

# GÜNSAN PURCHASING TERMS & CONDITIONS

## 1. General Provisions:

These terms and conditions are the entire and integral part of our purchase order and supply system. These may only be amended in accordance with the special conditions we accept in writing. Unless there is a main purchase agreement between us and our supplier, this means our sole commitment to the Supplier in relation to procurement purchases and cancels all other offers, letters or prior given commitments that are not mentioned in the order and whose purpose is the procurement purchases. The provisions of the order may not be detailed and comprehensive, the Supplier is obliged to comply with all applicable laws and regulations being in force in accordance with the Turkish and International standards and laws, and with applicable good trade practices, professional practices and the internal security legislation. The "Procurement" means the subject of the order (products, materials, equipment, service terms, intellectual services, etc.) and all other relevant documents and the procurement process. The Supplier should have all laws and regulations relating to the product or service received from it and the responsibility in these processes shall be on the supplier.

## 2. Notice of receipt – Order acceptance:

The order shall be finalized after it has been dated, stamped and signed in the relevant field in our Purchase Order form and returned to us (confirmation). In the event that the Supplier does not notify Günsan of an "Objection Declaration" in writing and by explaining its reasons within 1 (one) business day after Günsan has given the Purchase Order, the Supplier shall be deemed to accept the Purchase Order under the terms and conditions specified in the order. However, in such a case, the right to cancel the order by us without making any compensation is reserved. Unless otherwise agreed between the parties, the delivery date specified in the Purchase Order is the date of arrival of the goods to Günsan Warehouse (to the address specified in the end).

## 3. Quality, Health, Safety and Environment:

The Supplier, by accepting the order, guarantees that the goods and/or services provided are equipped all necessary or standard safety mechanisms and in compliance with legal and regulatory requirements relating to Quality, Health and Safety. The Supplier, in accordance with the legal and regulatory requirements concerning Quality, Health and Safety, must comply with all national and international laws and regulations and take the necessary precautions. In particular, the Supplier shall specify the precautions for the use of the goods provided. If the goods/products provided pose any nonconformity or pollution, or contain the parts subject to specific legislations, the Supplier shall inform us, on the delivery date, regarding any possible damage (or waste material) that may occur after the use and regarding the precautions we have to take in accordance with the applicable regulations. To comply with this provision constitutes the most fundamental, decisive and absolute condition for working with Günsan.

## 4. Plans - Drawings – Equipment:

All kinds of plans, drawings, documents, models, etc. created on behalf of Günsan or delivered to the Supplier by us shall not be used for any other purpose without our prior written consent. They must be returned to us upon the first request. Unless otherwise stated, the documentation and any other information entrusted to the Supplier shall remain as our property and their return upon the first request is mandatory. In addition, the Supplier also undertakes to provide correct maintenance and protection of all kinds of objects, etc. it has received from Günsan.

## **5. The Supplier's corporate, social and environmental responsibility**

### **- General principles:**

The Supplier acknowledges that it is aware of and will adhere to all the commitments (our ISO certificates, laws, legislations, regulations, ethics, ILO, CE, commitments etc.) of Günsan. The Supplier acknowledges that it shall especially abide by the matters such as environmental protection, compliance with applicable social legislation, worker's health and safety, all kinds fights against non-compliance and compliance with codes of competition. Supplier agrees to act in accordance with national and international legal and regulatory laws and texts, legislations and agreements. We reserve the right to carry out or make carried out inspections/supervisions at any time in order to ensure that the Supplier acts in line with all the matters mentioned herein. Complying with this provision constitutes the most fundamental, decisive and absolute condition for working with Günsan.

### **6. Transfer to the subcontractor:**

Under normal circumstances, the Supplier cannot transfer or assign the work and obligations we have given. In case the Supplier wishes to transfer, it shall submit it to our approval acknowledging that we have the right to cancel the order. If we grant approval to the said subcontractor, the Supplier shall be fully responsible for all possible consequences arising towards us.

### **7. Delivery:**

The goods provided shall be delivered in such a way that they will not subject to any deterioration/non-compliance during delivery and storage. The Supplier shall arrange all necessary documents and obtain all required permits. The delivery shall be made in accordance with the International Trade Rules - INCOTERMS applicable on the date of the delivery of the provided goods. The Supplier shall send the delivery note and all related documents, which specify the order details and must be sent along with the procurement goods. Storage and loading-unloading expenses and other expenses, fines etc. arising out of the reasons such as a delay may in the sending of these documents, inadequate information in the delivery documents or the reasons caused by the Supplier's shipper shall be covered by the last informed intermediary.

### **8. Delivery dates:**

All delivery dates specified in the order are mandatory. If the contractual delivery date is not respected, we shall have the right not to accept the procurement goods, to reduce or cancel the order, and at the Supplier's expense and risk, to provide the goods from another supplier. Not respect delivery dates may result in the extension of payment term by Günsan or a penalty of 0.3% on the invoice amount for each day of delay. If the goods provided do not comply with the order, they shall not be considered as delivered within the delivery period and their bill shall not be paid. As soon as it realizes that there may be a possible delay, the Supplier shall inform us to take all necessary precautions to protect our own interests. In case of delivery other than the amount specified in the order, we have the right not to accept such difference.

### **9. Delivery, movement and circulation of vehicles:**

The Supplier shall comply with the safety and movement/circulation instructions of Günsan or relating to the goods acceptance area to be determined in the relevant application area and it also guarantees that its shipper shall comply with these obligations. The Supplier shall be liable for any direct/indirect loss/damages that may occur otherwise.

## 10. Acceptance - Guarantee:

The quantity and quality control of the order shall be performed in the delivery area or the relevant application area (supplier, subcontractor, work site, etc.) specified in the order following the delivery and in which the acceptance shall occur. The supplier is obliged to deliver the products undamaged. If a delivery-related damage is detected, it shall accept the return of the damaged products unconditionally and if necessary, it shall provide the new one at the agreed date. Such acceptance shall not relieve the Supplier of its obligations, whether a report has been prepared or not. Notwithstanding the statutory guarantees and unless otherwise agreed between the parties, the Supplier shall give guarantee about the supply material for twenty-four months (24 months) as of the acceptance or commissioning against any non-conformance to the order, design, manufacturing, or material defect, non-compliance with use, and/or against the violation of good trade practices and existing laws and regulations. If the guarantee mentioned here has been fulfilled, we shall have the right to request the repair or replacement of the goods provided or to request a guarantee to undertake such a repair or replacement or to cancel the order, without applying to the Supplier. The Supplier shall at all times be responsible for reimbursement of the cost of the goods provided and the compensation for the direct or indirect damages we incur. A returned material must be received by the Supplier within a maximum period of one month as of such a return notice, and if this date expires, we may use our right to remove independently. If defects have occurred during the guarantee period, this shall be extended by period equal to the period in which the procurement material is not suitable for use; if it needs to be replaced completely or in part, the guarantee period shall be effective as of such a replacement. Besides and without any restrictions on the provisions, the Supplier shall be liable for any damages and losses arising from the hidden defects in its goods.

## 11. Price- Payment conditions:

In any procurement process with the Supplier, the prices and maturity date on the Purchase Order Form sent by Günsan to the Supplier shall be valid. Each invoice is issued completely according to the order and sent to the address specified here. Any unsuitable invoices shall be rejected and returned to the Supplier. If we delay payment, the penalties that belong to us shall not exceed the applicable legal interest rate. Unless otherwise specified under special circumstances with respect to the order, the Supplier has guaranteed that any deposit payment made by us shall be refunded.

## 12. Transfer of the ownership and risks:

The transfer of the ownership is valid from the delivery of the goods to the destination. However, if we have paid the deposit for the goods provided, the transfer of ownership in the facilities of the Supplier or its subcontractor concerns the relevant raw materials and the goods in process at that moment; that will be defined by the Supplier as our own property. If the goods provided are not compatible, we reserve the right to re-transfer the property to the Supplier until the Supplier fulfills its contractual obligations.

## 13. Confidentiality:

The Supplier, without prior written approval, shall not disclose any information transmitted by Günsan (and its affiliates) to any third party during the meeting/consultation and/or the process of order, as a result of carelessness or in any way whatsoever and acknowledges that these information are confidential. Besides, the Supplier can disclose all these confidential information described above only to its personnel who need it to perform its respective duties.

#### **14. Confidentiality, industrial and intellectual property rights:**

The Supplier acknowledges that it shall disclose the information we share with it during the meeting/consultation, price quotation and/or order fulfillment, without our express prior written consent and such information is strictly confidential. The Supplier also guarantees that it shall use such information only for the purpose of quotation and/or order fulfillment and share them only with its employees who need this type of information to fulfill their duties. Information remains the property of the Party to which the information belongs. The Supplier guarantees that it shall in no way change anything we provide to it directly or indirectly, without obtaining our express prior written consent. All information by any means, including the process, data, software, equipment or any other information that is covered by intellectual property and all documents, reports, plans, drawings models and software arising from the order fulfillment is our property. In particular, the property rights transferred therefore for information that can be protected by copyright; include the rights to benefit for the reason such as promotion, copying, translation, adaptation, modification, marketing, usage, ownership, duplication and more generally, for all purposes. This transfer is applicable so that the protection of such rights in all countries of the world and separately in each country would be possible. Any breach of this clause means immediate cancellation of our relationships and payments

#### **15. Global Export Control Clause for Purchasing and Supplier Contract & T&Cs:**

The Supplier acknowledges that it is fully aware of, and knowledgeable about, the export and re-export controls regulations, ordinances and laws in the jurisdiction from which the products are exported or the services are provided and agrees to obtain all necessary export and re-export permits or licenses at the Supplier's expense to ensure that the purchaser enjoys the full benefit under the relevant purchase order and these T&C. Further, the Supplier shall supply the purchaser with the information regarding any applicable export controls rules and required permits or licenses for the products or works to be shipped, in writing within three (3) working days from the receipt of purchase order. The Supplier shall also notify the purchaser in writing of any changes to such export and re-export controls regulations and/or permit or licensing requirements which may affect the purchaser's benefits under the agreement. The Supplier undertakes to comply with all export and re-export controls regulations or rules in relation to the delivery of the products, the works and the provision of the services and shall indemnify purchaser against all liability, losses, damages, and expenses resulting from the Supplier's non-compliance or violations of such export and re-export controls regulations.

#### **16. Cancellation:**

If the Supplier partially or fully fails to fulfill its obligations arising out of the order/agreement, we reserve the right to cancel the order in whole or in part.

#### **17. Damage and Insurance:**

The Supplier undertakes to be fully liable against any financial or non-pecuniary damages and physical injuries to our Company or to third parties, their representatives or agents arising while fulfilling the order or from this process or out of the fact that the Supplier has not complied with its contractual obligations, or the Supplier, its representatives, agents or subcontractors have not fulfilled their public responsibilities. Until the risks are transferred to our Company, the Supplier shall form an insurance contract to insure the consequences arising from the above mentioned obligations and all damages to the goods.

## 18. Termination of the Contract

In addition to the statutory termination rights, Günsan shall have the right to terminate this general purchase agreement and/or any agreement between the parties by written notice for the procurement of contracted products. Termination of the agreement includes the following:

**18.1** In the contracted products, the shipper error in the case of delayed deliveries of two or more shipments, originated from the Supplier, despite the notification of Günsan;

**18.2** During the inspection, in the production of the products covered by the contract, the shipper error in the case of non-compliance with the quality standards specified by Günsan;

**18.3** If the Supplier fails to fulfill any of the debts and covenants arising from this contract, Günsan has the right to terminate this agreement unilaterally and if any, to collect all of its receivables by adding the discount prices;

**18.4** The violation of the Supplier including a significant change in its ownership or management or

**18.5** the confidentiality principle of all contractual obligations of the Supplier related to a material.

## 19. Liabilities Concerning Personal Data Protection / GDPR:

**a)** The Parties, under these Terms/Agreement, are obliged to process all private and public personal data transmitted to or to which they are granted access in line with the purpose under these Terms/Agreement and in such a way that they do not exceed the limits of this purpose.

**b)** The Supplier, in case of any transfer, share of personal data to him by Günsan or in case it has access to the personal data for which Günsan is responsible, or in the event that it processes such data by Günsan's authorization, accepts, declares and undertake that it shall keep these personal data in accordance with the Personal Data Protection Act by taking all necessary precautions and measures, process them only for its purpose, take all necessary administrative and technical measures to ensure that personal data is not transferred to third parties unlawfully and made available to third parties, delete or destroy them immediately, upon the disappearance of the processing purpose or in case of any request by Günsan for any reason whatsoever and it is obliged to take the prior written permission of Günsan in cases where it is required to cooperate with third parties regarding its own services and therefore must transfer the personal data of Günsan to third parties.

**c)** In case of the transfer, share of any personal data to Günsan by the Supplier and in the event that Günsan has processed such personal data, Günsan is obliged to fulfill the obligations written above. In case any personal data is transferred to Günsan by the Supplier, the Supplier declares and undertakes that it has obtained such personal data in accordance with the Law, and that, during the transfer of the data to Günsan and processing by Günsan, it has met the conditions required by the Law for personal data processing.

**d)** Unless otherwise agreed by the parties, the Party that is the Data Supervisor is obliged to obtain the express consent stipulated by the Personal Data Protection Law from the related person under the conditions stipulated by the Law.

**e)** The Parties are obliged to carry out the inspections stipulated by the Personal Data Protection Law and other laws in order to confirm the act in accordance with the provisions of this article.

**f)** The parties cannot disclose the personal data they have learned under the Contract indefinitely to third parties in defiance of the provisions of the Law and other relevant legislation and cannot use them other than for the processing purposes. The provisions of the agreement concluded between the parties on this matter are reserved.

## 20. Disputes:

These terms and conditions are governed by the laws of T.R. and in case of disputes, İstanbul Central Courts and Enforcement Offices are authorized. These terms and conditions are essential for trading with Günsan, and any process (acceptance/delivery/procurement etc.) **related to the order shall clearly reveal that all such terms are accepted.**

*This GÜNSAN PURCHASE TERMS AND AGREEMENT consists of 6 (six) pages and 20(twenty) articles. If it is signed and becomes a contract, it shall be valid as of the date of signature and shall be in effect until the mutual termination in writing.*