

General Terms of Purchase of RANTEK

§ 1 GENERAL INFORMATION

1. These General Terms of Purchase ("Terms") exclusively govern all orders and purchase agreements ("Orders") between RANTEK and the supplier ("Supplier"). By accepting an Order, the Supplier acknowledges and agrees to these Terms. They apply to all current and future transactions unless otherwise agreed.
2. Any deviations from these Terms, such as those within Supplier's own general business terms, are explicitly rejected and not binding unless RANTEK has provided written consent.
3. These Terms are applicable only to entrepreneurs and legal entities under public law as defined by relevant legal statutes.

§ 2 ORDER REQUIREMENTS

1. Orders placed by RANTEK representatives without explicit written authority require formal written confirmation by RANTEK to be legally binding.
2. Suppliers must specify any deviations from the Order or RANTEK's specifications. Such deviations are only effective upon explicit written approval from RANTEK.
3. Any amendments, collateral agreements, or assurances outside of these Terms require RANTEK's written confirmation to be legally valid.

§ 3 DELIVERY, ASSUMPTION OF RISK

1. Unless otherwise agreed, deliveries shall be made "free house" (DDP, Incoterms 2020) to RANTEK's designated location by the specified date or within the agreed period.
2. If the Supplier anticipates a delay in delivery, they must notify RANTEK immediately with reasons and an updated timeline.
3. In cases of delayed service, RANTEK reserves the right to set a final deadline. Failure to meet this deadline grants RANTEK the option to cancel the contract, procure replacements from other sources, and/or claim damages.

§ 4 QUALITY ASSURANCE & DOCUMENTATION

1. The Supplier must ensure the delivery quality aligns with RANTEK's specifications and recheck it immediately before dispatch.
2. Quality inspection documentation must accompany the delivery. RANTEK reserves the right to review all quality records related to the services.
3. During production, RANTEK may inspect quality standards at the Supplier's facility. Such inspections do not relieve the Supplier from their quality obligations.

§ 5 ACQUISITION OF OWNERSHIP

1. Upon handover, the delivered goods become the property of RANTEK without reservation.
2. RANTEK retains full rights to use and resell the delivered goods.

§ 6 PRICING & PAYMENT TERMS

1. All prices are inclusive of packaging and insurance unless otherwise specified. If the Supplier's prices decrease prior to delivery, RANTEK is entitled to the lower rate.
2. Invoices must include the Order number and be sent on the delivery date. Payment terms are 3% discount within 14 days or net 45 days from receipt of an accurate, complete invoice.

§ 7 WARRANTY FOR DEFECTS

1. The Supplier guarantees that all goods and services meet the agreed specifications, the latest technical standards, and all legal and regulatory requirements.
2. In case of defects, RANTEK may request remediation, replacement, a price reduction, or cancel the contract, with potential reimbursement for related costs. The Supplier is liable for consequential damages due to defects.
3. The warranty period is 36 months from delivery or acceptance unless a longer statutory period applies. Replacement or repair of defects resets the warranty period for the affected items.

§ 8 INTELLECTUAL PROPERTY & DEFECTS OF TITLE

1. Supplier warrants that all goods and services are free from third-party intellectual property claims in all designated countries.
2. Supplier shall indemnify RANTEK from claims or damages arising from intellectual property infringements related to the delivered goods.

§ 9 TECHNICAL DOCUMENTS, TOOLS, & OTHER RESOURCES

1. All tools, models, and technical documents provided by RANTEK remain RANTEK's property. Supplier is responsible for their secure handling and must return them upon request.
2. Supplier shall treat all Order-related documents as confidential business secrets, and any breach may result in liability for damages.

§ 10 ASSIGNMENT OF CLAIMS

The Supplier may not assign claims against RANTEK to third parties without RANTEK's prior written consent.

§ 11 FORCE MAJEURE / TERMINATION RIGHTS

1. In cases of force majeure (e.g., pandemics, strikes, or other significant disruptions), RANTEK reserves the right to terminate the contract without incurring liabilities.

2. Deterioration in the Supplier's financial stability or creditworthiness may also result in contract termination.

§ 12 PRODUCT LIABILITY & INDEMNIFICATION

If RANTEK is held liable by third parties for product defects attributable to the Supplier, the Supplier shall indemnify RANTEK from any claims, costs, or damages incurred.

§ 13 SERVICE ORDERS

1. In executing service orders, the Supplier must adhere to all industry safety standards, assuming full liability for accidents and damages caused by its personnel.

2. Supplier is responsible for the secure storage of all brought-in tools and materials, with no liability assumed by RANTEK for losses.

§ 14 MINIMUM WAGE COMPLIANCE

1. The Supplier commits to comply with minimum wage laws, including extending this obligation to subcontractors.

2. The Supplier must indemnify RANTEK from any claims related to non-compliance and may be required to prove compliance.

§ 15 PLACE OF PERFORMANCE, APPLICABLE LAW, JURISDICTION

1. The place of performance and jurisdiction for all disputes is RANTEK's principal office location.

2. All transactions are governed by the laws of RANTEK's jurisdiction, excluding international purchase laws.

Rantek I Laboratory Test Equipement

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