

GENERAL TERMS AND CONDITIONS FOR LOGISTICS AND TRANSPORTATION SERVICES

(Based on the Turkish Commercial Code - TCC, Fourth Book)

1. SCOPE AND PERIOD OF LIABILITY

- **Period of Responsibility:** The Carrier is liable for any loss, damage, or delay to the goods. This liability starts when the Carrier takes over the goods. It ends when the goods are delivered to the Consignee.
- **Timely Delivery:** The Carrier must deliver the goods within the agreed timeframe. If no timeframe is agreed, delivery must be completed within a reasonable time.

2. LIMITATION OF LIABILITY (LIMIT OF LIABILITY)

The liability of the Carrier is limited by law. The maximum compensation amounts are calculated as follows:

- **Loss or Damage Limit:** In case of loss or damage to the goods, the Carrier's liability is limited to **8.33 SDR (Special Drawing Rights) per kilogram** of the gross weight of the shorted or damaged goods.
- **Delay Limit:** In case of damage caused by delay in delivery, the Carrier's liability is limited to a maximum of **three (3) times the freight charges (navlun)**.
- **Other Damages:** For other contract breaches, the limit is a maximum of three (3) times the amount payable in case of a total loss of the goods.

3. EXCLUSIONS FROM LIABILITY (EXCLUSIONS)

The Carrier shall be relieved of liability if the loss, damage, or delay is caused by:

- **Force Majeure:** Circumstances or unavoidable events that the Carrier could not avoid and the consequences of which it was unable to prevent (e.g., natural disasters, acts of God).
- **Defective Packaging:** Insufficient or defective packaging by the Sender.
- **Loading and Unloading:** Handling, loading, stowing, or unloading of the goods performed by the Sender or the Consignee.
- **Nature of the Goods:** The inherent nature of the goods which makes them easy to rust, rot, break, or waste.
- **Open Vehicles:** The use of open-top, unsheeted vehicles, if this use was explicitly agreed upon by the parties.

4. OBLIGATIONS OF THE SENDER (CUSTOMER)

- **Accurate Information:** The Sender must provide accurate and complete details regarding the goods, including type, address, weight, quantity, and dimensions.
- **Dangerous Goods:** If the goods are dangerous, the Sender must inform the Carrier in writing. This notice must be given in due time and include the exact nature of the danger and safety precautions.
- **Official Documents:** The Sender must provide all necessary customs papers and official documents required for the transport.

5. LOSS OF THE RIGHT TO LIMIT LIABILITY (WILFUL MISCONDUCT)

- **Intent or Recklessness:** The Carrier cannot benefit from the legal limits of liability (such as the 8.33 SDR limit) if the damage was caused by the Carrier's

wilful misconduct or **recklessness**. This means acting with knowledge that such damage would probably result. In this case, the Carrier must pay for the full value of the actual damage.

6. INVALID CLAUSES (NULL AND VOID PROVISIONS)

- **Mandatory Law:** According to the TCC, any clause in the contract or general terms that completely frees the Carrier from legal liability, or shifts the burden of proof unfairly, is **null and void**. The legal responsibilities written in the TCC cannot be removed by contract.