



Distributor Agreement

AYS BRAKE FOREIGN COUNTRY DISTRIBUTION CONTRACT

21.06.2004

1-PARTIES

AYS FREN SİSTEMLERİ VE OTO. SAN. TIC. LTD. ŞTİ, with its principal office at Konya Organize Sanayi Bölgesi T. Ziyaeddin Cad.8 No'lu Sk. No:26 KONYA/TURKIYE, (hereinafter will be cited as the 'Firm'), and, corporated under the laws ofcountry, with its principal office at....., (hereinafter will be cited as the 'MAIN DISTRIBUTOR'), have executed this contract in order to mutually and completely fulfill GENERAL and SPECIAL conditions of DISTRIBUTION CONTRACT.

2- GENERAL TERMS

SUBJECT

Article 1 Storage, distribution and sales of every type of brake adjuster product groups (automatic brake adjuster, mechanic brake adjuster, repair set, lids and similar equipments) produced by the firm under brand name AYS FREN, as well as the products which the firm distributes across the country, by the distributor in strict compliance with contract terms and conditions.

DISTRIBUTOR

Article 2 The distributors are authorized and responsible for carrying out the activities specified in article 1, in line with the programs and principles approved by the firm and under the terms and conditions imposed by the firm.

DISTRIBUTOR CAPACITY

Article 3 Distribution of the products is a job that the distributor can carry out. The distributor shall not transfer its rights, duties, powers and obligations under this contract to judicial or natural persons and or shall not be partner to the agreement without the written consent of the firm or shall not execute a partnership agreement with a natural or judicial person dealing with this job or a similar job.

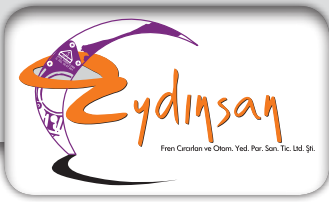
CHANGE OF ADDRESS AND AUTHORIZED SIGNATORIES

Article 4 "Distributor" agrees and undertakes to inform 'AYS FREN' of any change or modification of its name, address or authorized signatories within 7 (seven) days after the registration of such changes with Trade Registry. If these changes are not declared within the said period, the distributor hereby acknowledges and accepts that any documents sent to the former address will be considered to have been sent to the new address and will be considered to have been received and accepts any obligation arising out of documents like cheques, promissory notes that are signed by former authorized signatories. The distributor shall not claim any rights or damages from AYS FREN with respect to such an incident.

TERRITORY

ARTICLE 5 AYS FREN agrees to grant the territory, which was previously determined and which was accepted by the distributor, to the distributor in order to enable it to carry out the job specified in above (1) , and AYS FREN also accepts to recognize it as the distributor of the said territory.

The distributor shall not store, distributor or sell the goods specified in article 1 outside the borders of the territory determined by AYS FREN above or shall not use judicial or natural persons or third parties to do so, on its behalf.



SUB-DISTRIBUTOR (AGENCY)

ARTICLE 6 The distributor shall be entitled to found a company acting in the capacity of sub-distributor (agency) to carry out storing, distributing, selling and similar jobs with respect to the job that is the subject matter of the contract, only after obtaining the written approval of the firm. However, the distributor shall never be entitled to transfer its rights and responsibilities under this contract to the sub-distributor.

CHANGE OF TERRITORY AND ASSIGNING NEW DISTRIBUTORS TO THE TERRITORY

Article 7 If AYS FREN determines after on-site examinations carried out by its officials that distribution and sales activities in the territory granted to the distributor are insufficient, AYS FREN may, in its sole discretion, change the borders of the territory or in order to prevent insufficiency of distribution and sales volume, may assign other distributors to do the same job and the distributor shall not object to that decision or shall not claim any damages or any right from the firm.

AYS FREN shall continuously monitor the sales volume of the distributor and shall take necessary actions to improve and increase the sales. If monthly or periodical sales targets are not achieved or no efforts are made to that end, AYS FREN may suspend the distribution job. In the event of the assignment of another distributor in the territory granted to the distributor under this contract, the distributor shall not work within the territory granted by AYS FREN to the new distributor and shall not cause any problems for their businesses.

RESPONSIBILITIES OF THE DISTRIBUTOR REGARDING SUB-DISTRIBUTOR

Article 8

AYS FREN may assign up to five agencies in a country, in line with the specific economic conditions of that country. These assignments will be revised through a systemized operation after due consultation with the main distributor.

The main distributor shall be responsible for monitoring the sub-distributor's storing, distribution, sales, marketing and pricing policies and ensure that they comply with the rules imposed by the firm. The distributor hereby accepts and agrees that any liabilities to arise, whether or not caused by the sub-distributor, will be considered as its liabilities and also accepts to replace the sub-distributors of which works are found insufficient by the firm.

REPLACEMENT OF SUB-DISTRIBUTOR, CANCELLATION OF SUB-DISTRIBUTION SYSTEM AND ASSIGNING A NEW SUB-DISTRIBUTOR

Article 9 AYS FREN, when it considers necessary, may demand, from the main distributor that sub-distributor be replaced or sub-distribution be cancelled or a new sub-distributor be assigned. Such request of the firm will be requested within the period given by AYS FREN to the distributor.

RELATIONSHIP OF THE DISTRIBUTOR WITH THE COMPETITORS COMPANIES AND ORGANIZATIONS

Article 10 The distributor shall not, without the written approval of the firm, act directly or indirectly through a judicial or natural person or a third party act as the distributor of a private or local or international brake adjuster and relevant equipments producer and/or seller and shall not store, distribute, sell or advertise the said products.

OBTAINING AND SUPPLYING THE PRODUCTS

Article 11 The distributor shall obtain the products that are the subject matters of the contract, specified in above 1, from the plants determined by AYS FREN. Distributor shall not obtain the products from another distributor, or from a sub-distributor of another distributor or from a similar resource, without the prior written consent of the AYS FREN.

FORCE MAJEURE

Article 12 If AYS FREN fails to fulfill its obligations due to war, civil war, terror in the country of the buyer, blockage of the roads, blockage or interruption of the traffic, lockout, strike or strike possibility, orders and restrictions imposed by the governments, inability to obtain raw material and other equipments, lack of product stocks, interruptions in the production in AYS FREN plants and factories due to technical reasons and similar ordinary and extraordinary reasons, the distributor shall not claim any damages or rights from AYS FREN.

DELIVERY OF THE PRODUCTS

Article 13 AYS FREN shall not be responsible for any accidents, breaks, loss of function sustained by the goods or any similar losses or damages incurred during the loading, unloading and delivery of the products by the distributor. However, in cases where AYS FREN transports the goods, AYS FREN shall be responsible for any such damages until the delivery of the vehicle.

PAYMENT

Article 14 The distributor shall transfer the amounts of the goods it receives line with the foregoing provisions in advance, according to the payment schedule to be determined by AYS FREN and to the account given by AYS FREN after the proforma invoice is approved. For our customers, which make regular purchases for 6 subsequent months, we will open 60-day, confirmed L/C after the date of Bill of Lading for their next regular and monthly purchases and the prices of valid in such purchases will not include additional amounts for the passed months. L/C charges will belong to customer.

PRICES AND PRICE ADJUSTMENTS

Article 15

AYS FREN may in its sole discretion adjust the prices. The distributor hereby unconditionally undertakes to work with the list prices provided by AYS FREN.

As AYS FREN attaches importance to the business relationship it has with the distributor, it adopts a special pricing policy and aims to make the cooperation permanent and set its fixed retail price by providing its end-user price to its distributor and thus avoids being a competitor to its distributors to anywhere in the world. Distributor's marketing performance will directly affect the sales and pricing policies as well as payment terms.

DEBTS BECOMING PAYABLE

Article 16 Distributor hereby agrees and accepts that in case any of the cheques and/or bonds that it gives for the products it buys from AYS FREN is dishonored on the due date and/or on its date, subsequent cheques and/or bonds will become payable and that creditor will be entitled to start every type of legal proceedings for the amounts payable to it.

DISTRIBUTOR'S DEEDS NOT IN COMPLIANCE WITH THE PRINCIPLES SET BY AYS FREN

Article 17 The distributor hereby accepts and undertakes to regulate its business and activities according to the loan policy, competition method of AYS FREN and according to the principles adopted and decisions made or to be made by AYS FREN. In case the firm officials determine that the distributor is insufficient with respect to activities or has actions that are not in compliance with business ethics or morals, and where valuable documents turn out to be dishonored or where the distributor fails to fulfill its obligations, AYS FREN will be entitled to terminate the contract and any losses and damages arising out of such incidents shall be compensated by the distributor.



SHOWROOMS AND SALES ORGANIZATION OF THE DISTRIBUTOR

Article 18 AYS FREN shall determine the showroom, display and sales organization of the distributor. The distributor shall obtain a showroom and materials as specified AYS FREN and shall employ staff in number and with qualifications required by the instructions of the firm and also shall keep and accurately and completely fill out the documents, forms and promissory notes requested by the firm, and shall also inform AYS FREN about the warehouses and shops it uses and/or will use to store the goods.

AYS FREN shall train and inform the distributor about product data, after-sales customer satisfaction and marketing.

INSPECTION POWERS OF AYS FREN

Article 19 Distributor hereby undertakes and agrees to assist the firm officials in the investigations of the firm which the firm considers necessary and shall present invoices, documents, accounts, sales reports, customer lists required by firm officials.

VALIDITY PERIOD

Article 20 This agreement is valid for 6 months starting from

RENEWAL OF THE CONTRACT AND END OF DISTRIBUTOR CAPACITY

Article 21 Unless any of the parties gives two-months notice to the other party prior to the expiration date specified in article 20, for the extension of the period of the agreement or to prepare a new agreement, the contract will automatically renew for one more year. Same period will be valid for every expiration date.

If the distributor wishes to end its distributor capacity within the period of this contract, it shall notify AYS FREN in writing 90 days prior to its cancellation of its capacity.

THE UNILATERAL TERMINATION RIGHT OF AYS FREN

Article 22 In case distributor fails to fulfill any of its obligations under this contract, the firm shall be entitled to terminate this contract. The distributor shall not be entitled to any right or compensation from the firm due to such termination.

ADDRESSES OF THE PARTIES

AYS FREN SİSTEMLERİ VE OTO. SAN. TIC. LTD. ŞTİ. Konya Organize Sanayi Bölgesi T. Ziyaeddin Cad.8 No'lu Sk.
No:26 KONYA/TURKIYE

SETTLEMENT OF THE DISPUTES

Article 23

The parties agree that courts and Bailiff's Offices of Turkey are authorized for the settlement of disputes arising out of this contract.

SPECIAL TERMS

(Factory and distributor can express their special terms.)

THE FIRM

DISTRIBUTOR

AYS FREN SİSTEMLERİ VE OTO. SAN. TIC. LTD. ŞTİ,

Contract No.

10. 11. 2008

ISL - Industrieller Service und Logistik GmbH, hereinafter referred to as Customer, in the person of Stefan Kudernatsch Prokurist, on the one side, and AYS FREN Fren Cırcırları, hereinafter referred to as Manufacturer, in the person of Doğan AYDIN (Muammer Energin), on the other side, both referred to as Parties, have concluded the present Contract as follows:

1. SUBJECT OF THE CONTRACT

1.1. Manufacturer agrees to produce and Customer agrees to acquire and pay in full automobile spare parts and components (hereinafter Spare parts) in accordance with its Delivery Orders.

1.2. Delivery orders shall be compiled based on nomenclature of products produced by Manufacturer at the price in original price list Customer's discounts inclusive.

1.3. Customer shall send Delivery Orders to Manufacturer in electronic format (by electronic mail), in fax or in hard copy.

1.4. The property, risk of damage and/or accidental loss of Spare parts passes from Manufacturer to Customer from the date of Manufacturer's fulfillment of its responsibilities according to clause 2.1.3.

1.5. Spare parts may be delivered by partial deliveries during effective period of the present Contract.

2. RIGHTS AND RESPONSIBILITIES

2.1. Manufacturer's responsibilities are:

2.1.1. To provide Customer with Spare parts for motor transport vehicles in accordance with the functional standard for the sectional type of production.

2.1.2. To inform Customer immediately about any delay in manufacture;

2.1.3. To transfer Spare parts to Customer and/or Customer's representative (including consignee or shipper).

2.2. Manufacturer's rights are:

2.2.1. to receive due payment from Customer for the ordered Spare parts;

2.2.2. to unilaterally raise prices for Spare parts pursuant to the procedure established by the present Contract.

2.3. Customer's responsibilities are:

2.3.1. To do all necessary acts on acceptance of delivered Spare parts, including their acceptance in quantity and quality (visible defects).

2.3.2. To issue Delivery orders providing Manufacturer with precise determination of necessary Spare parts to be produced.

2.3.3. To accept qualified and complete Spare parts appropriate for sale to third parties.



2.4. Customer's rights are:

2.4.1. To make alterations in its Delivery orders as agreed with Manufacturer;

2.4.2. To require replacement of undue Spare parts.

3. PRICES, DELIVERY TERMS AND PROVISIONS

3.1. Manufacturer shall produce and deliver Spare parts within 30 working days from the date of Delivery Order receive (and its acceptance to execution according to the present Contract). Other delivery periods may be additionally agreed by Parties for particular Spare parts lots.

3.2. Cost of each specific lot of Spare parts shall be defined under prices in original price list Customer's discounts inclusive. In the event that the agreed Delivery Order (e.g. approved Proforma with new prices) includes the prices lower than the original price lists this new price shall be applied.

3.3. Manufacturer shall notify Customer about Order acceptance/non-acceptance to execution within 3(three) days. Order may be confirmed in any forms including Proforma submittal to Customer.

Unless Manufacturer informs Customer about Order non-acceptance within 3 (three) days, Order shall be considered to be accepted by Manufacturer from the date of its receipt.

3.4. Customer shall make payments in the following order:

- Customer shall pay 50 % of Delivery Order amount within 5 (five) bank days from the date of Order acceptance to execution by Manufacturer;

- Customer shall pay remaining 50 % of Delivery Order amount within 15 (fifteen) bank days from the date of Spare parts receipt.

3.5. Parties have come to agreement on appropriation limitation: Customer may transfer monetary funds to Manufacturer's account before arrangement of advanced orders, i.e. these monetary funds shall be on Manufacturer's account for Customer's payment of spare parts delivered in future (in case of the present Contract termination Manufacturer shall return undrawn balance to Customer).

3.6. Manufacturer's invoices are to be paid to their account.

3.7. The price of Spare parts is fixed in Euros and/or US Dollars.

3.8. Manufacturer shall deliver Spare parts to the place indicated by Customer in Istanbul, provided that spares cost shall include delivery costs.

3.9. Manufacturer may deliver Spare parts ahead of time stipulated in Delivery Order subject to Customer's consent.

3.10. Parties hereby have agreed that Manufacturer may raise prices for Spare parts no more than by 5% during one calendar year.

In the event that Manufacturer is enforced to raise prices by more than 5 % (considerable rising costs for primary products, electricity, etc.) due to reasons beyond his control, Manufacturer give notice to Customer at least 60 (sixty) days prior to the planning date of such price increase.

3.11. After Contract's termination Parties arrange for mutual payments within 30 (Thirty) days after the notification to terminate Contract.

4. DEFECTS. WARRANTY PERIOD. QUALITY CONTROL

4.1. Manufacturer shall establish warranty period for a term of 12 (twelve) months from the date of Spare parts delivery to Customer. In the event when the warranty period established in Spare parts supporting documents (safety data sheet, warranty certificate, etc.) is longer than 12 months, the warranty period indicated in these documents shall be applied.

4.2. When defect detection for Spare parts, Manufacturer is obliged to replace these Spare parts within 20 (twenty) working days. Parties may additionally set other terms.

4.3. In the event that 20% of Spare parts in one Order have defects Customer has a right to return all Spare parts lot under this Order (either particular part of the Order at his own convenience). It is expressly understood that Manufacturer shall compensate all payments for the returned Spare parts within 7 (seven) days from the date of their return.

Comment: This clause applies with respect to the events when 20% or more of Spare parts with similar nomenclature number from one or several Orders have defects, i.e. Customer has a right to return these Spare parts (all or partial), and Manufacturer shall compensate all payments for the returned Spare parts within 7 (seven) days.

4.4. Parties have agreed that Customer (his representative) has a right of the ordered Spare parts manufacturing process monitoring including trademark laying process as per clause 10.1. In the event of Customer's (his representative's) arrival Manufacturer shall provide unimpeded access to the production workshops, storehouses, etc. for the production process monitoring.

5. LIABILITIES OF PARTIES

5.1. The Parties are liable in accordance with the current laws of Germany.

5.2. Payment of the penalty shall not set the Parties free of the liability to fulfill Contract.

6. FORCE MAJEURE

6.1. If either Party is prevented from or delayed in performing its obligations hereunder as a result of an event of Force Majeure such prevention or delay shall not be considered a breach of the Contract, but shall relieve the Parties of their respective obligations to perform and make payment for the works for the period while the circumstances last.

6.2. In the event that such prevention or delay shall endure for a period in excess of sixty (60) days, either Party shall be entitled to terminate the Contract by written notice to the other. The conditions of termination will be discussed between the Parties.

6.3. "Force Majeure" shall mean any act or event which is beyond the control of Customer or Manufacturer including, Act of God, epidemic, tidal wave, explosion, lightning, earthquake, hurricane, war (whether declared or not), riots, strikes or other industrial action, civil and military disturbance and acts of government or governmental authority or of a representative thereof.

7. TAXES

7.1. All taxes, duties and customs' fees payable in connection with the execution of the present Contract on the



territory of Manufacturer's country shall be paid by Manufacturer; all such taxes, duties and custom fees payable on the territory of Customer's country shall be paid by Customer.

8. CONCESSION OF THE RIGHTS AND DUTIES UNDER THE CONTRACT

8.1. This Contract shall be binding on the Parties hereto, their legal successors and assigns, provided however, that this Contract may not be assigned, transferred or hypothecated by either Party in whole or in part, directly or indirectly, by operation of law or otherwise, without the prior written approval of the other Party.

9. ARBITRATION

9.1. Any disputes, disagreements or claims, arising out of this Contract or in connection with it, or its violation, termination or invalidity, shall be resolved by the Parties by means of negotiations.

9.2. If the Parties fail to reach mutual agreement by means of negotiations, all disputes, disagreements or claims, arising out of this Contract or in connection with it, including its execution, violation, termination or invalidity, shall be referred to the Arbitration Court of Hamburg, Germany. The decision of the Arbitration Court is final and compulsory for both Parties.

10. SPECIAL CONDITIONS

10.1. Customer empowers Manufacturer to lay BERGKRAFT DEUTSCHLAND trademark (mixed and/or word) on all Spare parts manufactured for Customer.

10.2. Manufacturer is obliged to lay the trademark as per clause 10.1 on all ordered Spare parts.

10.3. Manufacturer has a right and is obliged to lay the trademark as per clause 10.1 only on the Spare parts ordered by Customer.

10.4. Customer has noticed Manufacturer on the fact that BERGKRAFT DEUTSCHLAND trademark (mixed and/or word) is intellectual property of Customer pursuant to corresponding international conventions and agreements. In the event of failure to comply with requirement on the trademark Manufacturer shall take full responsibility as required by the Law of Germany, but in all circumstances Manufacturer shall indemnify Customer for the losses incurred in this connection.

10.5. Total costs of Spare parts shall include Manufacturer's services on trademark laying as per clause 10.1.

10.6. Parties are obliged to maintain confidentiality (commercial secret) as for both the present Contract and information obtained from each other and also knowledge, experience, know-how, and other data on other Party, to hold confidential this information including payments, packaging, trade-marking of goods and package materials specified in clause 10.1 from third parties without prior written consent of other Party under the present Contract. These requirements shall not apply to the cases when one party reveals confidential information to the authorized bodies on their demand to the extent permitted by applicable law. Any losses due to violation of this clause under the present Contract shall be fully compensated by the Party in fault.

11. EFFECTIVE TERM AND VALIDITY, OTHER TERMS AND CONDITIONS

11.1. The term of this Contract shall be 12 months beginning from the date of signature by both Parties.

11.2. The Parties agree that prior to the scheduled termination of this Contract they will extend the Contract for another 12 months. However neither Party shall be under any obligation to extend this Contract at any time provided it notifies other Party about it in written with due advance (no later than 15 days before its expiration).

11.3. This Contract is executed in duplicate in English, each one having equal power, one for each Party.

11.4. All changes and additions to this Contract shall be valid only in case of written agreement signed by both Parties.

Comment: Order approval (with new prices for a particular Spare parts lot inclusive), covering letters, business correspondence in other forms are acceptable (e-mail correspondence, facsimile messages, etc.) provided that their execution by Parties may be identified.

12. ADDRESSES OF THE PARTIES:

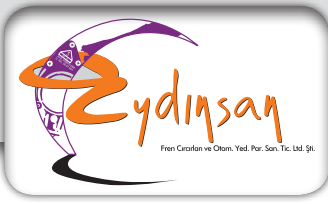
12.1. Manufacturer:

12.2. Customer:

ON BEHALF OF Manufacturer

DOĞAN AYDIN

ON BEHALF OF Customer



Sözleşme No.

10.11.2008

Bu sözleşmede taraflardan ISL-Industrieller Service und Logistik GmbH müşteri olarak ve yetkilisi Stefan Kudernatsch Prokurist,AYS FREN Fren Cırcıları ise üretici olarak ve yetkilisi Doğan AYDIN (Muammer Enerjin) şeklinde belirlenmiştir ve mevcut sözleşmenin ayrıntıları aşağıdaki gibidir:

1-SÖZLEŞMENİN KONUSU

1.1. Üretici, otomobil yedek parçalarını ve aksamalarını(bu sözleşmede yedek parça olarak belirtilir) üretmeye ve müşteri üreticinin ürettiği ürünleri siparişlerle satın alarak,ödeme yapmayı kabul eder.

1.2. Sipariş formları,üreticinin ürün terminolojisine uygun olacak ve orjinal fiyat listesindeki müşteri indirim oranlarını kapsayıcı nitelikte olacaktır.

1.3. Müşteri,sipariş formunu üreticiye elektronik formatta(elektronik e-posta),fax veya basılı kopya şeklinde gönderecektir.

1.4. Üretici, aşağıdaki 2.1.3 maddesinde belirtilen sorumluluklarına uygun davranmak kaydıyla ,yedek parçaların mülkiyeti,zarar riski veya hasar durumları üreticiden müşteriye üretici yükümlülüğünü yerine getirdiği tarihten itibaren geçer.

1.5. Mevcut sözleşmenin yürürlükte olduğu süreçte,yedek parçalar kısmi teslimatlar ile gönderilebilir.

2.HAKLAR VE SORUMLULUKLAR

2.1. Üreticinin sorumlulukları:

2.1.1. Motorlu ulaşım araçları için kullanılan yedek parçaları müşteriye bölgesel üretim tipi için fonksiyonel standarda uygun olarak tedarik etmek.

2.1.2. Üretimdeki her türlü gecikme ile ilgili müşteriye ivedi bir şekilde bilgilendirmek.

2.1.3. Yedek parçaları müşteriye ve/veya müşterinin temsilcisine(teslim alan ya da yükleyen dahil) teslim etmek.

2.2. Üreticinin Hakları:

2.2.1.Siparişi verilen yedek parçaların ödemesini müşteriden tahsil etmek.

2.2.2. Mevcut sözleşmede belirtilen prosedüre uygun olarak yedek parçaların fiyatlarını tek taraflı olarak artırmak.

2.3 Müşterinin Sorumlulukları:

2.3.1. Teslim edilen yedek parçaların kabulünü sağlamak için(kalite ve miktar uygunluğunu da içine alacak şekilde) gerekli anlaşmaları yapmak.

2.3.2. Üretilecek gerekli yedek parçaları kesinleştirerek üreticiye sipariş formunu göndermek.

2.3.3. Tamamlanmış ve kalifiye yedek parçaları uygun olarak üçüncü taraflara satmak amacıyla uygun olarak muhafaza etmeyi kabul etmek.

2.4. Müşterinin Hakları:

2.4.1. Üretici ile anlaşarak sipariş sözleşmelerinde değişiklik yapmak.

2.4.2. Uygunsuz yedek parçaların değiştirilmesini talep etmek.

3. FİYATLAR, TESLİM KOŞULLARI VE HÜKÜMLER

3.1. Üretici sipariş talimatını (Mevcut sözleşmenin yerine getirilmesine uygun olarak) aldıktan sonra 30 iş günü içinde yedek parçaları üretecek ve teslim edecektir. Ayrıca, özel yedek parçalar için başka teslim sürelerini sözleşme tarafları kararlaştırabilirler.

3.2. Her bir spesifik yedek parçanın maliyeti, orijinal fiyat listesindeki müşteri indirim oranını kapsayacak şekilde belirlenecektir. Kabul edilen sipariş anlaşmasının (örneğin yeni fiyatlı proforma'nın onaylanması) fiyatları, orijinal fiyat listesindekinden daha düşük olursa, bu yeni fiyat uygulanacaktır.

3.3. Üretici, 3 gün içinde siparişin kabul ya da reddedildiğini müşteriye bildirecektir. Sipariş, proforma vb türden formla müşteriye teyit ettirilebilir. Sipariş, alındığı tarihten itibaren 3 gün içinde üretici tarafından kabul edilip edilmediği müşteriye bildirilmeksizin, kabul edilmiş sayılmaz.

3.4. Müşteri ödemeleri aşağıdaki düzen kapsamında yapacaktır:

- Müşteri, siparişin üretici tarafından kabulünden sonraki 5 banka (iş) günü içinde sipariş talimatındaki miktarın % 50'sini ödeyecektir.

- Müşteri, kalan %50'yi, yedek parçaları teslim aldıktan sonra 15 gün içinde ödeyecektir.

3.5. Taraflar, tahsis sınırlama anlaşması (ödeme emri verilen anlaşma) yapmak zorundadır: Müşteri, belki üreticinin hesabına ileriki sipariş anlaşmaları henüz düzenlenmeden, para transfer edebilir. Bu para, üreticinin hesabında müşteriye gelecekte teslim edilecek yedek parçaların ödemesi olarak bulunacaktır (Mevcut sözleşmenin feshedilmesi durumunda üretici, çekilmemiş bu parayı müşteriye geri gönderecektir).

3.6. Üreticinin fatura tutarları onun hesabına ödenir.

3.7. Yedek parçaların fiyatları Euro ve/veya Dolar cinsinden sabitlenir.

3.8. Üretici, müşteri tarafından İstanbul'da belirtilen yerde yedek parçaları teslim edecektir. Teslim masrafları da yedek parçaların içinde olacaktır.

3.9. Üretici, yedek parçaları sipariş sözleşmesinde değişiklik yaparak ve müşterinin rızası kapsamında ileriki tarihte teslim edebilir.

3.10. Taraflar, bu sözleşmede 1 takvim yılı boyunca %5'ten daha fazla olmamak kaydıyla, yedek parçaların fiyatlarını artırmaya razı olmuşlardır.

Üretici, kendi kontrolü dışında fiyatları %5'ten daha fazla artırmaya zorlanırsa (önemli hammadde artışları, elektrik vb), böyle bir fiyat artışını planlama tarihinden, en az 60 gün önce müşteriye bildirir.

3.11. Sözleşmenin feshinden sonra taraflar, sözleşmenin feshini bildirdikten sonra 30 gün içinde, karşılıklı olarak ödemeleri ayarlar.



4.HATALAR (ÜRÜNLE İLGİLİ), GARANTİ SÜRESİ VE KALİTE KONTROLÜ

4.1. Üretici,yedek parçaların müşteriye tesliminden itibaren 12 aylık bir dönem garanti süresi verecektir.Yedek parçalara garanti süresi verildiğinde,garantiyi destekleyen belgeler (güvenlik veri listesi,garanti belgesi vb.) 12 aydan daha uzun sürelidir,bu belgelerdeki belirtilen garanti süresi uygulanacaktır.

4.2. Yedek parçalarda hata tespit edildiğinde üretici,bu yedek parçaları 20 iş günü içinde değiştirmek ile yükümlüdür.Taraflar,ayrıca başka koşullar ihdas edebilirler.

4.3. Bir siparişteki yedek parçaların %20'si hatalı ise,müşteri bu siparişteki tüm yedek parçaları iade etme hakkına sahiptir(siparişteki diğer özel parçalar için de garanti durumu,müşterinin takdirindedir).Böylece, üreticinin yedek parçalar kendisine geldikten sonra 7 gün içinde ilgili yedek parçaların bedelini ödeyeceği açıklar.

Açıklama:Bu madde bir veya birkaç siparişte verilen yedek parçaların %20 ya da daha fazlasının hatalı olması durumunda uygulanır.Müşteri,bu hatalı yedek parçaları(tüm ya da kısmi olarak) üreticiye iade etme hakkına sahiptir ve üretici iade edilen yedek parçaların bedelini 7 gün içinde ödeyecektir.

4.4. Taraflar,müşterinin (ya da temsilcisinin)madde 10.1. e uygun olarak,sipariş edilen yedek parçaların markalama da dahil olmak üzere üretim sürecini izleme hakkına sahip olduğunu kabul etmişlerdir.Müşterinin (ya da temsilcisinin)üretim sürecini izlemek için bir engelleme olmaksızın üretim hattına,depoya vs. girişi üretici tarafından sağlanacaktır.

5.TARAFLARIN YÜKÜMLÜLÜKLERİ

5.1. Taraflar,mevcut Alman yasalarına göre sorumludurlar.

5.2. Ceza ödemesi,tarafların sözleşmeyi yerine getirmekten kaçınmalarına olanak vermez.

6.MÜCBİR SEBEP

6.1. Şayet taraflar, aşağıda belirtilecek olan mücbir sebepler nedeni ile yükümlülüklerini yerine getiremez ya da gecikirse;bu durumda sözleşme ihlal edilmiş sayılmaz ama taraflar(ayrı ayrı) bu koşullar(mücbir sebepler) sürerken ve bu dönem boyunca işleri yetiştirmek ya da ödemeleri yapmak konusundaki sorumluluklarından kurtulacaklardır.

6.2. Mücbir sebepten dolayı yükümlülükleri yerine getirememe ya da gecikme en fazla 60 günlük bir dönemi kapsamaması durumunda sözleşmenin iki tarafından herhangi biri,diğer tarafta yazılı bildirimde bulunarak sözleşmeyi feshetmeye yetkili olacaktır.Sözleşmeyi feshetme koşulları ve ayrıntıları taraflar arasında görüşülecektir.

6.3. Mücbir sebep,müşteri ya da üreticinin kontrolü dışında meydana gelen doğal afet,salgın,tsunami,patlama,yıl dırım,deprem,kasırga,savaş(ilan edilmiş ya da edilmemiş),iç isyanlar,grevler ya da diğer endüstriyel olaylar,sivil ya da askeri kargaşa ve hükümetin veya hükümet organlarının veya onların temsilcilerinin icraat ve yasalarından kaynaklanan bir dizi sebeptir.

7.VERGİLER

7.1. Mevcut sözleşmenin yerine getirilmesi bağlamında üreticinin ülkesindeki her türlü vergi,mali yükümlülük kapsamındaki harç,resim ve gümrük ücretleri üretici tarafından,müşterinin ülkesindeki her türlü vergi,mali yükümlülük kapsamındaki harç,resim ve gümrük ücretleri müşteri tarafından ödenecektir.

8.SÖZLEŞME KAPSAMINDAKİ HAK VE SORUMLULUKLARIN KABULU

8.1. Bu sözleşme,sözleşme taraflarını,onların haleflerini,görevlendirdiği kişileri bağlayıcı olmakla birlikte,kısmi ya da bütün olarak direk ya da dolaylı olarak kanun ya da başka bir tarzda uygulama nedeniyle sözleşmenin diğer tarafının yazılı onayı alınmaksızın herhangi bir tarafca,devredilmez,tahsis edilmez,rehin verilmez.

9.HAKEMLİK (ARABULUCULUK)

9.1. Bu sözleşme ya da onunla ilgili ortaya çıkan ihtilaflar,anlaşmazlıklar veya iddialar ve sözleşmenin ihlali,fesih edilmesi veya geçersizlik konuları sözleşme taraflarınca müzakere yöntemleriyle çözülecektir.

9.2. Şayet taraflar, bu sözleşme ya da onunla ilgili ortaya çıkan tüm ihtilaflar,anlaşmazlıklar veya iddialar ve sözleşmenin ihlali,fesih edilmesi veya geçersizlik konularını müzakere yöntemleriyle çözümede karşılıklı olarak bir anlaşmaya varmada başarısız olurlarsa. Almanya'daki Hamburg Hakemlik Mahkemesine başvuracaklardır.Hakemlik mahkemesinin kararı,her iki taraf için de kesin ve uyulması zorunludur.

10.ÖZEL KOŞULLAR

10.1. Müşteri,tüm yedek parçalarda BERGKRAFT DEUTSCHLAND markasını(karışıkve/veya kelimesini içeren) üretmeye üreticiyi yetkili kılar.

10.2. Üretici, madde 10.1 deki gibi siparişi verilen tüm yedek parçalarda markalamaya mecburdur.

10.3. Üreticinin,müşteri tarafından sipariş edilen sadece yedek parçaları madde 10.1 de belirtildiği gibi markalamak hakkı ve zorunluluğu vardır.

10.4. Müşteri, BERGKRAFT DEUTSCHLAND markasının(karışıkve/veya kelimesini içeren) uluslararası sözleşme ve anlaşmalara uygun olarak telif haklarına riayet konusunda üreticiyi uyarmıştır(bilgilendirmiştir).Bu telif haklarına riayet konusunda üretici başarısız olursa(riayet etmezse),Alman hukukunca belirlenen bütün sorumlulukları üstlenmiş olacaktır ve bu bağlamda üretici,tüm koşullar altında müşterinin bu konu ile ilgili kayıplarını tazmin edecektir.

10.5. Yedek parçaların toplam maliyetleri içinde madde 10.1'de belirtilen markalama ile ilgili üreticinin tüm hizmetleri de yer alacaktır.

10.6. Mevcut sözleşmenin taraflarından her birinin,sözleşme kapsamında diğer tarafın yazılı olarak önceden izni olmaksızın, her iki tarafın birbirinden elde ettiği bilgi,deneyim,teknik bilgi ve diğer veri ve bilgilerin gizliliğinin(ticari sır) üçüncü kişilerden korunması konusunda zorunluluğu bulunmakta olup,bu gizlilik madde 10.1'de de belirtildiği gibi ödemeleri,ambalajlamayı,malların markalanmasını ve ambalaj malzemelerini de içerir mahiyettedir.Mevcut kanunlar(yasal mevzuat) çerçevesinde yetkili makamların talepleri doğrultusunda verilen bilgiler,bu gizlilik kapsamında olmayacaktır.Mevcut sözleşmedeki bu maddenin ihlali durumunda ortaya çıkacak tüm zararlar,kusurlu tarafça tazmin edilecektir.

11.YÜRÜRLÜK DÖNEMİ,DİĞER ŞART VE HUSULAR

11.1. Bu sözleşmenin süresi her iki tarafın sözleşmeyi imzaladığı tarihten itibaren 12 ay olacaktır.

11.2. Taraflar önceki sözleşmeyi planlı olarak iptal edip sözleşmeyi sonraki bir 12 aya uzatabilirler.Bununla birlikte,



hiçbir taraf diğer tarafın önceden yazılı rızası olmadan, sözleşmeyi uzatma konusunda bir zorunluluk altında değildir. (sözleşme süresinin bitiminden en az 15 gün önce)

11.3. Bu sözleşme, İngilizce olarak ve her iki sözleşme tarafı için iki nüsha oluşturulmuş olup, herbir suret eşit hükümdedir.

11.4. Bu sözleşme ile ilgili tüm değişiklik ve ilaveler, yalnızca her iki tarafın yazılı rızası olması durumunda geçerli olacaktır.

Açıklama: Sipariş onayı (yeni fiyatlı özel yedek parçalar dahil) mektupları, ticari yazışmaları ve diğer formatları (e-posta yazışması, aynı basım vb.) kapsayarak tarafların kimliklerini belirtir nitelikte olduğundan kabul edilir.

12. TARAFLARIN ADRESLERİ

12.1. Üretici

12.2. Müşteri

Üretici adına (yetkili):

DOĞAN AYDIN

Müşteri adına (yetkili):

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