

armacell





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Armacell Yalıtım A.Ş.



DAS YALITIM A.Ş. - title change

SODEX - sound insulation product of the year award

"KOBI and Entrepreneurship Awards 2014"-Innovative KOBİ the Year Award 2014





start of pipe manufacturing

SODEX fair -2011 Insulation Industry
"The Best Investment" award

first participation in a foreign international trade fair - Project Lebanon

first export

vulcanization-new investments





DAS KAUÇUK VE PLASTİK LTD.ŞTİ Establishment of Turkey's first and only rubber insulation company Ltd. with 100% percent domestic capital 2010

015

New factory and address change of our Istanbul office

the world leader ARMACELL included DAS YALITIM Corporation as its 23rd production plant in its organization

a total of 100 staff

will proceed with the title ARMACELL YALITIM







207 200

FONEC- sound and acoustic insulation product launch

first technical bulletin 2013/August

nvestment for the 2nd mixing line





. 207

start of 3 shift sheet production

first export to Kazakhstan and Egypt



ABOUT ARMACELL YALITIM A.Ş.

DAS YALITIM was founded in 2010 to work on the production of elastomeric rubber foam that is used as a heat insulator in the mechanical installations sector.

Following its foundation, DAS YALITIM services to the insulation sector, as an environmentally-friendly production company that rises with its performance day by day in the world and Turkey, works for the future, having completed its corporate structure and it is progressing with a quality-system and R&D studies.

DAS YALITIM is progressing extremely fast on its way to leading the sector with its vision, values, infrastructure, facilities, technology, quality, social projects, professional and experienced human resources, and the uniqueness it has.

As a result of our studies, the world renowned flexible insulation foam producer ARMACELL selected DAS YALITIM early in 2015 for its investments in Turkey.

The renewed factory of DAS YALITIM is the 22nd factory of ARMACELL in the world.

ARMACELL seeks to develop further by increasing its quality in the Middle East, Northern Africa, the Balkans, and Turkic Republics as well as our own country.

As a consequence of being a member of ARMACELL family, our title DAS YALITIM SAN. VE TİC. A.Ş. was changed to ARMACELL YALITIM A.Ş. in June 2015.



MAKING A **DIFFERENCE** AROUND THE **WORLD**

ABOUT ARMACELL

Armacell is a world leader in flexible insulation foams for the equipment insulation market and also a leading provider of engineered foams. In the year 2014, the company with currently 2,600 employees generated net sales of EUR 452.2 million. With its 23 manufacturing plants in 16 countries on four continents, Armacell follows a strategy of internationalization. The company operates within two main businesses: the Advanced Insulation business develops flexible insulation foam products for the insulation of mechanical equipment. The Engineered Foams business develops and markets light foams for use in a broad range of end-markets.

In addition to ARMAFLEX, the world's leading brand for flexible technical insulation, Armacell offers thermoplastic insulation materials, covering systems, fire protection and noise control solutions as well as special foams for a multitude of industrial applications. In recent years, Armacell has developed new insulation systems for the oil and gas market, core foams for composite materials, and low-smoke products that have set new standards in the industry.

Further information on Armacell can be found at www.armacell.com



REGIONAL HEADQUARTER

Münster, Germany

The Armacell group of companies in Europe is headquartered in Münster, Germany. This location primarily manufactures insulation products based on synthetic rubber.

In addition to the production facilities, the central warehouse is also located in Münster. The warehouse is not only utilised by Armacell GmbH, but for dispatching goods and materials to other European location as well.



Market Segments

REFRIGERATION AND CHILLED WATER SERVICES

Refrigeration and cold water services operating at low temperatures leads to the formation of condensation which can cause problems with corrosion, mould growth and subsequently reduce the efficiency and service life of equipment if un-insulated or a product without an integral water vapour barrier is used. Closed cell Armaflex materials prevent moisture ingress with a high water vapour diffusion resistance value of up to 10,000 (µ value).

HEATING, VENTILATION AND AIR CONDITIONING

Insulation is an essential part of ducted heating, ventilation and air-conditioning systems, with the large surface areas causing significant heat losses/gains and problems with condensation, mould growth and poor indoor air quality.

Armaflex products are dust and fibre free and come with in-built Microban anti-microbial protection for additional safe guarding against mould and bacteria.

HEATING AND PLUMBING

The insulation of central heating pipework can reduce heat losses by as much as $87\,\%$ and make a significant contribution to improving boiler efficiencies. The insulation of cold water pipes is also important to protect against pipes freezing in sub zero temperatures.

Armacell has also developed pre-insulated UV resistant and high temperature insulation ideal for solar hot water systems and for insulating ground source heat pump pipes to maximise efficiency.



MANUFACTURING INDUSTRIES

Process industry equipment including pipework, ducts, vessels, valves and flanges should be insulated to help ensure that steam, hot water, hot gasses or cold liquids and gases are delivered at controlled levels.

Elastomeric thermal and acoustic insulation systems are suitable for both high and low temperature process applications and easy to fabricate Armaflex sheet or tubes can be used to minimise heat loss/gain, improve process efficiences, control condensation and provide mechanical impact and personnel protection.



OIL AND GAS

One of the greatest challenges for insulation of marine, offshore and heavy industrial environments is the issue of Corrosion Under Insulation which causes pipe and metal cladding systems to rust and decay, resulting in expensive production stoppages and maintenance schedules.

Closed cell insulation and non-metallic covering systems provide an excellent alternative for thermal and acoustic insulation to protect against mechanical impact, chemicals and salt water. Pre-fabricated fittings are also available to cut down on-site installation times in hazardous and process critical environments.



armacell ones

Elastomeric Rubber Foam

The elastomeric rubber foam materials having high vapor diffusion values, provide a good insulation and condensation control on the installation.





2013
Insulation Industry
Achievement awards,
"Insulation Installation
of the Year Special Award"



2011
Insulation Industry
Achievement awards,
winner of
"Investment of the Year Award"



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ONEFLEX
SHEETS/ROLLS





ONEFLEX TUBES





ONEFLEX AUXILIARY MATERIALS





ONEFLEX
PACKAGING AND
TRANSPORTATION
INFORMATION





ONEFLEX
GENERAL SALES
CONDITIONS AND
REFERENCES

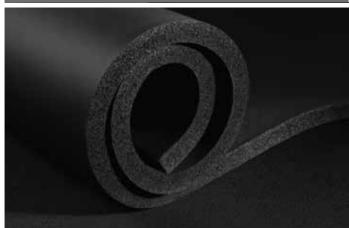




NBR/PVC ELASTOMERIC RUBBER FOAM SHEETS / ROLLS



- Wide range of production.
- Production in 7 different thicknesses and 2 different widths.
- Manufactured in optimum sizes
 (1000-1200mm) for duct insulation
- Lowers the scrap ratio in rectangular ducts
- Lowers the total cost by decreasing the adhesive tape usage in round ducts.
- Helps to reduce the vibration in duct joints thanks to its flexibility.
- Using Oneflex Formix® contact adhesive is recommended for applying the Oneflex sheets/rolls to ducts surfaces.



	Roll Width (1000 mm)	Roll Width (1200 mm)
Thickness (mm)	m²/Roll	m²/Roll
6	30	-
9	20	24
13	14	16,80
19	10	12
25	8	9,60
32	6	7,20
50	4	4,80



NBR/PVC ELASTOMERIC RUBBER FOAM SELF-ADHESIVE SHEETS / ROLLS



- Saves time and labour.
- Self-adhesive with netting
- Ensures full sealing and eliminates the application faults.
- Decreases the scrap ratio by 2-3%.
- Manufactured in optimum sizes (1000-1200 mm) for duct insulation
- Helps reducing vibration in duct joints by its flexibility.
- Provides high adhesion strength.
- Using Oneflex Formix® contact adhesive is recommended for applying Oneflex sheets/rolls to the ducts' surfaces.



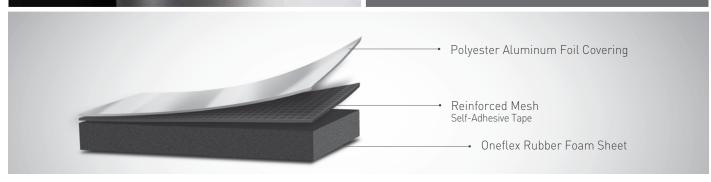
	Roll Width (1000 mm)	Roll Width (1200 mm)
Thickness (mm)	m²/Roll	m²/Roll
6	30	-
9	20	24
13	14	16,80
19	10	12
25	8	9,60
32	6	7,20
50	4	4,80



NBR/PVC ELASTOMERIC RUBBER FOAM SHEETS / ROLLS COVERED WITH ALUMINUM FOIL



- Aluminum lamination with polyester reinforcement
- Best performance with high quality raw materials
- Manufactured in optimum sizes (1000-1200mm) for duct insulation
- Helps reducing vibration in duct joints by its flexibility.
- Packing resistant to external environment
- Saves installation time compared to traditional cladding.
- High resistance to mechanical impact.
- Using Oneflex Formix® contact adhesive is recommended for applying Oneflex sheets/rolls to the ducts' surfaces.



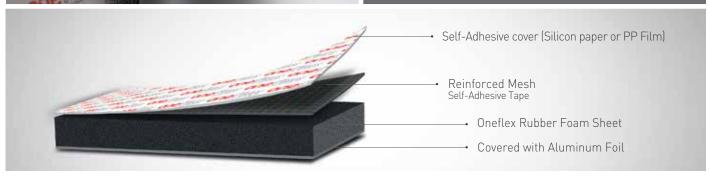
	Roll Width (1000 mm)	Roll Width (1200 mm)
Thickness (mm)	m²/Roll	m²/Roll
6	30	-
9	20	24
13	14	16,80
19	10	12
25	8	9,60
32	6	7,20
50	4	4,80



NBR/PVC ELASTOMERIC RUBBER FOAM SELF ADHESIVE SHEETS / ROLLS COVERED WITH ALUMINUM FOIL



- Aluminum lamination with polyester reinforcement
- Packing resistant to external environment
- Self-adhesive with netting.
- Ensures full sealing and eliminates application faults
- Manufactured in optimum sizes (1000-1200mm) for the duct insulation.
- Helps reducing vibration in duct joints by its flexibility.
- Saves installation time compared to traditional cladding.
- Provides full and perfect adhesion over the duct surface by its by its reinforced adhesive.
- Decreases the scrap ratio down to 2-3%
- High resistance to mechanical impact



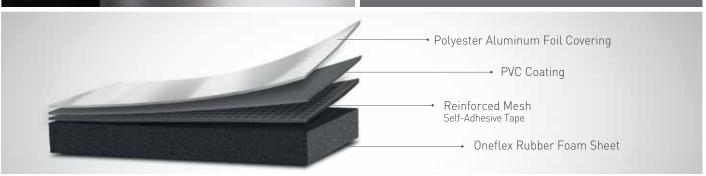
	Roll Width (1000 mm)	Roll Width (1200 mm)
Thickness (mm)	m²/Roll	m²/Roll
6	30	-
9	20	24
13	14	16,80
19	10	12
25	8	9,60
32	6	7,20
50	4	4,80



NBR/PVC ELASTOMERIC RUBBER FOAM SHEETS / ROLLS COVERED WITH REINFORCED PVC - ALUMINUM FOIL



- 260 u lamination thickness with three layers (PVC, Aluminum and Polyester)
- Aluminum lamination with polyester reinforcement
- Best performance with high quality raw material
- Manufactured in optimum sizes (1000 mm) for duct insulation
- Helps reducing vibration in duct joints by its flexibility. thanks to itsflexibility.
- Packing resistant to external environment
- Saves installation time compared to traditional cladding.
- Using Oneflex Formix® contact adhesive is recommended for applying the Oneflex sheet rolls to the ducts' surfaces.



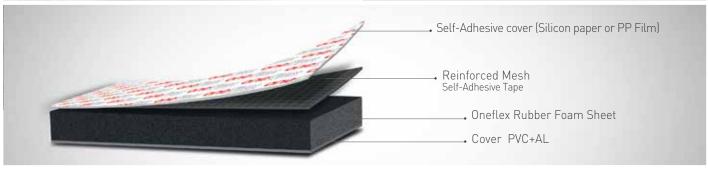
	Roll Width (1000 mm)
Thickness (mm)	m²/Roll
6	30
9	20
13	14
19	10
25	8
32	6
50	4



NBR/PVC ELASTOMERIC RUBBER FOAM SELF ADHESIVE SHEETS / ROLLS COVERED WITH REINFORCED PVC - ALUMINUM FOIL



- 260 u lamination thickness with three layers (PVC Aluminum and Polyester)
- Aluminum lamination with polyester reinforcement
- Best performance with high quality raw material
- Manufactured in optimum sizes (1000 mm) for duct insulation
- Helps reducing vibration in duct joints by its flexibility.
- Packing resistant to external environment
- Saves installation time compared to traditional cladding.
- Using Oneflex Formix® contact adhesive is recommended for applying Oneflex sheets/rolls to ducts' surfaces.
- ulletSelf-adhesive with netting.



	Roll Width (1000 mm)
Thickness (mm)	m²/Roll
6	30
9	20
13	14
19	10
25	8
32	6
50	4



NBR/PVC ELASTOMERIC RUBBER FOAM INSULATION TUBES



Metric	Copper	Steel	6 mm (1/4")	9 mm (3/8")	13 mm(1/2")
mm	Inch	Inch	m/box	m/box	m/box
6	1/4"		496	352	210
8	5/16"		432	300	190
10	3/8"	1/8"	364	266	172
12	1/2"		316	234	180
15	5/8"		266	216	140
18	3/4"	3/8"	238	170	122
22	7/8"	1/2"	200	156	108
•25	1"		162	144	90
28	1 1/8"	3/4"	148	118	90
35	1 3/8"	1"	130	94	84
42	1 5/8"	1 1/4"	108	96	72
48		1 1/2"	-	96	60
•54	2 1/8"		-	80	60
60	2 3/8"	2"	-	70	50
•67	2 5/8"		-	60	40
76	3"	2 1/2"	-	60	40
•80	3 1/8"		-	48	40
89	3 1/2"	3"	-	56	40
•102		3 1/2"	-	42	26
•108	4 1/4"		-	42	32
114	4 1/2"	4"	-	42	30

[•] Item not stock. Delivery on request.



NBR/PVC ELASTOMERIC RUBBER FOAM INSULATION TUBES



Metric	Copper	Steel	19 mm (3/4")	25 mm(1")	32 mm (1 1/4")
mm	Inch	Inch	m/box	m/box	m/box
6	1/4"		-	-	-
8	5/16"		-	-	-
10	3/8"	1/8"	-	-	-
12	1/2"		-	-	-
15	5/8"		-	-	-
18	3/4"	3/8"	90	50	-
22	7/8"	1/2"	72	48	-
•25	1"		54	48	24
28	1 1/8"	3/4"	60	48	24
35	1 3/8"	1"	48	36	24
42	1 5/8"	1 1/4"	48	36	24
48		1 1/2"	48	32	24
•54	2 1/8"		40	24	24
60	2 3/8"	2"	40	32	24
•67	2 5/8"		32	24	24
76	3"	2 1/2"	32	24	18
•80	3 1/8"		24	12	12
89	3 1/2"	3"	24	18	12
•102		3 1/2"	24	18	12
•108	4 1/4"		24	18	12
114	4 1/2"	4"	24	18	12

[•] Item not stock. Delivery on request.



PIPE DIAMETER

				s		5 1 .: :
	Copper p	ipes Cu		Steel pipes Fe		Plastic pipes
Pipe max. Outside-Ø [mm]	Outside-Ø [mm]	Outside-Ø [inch]	Inches	Outside-Ø [mm]	Nominal diameter DN	Outside-Ø [mm]
6	6	1/4		6,0		
8	8			8,0		
10	10	3/8	1/8	10,2	6	
12	12	1/2		12,0		
15	15	5/8	1/4	13,5	8	14
16						16
18	18	3/4	3/8	17,0	10	
20				20,0		20
22	22	7/8	1/2	21,3	15	
25	25	1		25,0		25
28	28	1 1/8	3/4	26,9	20	
30				30,0		
32				32,0		32
35	35	1 3/8	1	33,7	25	
38				38,0		
40	40			40,0		40
42	42	1 %	1 1/4	42,4	32	
45				44,5		
48			1 ½	48,3	40	
50						50
54	54	2 1/8		54,0		
57				57,0		
60			2	60,3	50	
64	64			63,5		63
67						
70	70			70,0		
73	73	2 7/8"		73,0		
76	76	3	2 ½	76,1	65	75
80	80	3 1/8				
89	89	3 ½	3	88,9	80	90
90						
102	400			101,6		
108	108	4 1/4				440
110				444.0	400	110
114			4	114,3	100	405
125	400			125,0		125
133 140	133		5	120.7	125	
154			5	139,7 152,4	125	
160	159			102,4		
165	109		6	165,1		
168			O O	168,3	150	
180				100,3	130	
204						200
219	219			219,1	200	200
254	210			210,1	200	250
267	267					200
273	201			273,0	250	
306				210,0	250	300
324				323,9	300	000
356				355,6	350	
406				406,4	400	
457				457,0	450	
508				508,0	500	
610				610,0	600	
010				010,0	000	



DIMENSIONAL TOLERANCES TABLE



Dismensions in millimetres

Form of			Thicknes	ss		Inside dia	ameter
delivery	Length	Width	declared	tolera nce	Squareness	D _i ≤ 100	D _i > 100
			<i>d</i> _D ≤ 8	± 1	3,0 mm	$D_{i,D}+1\leq D_i\leq D_{i,D}+4$	$D_{i,D} + 1 \le D_i \le D_{i,D} + 6$
Today	± 1,5 %		8 < d _D ≤ 18	± 1,5			
Tubes	± 1,5 /0	_	8 < d _D ≤ 31	± 2,5			
			d _D > 31	± 3			
			<i>d</i> _D ≤ 6	± 1	3,0 mm/mm (length/width)	-	-
Sheets	± 1,5 %	± 2 %	6 < d _D ≤ 19	± 1,5	-		
			d _D > 19	± 2	3,0 mm (thickness)		
	+ 5%-		<i>d</i> _D ≤ 6	± 1	3,0 mm/mm (length/width)	-	-
Rolls	1,5 %	± 2 %	6 < d _D ≤ 19	± 1,5	-		
			d _D > 19	± 2	3,0 mm (thickness)		
Tapes	+ 5 % - 1,5 %	± 2 %	d _D = 3	- 0,1 + 1,5	-	-	-

Sheets/Rolls Equivalent Quantity Calculation Table (m²/m)											
Steel Pipes diameter		Pipes thickness		Thickness of Insulation (mm)							
inch	metric	mm	6 mm	9 mm	13 mm	19 mm	25 mm	32 mm	40 mm	50 mm	60 mm
4"	114	6	0.38	0.39	0.40	0.42	0.44	0.46	0.49	0.52	0.52
5"	140	8	0.46	0.47	0.48	0.5	0.52	0.54	0.57	0.6	0.6
6"	169	10	0.84	0.55	0.56	0.58	0.6	0.62	0.64	0.68	0.68
8"	219	12	0.71	0.72	0.73	0.75	0.77	0.79	0.82	0.85	0.85
10"	273	15	0.88	0.89	0.91	0.92	0.94	0.96	0.99	1.02	1.02
12"	323	18	1.04	1.05	1.06	1.08	1.1	1.12	1.15	1.18	1.18
14"	398	22	1.13	1.14	1.16	1.18	1.19	1.22	1.24	1.27	1.27

 $^{^{*}}$ Ex: If you cover 10" pipes with 25 mm thickness of rolls, you need 0,94 squaremeter per one linear meter of tube.

AUXILIARY MATERIALS

RUBBER FOAM TAPE / PVC TAPES / FORMIX CONTACT ADHESIVE/ ALUMINUM FOIL TAPES / PIN

Oneflex Rubber Foam Tape



Product	Dimensions				
5 cm	3mm x 50mm x 15mt				
7,5 cm	3mm x 75mm x 15mt				
10 cm	3mm x 100mm x 15mt				

- Oneflex adhesive backed rubber strips with netting provides impermeability
- Sealing to duct flanges prevent condensation.
- Oneflex aluminum foil tapes, insulation and vapour proof applications
- Oneflex Formix® contact adhesive with high adhesion strength.

Oneflex PVC Tapes



Product	Dimensions		
3 cm	30mm x 25m		
5 cm	50mm x 25m		

Oneflex Aluminum Foil Tapes



Product	Dimensions		
Plain	50mm x 30m		
Plain	75mm x 30m		
Plain	100mm x 30m		
Reinforced	50mm x 30m		
Reinforced	75mm x 30m		
Reinforced	100mm x 30m		

Oneflex Formix Contact Adhesive



Product
1 kg
3,2 kg
14 kg

PACKING SIZES

	PRODUCT DESCRIPTION	A mm (height)	B mm (width)	C mm (length)	Volume m³
	Oneflex TUBE	mm	mm	mm	m³
A C	Tube Cardboard Box	370	410	2100	0,32
one one one one one one one one one one	Oneflex ROLL BAG	mm	mm	mm	m³
	Oneflex STD White Packaging Oneflex FKY Yellow Packaging	1000			0,27
	Oneflex AF&AL GUARD Grey Packaging Oneflex AF&AL GUARD FKY Red Packaging	1200			0,29

SHIPPING

ELASTOMERIC RUBBER FOAM SHEETS / TUBES

INFORMATION ON TRANSPORTATION PLANNING Estimated Volume m³ (cbm) From 45m³ to 50m³ From $90m^3$ to $105m^3$ 76m³ Estimated Weight kg 1.500 kg 3.000-5.000 kg 2.500-5.000 kg **Sheet Bags** Roll Width 100 cm 100 cm 170-200 150-170 330-370 290-320 300-320 260-280 Roll Roll Roll Roll Roll Roll Tube Cardboard Box 238 Box 148-160 Box 290-310 Box

TRANSPORTATION AND STORAGE

ELASTOMERIC RUBBER FOAM INSULATION SHEETS / TUBES

INFORMATION FOR TRANSPORTATION AND STORAGE

Information on safe usage • The information provided in this document has been prepared in good faith on January 2014. • The product should not be used in different applications except for its purpose. • It doesn't have any known effects against health. • The products doesn't have any known adverse environmental effects. • The product is not classified as hazardous for water. • It must be stored away from flammable and combustible materials. Protection against fire and explosion • Do not breathe the gases in case of fire toxic gases are emitted to the environment in case of fire such as carbon dioxide, carbon monoxide and other decomposition products • Use suitable respirators in case of fire. · Avoid the influence of naked flames. • Please use proper fire-fighting equipments. It can be stored in a dry and clean environment under normal conditions (with humidity around 50-70%). Further information on It must be stored in a cool and ventilated environment away from combustible materials such as solvents, storage conditions thinner, alkaline, etc. and without being exposed to direct sunlight, otherwise deterioration in the property of the product and packaging will occur. Goods must be transported in vehicles with a closed box or with canvas by loading in an appropriate way. • Product packages should be stacked in an appropriate way on a flat surface during storage. The maximum stock height must be in a way not to harm the products under and the load must be evenly distributed. Protect from rain, snow and etc., otherwise deterioration in product and packaging features will occur.

• Do not store in temperatures outside service temperature specified in the catalog.

CONTACT

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Factory Bursa

T: +90 224 411 17 62-63 **| F:** +90 224 411 17 64

info@oneflex.com.tr

ARMACELL YALITIM A.S. GENERAL TERMS OF SALE

1. General
a. This General Terms of Sales ("Terms") resolves the offer, sales
and delivery of all the goods and/or services hereinafter referred
to as "Goods") on behalf of ARMACELL YALITIM ANONIM ŞIRKETI
("ARMACELL") operating at the address of Barakfakih Mahaleis,
Barakfakih Sanayi Bölgesi 16. Cadde No: 13, 16450 KESTEL/
BURSA/TÜRKIYE or on its behalf and applies to all transactions
between ARMACELL and the Customer.
b. The Customer accepts and commits the applicability of these
terms by making commitment based on the following terms for all
trade relations between the Parties in the future even if it was not
evolicitly stated.

2. Quotations. Orders and Confirmation

2. Quotations, Orders and Confirmation
a. Unless otherwise accepted by ARMACELL, the prices indicated
by ARMACELL in any form shall not be binding for ARMACELL and
shall only be suggestive for the Customer when s/he wants to
order. All prices which are indicated by ARMACELL are revocable
and are subject to change without notice. Orders are not binding
until accepted in writing by ARMACELL ("Approved Orders").
ARMACELL has the right to reject an order without stating the
reason.

b. Each delivery shall be considered as a separate transaction and a failure in delivery shall not affect other deliveries.

a. The prices and currencies of the Goods of ARMACELL are as a. The prices and currencies of the Goods of ARMACELL are as specified in the Approved Order. Unless otherwise agreed, ARMACELL's prices are defined clearly and shall cover the standard package but shall not cover other and similar charges, duties and taxes ("Taxes") incurred for Goods or delivery of these Goods by the Value Added Tax or by a competent authority. The amount of the tax incurred to the Customer in connection with the sales of Goods shall be added to each invoice or shall be invoiced to the Customer separately by ARMACELL. In case of a discount made by ARMACELL, this discount is only related to the delivery particularly specified in the Approved Order.

b. The prices in foreign currency except Turkish Lira or unit price specified in the invoice of Approved Orders shall be converted into Turkish Lira based on the Central Bank's Effective Selling Rate of Exchange in the invoice date.

4. Payment and Receivable of the Customer

4. Payment and Receivable of the Customer
a. In Approved Order, unless otherwise stated, payment shall be made as net payment on due date specified in the ARMACELL's invoice. All payments shall be made without any Tax Deduction and set-off or counterclaim.
b. It is essential to pay the price of the goods on due date. Without prejudice to any other rights of ARMACELL, until all outstanding amounts are paid in full, shall accrue interest which will be calculated on a daily basis for overdue payment from the due date of the related invoice in current monthly late interest rate specified in the related invoice. All costs and expenses made by ARMACELL for the collection of the overdue payments (including, but not limited to reasonable attorneys' fees, expert fees, court costs and other litigation costs) shall be borne by the Customer.
c. Any objection to the invoice shall be notified in writing to ARMACELL within 8 (eight) days from the date of notification of the invoice. When this period is exceeded, the Customer shall be deemed as approved the invoice.
d. Payments made to our representatives shall be offset against the debt only if these persons are authorized to collect payments.
e. Even if the Customer particularly made a certain payment, ARMACELL reserves the right to offset this payment against the lodest debt.

oldest debt

oldest debt.

f. Even if postdated check or bill has been accepted for payment,
ARMACELL reserves the right to require payment in advance by
taking this check or bill as collateral.

g. In case of failure of making timely payments by the Customer,
ARMACELL may not only confiscate the affected deliveries but also
the deliveries consisting of other orders partially or wholly, refuse
to make delivery or request nayment in advance for deliveries. to make delivery or request payment in advance for deliveries.

to make delivery or request payment in advance for deliveries.

5. Delivery and Acceptance
a. In Approved Order, unless otherwise specified, all Goods are delivered to ARMACELL's Product Store.
b. In Approved Order, unless otherwise specified, the dates of the deliveries which will be made by ARMACELL are designated as the estimated dates, and in case of faiture of making these deliveries on time, the Customer accepts and undertakes not to make any requests in advance. ARMACELL is entitled to deliver the Goods partially even if not specified in the Approved Order and invoice them as well. Delay in the delivery of Goods would not absolve the Customer from the obligation to accept delivery, if the Customer's acceptance of this late delivery can reasonably be waited. The Customer shall be obliged to accept the Goods and pay the price specified for the amount of the Goods delivered by ARMACELL in the Approved Order.

c. In case of deliveries to be made by ARMACELL to the address to be given by the Customer, products should be unloaded promptly and appropriately. Delayed declaration of acceptance by the Customer is considered to be the Customer's default and gives ARMACELL the right to claim damages arisen from inability to perform or withdraw from the contract without granting a term of the ARMACELL shall refuse to take any responsibility arising from the ARMACELL shall refuse to take any responsibility arising from

d. ARMACELL shall refuse to take any responsibility arising from any performance of carrier or shipper or subcontractor under any circumstances, even if a contract has been signed with these parties.

6. Cancellation

In case the Customer do not accept or reject the Goods unrightly or the cancellation of Approved Order by Customer, ARMACELL is entitled to compensate losses that may arise due to this action from the Customer.

7. Examination and Specification Compliance

7. Examination and Specification Compliance
a. During the delivery and the load-unload, use, mixing, changing, integration, processing, transportation, storage, import and sale Iresalel of the Goods I"Use"]. the Customer shall examine the Goods and the Goods delivered shall be confirmed as complying with the specification which has been come to terms for the Goods and specified in the Approved Order, but in case of the lack of the specification which has been come to terms, the Goods delivered shall be confirmed as complying with the latest specification "Specification" Jused by ARMACELL during the delivery of the Goods and analysis certificate.
b. Complaints about the Goods shall be made in writing, a defect, default or shortage occurred during a reasonable control of the delivery shall be reported to ARMACELL within 8 leightl days at the latest from the date of delivery or shall be delivered to ARMACELL after 8 leightl days from another request leg. Latent defects is evident. The use of the Goods in any way shall be delemed as

unconditional acceptance of the Goods and waived all claims related to the Goods as of the date of delivery.

c. A determination as to whether the Goods delivered comply with specification shall be only made by ARMACELL from the inventory of ARMACELL and through the examination of records and samples taken from the production process of the Goods in accordance with the analysis method used by ARMACELL. In case of a conflict between the parties about the lot of goods supplied to the Customer by ARMACELL or quality of production process, ARMACELL shall submit an example of the said product or process to an independent laboratory which will reasonably be accepted by the Customer in order to determine if the said product or process complies with the specification. The results of this analysis shall be binding for the parties and the guilty party shall bear the costs related to the laboratory.

d. Defect in a part of the Goods shall not authorize the Customer to refuse the delivery of all Goods, if the Customer's acceptance of the remaining portion of defect-free Goods can reasonably be waited. If there are complaints, these complaints do not affect the Customer's payment obligations specified in the Article 4.

8. Transfer of Risk and Ownership
a. The risk of the Goods shall pass to the Customer according to
the relevant Incoterm (see Article 5.a).
b. The ownership of the Goods shall not pass to the Customer until
ARMACELL gets the full payment of the Goods, including interests,
fees, expenses and etc., and full legal ownership and beneficial
interest of the Goods shall remain to ARMACELL. However, the
Customer's responsibility shall continue. The ownership shall be

Interest of the Goods shalt remain to ARMACELL. However, the Customer's responsibility shall continue. The ownership shall be transferred to the Customer with the supply of the payments.

c. If there is a termination pursuant to Article 16, without prejudice to any other rights of ARMACELL, ARMACELL shall be entitled to request the immediate return of the Goods or re-process the Goods by making an application for retaining an ownership.

9. Limited Commitment

7. Limited Commitment
a. ARMACELL commits that the Goods would conform to the
specification only in the date of delivery. In case the Goods violate
this commitment, ARMACELL may change the Goods without
requesting any payment from the Customer with its own choose
within a reasonable time or grant a loan for the Goods in the actual. amount of the invoice price, as determined in accordance with the Article 7. Accordingly, ARMACELL's liability shall be limited only by changing the Goods or granting a loan in the amount of the value of the Goods.

of the Goods.

b. ARMACELL's liability related to changing the Goods or grantin loan for the Goods shall depend on the receiving a report of alle non-compliance on time by ARMACELL and acceptance of return of the Goods pursuant to the Article 7 where relevant.

10. Limited Liability

a. ARMACELL's responsibility related to and arising from the Goods and use of the Goods shall be limited with the direct damage of the Customer and shall not exceed the sales value of the damaged part of the related order given to the Customer under

any circumstances.

b. ARMACELL shall not be liable for or against the Customer or any b. ARMACELL shall not be liable for or against the Customer or any other person in any way for damages such as any concrete, incidental, consequential or punitive damages or goodwill loss, loss of sales or revenues, work stoppage, production delays, damages on the other goods or similar damages, including but not limited to any expenses, costs or damages.
c. The Customer agrees in advance that ARMACELL has not got a duty to substitute the manufacturer and has no responsibility from the claims arisen from the material and indirect damages faced by a business as a result of defects in the product in accordance with the other product liability provisions.

the other product lability provisions.

11. Force Majeure
a. Neither party shall not under no circumstance be responsible for damage, loss, cost or expense arisen from any delay, restriction, obstacle or failure in fulfilling its liabilities to the opposite party due to the occurrence of a situation emerged out of control. These terms include but not limited to as follows: natural disasters, laws and regulations, administrative measures, court orders and decrees, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strikes, lockouts, work slowdown, employee-employer issues, the shortage in the supply of necessary labor and raw materials, transportation problems, facility or basic machine failures, emergency repairs and maintenance, tack or failure of auxiliary facilities, delivery delays or defects on the goods supplied by suppliers or subcontractors within the scope of ARMACELL YALITIM ANONIM SIRKETI GENERAL TERMS OF SALE [Force Majeure*]. b. Upon the occurrence of a Force Majeure situation, the exposed party shall immediately notify it in writing to the opposite party and also report the cause of the situation and its effects on its liabilities under the Approved Order.

also report the cause of the situation and its effects on its liabilities under the Approved Order. In case of a delay, the obligation of delivery shall be suspended until the time wasted by Force Majeure. c. In addition to this, in case of a Force Majeure situation estimated as exceeding 60 (sixty) days after the agreed delivery date, each party shall be entitled to terminate the affected part of the Approved Order without giving any responsibility to the consists party. any responsibility to the opposite party

12. Amendment and Information; Compensation

12. Amendment and Information; Compensation
a. Unless the Specification do not comply with the amount of the
Goods would be fixed for a certain period of time, ARMACELL
reserves the right to amend the Specification. The Customer
accepts that ARMACELL may change its catalogs distributed or
published on websites, product data pages or data of other
explanatory publications without notice from time to time.
b. The Customer should use only his/her technical knowledge,
expertise and judgment about the Goods and use of these Goods
and act based on them. Consultancy provided by ARMACELL shall
not be accepted as an additional liability and/or responsibility to
ARMACELL. The Customer shall indemnify ARMACELL against all
losses, damages, costs, demands, liabilities and expenses
fincluding product liability) occurred in connection with the Goods
and use of these Goods by the Customer and protect ARMACELL
to be damaged.
c. Claims for damages which have been accepted or not been
accepted by ARMACELL for any reason shall not prevent the
payment of existing balances continuously in accordance with the
due date by the Customer. The Customer cannot be invoked to
offset.

13. Compliance with Laws and Standards
The Customer agrees that s/he may be subject to a condition or restriction under a law, statute, regulation, law or standard ["Laws and Standards"] related to use of the Goods. The Customer shall exclusively be liable to comply with all Laws and Standards appropriate for the intended use of the Goods, receive all

necessary approvals, permits and licenses for this use and be against Law and Standards and ARMACELL.

14. Independent Contractors

ARMACELL and the Customer are independent contracting parties, and the relation established with this Agreement do not constitute a relation that gives the authority to the parties such as proxy giver and proxy, contractor and subcontractor, authorized representative, agency and etc. to act on behalf of each other or make transactions which will debit each other.

15. Transfer and Change of Control

15. Transfer and Change of Control
a. Neither party may not transfer its rights or obligations under the Approved Order without receiving the written consent of the other party in advance, but either party may transfer these rights or obligations to the subsidiaries which are controlled.
b. In case a person or person group unrelated to the person who controls the Customer from the date of the Approved Order in any time during the period of the Approved Order acquires the ownership of securities by his/her voting rights or takes control over the Customer by another way, ARMACELL shall be entitled to terminate the Approved Order which will immediately be entered into force. The Customer must notify this acquisition to ARMACELL within 10 (len) days. ARMACELL may exercise its right to terminate the Approved Order by written notice to the Customer within 10 (ten) days from the date of receipt of such notice.

16. Suspension and Termination

16. Suspension and Termination
a. In case the Customer goes into default when fulfilling its liabilities to ARMACELL and do not provide the adequate assurance with its performance before the planned delivery date its performance, or in case the Customer becomes insolvent and is not able to pay its debts on due date or goes into liquidation reorganization or integration apart from the liquidation), or in case the Customer open a bankruptcy lawsuit or a bankruptcy lawsuit to be opened against the Customer, or in case of assigning a trustee or equity receiver for the whole part or almost the whole part of the Customer's assets, or in case the Customer enters into an arrangement with creditors or makes a transfer in favor of creditors, ARMACELL immediately submit a written notice;

I. Provided that all costs related to take back the Goods belong to the Customer,
III. ARMACELL may request the return of the Goods which have been delivered and have not been paid and take back the ownership of them and/or
III. may suspend the performance of it or may terminate the Approved Order for pending delivery of the Goods, but
IV. the circumstances are exceptional when the Customer pays the price of the Goods cash in advance
V. or ARMACELL gets the sufficient assurance for the payment of the cost of the Goods.

b. In case of an occurrence specified in the Article 16.a, all unpaid receivables of ARMACELL shall become due for the Goods which have been delivered to the Questomer but its energies.

b. In case of an occurrence specified in the Article 16.a, all unpaid receivables of ARMACELL shall become due for the Goods which have been delivered to the Customer but its ownership have not been taken back by ARMACELL.

17. Waver
ARMACELL's lack of performance of a provision of these Terms at
any time shall not mean that ARMACELL waived to perform such a
term. ARMACELL's rights shall not be affected from any delay,
incapability or negligence in the performance of this provision.
ARMACELL's waiver of a breach of one the Customer's liabilities
shall not be interpreted as waiver of an earlier or later breach.

18. Severability and Modification

18. Severability and Modification In the event of a provision of these Terms is invalid or unenforceable, this case shall not affect the validity and enforceability of the remaining provisions between the parties and shall be severed from other provisions. The relevant provisions which are invalid or unenforceable shall be regulated to meet the legal and economic purpose of the original provisions at the maximum extent permitted by law. maximum extent permitted by law.

19. Intellectual Property Rights
Ownership and/or all kinds of intellectual rights which its right of disposition is directly or indirectly owned by ARMACELL shall not be used for any purpose other than the scope and performance of the general terms of sale.

20. Title, Logo and Brand

The Customer agrees and undertakes to use ARMACELL's title and logo within the scope of the general terms of sale and not to use any other purpose.

21. Evidential Contract

21. Evidential Contract For the proof of any matter related to the general terms of sale, apart from the legal documents, documents in the form of fax and electronic can also be used as evidence, providing that prepared in accordance with the general conditions of sale by authorized representatives of the parties. In case of conflict, ARMACELL's books and documents are the only evidence in accordance with the Article 287 of the Code of Civil Procedure.

All notifications which will be made or given in conjunction with the general terms of sale shall be made to the commercial domicile.

23. Inspection

ARMACELL has the authority to investigate the Customer's office or facilities during contract. ARMACELL has also the right and authority to ask necessary questions to the Customer through the people authorized by ARMACELL to inspect the rights and claims of itself within the scope of the contract. These inspections shall be carried out during normal business hours and shall avoid unreasonably interfere with the activities of the Customer.

24. Governing Law and Venue

Parties' rights and liabilities arisen from or related with the Approved Order and/or Terms, notwithstanding the provisions of conflict of laws, shall be subject to the Laws of the Republic of Turkey, and shall be interpreted and enforced in accordance with these laws. In case of conflict, BURSA Central Courts and Enforcement Offices has exclusively been recognized as competent authority.

25. ConfidentialityARMACELL has the right to record the Customer's information about commercial relationship and transfer and disclose this information to the group that it belongs, its affiliated companies and the authorities, when necessary.

REFERENCES





















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