

EuropTec Cam Sanayi ve Ticaret A.Ş.
Hereinafter referred to as Supplier

General Terms and Conditions of Business

1. General

- 1.1. These general terms and conditions of sale and delivery of the supplier apply to all sales, deliveries and services of the supplier to the customer. The ordering or acceptance of deliveries or services from the Supplier by the Customer shall be deemed to constitute acceptance of these General Terms and Conditions of Sale and Delivery. Deviating agreements are only valid if they are made in writing. The customer waives the right to assert his own general terms and conditions.
- 1.2. The supplier's offers are generally subject to change. A contract between the supplier and the customer only comes into effect upon the supplier's written confirmation that he accepts the customer's order (order confirmation).

2. Scope of Deliveries and Services

The supplier's deliveries and services are conclusively defined in the order confirmation. Services not included must be agreed upon in writing. Deliveries and services, in particular equipment, dimensions and weight of products, may vary slightly from the order confirmation. Such deviations shall be deemed to be in conformity with the contract as long as they do not affect essential characteristics of the deliveries and services. **Due to unpredictable production-technical conditions, EuropTec is entitled to under- or over-deliveries of + - 10% on all deliveries.**

3. Plans, Technical Documents, Samples and Prototypes

- 3.1. Brochures and catalogues are not binding unless otherwise agreed in writing. Information in technical documentation is only binding if it is expressly confirmed to the customer in writing.
- 3.2. The supplier reserves all rights to plans, technical documents, samples and prototypes developed by him. The Customer acknowledges these rights and will not make the Supplier's plans, technical documents, samples and prototypes accessible to third parties, in whole or in part, without the Supplier's prior written authorization and will not use them for purposes other than those for which they were provided. The use of the supplier's plans, technical documents, samples and prototypes to obtain competitive offers is prohibited.

4. Prices

The prices stated in the written order confirmation apply. If the order confirmation does not specify the prices, the supplier's current price list applies. Unless otherwise agreed or quoted, all prices are in EURO, net EXW without packaging, VAT and any deductions. All expenses, taxes, duties, fees, customs duties and the like shall be borne by the customer.

5. Payment Terms

- 5.1. Payments shall be made net to the supplier's domicile without deduction of discounts, expenses, taxes, levies, fees, customs duties and the like within 30 days of the invoice date.
- 5.2. Upon expiry of the payment deadline, consequences of default will occur automatically, i.e. without further reminder. From this point onwards, the customer will be charged interest on late payment at a rate of 10% per year. Compensation for damages resulting from further damage and, after expiry of a reasonable grace period, withdrawal from the contract in question as well as the suspension of deliveries and services by the supplier with regard to further contracts concluded with the customer and withdrawal from the same are expressly reserved.
- 5.3. Without the written consent of the supplier, the offsetting of customer claims against the supplier's claims is excluded.

6. Retention of Title and Right of Exploitation

The supplier remains the owner of all its deliveries until it has received full payment in accordance with the contract. Upon conclusion of the contract, the Customer authorises the Supplier to register the retention of title in the official register and to complete all relevant formalities at the Customer's expense. The Customer shall maintain the delivered items at its own expense for the duration of the retention of title and insure them for the benefit of the Supplier against theft, breakage, fire, water and other risks. He will also take all measures to ensure that the Supplier's claim to ownership is neither impaired nor revoked.

In the event of mixing, the supplier acquires joint ownership in proportion to the value of the components.

If the customer fails to meet its acceptance and/or payment obligations even after a grace period of 30 days, the supplier shall be entitled, for the duration of the delay in acceptance and/or payment, to sell the products ordered by the customer to third parties freely and without hindrance, regardless of any intellectual property rights (e.g. patents, company, trademark, design, model and copyrights) to which the customer may be entitled.

7. Delivery Period

7.1. The delivery period begins as soon as the contract is concluded and any payments to be made or agreed securities have been provided.

7.2. The delivery period shall be extended appropriately:

- a) If the supplier does not receive the information required to fulfil the contract in a timely manner or if the customer subsequently changes the information.
- b) If obstacles arise which the supplier cannot avert despite exercising due care, regardless of whether they arise at him, the customer or a third party. Such obstacles include, for example, epidemics, mobilization, war, riots, serious operational disruptions, accidents, labour disputes, delayed or faulty delivery of the necessary raw materials, of semi-finished or finished products, rejection of important work pieces, official measures or omissions, natural events and other cases of force majeure.
- c) If the customer or third parties are behind schedule with work to be carried out by you or are in default with the fulfilment of their contractual obligations, in particular if the customer does not comply with the payment terms.

7.3. Failure to comply with delivery deadlines does not entitle the customer to compensation, but to withdraw from the contract after the expiry of a reasonable grace period of at least 90 days.

7.4. Due to delays in deliveries/services, the customer has no rights or claims other than those expressly stated in Section 7. Furthermore, the exclusion of liability in Section 12 applies.

8. Tools and Moulds

8.1. Tools and moulds, including accessories, remain the property of the supplier, even if the customer has paid a share of the manufacturing costs.

8.2. The supplier shall ensure, at its own expense, the storage and maintenance of tools and moulds for reorders for a period of 3 years from the last delivery. At the customer's request and expense, tools and moulds will be stored and maintained by the supplier for a maximum of two additional years. Tools and moulds that are not available for a maximum of 3 years or, if the option is exercised, for 5 years, must no longer be retained by the supplier.

9. Transfer/Handover of Benefit and Risk

9.1. Benefit and risk shall pass to the customer at the latest upon dispatch of the deliveries from the factory.

9.2. If the handover or, if shipping has been agreed, the shipping is delayed at the customer's request or for other reasons for which the supplier is not responsible, the risk shall pass to the customer at the time originally scheduled for the handover or shipping. From this point on, the deliveries will be stored at the customer's expense and risk.

10. Inspection and Acceptance of Deliveries and Services

- 10.1. The supplier will inspect the deliveries and services prior to shipment as usual. If the customer requests further inspections, these must be agreed upon separately and paid for by the customer.
- 10.2. The customer must inspect the deliveries and services within 10 days of receipt of the goods and completion of the services and immediately notify the supplier of any defects in writing. Failure to do so will result in the deliveries and services being deemed approved.
- 10.3. The Supplier shall remedy any defects notified to it in accordance with clause 10.2 as quickly as possible, subject to the option provided for in clause 11.2, and the Customer shall give the Supplier the opportunity to do so.
- 10.4. Due to defects of any kind in the Supplier's deliveries or services, the Customer shall have no rights or claims other than those expressly stated in this Section 10 and Section 11 (Warranty, Liability for Defects). Furthermore, the exclusion of liability pursuant to Section 12 applies.

11. Warranty, Liability for Defects

- 11.1. The supplier's warranty lasts 12 months from the delivery of goods or from the completion of services. Warranty claims can only be asserted by the customer if the customer has fulfilled his contractual obligations, in particular his payment obligations. The customer's warranty claims expire prematurely if the customer or third parties make changes or repairs to the deliveries and services or if the customer, in the event of a defect, does not immediately take all appropriate measures to mitigate the damage and gives the supplier the opportunity to remedy the defect.
- 11.2. The Supplier undertakes, upon written request from the Customer, to repair or replace as quickly as possible, at the Supplier's discretion, all parts of the Supplier's deliveries and services which demonstrably become defective or unusable as a result of poor material, faulty design or inadequate workmanship before the expiry of the warranty period, or to refund the portion of the purchase price/work price attributable to these parts. Unless otherwise agreed in writing, the costs of disassembly, transport, and reassembly shall be borne by the Customer. Replaced parts become the property of the Supplier.
- 11.3. The supplier's warranty and liability do not cover damage that cannot be proven to have been caused by poor materials, faulty design or defective workmanship, but rather, for example, as a result of natural wear and tear, improper storage or handling, or inadequate maintenance, failure to comply with operating instructions, excessive use, unsuitable operating materials, chemical or electrical influences, assembly work not carried out by the supplier, and other reasons for which the supplier is not responsible.
- 11.4. The customer has no rights or claims for defects of any kind in the supplier's deliveries and services other than those expressly stated in Section 11.2. Furthermore, the exclusion of liability pursuant to Section 12 applies.

12. Exclusion of further Liability of the Supplier

All cases of breach of contract and their legal consequences, as well as all claims of the customer against the supplier, regardless of their legal basis, are conclusively regulated in these terms and conditions. In particular, all claims of the customer against the supplier for damages, reduction, and cancellation of the contract or withdrawal from the contract that are not expressly mentioned are excluded. The supplier's liability is limited to the value of its deliveries and services. The supplier is not liable for damage to items handed over to it for processing or storage by the customer or third parties. Under no circumstances shall the customer be entitled to compensation for damages that did not occur on the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profits or other direct or indirect damages. This exclusion of liability does not apply to unlawful intent or gross negligence on the part of the supplier, but it also applies to unlawful intent or gross negligence on the part of auxiliary persons. Otherwise, this exclusion of liability does not apply to the extent that it is contrary to mandatory law.

13. Intellectual Property Rights

If the supplier has to deliver goods and services according to designs, drawings, models or samples provided by the customer or according to other specifications of the customer, the customer guarantees that the manufacture and delivery of these products or the provision of these services will not infringe any third-party intellectual property rights. The customer shall indemnify the supplier against all damages arising from the infringement of third-party intellectual property rights due to the customer's specifications.

14. Prohibition of Assignment

The customer is not entitled to assign his claims against the supplier to third parties without the supplier's written consent.

15. Place of Jurisdiction and Applicable Law

15.1. The exclusive place of jurisdiction for all disputes between the parties shall be, at the Supplier's discretion, the registered office of the Supplier.

15.2. The contracts between the supplier and the customer are subject exclusively to Turkish Law, excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) of 11 April 1980, version 28.6.04.