

**MMZ ONUR BORU PROFİL ÜRETİM SAN. VE TİC. A.Ş.**

Head office: Sarıkanarya Sokak No:16 Yolbulan Plaza B Blok Kat:9 34742 Kozyatağı- İSTANBUL
 Web: www.mmz.com.tr E-mail: export@mmz.com.tr Tel: 0090 216 463 69 96 (pbx) Fax: 0090 216 463 70 31
 Factory: Ayazlı Mahallesi, Ereğli 2. Caddesi, No: 180-182, Akçakoca - DÜZCE
 Tel: 0090 380 618 70 70 (3 lines) 0090 380 618 73 26 (3 lines) Fax: 0090 380 618 70 71

SALES CONTRACT

Date 19.9.2018

Quotation No. AF/2018-697

Sales Contract No. CTREXP18273

Seller MMZ ONUR BORU PROFİL ÜRETİM SAN. VE TİC. A.Ş.
Address SARIKANARYA SK., NO:16, YOLBULAN PLAZA, B BLOK, KAT:9, 34742, KOZYATAGI, KADIKOY - ISTANBUL - TURKEY

Buyer UTM "Protos" SA
Address MD 5923, R.Moldova, Falesti district, village Falestii Noi, Str. Mihai Eminescu 61

- 1 Description of Goods** Newly Produced, Cold Formed ERW Circular Hollow Sections - EN 10219, S355J2H - Mill Cut
- 2 Total Quantity & Amount** 30,888 Tons (+/-10%) & 23.320,44 USD (+/-10%)
- 3 Packing** In bundles, standard export packing. Number of Pieces per bundles will be determined by mill according to specifications of requested materials.
- 4 Labelling & Marking** PROD. STD. / QUALITY / SIZE / LENGTH / PCS. BUNDLE / BUNDLE NO / HEAT NO / ORDER NO / MADE IN TURKEY
- 5 Length Tolerance** +50 / -0 mm
- 6 Origin** Turkish
- 7 Invoicing** Actual weight basis.
- 8 Terms of Payment** 30% prepayment on total amount of the contract after signing of the contract by each parties. 70% to be paid after production is completed against balance payment request and ready material packing list on theoretical weight. After shipment is completed, paid amount will be negotiated between the parties. Both payment will be effected by Buyer in favour of MMZ Onur Boru Profil Uretim San. ve Tic. A.S. to the stipulated account below within 3 business days after exact amount specified and notified by Seller.
- 9 Documents** Commercial Invoice, Packing List, Mill Test Certificate - EN 10204 / 3.1, Certificate of Origin
- 10 Delivery Terms** FCA Akcakoca, Duzce, Turkey as per INCOTERMS 2010. Cargo will be ready to ship within max. 2-3 weeks aiming for max. 17 days after receiving pre-payment. Buyer will arrange delivery after readiness of the cargo under advice to the Seller.
- 11 Insurance** Insurance is to be covered by Buyer at the risk and expense of the time when the goods loaded as per delivery term stated herein.
- 12 Inspection** Buyer has the right to make the inspection of the goods before shipment at their expense.

13 Bank Details

Bank Name T.C. ZIRAAT BANKASI A.S.

Branch KOZYATAGI

IBAN TR890001001795140049615011

Swift Code TCZBTR2A

WARNING: MMZ only uses Turkish banks.

If you receive an email asking for transfers to bank accounts in different countries or any bank that is different than you are used to, immediately let us know via phone. There are increasing reports of scams with unsolicited email accounts posing as representatives around the world. Do not become a victim.

- 14 Option** 20.9.2018 and receipt of prepayment until 21.09.2018

Material Specifications

Description of Goods	Size (mm)	Thickness (mm)	Length (mm)	Steel Grade	Production Standard	Kg / Meter	Quantity (piece)	Quantity (ton)	Unit Price USD/ton	Total Amount (USD)
Circular H.S.	139,7	6,00	12.000	S355J2H	EN 10219	19,8	130	30,888	755,00	23.320,44
Total:							130	30,888		23.320,44

SAY ONLY/ TWENTYTHREETHOUSANDTHREEHUNDREDTWENTY AND 44% US DOLLAR FCA AKCAKOCA, DUZCE, TURKEY



- 15 General Conditions** Any delay of the payment (prepaid and balance payment) the shipment period will be extended by the number of days equal to the number of delay after 3 business days payment period. In any case if the delayed days are more than 7 business days the seller has the right to cancel the contract.
- 16 Penalty Clause** Penalty for delay will be 0,5% per week of delay or part thereof for each day of delay incurred subject to max. 5% of the purchase order with a grace period of 2 weeks on production time mentioned in this contract. Penalty only valid for item (s) of delay, but not for the entire order.
- 17 Acceptance & Claim** Buyer will have the right to inspect the goods upon receipt and within three (3) business days after delivery. Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods and Buyer must specify the basis of the claim in detail. These claims should be supported with substantiating documents from competent independent survey company (for example SGS).
Buyer will send notification to the Seller in the case of non-conformity and calls for a neutral surveyor for drawing up of the Certificate:
- for quantity – in max. **3 days** from date of the import declaration;
- for quality – in max. **45 days** from date of the import declaration.
- 18 Warranties** The Seller warrants that the Goods sold hereunder are new and free from substantive defects in material and workmanship. The Seller shall no event be liable for any incidental, special or consequential damages of any nature even if Buyer has been advised of the possibility of such damages.
- 19 Force Majeure** Neither seller nor buyer shall be liable for any delay or failure or performance under this contract where such failure or delay is caused by force majeure being any event, occurrence or circumstance reasonably beyond the control of either party including but not limited to failure or delay caused by or resulting from acts of god, strikes, fires, floods, wars (whether declared or undeclared) riots, delays or carriers due to breakdown or adverse weather, perils of the sea, embargoes, accidents restrictions imposed by any governmental authority (including allocation, priorities, requisitions, quotas and price controls and increase of custom duties) the time of seller to make or buyer to receive delivery, thereunder shall be extended during any period in which delivery shall be delayed by reason of any of the foregoing causes up to total **30 (thirty) days**.
Should the event of Force Majeure continue for a period of thirty days then either party shall be entitled to suspend or terminate this contract by notice in writing.
- 20 Arbitration / Governing Law** Any controversies, differences or claims which may arise between the parties out of or in relation to or in connection with this agreement or any breach thereof shall be solved amicably as far as possible by mutual consent. Should dispute can not be solved amicably then any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the "Notice of Arbitration" is submitted in accordance with these rules to be decided by a Sole arbitrator. The seat of arbitration shall be Geneva/Switzerland and the arbitral proceedings shall be conducted in English.
If the validity of the arbitration clause or the jurisdiction of the arbitration is contested by one or the other party, the arbitration court shall be competent to make a final decision concerning the said issues. The judgement of the Arbitration court shall be binding both parties and the parties are in full agreement that the award of the Arbitration court shall be enforced wherever enforcement is sought by the judgement creditor.
This contract is subject to Swiss Law and the UN Convention on Contracts for the International Sales of Goods, 1980 (CISG) will apply to the dispute.
- 21 Entirety of Contract** This contract constitutes the entire agreement between the parties and the terms & conditions set for herein constitute the sole terms and conditions. No other terms or conditions, whether contained in Buyer's purchase order, shipping release, or elsewhere, shall be binding upon Seller. All proposals, negotiations and representations if any, made prior to the date hereof are merged herein and no modification or assignment shall be effective unless agreed to in writing.

PLEASE CONFIRM THIS SALES CONTRACT BY SIGNED & STAMPED, RETURN BY FAX OR SCANNED EMAIL COPY. PROFORMA INVOICE WITH REFERENCE NO. PI18697 DATED 19.09.2018 IS ADDENDUM OF THIS SALES CONTRACT.

SELLER

MMZ ONUR BORU PROFİL ÜRETİM SAN. VE
TİC. A.Ş.

MMZ-ONUR BORU PROFİL
ÜRETİM SANAYİ VE TİC.A.Ş.

BUYER

UTM "Protos" SA

