

Membership Agreement

1. PARTIES

This www.VitrA.com.tr website Membership Agreement consists of the agreement and any explanations herein (as well as any explanations with respect to the use of services within the Website), and is executed by and between Eczacıbaşı Yapı Gereçleri Sanayi ve Ticaret A.Ş. residing at Kanyon Ofis / ISTANBUL ("VitrA") and the Member of the www.VitrA.com.tr orwww.artema.com.tr websites by way of electronic consent.

2. DEFINITIONS

"Electronic Information System":The service maintained by VitrA to provide product information, visuals and retail locations regarding VitrA products pursuant to the provisions of the Agreement. "Member": Real persons and/or entities who sign up with the www. VitrA.Com.tr website and utilize the services provided on the Website pursuant to the provisions of the Agreement.

"User" : All real persons and entities accessing the Website online.

"VitrA Membership Account": A Member's personal webpage, accessible on the Website with the username and password chosen solely by the Member, with the Member warranting that such username and password shall be exclusive to their personal use, where the actions and functions needed to utilize the services provided within the Website are performed, where VitrA may be contacted for matters related to membership, and where membership information may be updated and information related to the provision of services may be viewed.

VitrA Services ("Services"): The applications provided by VitrA within the Website to enable the Members to consummate the transactions defined herein. VitrA may make changes or adjustments to the Services at any time to enable Members to perform the actions defined herein with greater effectiveness. The terms and conditions applicable to the Members with regard to such changes or adjustments shall be announced by VitrA on the webpage where the instructions related to the

3. SUBJECT MATTER AND SCOPE

The services provided on the Website, the terms and conditions for using such services, and the rights and obligations of the parties comprise the subject matter of the Agreement. The scope of the Agreement is the agreement itself, terms of use and privacy statements regarding the use, membership and services of the Website and other warnings, announcements and statements by VitrA. By accepting the provisions of the Agreement, the User is considered to have accepted any and all statements made by VitrA on the Website regarding use, membership and services. The user agrees, warrants and undertakes to comply with all statements mentioned above.

4. TERMS OF MEMBERSHIP AND USE OF "SERVICE"

4.1. Membership is completed when the user completes the membership form on the related webpage, personal information is submitted and confirmed, the user registers for the desired services on the membership form, and registration is confirmed by VitrA. Users may not have Membership rights and privileges prior to the completion of the membership process.

4.2. In order to become a member of the site, real-person users must be at or over the age of consent, entity users must be authorized to represent and bind their respective entities, and there must be no currently enforced permanent ban or temporary suspension against prospective members by VitrA. Applications of minors, persons not authorized to represent or bind their respective entities, or applications by temporarily suspended or permanently banned persons shall prevent such persons from exercising their membership rights and privileges even if the application to the Website is complete.

4.3. VitrA may unilaterally terminate this Agreement with immediate effect and without any prior warning, reason or indemnification and terminate the membership of the Member, or permanently stop or temporarily suspend the membership of the Member without terminating the Agreement. The decision to terminate the Agreement or suspend or stop membership specified herein shall be made solely and exclusively by VitrA due to the violation of the provisions herein, the violation of Website rules, the discovery by VitrA of a possible information security risk arising out of the actions of the Member on the Website or the consequences thereof, or the commercial discretion of VitrA.

5. RIGHTS AND OBLIGATIONS

5.1. "Rights and Obligations of the Member

5.1.1. The Member agrees and warrants to comply with all applicable Website service rules and legislation in effect when completing membership procedures, utilizing Website services or performing any action related to Website services, confirms that they have understood the above terms and conditions, and consents to receiving e-bulletins sent by VitrA, Artema and Intema websites due to being a Member.

5.1.2. The Member agrees that VitrA may be required to disclose information to the authorities pursuant to mandatory legislation, that it may and will disclose confidential/private/commercial information of its Members to such authorities upon a proper request for such disclosure, and that the Member shall have no right to demand compensation under any name for such disclosure.

5.1.3. Members are required to keep their username and password used to access their VitrA Membership page in confidence, ensure that such username and password is used exclusively by them, and prevent third persons from coming into knowledge of such username and password. Members shall be held liable for any damages incurred by VitrA and/or third parties due to their failure to keep the username and password in confidence, prevent them from becoming known by third persons, and keep them to their exclusive personal use.

5.1.4. Members may not transfer the Agreement or their rights and obligations therein to third parties in full or in part without the written consent of VitrA.

5.1.5. Persons utilizing the services provided by VitrA and using the Website may only do so for legitimate purposes. Members bear full legal responsibility for any and all actions they may perform on the Website. Members agree and warrant to avoid duplicating, copying, disseminating or processing the images, text, visual and audio materials, videos, files, databases, catalogs and lists found on the Website in a manner that infringes the personal or property rights of VitrA and/or third parties, and represent and undertake that they will not seek to enter direct and/or indirect competition with VitrA through these and other actions. VitrA may not be held directly and/or indirectly liable for any damages incurred by third parties due to the actions of the Members on the Website that are in violation of the law and the provisions herein.

5.1.6. The Member accepts that VitrA has the right to make changes in the products found on the Website, and that VitrA may not be held responsible for any inadvertent errors on drawings and other depictions on the Website. The Member may not hold VitrA directly and/or indirectly responsible for such changes and errors.

5.2. Rights and Obligations of VitrA

5.2.1. VitrA shall provide the services defined herein pursuant to the statements in the VitrA Membership Account regarding the provision of such services, and the terms and conditions specified in the Agreement.

5.2.2. VitrA shall have the right to make changes to the services and content available on the Website at all times, and may exercise such right with no prior notice or warning. VitrA reserves the right to bar access, including that by Members, to the information and content on the Website and delete such information and content.

5.2.3. VitrA makes no guarantees and accepts no responsibility with respect to product drawings etc. available on the Website. VitrA may provide links to third party websites and/or portals, files or contents over which VitrA has no control or authority. These links may be provided by Members or by VitrA solely for the convenience of its Members, and bear no implied guarantee in support of the website in question, its operator, or the contents of the website. VitrA bears no responsibility for websites, the associated files and content, and the services provided therein accessed via the links found on the Website.

5.2.4. VitrA may use the membership information submitted by the Member to the Website in a way to ensure the security of the Member, fulfill its own obligations, and perform statistical assessments. Such information may be tabulated and maintained on a database.

6. PRIVACY POLICY

VitrA may use the Member information submitted to the Website in accordance with its Privacy Statement which is an annex to and an inseparable part of the Agreement. VitrA may only use or disclose confidential information of the Members to third parties in accordance with the provisions of the Privacy Policy.

7. MISCELLANEOUS

7.1. Intellectual Property

All elements of the Website (including but not limited to VitrA Database, VitrA Interface, designs, text, images, html codes and other codes, collectively referred to as "VitrA Intellectual Property") accessed on the Website are the property of VitrA and/or are used by VitrA under license from third parties. Members may not resell, process, share, distribute or display the services and information of VitrA and VitrA Intellectual Property, or allow third persons to access and use the same. Members may not duplicate, process or distribute VitrA Intellectual Property or use VitrA Intellectual Property to create work of their own except where specifically permitted by VitrA pursuant to the Website Terms of Use.

Unless specifically permitted pursuant to the Website Terms of Use, VitrA reserves any and all rights associated with VitrA, VitrA Services, VitrA information, VitrA Intellectual Property, VitrA trademarks, "VitrA" commercial layout and any other assets and information provided through the Website.

7.2. Amendments

VitrA may make amendments to the Agreement at its sole discretion and disposal by announcing such amendment on the Website at any time deemed proper. Amended provisions of the Agreement shall become valid on the day of amendment announcement. All other provisions shall remain in force unaffected and continue to give the same consequences as before. The Agreement may not be amended with the unilateral statements of the Member.

7.3. Force Majeure

VitrA shall not be responsible for the delay in or failure of performing any services provided for herein under circumstances that are considered force majeure by law. Such failure shall not constitute a default of performance for VitrA, and VitrA shall be under no liability of indemnification in the event of such failure or delay due to force majeure. Force majeure situations are circumstances that are beyond the reasonable control of the parties and unable to be prevented by VitrA despite best efforts, and include but are not limited to natural disasters, war and insurgency, labor disputes, communication interruptions, infrastructure and internet connection failures, system improvements and updates and the resulting interruption, power outages and inclement weather.

7.4. Jurisdiction and Choice of Law

The Agreement shall be construed and governed in accordance with Turkish law with no reference to conflict of law provisions in the event of a foreign element in the management of legal relations arising out of the Agreement. Conflicts arising out of or in connection with the Agreement shall be brought before the Courts and Executive Offices of Istanbul.

7.5. Prevalence of VitrA Records

The Member agrees and accepts that, in the event of a conflict arising in connection with the Agreement, the electronic and system data, commercial records, book entries, microfilm, microfiche and computer records maintained by VitrA on its own database and servers shall constitute valid, binding, definite and exclusive evidence. The Member further releases VitrA from the obligation to tender an oath, and agrees that this provision constitutes an agreement of evidence in the manner of Article 287 of the Code of Civil Procedure.

7.6. Effective Date

This agreement and the documents and appendices referred to herein and constituting an integral part of this agreement (“Agreement”) become effective upon mutual acceptance as provided by the electronic submission of the Member.

Terms of Use

1. Please read the terms and conditions below for the use of this internet site (“Website”). If you do not accept these terms and conditions, please do not use the Website. The owner of the Website reserves the right to change the information, forms, content, the Website and the terms of use at any time.

2. The owner of the Website is Eczacıbaşı Yapı Gereçleri Sanayi ve Ticaret A.Ş. residing at Kanyon Ofis / ISTANBUL ("VitrA"). Services provided on the Website and specified herein are provided by VitrA.

3. Any real persons or entities accessing the Website or using the services provided therein are considered to have accepted the following terms of use. VitrA reserves the right to change the terms of use at any time without prior warning or notice to the User. Such changes will enter into force from time to time when announced on the Website. Any real persons or entities accessing the Website or using the services provided therein are considered to have accepted such changes by VitrA in advance.

4. This Terms of Use has been most recently updated on October 1, 2009; made generally available on the Website for all users and has entered into force on the date above. The Terms of Use is an integral part of any Membership Agreement executed or to be executed with any user of the Website.

5. DEFINITIONS

5.1. WEBSITE : Online pages accessible through the www.VitrA.com.tr and www.artema.com.tr domains and other sub-domains, where services and content chosen by VitrA are offered.

5.2. USER : Any and all real persons or entities accessing the Website and/or "VitrA Database" online.

5.3. LINK : A connection on the Website that enables access to files or content within the Website or on other websites. Also, a connection on other websites that enables access to the Website, its files or content.

5.4. CONTENT : Any and all information, text, image, drawing, video, figures and other visual and audio materials posted on or accessed via the Website.

5.5. VitrA DATABASE : A bank of information where the Website Content is stored, classified, queried and accessed. VitrA Database is the property of VitrA and is under protection in accordance with the Intellectual Property Law numbered 5846.

5.6. MEMBER: Any real-person or entity User who completes the membership procedure on the Website, receives electronic approval of membership by VitrA, and accepts any terms of use or terms of service by electronic means during the membership application process to use the services provided by VitrA.

5.7. MEMBERSHIP AGREEMENT: An electronic agreement approved electronically by the Member during the membership procedure, which specifies the terms and conditions for using the services provided by VitrA on the Website and constitutes an inseparable part of the terms of use.

6. VitrA SERVICES

6.1. VitrA services allow Users to query, recall and display the content of the VitrA Database through the Website interface provided by VitrA.

6.2. VitrA makes every effort to ensure that all content on the Website, particularly information about the products and services offered by VitrA, as accessed and viewed by Users through the VitrA Database is accurate and up to date. The content offered on the Website cannot be construed as public representations or warranties by VitrA, and is intended solely for informational purposes for persons who wish to gather information about VitrA, its products and its services on the Website. The sole representations and

warranties by VitrA regarding its products and services are specified in the sales agreements executed between persons purchasing VitrA products and services or persons brokering the sale of VitrA products and services, and VitrA and/or its authorized resellers. Provisions of applicable laws are reserved.

6.3. The above is not an exhaustive list of services offered by VitrA. These are core services offered, and new services may be added or the scope or conditions of existing services may be changed at the sole discretion of VitrA. VitrA may exercise this right at its sole discretion without prior notice.

7. TERMS AND CONDITIONS FOR USING THE VitrA WEBSITE

7.1. Users may only use the Website for legitimate purposes. Members and Users bear full legal responsibility for any and all actions they may perform on the Website

7.2. The Website operates by Users viewing the Content uploaded to the VitrA Database by VitrA. VitrA bears no legal responsibility for any content viewed by Users that is not specifically and deliberately uploaded to or created on the Website by VitrA, and accessing or viewing such content on the Website cannot be construed as the endorsement or approval of such content by VitrA.

7.3. Users agree and warrant to avoid duplicating, copying, disseminating or processing the content provided by VitrA on the Website, including but not limited to images, text, visual and audio materials, videos, files, databases, catalogs and lists, and represent and undertake that they will not seek to enter direct and/or indirect competition with VitrA through these and other actions in the absence of a specific action or statement by VitrA to the contrary.

7.4. Users and Members warrant and represent that they will not engage in any behavior on the Website that may cause unfair competition as defined in the provisions of the Turkish Commercial Code, and commit any acts that may disparage the personal and commercial reputation and infringe upon the rights of VitrA and third parties.

7.5. VitrA reserves the right to make changes to the services and Content available on the Website at all times, and may exercise such right with no prior notice or warning.

7.6. Users may use the information they access on the Website solely for the purposes specified by VitrA.

7.7. VitrA may provide links to third party websites and/or files or contents over which VitrA has no control or authority. These links are provided by VitrA solely for reference purposes, and bear no implied guarantee in support of the website in question, its operator, or the contents of the website. VitrA bears no responsibility for websites, the associated files and content, and the services and products provided therein accessed via the links found on the Website.

7.8. VitrA may not be held responsible for drawings and other depictions on the Website. The Member may not hold VitrA directly and/or indirectly responsible for the above.

7.9. VitrA may use, disclose, process, share or store on a database the information submitted to it by Members or Users on the Website pursuant to the provisions of the Privacy Policy and the Membership Agreement. Furthermore, VitrA may collect user or visitor information including name, address, email address, telephone, IP address, section of Website visited, type of domain, type of browser, date and time, and use such information for statistical purposes or for providing customized services.

7.10. It is forbidden to extract a high volume of information from the Vitra Database in order to obtain Website Content. Persons deliberately extracting large amount of information from the Vitra Database shall be prosecuted by Vitra pursuant to the provisions of Article 243 of the Turkish Criminal Code on unauthorized access to a communication system.

7.11. Third persons may access the database that stores the content accessed and/or viewed on the Website solely for the purposes of viewing such content and/or pursuant to terms of use expressly specified in writing by Vitra. Any other access is considered illegal and Vitra reserves the right to prosecute or initiate legal action.

7.12. Content accessed via the Website may not be copied, duplicated, transmitted, processed and displayed on other websites and media channels without the written consent of Vitra.

7.13. Content accessed and/or viewed on the Website may not be displayed on other communication media, particularly the Internet, by third persons without the written consent of Vitra.

7.14. The Vitra Database and the information therein may not be copied, transferred to other databases and made available and accessible to third parties in full or in part without the written consent of Vitra.

8. INTELLECTUAL PROPERTY RIGHTS

All elements of the Website (including but not limited to Vitra Database, Vitra Interface, designs, text, images, html codes and other codes, collectively referred to as “Vitra Intellectual Property”) accessed on the Website are the property of Vitra and/or are used by Vitra under license from third parties. Users are not permitted to resell, process, share, distribute or display the services and information of Vitra and Vitra Intellectual Property, or allow third persons to access and use the same. Users may not duplicate, process or distribute Vitra Intellectual Property or use Vitra Intellectual Property to create work of their own except where specifically permitted by Vitra pursuant to the Website Terms of Use.

Unless specifically permitted pursuant to the Website Terms of Use, Vitra reserves any and all rights associated with Vitra, Vitra Services, Vitra information, Vitra Intellectual Property, Vitra trademarks, “Vitra” commercial layout and any other assets and information provided through the Website.

9. CHANGES TO TERMS OF USE

Vitra may make amendments to the Terms of Use at any time and at its sole discretion by announcing such amendment on the Website. Amended Terms of Use shall become valid on the day of amendment announcement. The Terms of Use may not be amended with the unilateral statements of the User.

10. FORCE MAJEURE

Vitra shall not be responsible for the delay in or failure of performing any services specified in the Terms of Use, Privacy Policy and Membership Agreement herein under circumstances that are considered force majeure by law. Such failure shall not constitute a default of performance for Vitra, and Vitra shall be under no liability of indemnification in the event of such failure or delay due to force majeure.

Force majeure situations are circumstances that are beyond the reasonable control of the parties and unable to be prevented by Vitra despite best efforts, and include but are not limited to natural disasters, war and

insurgency, labor disputes, communication interruptions, infrastructure and internet connection failures, system improvements and updates and the resulting interruption, power outages and inclement weather.

11. JURISDICTION AND CHOICE OF LAW

The Terms of Use shall be construed and governed in accordance with Turkish law with no reference to conflict of law provisions in the event of a foreign element in the management of legal relations arising out of the Agreement. Conflicts arising out of or in connection with the Agreement shall be brought before the (Central) Courts and Executive Offices of Istanbul.

12. EFFECTIVE DATE AND ACCEPTANCE

The Terms of Use become effective on the date it is posted on the Website by VitrA. Members and Users are considered to have accepted the Terms of Use by using the Website. VitrA may amend the Terms of Use from time to time at its sole discretion. Amendments shall become effective when posted on the Website together with the version number and the date of amendment.