


## TERMS AND CONDITIONS OF BUSSINESS

Sayfa No	1/1
Doküman No	GOZ-F-04-01-EN
Yayın Tarihi	04.01.2024
Revizyon Tarihi	00.00.0000
Revizyon No	00

Unless specifically agreed to the contrary in writing, all work is carried out by BALTIC CONTROL SERTİFİKASYON SERVİS LTD. ŞTİ. (hereinafter referred to as "BALTIC CONTROL") is carried out under the following conditions and conditions.

1. BALTIC CONTROL does not share information or receive instructions from others regarding the scope of services or the results of reports and findings or document delivery with any other person, institution, unless otherwise notified in writing by the institution giving the service order (hereinafter referred to as "customer").
2. BALTIC CONTROL issues surveillance reports or certificates covering the findings and results of the controls it carries out, in line with and limited to the instructions it receives from its customer. These certificates contain findings/conclusions/comments regarding the criteria deemed appropriate to be taken into account as a result of the surveillance and test procedures carried out and/or based on technical standards, commercial practices or professional opinions, and BALTIC CONTROL is not obliged to make findings or references to them other than the special instructions received from its customer.
3. The analysis/finding results of the samples sent by the customer represent only BALTIC CONTROL's analysis and/or findings for this sample. It does not express an opinion about the lot, ship or such goods in general from which this sample was declared taken.
4. If the Client requests BALTIC CONTROL to be witnessed by third Parties, he is obliged to be present with the Third Parties at the declared time and place and observe or verify the results or communicate the findings/results. The Customer strictly accepts that he/she is not responsible for the setting, accuracy and condition of the tools, devices, measurement and analysis devices used under these conditions, analysis methods, qualifications, qualifications, negligence and similar situations of the third Party personnel.
5. Sales contract, letter of credit, bill of lading and similar documents indicating a contract or agreement between our customer and third parties (if received by BALTIC CONTROL) are for information only and do not affect BALTIC CONTROL's duties and obligations.
6. The issuance of this certificate does not provide exemption for the buyer and seller to exercise all their rights and fulfill their obligations in the sales contract.
7. BALTIC CONTROL takes care to provide its services with utmost care and skill. The service is carried out using the customer's approved instructions or methods that BALTIC CONTROL finds appropriate, such as such instructions or appropriate standards or standard order forms, specifications. In the absence of specific consent on the procedure to be used, where several procedures are available and applicable, BALTIC CONTROL determines the procedure to be used at its own discretion. BALTIC CONTROL within the limits required by the adopted procedures; shall take all necessary precautions to attempt to obtain the utmost precision in any work. If the client becomes aware of any apparent error in any results reported by BALTIC CONTROL, the client must immediately notify BALTIC CONTROL accordingly and BALTIC CONTROL must be given a reasonable opportunity to check such results.
8. BALTIC CONTROL may provide all or part of the services requested by the customer to an agency or subcontractor, and in these cases, the customer agrees to grant the necessary authorizations to BALTIC CONTROL.
9. BALTIC CONTROL does not take the place of the customer or a third party with the services it provides, it is not obliged to fulfill the terms of the contract or any obligations made by the customer,

 <b>Baltic Control</b> Caring about quality Baltic Control Turkey	<b>TERMS AND CONDITIONS OF BUSSINESS</b>		Sayfa No	1/1
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			Revizyon Tarihi	00.00.0000
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and it is exempt from fulfilling any mutual or unilateral duty regarding the customer and third parties. accepts that it does not assume, limit, cancel, decide or commit.

10. BALTIC CONTROL is authorized to deliver the surveillance report to third parties using its own initiative, as a result of the instructions received from its customer or if the current conditions or commercial practices require this.

11. The customer agrees to:

- a] In order to ensure that the requested services are carried out appropriately and effectively, instructions must be given to BALTIC CONTROL in a timely manner (at least 48 hours in advance, depending on the technical conditions and requirements of the requested service,
- b] Providing BALTIC CONTROL representatives with all necessary assistance in reaching the goods, the custody location and the transport vehicle,
- c] Provision of any special device if necessary to provide the desired service during surveillance,
- d] Ensuring that the working conditions and surveillance area are safe and safe, even if BALTIC CONTROL does not request this during the surveillance,
- e] Taking precautions to prevent any event from occurring that would prevent or cause the cessation of the necessary surveillance service to be provided, or finding a solution if such situations occur,
- f] Dangerous due to its health; It will provide the necessary information in advance in case of any dangerous or potentially dangerous situations such as flammable, explosive or radioactive, and will take all necessary precautions to protect BALTIC CONTROL personnel.
- g] Even if a certificate has been issued negatively by BALTIC CONTROL or has not been issued at all, the customer fulfills all his rights and obligations in the sales contract. In this case, BALTIC CONTROL has no responsibility towards its customer.
- h] If BALTIC CONTROL is required to carry out any additional sample preparation, preliminary experimental work or research before receiving the customer's instructions, the customer undertakes to cover the costs incurred.

While providing its services, BALTIC CONTROL will provide the necessary information to the customer in case of unforeseen problems or expenses and will make the necessary efforts to minimize the costs. However, it has the right to invoice to cover additional time and expenses that may occur due to various reasons (including natural disasters and first major events) during the performance of the services.

12. BALTIC CONTROL cannot be held responsible for services that have been partially provided or not performed due to the customer not fulfilling the conditions listed above or due to situations such as natural disaster / war or other reasons. The customer is responsible for paying all non-refundable expenses incurred by BALTIC CONTROL with the amount to be determined by comparing the coverage rate of the service provided with the total service fee.

13. Except for special agreements, BALTIC CONTROL will not retain samples for more than three months. Considering the quality and quantity of the sample, it may be retained for a shorter period of time. If samples are requested to be stored for more than three months, the customer will be required to pay the storage fee. Storage fees will be determined by the quantity of the sample and whether it requires special storage conditions. Even if the customer undertakes to cover the required fee, the customer accepts and undertakes that he will not make any requests and will pay the necessary costs


Doküman No: GOZ-F-04-01-TR

İlk Yayın Tarihi: 04.01.2024

Revizyon No: 00

Revizyon Tarihi: 00.00.0000



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			Doküman No	GOZ-F-04-01-EN
			Yayın Tarihi	04.01.2024
			Revizyon Tarihi	00.00.0000
			Revizyon No	00

such as destruction and shipping in cases where the sample cannot be stored until the end of the specified period due to the nature of the sample. The customer accepts that it is not the responsibility of BALTIC CONTROL if the sample does not have the characteristics of the first day at the end of the storage conditions. If BALTIC CONTROL is required to send any samples to the customer or a third party, all shipping costs of such samples and the costs of documentation and paperwork required for shipment will be borne by the customer. In addition, BALTIC CONTROL will request the customer to cover the costs for the disposal and disposal of samples that pose a health or environmental hazard.

14. Even if BALTIC CONTROL cannot provide or complete the service due to an event beyond its control or any other reason despite the supervision order being given, its customer will make the following payments to BALTIC CONTROL:

- a] All expenses incurred or to be incurred,
- b] The amount of the agreed service fee or commission corresponding to the part of the work done
- c] All taxes on services rendered.

15. All invoices must be paid within fifteen days of the invoice date or as otherwise agreed in writing. For invoices that are not paid within fifteen days after the invoice date, the period from the payment date (fifteen days after the invoice date) to the date of actual payment (including the day of payment) will be reduced by 5% per month (or such other rate determined in the invoice or according to country conditions). Interest is applied depending on sudden and major changes in economic indicators.

16. If the customer does not have a current account with BALTIC CONTROL or depending on the scope and requirements of the service to be provided, payment may be required in whole or in part before the work begins.

17. BALTIC CONTROL is liable for failure to fulfill any of the conditions specified in these conditions by the customer, failure to give the necessary instructions on time, failure to make any corrections within 5 business days after warning the customer for the necessary corrections, failure to make the necessary prepayment, postponement of payment, failure of the customer to reach an agreement with the receivables, failure of the customer to reach an agreement with the receivables, has the right to postpone or terminate its services immediately or without any liability in cases such as bankruptcy/insolvency/appointment of a trustee or cessation of business. The customer is obliged to pay the BALTIC CONTROL irrevocable expenses incurred until the termination of this agreement and the amount resulting from the proportion of the part of the services performed to the total service fee.

18. The Customer does not have the right to withhold or postpone the payment of any amount to be paid to BALTIC CONTROL in case of various disputes, opinions and differences of findings obtained as a result of the service with BALTIC CONTROL.

19. All legal disputes will be handled according to the laws of Türkiye and by Bandırma courts. BALTIC CONTROL undertakes to pay all collection costs, including attorney fees and related costs.

20. BALTIC CONTROL is not an insurer or guarantor except for Fully Guaranteed Services. Warranty conditions such as damage and loss are not covered by these terms. BALTIC CONTROL absolutely does not accept such adjectives.


21. Whether or not the findings reports or final certificates are submitted to the customer for confirmation before being published, BALTIC CONTROL, its employees and subcontractors may be liable to the customer or will not be liable to any third party.

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22. BALTIC CONTROL takes care to provide its services with the utmost care and skill and can only accept liability if the customer proves gross negligence.
23. If BALTIC CONTROL detects an error in the analysis results by monitoring both the loading and discharge ports; The amount of damage, loss, compensation or any amount of any nature that the customer may claim cannot in any case be more than 10 times the invoice amount agreed between the two parties or more than USD 10,000 in total (Whichever is the lesser amount, that amount is accepted.)
24. As a result of BALTIC CONTROL's services and findings, the results or reports, analysis results, etc., loss of profit, loss of work / workforce, loss of opportunity / reputation, recall / repackaging / reproduction of goods, all kinds of demands of third parties, etc. is not responsible for any material or moral damages, including but not limited to these.
25. BALTIC CONTROL must object in writing within 30 days following the date of surveillance, in case of a customer's request against the services it has provided, or any findings related to the request, or a claim that it has not fulfilled any of its services. Claims, damages, loss or expense declarations that are not filed within 1 year following the service performance period will not be accepted.
26. BALTIC CONTROL, its employees, subcontractors and inspectors are guaranteed by the customer against all actual, material or moral claims and expenses arising from the performance or non-performance or partial performance of the service, such as damage, loss, all court costs.
27. If one or more of the provisions of these General conditions are found to be unlawful or unenforceable in any respect, the remaining provisions shall nevertheless remain valid.
28. The name BALTIC CONTROL, its registered trademark, cannot be used for advertising purposes without the permission of our company.

HAZIRLAYAN	ONAYLAYAN
KALİTE YÖNETİM TEMSİLCİSİ Nevin AK 	GENEL MÜDÜR 