

Kent Global Madencilik Dış Ticaret Limited Şirketi Terms and Conditions

1. Introduction and Acceptance

Kent Global Madencilik Dış ticaret Limited Şirketi (“Seller”, or “Kent Global”, or “we”, or “us”) provides a comprehensive selection of tiles, mosaics, decors, and other variants of building materials made of natural stone, porcelain, ceramic, wood, glass, metal, cement, terrazzo and packaging materials such as oxygen absorbers, desiccants, silica gels, and vci products ("Products"). This document outlines the terms and conditions ("Terms") governing your purchase, use, and installation of our products.

By purchasing from Kent Global, you (the "Buyer") agree to be bound by these Terms. We recommend reading them carefully before placing an order.

2. Product Information and Responsibility

Kent Global strives to offer accurate product information, including:

- Descriptions
- Specifications
- Images
- Installation recommendations
- Maintenance practices

However, variations may occur due to the inherent nature of natural materials like stone. These variations, such as color, markings, and textures, are not defects but add to the unique character of the product.

The Buyer is solely responsible for:

- Selecting appropriate products for their intended use.
- Verifying product suitability based on project requirements.
- Utilizing products correctly.
- Installing products according to our recommendations or qualified professional guidance.
- Maintaining products following our guidelines.

Any deviations from these standard conditions must be documented and agreed upon by all parties involved, including Kent Global, the Buyer, and, if applicable, the installer.

3. Disclaimer of Warranties

Kent Global makes no express or implied warranties regarding:

- Suitability of products for specific uses.
- Installation procedures.
- Maintenance practices.
- Aesthetic consistency of natural stone products.

By installing or using any product, the Buyer waives all claims, including warranties of merchantability and fitness for a particular purpose. Kent Global is not liable for any indirect, special, punitive, incidental, or consequential damages arising from product ownership, use, possession, or maintenance. Our liability in any dispute is limited to replacing the product(s) with account credit or a full refund, at our discretion.

4. Prices and Terms of Sale

Kent Global reserves the right to modify prices, terms, and conditions of sale without prior notice. All prices are quoted ExWorks from our warehouse (Incoterms 2022) unless otherwise specified. Title to the products transfers upon purchase, but the risk of loss remains with the Buyer until delivery.

5. Payment Terms

Payment methods and terms may vary. Common options include:

- Cash on delivery (COD)
- Credit card processing
- Net terms for qualified accounts (subject to credit approval)

Past-due invoices will incur interest charges and other fees. Kent Global reserves the right to revoke credit privileges and cancel orders for non-payment.

6. Order Acceptance and Changes

Kent Global reserves the right to accept or reject orders at our sole discretion. Order modifications or cancellations after order confirmation may be subject to fees.

7. Delivery

Kent Global will arrange delivery upon confirmation and payment for the order. Delivery timeframes are estimates and may vary depending on location, product availability, and shipping methods. The Buyer is responsible for inspecting the delivered products upon arrival. Report any damage claims within 48 hours of delivery to the carrier and Kent Global. Failure to comply may affect claim resolution.

8. Return Policy

Returns may be authorized on a case-by-case basis, subject to the following conditions:

- Authorization must be obtained from Kent Global before returning any products.
- Returns must be initiated within a specified timeframe (e.g., 30 days) from the invoice date.
- Returned products must be in original, unopened packaging and in resaleable condition.
- A restocking fee may apply.
- Special orders or custom products are generally not returnable.
- Shipping costs associated with returns are the Buyer's responsibility.

9. Limitations of Actions

Any legal action for breach of contract arising from the products supplied must be commenced within one year from the invoice date.

10. Force Majeure

Kent Global shall not be liable for any fees, costs, damages, losses, or expenses resulting from events beyond our control, including strikes, pandemics, natural disasters, or acts of God. In such cases, we will endeavor to recommend alternative products, but the Buyer will be responsible for any associated price differences.

11. Construction Liens

The Buyer is responsible for paying all contractors, subcontractors, and installers involved in the project. Failure to pay may result in the filing of construction liens against the Buyer's property or materials. Kent Global shall not be held liable for any disputes arising from such non-payment.

12. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable under any law or regulation, the remaining provisions shall remain in full force and effect, with the invalidated provision replaced by a valid one that preserves the original intent of the parties.

13. Waiver

The failure of Kent Global to enforce any provision of these Terms shall not constitute a waiver of its right to enforce such provision or any other provision thereof.

14. Governing Law and Venue

Any dispute arising from these Terms shall be subject to the exclusive jurisdiction of the courts located in [City, Country] (where Kent Global is headquartered). The laws of [Country] shall govern the interpretation, validity, and enforcement of these Terms.

15. Entire Agreement

These Terms constitute the entire agreement between the Buyer and Kent Global regarding the purchase and use of the Products. Any prior or contemporaneous communications, representations, or agreements are superseded by these Terms.

16. Contact Information

If you have any questions regarding these Terms, please contact Kent Global at:

- Email: [your company email address]
- Phone: [your company phone number]
- Address: [your company address]

17. Third-Party Desiccant Products and Disclaimer of Warranties

Kent Global offers a selection of desiccants and similar humidity removers, oxygen absorbers, silica gels, and VCI packaging materials (collectively, "Desiccant Products") produced by third-party companies ("Manufacturers"). Kent Global acts solely as a reseller of these Desiccant Products and makes no warranties or representations regarding their performance, suitability, or safety.

The following disclaimers apply to all Desiccant Products:

- **Disclaimer of Warranties:** Kent Global expressly disclaims all express and implied warranties, including warranties of merchantability and fitness for a particular purpose, associated with the Desiccant Products.
- **Manufacturer Warranties:** Any warranties regarding the Desiccant Products are provided solely by the respective Manufacturers and not by Kent Global. Please refer to the manufacturer's packaging or product information for specific warranty details.

- **Product Specifications:** The properties and specifications of the Desiccant Products are subject to change by the Manufacturers without prior notice. Kent Global shall not be held liable for any discrepancies between the information provided by Kent Global and the actual specifications of the Desiccant Products.

Buyer's Responsibility:

- The Buyer acknowledges and assumes sole responsibility for:
 - Selecting appropriate Desiccant Products for their intended use.
 - Verifying the compatibility of the Desiccant Products with their specific requirements.
 - Reviewing the manufacturer's safety data sheets (SDS) and following all recommended handling and storage instructions.

Limitation of Liability:

Kent Global disclaims any and all liability for any claims arising from the use of Desiccant Products, including, but not limited to, personal injury, property damage, or economic loss. The Buyer's sole remedy for any such claims shall be to pursue them directly against the Manufacturer.

By purchasing Desiccant Products from Kent Global, the Buyer acknowledges and agrees to the terms of this disclaimer.

We appreciate your business and hope you enjoy our products!