

1. Alloys

Unless otherwise stated, the alloy used is EN AW-6063 T6 and is in accordance with EN 573-3:2019 standards. Mechanical properties are determined according to EN 755-2:2016. If an anodized surface is required, it should clearly be stated in the order.

2. Tolerances

Profile tolerances are determined according to customer demands and areas of usage, according to EN 755-9 or 12020-2. The radius value for the edges will be 0.3.

3. Orders

Profile and component orders should be sent by e mail to: sales@ersasaluminyum.com.tr. ERSAS Systems Profile and component orders to: sales@ersassystems.com.tr. The order must include the profile code, order quantity, delivery request, delivery and invoice address, customer order number and contact person. The order is deemed to be accepted by Ersas Alüminyum upon written confirmation to the orderer.

4. Order Changes and Cancellation

A confirmed order is always binding. In case of a change or cancellation agreed between the parties, Ersas Alüminyum reserves the right to invoice 10% of the original order value. Changes should always be made in writing and applied on a case-by-case basis. In case of an order change not agreed between the parties, the orders and conditions sent to Ersas Alüminyum will be valid. No change or cancellation may be requested after the commencement of production. Otherwise, Ersas Alüminyum has the right to request the payment of the entire value of to the order.

5. Delivery Lengths

The standard delivery length of the profiles is between 2.0-7.8 m, and the tolerance is determined according to EN 755-1. Different lengths can be delivered according to a separate agreement.

6. Prices

Unless otherwise stated, the prices given are in USD - Euro (EUR) and are determined with the assumption with a minimum order of 500 kg for 5 inches and 1000 kg for 7 inches per profile. Taxes, duties, financial obligations and similar payments are not included in the prices. The prices given are valid for 15 days from the date of the offer, excluding London metal exchange prices.

7. Payment Terms

Each delivery payment must be made in exchange for Ersas Alüminyum's invoice and before delivery. Term and other conditions must be agreed separately. Interest on overdue payments will be collected at the rate specified on each invoice.

8. Validity of Offers

Unless otherwise stated, the prices and conditions given are valid for 15 days from the date of the offer.

9. Execution of Orders

Orders for the delivery of goods must be submitted in writing. No order without written approval is binding.

10. Minimum Quantities

The minimum order quantity for standard or special profile orders is 500 kg. Smaller quantities will be charged additionally.

11. Terms of Delivery

Unless otherwise agreed, the prices given are determined according to EXW trading conditions and INCOTERMS 2020.

12. Property Rights

The ownership of the delivered goods shall remain with Ersas Alüminyum until the customer has fulfilled all its obligations under the business relationship. Unpaid goods must be stored separately by the customer. The extended property right is effective in countries where it is legally valid and is valid in Turkey.

13. Packaging

The prices quoted include standard export packaging, i.e. cardboard box, wooden rings, packaging with nylon strips.

14. Quantity Deviations

Ordered quantities are approximate quantities and delivered quantities may differ by +/- 10% from the ordered quantity. Invoicing will be made according to the delivered quantity.

15. Statements and Claims

Claims of defects regarding the delivered goods shall be made in writing within 14 days from the date of delivery and for transportation damages within 7 days from the date of delivery. Shall no claims of defects are made within this period, the delivered goods will be considered in accordance with the order in terms of quality and quantity.

16. Drawings

All drawings and models made by Ersas Alüminyum are the property of Ersas Alüminyum and shall not be copied or disclosed to third parties without written permission.

17. Anodized and Powder Coated Profiles

The suspension marks of the profiles may be seen on the edges and the ends of the profiles. Any additional support required in the middle of the profile, may create an additional trace.

18. Storage of Anodized and Raw Profiles

The profiles contained in the transport package and to be installed or processed later should always be stored in a dry place, protected from rain, direct sunlight and the risk of mechanical damage. The packaging of the profiles should not be wet or in contact with moisture.

19. Surface Cleaning

Surfaces should be checked and cleaned at least once a year. They should be washed with a synthetic, neutral (pH 5-8) solution of detergent, and then rinsed with clean water at room temperature. Mechanical tools, steel wool, steel brushes etc. should not be used in cleaning. In addition, acidic or alkaline cleaning detergents should not be used.

20. Extrusion Molds

All extrusion molds in Ersas Alüminyum are the property of Ersas Alüminyum, regardless of whether they are paid by the customer or Ersas Aluminum. Molds for custom profiles may only be used by the original customer request or by written permission. Custom molds will be stored for three (3) years from the final delivery of the profile and then be destroyed. By a written agreement between the parties, the molds can be stored for a longer period of time, provided that the costs will be borne by the customer. In the event that the customer is liquidated, bankrupt or ceases to operate, all rights regarding the molds will terminate. No binding delivery period may be given for first delivery with a new mold. Making new molds ready for production may require a few trials and corrections.

21. Force Majeure

Natural disasters, fires, floods, landslides, earthquakes, strikes, lockouts, wars, internal rebellions, terrorism and similar reasons; the simultaneous failure of machines or vehicles and any spare molds may make it impossible to fulfill the contractual obligations on time. No change or cancellation of the order can be requested by the customer during the period of force majeure.

22. Dispute Resolution

The law governing this order and the business relationship between the Parties is the substantive and procedural law of the Switzerland. In the event of a dispute between the Parties, the Parties shall come together within 10 (ten) days following the written notification of the dispute by one Party to the other and attempt to reach an agreement on the resolution of the dispute. If the Parties do not come together within this period and/or cannot reach an agreement within 10 (ten) days from the date of their meeting, Zurich Courts shall have jurisdiction to resolve the disputes.