

## GENERAL TERMS OF SALE - PAZ251202

1. In all sales, the General Terms and Conditions of Sale, Delivery and Warranty provided by Elektral Elektromekanik San. Ve Tic. A.Ş. (hereinafter referred to as “Elektral”) at <https://www.onlinesatis.elektral.com.tr/> and/or submitted together with the order or invoice, and which may be amended by Elektral at any time without prior notice, shall apply.
2. Except for the General Terms and Conditions of Sale, Delivery and Warranty that bear the parties’ mutual signatures and are in written form, the validity of any other additional or different arrangement, amendment, or modification cannot be asserted.
3. The characteristics of the goods subject to sale have been purchased with the Buyer’s knowledge and understanding, or, in some cases, by placing a special order. No liability may be attributed to Elektral for problems arising from use by third parties or having the goods used by third parties.
4. As a rule, all products are **ex works / delivered at our factory**. Upon request, delivery shall be made to the customer’s address, provided that responsibility, insurance, and transportation costs belong to the customer. Collection/payment is made against a receipt. **The invoice does not constitute a contract.**
5. Objections regarding the delivered product and/or the invoice, including quality and quantity, must be notified to Elektral within **8 days** (the period stipulated by law) from the date of delivery and/or the invoice date. Objections not notified within due time are invalid.
6. Prices may change until payment is made. The prices stated herein may also vary in your subsequent orders.
7. If the Buyer is a merchant (a real or legal person) and/or if the invoice is issued in the name of the merchant Buyer, the Buyer cannot benefit from the rights arising from the Law on the Protection of Consumers and the relevant legislation.
8. In overseas or domestic sales, no convention shall apply, including the provisions of the **CISG (Vienna Convention)** or the **Hague Convention (Temmuz2/964)** containing buyer rights.
9. **MAINTENANCE & REPAIR**

Upon the Customer’s request, Elektral performs the following maintenance services for the purchased products:

### **Maintenance Services Included**

- Checking the operation of each spring motor of the product.
- Checking whether the rails and shelves inside the vending machine are broken.
- Checking the product motor and cable assembly.
- Performing an external damage check of the vending machine.
- Checking the keypad.
- Checking the electrical cables.
- If any, checking version upgrades and software updates.

### **Periodic Maintenance**

This agreement does not include periodic maintenance. Periodic maintenance shall be performed if requested and agreed upon.

---

## **Customer's Obligations**

- It is the Customer's responsibility to ensure that the electrical line at the location where the vending machine will be installed is drawn in compliance with standards and in complete form, and especially that the grounding connection complies with standards.
  - The Customer must ensure the daily use and cleaning responsibility of the device.
  - It is the Customer's responsibility to ensure that the device is accessible and in operable condition prior to maintenance.
  - The Customer is responsible for damages arising from extraordinary intervention with the device, unauthorized tampering, exposure to impact, and similar situations.
  - The Customer is obliged to protect the device from environmental risks such as security issues, humidity, heat, voltage fluctuations, etc., at its location.
- 

## **Services Not Included in the Scope of Maintenance**

The following services are not within the scope of this agreement and shall be additionally charged:

- Costs of damage and malfunctions arising from acting contrary to the Customer's obligations.
  - Individual maintenance services requested by the Customer outside the scope of the agreement.
  - Interventions for malfunctions outside the warranty or agreement scope, and the costs of spare parts related to such interventions.
  - Labor costs that may arise as a result of natural use such as material fatigue, decay, wear, etc.
  - Elektral reserves the right not to intervene in malfunctions arising from the Customer's fault, even if detected during maintenance and repair service.
  - Any repair, intervention, modification, or software installation performed on the device by any person or company other than Elektral shall terminate all liabilities/responsibilities of Elektral.
- 

## **Pricing and Payment**

- Maintenance service is request-based and is submitted to the Customer via a price quotation form.
  - Payments are made in advance or according to the maturity/term specified in the quotation form.
  - Periodic maintenance fees are determined by a separate agreement.
  - Spare part and material prices are determined based on the current price list valid on the transaction date; Elektral has the right to update prices unilaterally.
  - For interventions outside the province of İzmir, travel, accommodation, and per-kilometer difference fees shall be additionally invoiced.
- 

## **Warranty and Limitation of Liability**

- Elektral exercises due care during maintenance; however, it is not responsible for pre-existing and hidden defects in the device.
- Indirect damages (loss of business, loss of turnover, etc.) are outside Elektral's liability.

- Indirect damages such as data loss, loss of sales, loss of profit arising from the operation of the device cannot under any circumstances be attributed to Elektral.
  - The Customer is obliged to inform Elektral in case of relocation, transportation, or repositioning of the device; otherwise, all costs incurred shall belong to the Customer.
  - Reinstallation, calibration, and control procedures after transportation are subject to a fee.
  - All malfunctions arising from unauthorized transportation are out of warranty.
  - Necessary electricity, grounding, internet, and infrastructure security at the location of the device are under the Customer's responsibility; malfunctions and damages arising from such infrastructure deficiencies are not covered by warranty.
10. In case of any dispute, Turkish laws shall apply, and the courts and enforcement offices of **Karşıyaka (İzmir)** shall have jurisdiction.
11. Elektral is the holder of the authority to exercise the economic and moral rights defined under Law No. 5846 regarding intellectual rights for all drawings, cost estimates, use of industrial rights, services and software provided to the user, and all data created by the user through use of the system. Such information, documents, drawings, data, designs, software, graphics, etc., works or products cannot be copied, reproduced, disseminated, communicated to the public, made available for use, assigned or transferred, or modified.
12. In case of any inconsistency between the Turkish and English versions of the General Terms of Sale, the **Turkish version shall prevail**.

## WARRANTY CERTIFICATE / SSH251202

Device and Model:.....

Serial/Model No :.....

The device you purchased on //20\_\_ is WARRANTED for 1 (one) year **under the conditions below against** workmanship and material defects (*excluding payment systems / coin mechanisms used in vending machines, compressor and condenser*).

1. During the "Warranty Period", ELEKTRAL shall repair or replace defective parts free of charge. The faulty device must be sent together with the SERVICE CARD.
2. The device must be sent to: ELEKTRAL A.Ş. İzmir Atatürk Organized Industrial Zone, M.K. Atatürk Blvd. No: 23, Çiğli, İzmir 35620, Türkiye This address is also the final service address.
3. After the "Warranty Period" expires, ELEKTRAL shall perform repairs based on the repair prices in effect on that date.

This warranty shall be void under the following conditions:

- Damages and malfunctions arising from user errors, provided that the inspection/expertise is carried out by ELEKTRAL A.Ş.
- If the device has been intervened with in any way, opened, altered or modified;
- If the device has been damaged due to misuse, accident, or negligence;
- If the device has been damaged due to failure to install electrical and grounding connections at the installation location in compliance with standards;
- Damages occurring when the user relocates the device without notification;
- If special labels, ties/laces, or seals on the device have been torn/broken;
- Malfunctions and damages caused by fire and lightning, humidity, heat, and voltage fluctuations;
- Malfunctions that may occur due to use contrary to the matters stated in the user manual;
- Malfunctions that may occur for reasons beyond ELEKTRAL's control;
- If your warranty request has not been received into our records via the warranty request card.
- In determining the above matters, only ELEKTRAL A.Ş. is authorized.

◆ ELEKTRAL cannot be held liable by 2nd or 3rd parties for any loss or damage that may be alleged due to a malfunction of the device.

- All prices are FOB İzmir-TR. All road and travel expenses belong to the buyer. As the status report and fee will be determined as a result of the inspection/expertise, procedures shall commence upon payment of this fee to ELEKTRAL A.Ş. This is a "special" warranty.

4. All warranty services are performed at our factory. In case of an on-site service request, all expenses such as subsistence, accommodation, travel, meals and lodging belong to the customer. All risks and costs arising from transportation to and from our factory belong to the customer.

Please state the "Purchase Date, Model and Number" in all correspondence regarding your device.

Thank you for choosing a device manufactured by ELEKTRAL A.Ş. Before using your device, please read the User Manual and complete the blank fields on this card.

The WARRANTY REQUEST CARD helps us identify you and the device you purchased. With this information, we will have the opportunity to get to know our valued customers and offer you new developments and devices. Please send this card within "10 days" following your purchase.

The Warranty Certificate states that we will always be with you as long as you own our devices and that we will provide service within the framework of our warranty provisions.

The SERVICE CARD has been prepared to facilitate your communication with our Customer Service Department when a problem occurs. It enables us to service your device quickly and return it. If you send the device, please place this card inside as well, duly completed.

...WE WISH THIS DEVICE TO BE ONE OF MANY "ELEKTRAL" PRODUCTS YOU WILL OWN!...

Delivery Date, Place :.....  
Invoice Date, No :.....  
Seller Company Trade Name :.....  
Address :.....  
Tel-Fax :.....  
E-mail :.....  
SELLER COMPANY :



Stamp & Signature

Stamp & Signature