**ÖRNEKTİR**

**PRODUCT PURCHASE CONTRACT**

1. **SPECIAL CONDITIONS**

SELLER :

ADDRESS/PHONE :

CONTACT PERSON :

BUYER : **ODTÜ MEMS**

ADDRESS/PHONE :

CONTACT PERSON :

CONTRACT NO :

EFFECTIVITY DATE :

TERM OF THE SALES

CONTRACT : Unless the Contract is terminated earlier, it will be in force until the end of the 6 month following the final delivery. However, the obligations of the parties which exceed this time limit, shall be valid until fulfillment of all obligations completely.

PRODUCT :

ORIGIN :

QUALITY :

QUANTITY :

|  |
| --- |
| PACKING : |

UNIT PRICE : …………EURO

TOTAL CONTRACT PRICE : ……………(VAT excluded)

PAYMENT TERMS : The total price of the Product shall be paid in advance within xx days following signature of this Contract. In case of late delivery, the penalty in Article 8 of the General Conditions below. If the delay exceeds 15 days, the BUYER has the right to immediately terminate this Contract based on default of the SELLER. In case of termination, the SELLER shall return the advance payment back to the BUYER within 3 working days in full and in cash.

DELIVERY TERMS :

PLACE OF DELIVERY:

OTHER CONDITIONS (if any):

1. **GENERAL CONDITIONS**

# 1. SCOPE OF THE CONTRACT

This Contract subjects the delivery of the Products by the SELLER to the BUYER against the payment of the Total Contract Price in accordance with the terms and conditions of this Contract and the performance of the other obligations, which are stated in the Contract.

# 2. OWNERSHIP, RISK AND LOSS

The ownership of the Products delivered in accordance with the Contract will be transferred to the BUYER following the payment of the related Contract Price of such items. However, the loss and the risk liability shall pass to the BUYER at the time the Products are delivered to the BUYER İN THE Place of Delivery stated in the Special Conditions, provided that the Products shall meet the acceptance criteria.

# 3. NOTICES AND ADDRESSES

**3.1.** Any notices required or permitted to be given by either of the Parties hereto under this Contract, to the other Party hereto shall be in English and shall be in writing and dispatched by e-mail, registered mail, postage prepaid or by overnight courier to the Parties’ respective addresses given in Special Conditions.

**3.2.** Notices sent by one Party to the other to this address of registration shall be deemed as legally given for the purposes of this Contract. Each Party, by giving written notice to the other Party, may change the address to which such communications shall be directed.

**3.3.** Notices sent by registered mail shall be deemed to be served on the date the receipt is signed by addressee. Notices given by e-mail or fax shall be deemed to have been served upon manual or electronic acknowledgment of receipt by the addressee, provided the original is also delivered by the registered mail, postage prepaid or by overnight courier.

# 4. LIABILITY OF THE SELLER

**4.1.** SELLER accepts and commits that the Products, which will be provided to the BUYER under this Contract, shall completely meet the technical requirements determined in this Contract ant its annexes.

**4.2**. SELLER shall package the Products convenient for delivery and in accordance with the conditions determined in Special Conditions and SELLER agrees to deliver the Products to the Place of Delivery stated in Special Conditions in complete and good condition. Any defects arising from packaging shall be at the responsibility of the SELLER.

**4.3**. SELLER commits to store the Product in accordance with this Contract and also the producer’s manuals for storage, until delivery.

**4.4.** The SELLER shall submit all documents of the Products related to their quality standards and other document that may be required by the BUYER. The SELLER shall also provide the reports regarding type tests and factory acceptance tests of the Product to the BUYER.

**4.5**. The packaging, transportation and insurance and any cost related to are at the responsibility of the SELLER.

**4.6.** If requested in writing by the BUYER at the latest 15 days before the delivery, the SELLER shall send pre-shipment samples to the BUYER.

# 5. COSTS AND EXPENSES

# Unless otherwise agreed between the Parties, all taxes (excluding VAT), duties, levies and similar expenses which become due in connection with the delivery of the Products and the costs for delivery shall be borne by the SELLER.

# 6. DELIVERY SCHEDULE

# The Delivery Dates determined in Special Conditions are the last delivery dates of the Products. The acceptance procedures are included to such delivery dates. In case of any delay in the Delivery dates, Article 8 shall apply.

# 7. INSPECTION OF THE PRODUCTS

# 7.1. The BUYER shall have the right to attend to all factory acceptance tests conducted at SELLER’s facility. Additionally, if required by the BUYER, the Products shall be subject to acceptance tests at the time and place to be determined by the BUYER. The Products which successfully passes the tests shall be delivered by the BUYER at the place of delivery in Special Conditions.

# 7.2. In case, the BUYER determines any incompliance in the Products, BUYER shall notify the SELLER in writing and request the replacement of the non-compliant Product with the new one within 7 days. In case the non-compliant Product is not replaced within this period, then the BUYER shall replace it with the new product to be purchased from third parties and claim all expenses incurred from the SELLER or deduct the expenses from any upcoming payments to be made to the SELLER. The SELLER shall also be subject to Article 8 for the undelivered Product due to defect.

# 7.3. No additional payment shall be made to the SELLER for the acceptance tests to be conducted upon the BUYER’s request. All equipment and devices required during the tests shall be provided by the SELLER free of charge.

# 8. DELAY IN DELIVERY

8.1. (Excluding Force Majeure), In case of any delay in the delivery of the Products and/or any delay in the performance of the liabilities within the periods stated under the Contract; the SELLER agrees to pay a penalty for each day of delay in the amount of %..... of the Total Contract Price.

8.2. Any penalty incurred under this Contract shall be paid by the SELLER within 5 days. If not paid, then the BUYER shall have the right to deduct the penalty from any upcoming payments to be made to the SELLER.

8.3. As a result of delay in the delivery, if the BUYER also fails to perform it obligations against its customer on due dates, the SELLER shall also compensate all damages incurred by the BUYER including but not limited to loss of profit, in addition to the penalty.

# 9. TERMINATION FOR DEFAULT

9.1. The BUYER may terminate the Contract 5 days after written notice to the other Party under the below circumstances:

1. Non performance of the SELLER of its commitments completely or partially,
2. Bankruptcy or dissolution of the SELLER,
3. Assignment of the Contract by the SELLER without the written approval of the BUYER,
4. Any delays exceeding 10 days (in such a situation, the BUYER is not obliged to send a 5 day advance notification to the SELLER).

# 9.2. In case of the termination of the Contract by the BUYER in accordance with this article, the SELLER shall compensate all damages arising from such termination, including all the expenses to be made by the BUYER for purchasing the similar Product from a third party. However, such compensation shall be limited with the %20 of the Contract Price. Additionally, the BUYER shall not be responsible for any cancellation/termination of any order/subcontract of the SELLER.

# 10. GOVERNING LAW

The Parties shall resolve the disputes which arise from their relation pursuant to the good faith rules. The Contract shall be governed and construed in all aspects in accordance with the Law of Turkish Republic. All disputes arising in connection with this Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules. The venue of arbitration conducted hereunder shall be Ankara, Turkey. The language of the arbitration shall be English.

# 11. AMENDMENTS

No amendment to or modification of this Contract shall be valid and binding on either Party hereto unless reduced to writing and duly executed by the Parties hereto.

# 12. ASSIGNMENT OF THE CONTRACT

This Contract and any right or obligation or performance hereunder is not assignable or delegable by any of the Parties without the prior written consent of the other Party, and any such attempted assignment or delegation shall be void and ineffective for all purposes.

**(BUYER’S AUTHORIZED (SELLER’S AUTHORIZED**

**SIGNATURES / STAMP) SIGNATURES / STAMP)**