

## SALES AGREEMENT

### A) PARTIES:

**The Seller** ..... (Hereinafter referred to as (....))  
**Address**

**The Buyer** ..... (Hereinafter referred to as (....))  
**Address**

### B) THE SUBJECT OF THE AGREEMENT

.... hereby agrees to sell the goods to ..... and ..... agrees to buy the goods and re-sell them in .....

### C) EFFECTIVE DATE:

This agreement shall be in effect as of .../ ... / .....

### D) TERMS OF PAYMENT:

....agrees to pay the prices as ..... (.....) for the goods in accordance with the Order Confirmation mentioned on the Article 1, at the dates reconverted by the parties.

### E) TERM AND EXTENSION

This agreement shall be valid for ... (....) years after it is in effect. The parties, wishing to terminate this agreement, shall deliver the relevant notification at least .... (...) days/months in advance before regular date of termination of this agreement. Otherwise, this agreement shall be deemed as extended under the same terms and conditions for 1 (one) additional year. This provision shall apply for succeeding contractual periods.

### F) SPECIAL CLAUSES:

- 1- .....
- 2- .....
- 3- .....

## **FORCE MAJEURE:**

Any occurrence that cannot reasonably be predicted and thus prevented and eliminated, which are not under reasonable control of the parties, which came forward unexpectedly and/or unforeseen manner that delays and prevents the performance of the parties, like natural disaster, war, military mobilization, state administrative actions of any kind, riot, currency restrictions, etc, shall be considered as force majeure events.

The parties shall make all reasonable efforts to prevent and reduce the effects of any non-performance of the obligations under this agreement caused by a force majeure event.

If carrying on the agreement becomes unbearable for the parties because of the mentioned force majeure events, it gives a revising or termination rights to the parties.

## **H) TERMINATION:**

Any one of the parties shall be entitled to terminate this agreement on any reason without sustaining any legal liability whatsoever, provided that the notification in written at least .... (.....) days in advance.

## **I) CONFIDENTIALITY:**

The parties hereby acknowledge and agree that all information they have from each other upon execution of this agreement are confidential and proprietary information and that they refrain from disclosing such confidential information to third parties without prior written permission of other party.

## **I) LAST CLAUSES:**

1- None of the provisions of this Agreement shall be deemed to create or constitute a partnership, joint venture, distributor or agency relationship of any kind between the parties. Neither party shall be responsible towards third parties for any act and is authorized to incur any liability, obligation or expense, on behalf of the other party.

2- The parties hereby acknowledge and agree that the addresses as provided herein are their notification addresses and any notification served to these addresses shall be valid and legally binding and that any modification on such addresses shall be notified to other party within at least .... (.....) days after occurrence of such modifications, otherwise, and any notification served to previous addresses shall be valid and legally binding.

3- The provisions of this agreement shall be governed in all respects by and construed in accordance with laws of Republic of Turkey and any dispute arisen between the parties

in the performance of this agreement shall be solved by Istanbul Courts. Provisions provided under Turkish Trade Code shall apply on any mater not included herein.

~~4-~~ This agreement, consisting of 10 (ten) parts are executed in 2 (two) copies by the parties in Istanbul on .../.../....