

## EGE ENDÜSTRİ TERMS AND CONDITIONS OF PURCHASE

### 1. DEFINITIONS

“Buyer” means Ege Endüstri ve Ticaret A.Ş.

“Supplier” means that person, firm or company to whom the Purchase order is addressed.

“Goods” means the material, components, equipment or services specified in the purchase order.

“Specifications” means any drawings, design, data, samples, specifications or other instructions of a technical nature referred to in the Purchase Order whether or not supplied by Buyer to supplier and / or supplier’s published technical specifications in relation to the goods or services.

### 2. ENTIRE AGREEMENT

This **contract** order, including all documents incorporated by reference, contains the entire agreement between Buyer and Supplier with regard to the purchase and sale of the Products sold under this order. This **contract** / order supersedes any prior agreements or discussions (whether written or oral) between Buyer and Supplier about this order. No amendment or modification to this order (other than a written notice of change issued by Buyer) shall be valid unless made in writing and signed by a duly authorized representative of each of Buyer and Supplier.

Supplier and Buyer may use electronic means, including computer-based telecommunications systems, to transmit this order, Suppliers acknowledgment of this order, Buyer’s “Supplier Schedule”, or other correspondence or information relating to the placing of this order or its performance.

### 3. BLANKET ORDERS

If this order is identified as a “blanket order”, Buyer shall issue a “Supplier Schedule” to supplier for specific quantities and delivery dates for the goods. Buyer shall have the right to cancel, adjust, or reschedule the quantities of products shown in such “supplier schedule”, except that it may not cancel, adjust or reschedule the goods shown as “firm” on such “supplier schedule”.

### 4. WARRANTY

Supplier hereby warrants and represents to Buyer that as conditions of the Agreement:

4.1.1. the Goods will conform in every way with the Specifications and all International standards relevant to the Goods supplied under the Agreement. All Goods will comply with all relevant laws and regulations and will in general be fit and sufficient for the purpose intended;

4.1.2. the Goods meet all relevant health and safety requirements applicable to Goods both in the state or form supplied to Buyer and when incorporated in or combined with other goods which are either referred to in the **order / contract** or with which they would be incorporated or combined in the normal course;

4.1.3. all Goods will be supplied with full instructions for their proper installation, use, maintenance and repair and with any necessary warning notices clearly displayed. Such instructions shall be stated in English.

4.1.4. Supplier knows of Buyer’s intended use of the Goods and that all Goods by the Agreement have been selected, designed, manufactured or assembled by Supplier based upon Buyer’s stated use, will be fit and sufficient for the particular purposes intended by Buyer.

4.1.5. the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and in accordance with the highest standards or workmanship in their professions.

4.1.6. On the production process and all product will comply with List of Materials that are forbidden to use or restricted and will general be fit to current environment and work health-safety laws.

4.2. The warranty period shall be two (2) years upon delivery except that if otherwise stated in the purchase order **contract**.

4.3. These warranties shall survive inspection, test, acceptance of and payment for the Goods.

4.4. Without diminishing its obligations or responsibilities pursuant to any other of the Conditions of Purchase Supplier hereby assigns to Buyer the benefit of any guarantee and / or warranty given to Supplier by any third party in relation to the Goods or Services or any part thereof.

### 5. QUALITY ASSURANCE

The Supplier will establish such quality and specification control procedures including testing and inspection and such documentation and certification as may be necessary to ensure compliance with the Contract. The Supplier will give Buyer full details of such procedures and advance notice of any proposed changes in such procedures or in any manufacturing process. Buyer, buyer’s customers or their customers representatives shall be entitled to a right of access to the Supplier’s and his subcontractors premises at all reasonable times for the purpose of checking progress and carrying out or witnessing tests and / or procedures.

### 6. PRICE

6.1. The prices stated in the Purchase Order **Contract** are fixed prices and shall not be varied except as expressly provided for in the Purchase Order.

6.2. The prices shown include all charges by supplier for packing, reusable containers, transportation and insurance paid at the supplier’s risk to the point of delivery.

6.3. The price payable shall be specified on the Purchase Order / Contract, but if no price appears on the Purchase Order **Contract** the Buyer reserves the right to pay a reasonable price calculated by reference to other prices paid to Supplier for similar goods.

6.4. Failure to comply with Buyer’s instructions in the Purchase Order / Contract or delay in notifying Buyer’s Purchase Manager of the price will delay payment. Such delay will not affect Buyer’s rights to any special discount to be allowed on the price of Goods and / or Services supplied under the Agreement.

6.5. Unless otherwise stated, the prices on the Purchase Order **Contract** exclude Value Added Tax. Where any charge is made for Value Added Tax, the invoice shall be in the form as laid down by Customs & Excise for Value Added Tax purpose.

### 7. PAYMENT

Buyer shall only be bound to accept and pay for conforming products in the amounts specified in the Purchase Order **Contract** or in any releases thereby.

### 8. SHIPPING AND DELIVERY

The Goods must be delivered in the quantities and at the time stated in the Purchase Order **Contract** or in accordance with the Buyer’s “supplier schedules” or other instructions. The forward lead times for procurement of materials and production planning will be agreed with the Supplier and set out in the supplier schedules but the Supplier will be full responsible for ensuring that materials are ordered in time to meet the schedules delivery dates. Timely delivery in accordance with the Buyer supplier schedules and any variations thereof shall be of the essence of the Contract and the buyer may cancel the Contract if the Supplier fails to deliver the Goods by the specified dates without any liability except to pay for Goods already accepted. Supplier undertakes the supplier’s costs and expenses due to the late delivery.

### 9. INSPECTION

Buyer reserves the right at any time to inspect and/or test Goods and/or Services and for that purpose shall be entitled to enter any works, warehouses or other premises under Supplier’s control to inspect any tools or materials procured or used for the manufacture of Goods at the supply of the Services as is reasonable in order to facilitate such inspection and/or testing. Such inspection and/or testing shall not imply and acceptance of the Goods and/or Services nor in any way relieve Supplier of any obligation or duty under the Agreement or otherwise impose any obligations on Buyer.

### 10. PACKAGING

Supplier shall ensure that Goods with packaging contract are properly packed acc. to contract, unless supplier shall ensure that goods are properly packed. Supplier undertakes the loss and damages due to nonconforming packing.

### 11. CHANGES

No variation, amendment or alternative understanding in any way purporting to modify the contract shall be binding upon Buyer unless made in writing and signed by the company’s authorised representatives.

By giving written notice to Supplier, Buyer may modify at any time the specifications, design or drawings, samples or other description to which the Products are to conform, the methods of shipment and packaging Products, or the place of delivery. If such modification affects the cost of, or the time required for, the performance of any part of the work under this order, and if Supplier makes a written claim for adjustment within thirty (30) days after receipt of the written notice of modifications, then Buyer shall make an equitable adjustment to the terms of this order within a reasonable time. All modifications for which Buyer submits a written notice to supplier shall become part of this order.

### 12. INFORMATION

If Buyer supplies drawings, data, design, inventions, computer software or other technical information to Supplier to facilities the performance of this order, then such information shall remain Buyer’s property and Supplier shall hold it in confidence. Supplier shall not reproduce, use or disclose such information to others for any purpose other than the performance of this order without Buyer’s prior written consent. Such information shall be returned to Buyer upon completion by Supplier of its obligations under this order or upon demand, along with all copies Supplier has made and all other documents in which such information has been incorporated.

Unless Buyer has entered into a separate written non-disclosure agreement with Supplier, any information which Supplier may disclose to Buyer with respect to the design, manufacture, sale or use of the Products covered by this order shall be deemed to have been disclosed as part of the consideration for order, and Buyer shall be free to use such information.

### 13. BUYER’S PROPERTY

All property used by Supplier in connection with this order which Buyer owns and delivers to Supplier, or pays Supplier for, including, but not limited to, tools, dies, jigs, molds, patterns, fixtures and equipment and any replacement thereof, shall be and remain the property of Buyer. Buyer may remove or inspect such property at any time and Buyer shall have free access to Supplier’s premises for such purposes. All property owned by Buyer shall be marked as Buyer’s property and used only for performing Buyer’s orders. Supplier shall maintain and repair such property and return it to Buyer in its original condition, reasonable wear and tear excepted, at the request of the Buyer.

### 14. PATENT INDEMNITY

Supplier shall indemnify Buyer, its successors, assigns, agents, customers and users of the Products against loss, damage, or liability, including costs and expenses, including attorneys’ fees, which may be incurred on account of any suit, claim, judgement or demand involving infringement or alleged infringement of any patent, copyright, industrial design, right or other intellectual property rights in the manufacture, use or disposition of the Products supplied under this order **contract**, if the Products delivered under this order are produced to a specification or design other than one provided by, it shall be a condition of this indemnity that Buyer shall notify Supplier or any suit, claim or demand against it and, shall permit Supplier to defend or settle such suit, claim, judgement or demand.

### 15. RELEASE OF INFORMATION AND ADVERTISING

Supplier and Buyer agree that this order is confidential business information. Neither of them, without the prior written consent of the other, shall make any news release or public announcement of this order or advertise or publish the fact that Buyer has placed this order with Supplier.

### 16. TERMINATION RIGHTS

Buyer may terminate the performance of work under this order (or any part thereof) at any time without cause upon written notice of termination to Supplier. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, immediately discontinue work under this order. Within thirty days after receipt of the written notice of termination, Supplier shall submit any claim for its expenses resulting from the termination and Buyer shall promptly make a reasonable settlement of the claim.

### 17. HAZARDOUS MATERIALS

Supplier shall notify Buyer of all “hazardous materials” (as that term is defined in applicable federal, state and local statutes) which are contained in the Products. Supplier shall furnish Buyer with copies of all applicable “Material Safety Data Sheets” for Products no later than the initial shipment date under this order. Supplier shall also comply with all laws, orders and regulations pertaining to the use, storage, and disposal of restricted, toxic, and hazardous materials.

### 18. CUSTOMS DOCUMENTATION

Supplier shall provide Buyer all necessary information and documentation in the procession or control of Supplier relating to the Products supplied under this purchase order and required to comply with applicable customs, product marking, country of origin, and other laws. Supplier shall hold Buyer harmless from any and all increased costs or customs duties or other penalties or damages incurred by Buyer as a result of deficient or erroneous documentation supplied by Supplier for purposes of establishing the status of Products supplied under this purchase order under Turkish laws and regulations.

### 19. GOVERNING LAW

This order shall be governed by the laws of Turkey.