
Merkez: Nefahye Mh. 21. Sk. Solim Apt. Zemin Kat No:9/2  
Tel: 0414 215 52 22 - Faks: 0414 217 15 39 Haliçliye/ŞURFA  
Şube: General Ali Rıza Gürcan Cad. Marti 4 Katlı No:2/21  
Tel: 0212 482 71 50 - Faks: 0212 482 71 53 Nispetiye/İSTANBUL  
Tic. Sic. No: 303 058 3226  
Mük. Sic. No: 0393058322500011-Ş. Urfa Tlc. Odası: 11430



- Packing list – the original+ copies;
  - Quality Certificate(CE, EN, ISO) – copies;
  - Origin Certificate –the original + copies;
  - Technical characteristics for every product (such as product category, design name, composition, etc.).
- 2.4 The SELLER shall pay all taxes in Turkey.
- 2.5 Any tax, custom duty, fee, levy and charge of any kind whatsoever (hereinafter collectively referred to as "TAXES") which would be payable in Republic of Moldova because of the conclusion and performance of the relevant supply contract shall be borne and paid by the Purchaser.
- 2.6 If so requested by PURCHASER, SELLER shall obtain any required export clearance, provided, however, that PURCHASER shall remain obligated to provide SELLER with any documentation or information required in connection therewith and any delays in obtaining such export clearance shall be deemed to be delays outside the reasonable control of SELLER. Obtaining any required import clearance in Republic of Moldova is PURCHASER's responsibility, which will also cover for any incurred expenses.
- 2.7 The PURCHASER shall expect the deliveries effected within 7 days of their arrival to ascertain correct quantities, if any and shall perform an Acceptance protocol with participation of the SELLER empowered representative. In the event of any missing quantities being discovered, the Supplier shall effect replacement delivery as soon as reasonably possible not more than 14 days. In the absence of manifest error or a written notice of the PURCHASER to the contrary within 14 days of the arrival of each delivery, correct quantities of goods shall be deemed to have been effected in accordance with the documentation issued by the SELLER. As exception there are the claims on the hidden damages that can be notified to SELLER within 14 days after the Acceptance protocol date.

### 3 PRICE AND CONTRACT VALUE

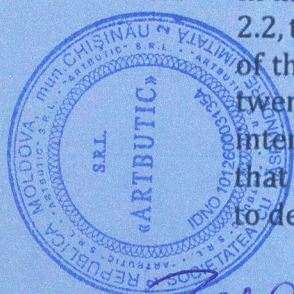
- 3.1 The prices for the Textile articles that are listed in Appendixes 1.1 to n. The total value of the contract consists of the Pro forma Invoices values.
- 3.2 Prices for the Textile articles herein are FOB Istanbul, Turkey (Incoterms 2000).

### 4 QUALITY WARRANTY

- 4.1 SELLER warrants that the Textile articles furnished under this Contract are not under the First Quality according to the international standards.
- 4.2 The SELLER will replace any product which fails to satisfy the quality stated in the present contract and would be returned to the SELLER by PURCHASER at SELLER expense if SELLER require so. SELLER will replace the defected products within 14 days.

### 5 RESPONSIBILITIES OF THE SELLER

- 5.1 In the event of SELLER's failure to supply the Textile articles within the terms under Art. 2.2, the PURCHASER shall be entitled to impose an interest of two (2) percent of the price of the delayed Textile articles per each completed week of delay, up to a maximum of twenty (20) percent of the total price of the given Performa Invoice. The payment of interest shall be in full satisfaction of the SELLER's liability for delay, provided however, that the payment of liquidated damages shall not relieve the SELLER from the obligation to deliver the Textile articles or from any other obligations under this Contract.



*Fara*

GENC TAAHHUT GIYIM TEKSTİL  
İNŞAAT SAN. VE TİC. LTD. ŞTİ.  
Merkez: Rafahiyi Mh. 78. Sk. Solim Apt. Zemin Kat No:9/2  
Tel: 0414 215 02 22 Fax: 0414 247 16 35 Halkın URFA  
Şube: General Ali Paşa Gölgen End. Bölgesi Markas No:2/1  
Tel: 0212 482 71 50 / 51 - 52 / 53 482 71 53 Merter/İSTANBUL  
Tic Sic No: 293 058 3225  
Mik: mshs@genct.com.tr genct.genct@hotmail.com www.genct.com.tr  
İletişim No: 026203638300011-6 URFA TİC. Odası: 11420



5.2 In the event that the delivery is prevented or impeded by Force Majeure reasons then the delivery time shall be extended without prejudice to other possible consequences under this Contract correspondingly.

5.3 SELLER shall be liable only for damage directly caused through SELLER's own fault.

## 6 RESPONSIBILITIES OF THE PURCHASER

6.1 In the event that the payment is prevented or impeded by Force Majeure reasons then the payment time shall be extended without prejudice to other possible consequences under this Contract correspondingly.

## 7 TITLE AND RISK OF LOSS

Risk of loss passes to PURCHASER when the Textile articles are delivered, and title passes to PURCHASER when the Textile articles are made available to PURCHASER on board of the carrier at the Istanbul customs.

## 8 FORCE MAJEURE

(a) SELLER will not be liable for failure to perform hereunder due to any PURCHASER-caused delays, nature acts, force majeure, fire, labor dispute, unusually severe weather, delay caused by a government, or any other cause beyond SELLER's reasonable control.

(b) PURCHASER will not be liable for failure to perform hereunder due to any SELLER-caused delays, nature acts, force majeure, fire, labor dispute, unusually severe weather, delay caused by a government, or any other cause beyond PURCHASER 's reasonable control.

## 9 TERMINATION FOR DEFAULT

If either party fails to perform its material obligations under this Contract or files or is the subject of a petition in bankruptcy seeking to liquidate its assets, then the non-defaulting party may give notice of such default. If such default is not remedied or otherwise resolved within thirty (30) days of such notice (or such longer period of time as the parties may agree in writing), then the non-defaulting party may terminate this Contract and the defaulting party shall be liable to give back the value of the Contract part that are non-performed.

## 10 DISPUTES RESOLUTION

10.1 The parties shall use their best efforts to settle all disputes by agreement. Any dispute arising out of or in connection with the interpretation, performance, or nonperformance by either party of its obligations under this Contract, that is not settled within thirty (30) days after notification by one party to the other that a dispute exists shall be referred to and finally resolved by arbitration as provided by this Article.

10.2 The arbitration shall be conducted in accordance with applicable rules of the London Court of International Arbitration ("LCIA"), as modified by this Contract. The arbitration shall be administered by the LCIA. The cost of arbitration, including the fees and expenses of the arbitrator or arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The arbitration award shall be final and binding upon the Parties. The

İNŞAAT/SAN. VE TİC. LTD. ŞTİ.

Markaz: Refahtye Mh.281 Sk. Salim Apt. Zamin Kg. No.92

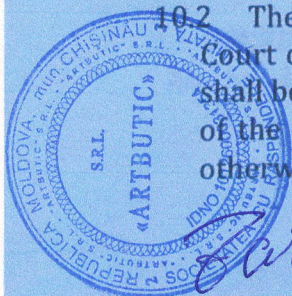
Tel: 0414 215 52 22 - Fax: 0414 217 14 36 Hattay@S.URFA

Subj: General All Race Circles Vol. 1, Series 1, Boxed No. 2/21  
Tel: 8212 482 21 50 - Tel: Fax: 8212 482 21 51 - [info@detainee.org](mailto:info@detainee.org)

Topçurne Plaza V.D. 303 058 0225

Mail: [melhazucha@guncpyrn.com](mailto:melhazucha@guncpyrn.com) or [guncpyrn@hotmail.com](mailto:guncpyrn@hotmail.com) - [www.guncpyrn.com](http://www.guncpyrn.com)

Invoice No: 0002684392100011.3 Urls: 11 Pages: 11250





Unless sooner terminated in accordance with this Contract, the term of this Contract shall commence on the Effective Contract Date, and shall continue until three (3) years.

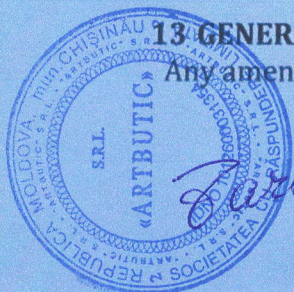
12.1 This Contract is executed in the English language in two (2) copies each copy shall have the validity of an original. All copies shall be equally authentic. Both Parties will retain one (1) copies of this Contract signed by both Parties.

12.2 Any notice given by one Party to the other shall be deemed properly given if specifically acknowledged by the receiving Party in writing or when delivered to the recipient by registered mail or by telex transmission to the following addresses:

**CORRESPONDENT BANK**  
Erste Group Bank AG, Vienna, Austria  
SWIFT: GIBAATWG  
BCR S.A., Bucharest, Romania  
SWIFT: RNCBROBU

Legal address:  
Merkez: Refahiye Mh.281. Sk. Selim Apt. Zemin  
Kat No:9/2  
"YAPI VE KEREDİ BANKASI A.Ş." MERTER  
COMMERCIAL BRACH  
Bank code: YAPITRISXXX  
IBAN: TR700006701000000045769646USD  
Account Number : 45769646 USD  
Phone – 0414 215 52 22

Any amendments to this Contract shall be in writing and signed by both parties.



**GENG TAHHÜT GİYİM TEKSTİL  
İNŞAAT SAN. VE TİC. LTD. ŞTİ.**

Merkaz Refahiye Km.2/1, Sk. Solim Apt. Zemin Kat No:9/2  
Tel: 0414 215 68 22 Faks: 0414 217 35 35 Hattıya:U/LRFA  
Şube. General Ali Rıza Gökalp Çamlı Mevkii B. Merkez No:2/21  
Tel: 0212 482 71 30 - 31 - 32 - 33 - 34 - 35 - 36 - 37 - 38 - 39 - 40 / İSTANBUL  
Tic Sicil no: V.D.: 323 063 3225

E-Mail: mail:sales@gengtahhut.com.tr E-Mail: info@gufturk.com - www.gengtahhut.com.tr  
Mersis No: 038 050802200011-5 Urfte Tic. Odası: 114340



**14 EFFECTIVE CONTRACT DATE**

The present contract comes into force today 01 of April 2021.

**PURCHASER**

By

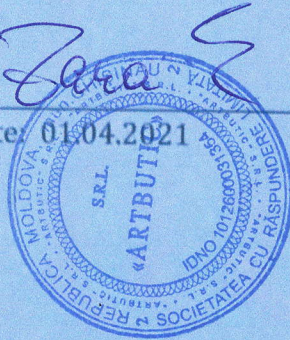
Evelina ZARA  
General Director  
ARTBUTIC LTD

**SELLER**

By

A.Vahap GENC  
General Director  
GENÇ TAAHHÜT GİYİM TEKSTİL İNŞAAT SAN. VE TİC.  
LTD. ŞTİ.

Date: 01.04.2021



Date: 01.04.2021

**GENÇ TAAHHÜT GİYİM TEKSTİL  
İNŞAAT SAN. VE TİC. LTD. ŞTİ.**

Merkiz: Rafahya Mh. Pa. Sk. 5. Kat Zemin Kat No:2/2  
Tel: 0414 216 52 22 Faks: 0414 216 53 36 Halkaya: URFA  
Şube: General Ali Rıza Bulvarı No:1 Kat: 1y Kat: 2/21  
Tel: 0212 462 71 50 - 51 Faks: 0212 462 71 53 Merkezi: İSTANBUL  
Tic. Sic. No: 303 058 3225  
Mail: mahmut@genctyht.com.tr genctyht@genctyht.com.tr www.genctyht.com.tr  
Mersis No: 0802006322600011-0 URFA Tic. Sic. No: 11430

