# 12 Palazoğlu

#### **Contract Clauses**

#### 1. Region and Products

- 1.1. Ozonteh Impex SRL is dealer of Palazoğlu Brand in Moldova.
- 1.2. This contract is includes all product range of producer.

## 2. Duties and Rights Of Ozonteh Impex SRL and Palazoğlu

- 2.1. Ozontehlmpex SRL can sell & service, participate in tenders, make price, promotion advertisement, homologization for mentioned brand in Moldova.
- 2.2. Ozonteh Impex SRL have to make all activities for products under Palazoğlu brand.
- 2.3. Palazoglu will make all export custom clearance
- 2.4. Palazoglu prices do not include transportation costs, import expenses and regional VAT.
- 2.5. If Palazoglu develops or takes up new products in production program, Palazoglu obliged to offer Ozonteh Impex SRL the representation of these products on the same terms as fixed in this agreement.
- 2.6. Ozonteh Impex SRL is allowed to organize in their way to sale and they should be at liberty to determine their own resale prices.
- 2.7. To fulfill its obligations under this contract, the Ozonteh Impex SRL needs to establish the necessary organization for sales and after-sales services for all Products in the region.
- 2.8. Palazoglu is oblieged to support Ozonteh Impex SRL regarding to sales and after-sales service activities. This includes technical trainings, operator manuals, workshop/repair manuals.
- 2.9. Palazoğlu have to supply Ozonteh Impex SRL in time. Standart delivery time is max 5 weeks for standart products. Palazoğlu will inform delivery time for unstandard products.
- 2.10. Palazoglu shall provide the necessary technical information with the best available knowledge of its for related to the product in English
- 2.11. Upon receipt of firm order Palazoglu should manufacture the ordered models in accordance with the quality standarts.

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## 3. Warranty

- 3.1. All products are have 2 year warranty against productions mistakes.
- 3.2. Ozonteh Impex SRL should prepare a quality report for defective part and send Palazoglu with photos. Upon examination of Palazoglu, if defect is due to production or raw material default then Palazoglu have to supply the parts to Ozonteh Impex SRL under warranty.
- 3.3. If the agreement will be terminated from one party Palazoglu guarantess full Access to spare parts in order to fulfill all warrenty issues of sold machines before termination date of contract.

### 4. Pricing and Payments Term

- 4.1. The price of Goods will be determined independently by actual offers which will be agreed between Parties according to price list.
- 4.2. Palazoğlu is have to inform Ozonteh Impex SRL about price list discount if Ozonteh Impex SRL have.
- 4.3. Payment must be made via the bank transfer to the Seller's actual bank account and shall be paid in EUR.
- 4.4. Ozonteh Impex SRL will pay the 30% of ordered products total value after signing the present offer. When the goods are ready to for shipment, Ozonteh will pay 70% of ready goods value to the Seller's bank account (upon Seller's confirmation of product readiness). These rates are the maximum values to be requested from the Ozonteh Impex SRL. Palazoğlu may request lower advance payment.

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### 5. Sub Dealers or Representatives

- 5.1. Ozonteh Impex SRL may appoint sub-dealers and representatives to sell the Products in the Region.
- 5.2. Ozonteh Impex SRL is responsible for the activities of sub-dealers and representatives.

### 6. Validity

- 6.1. This contract has 1 more optional years. Both of parties are free to use or dont use these options.
- 6.2. If one party does not comply with one of these clauses, another party may terminate this contract.

Parties agreed in 6 main articles.

Palazoglu Treyler San. Ve Tic. A.S. Barbaros PALAZ General Manager



Company Title Name / Surname responsible position

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