

## General Delivery and Payment Conditions

### Scope

1. These sales conditions apply to every delivery and framework contract (hereinafter referred to as "Contract") and all individual contracts and/or provisions within a contract (hereinafter referred to as "Individual Contract") with companies, legal entities under public law, and public law special assets (hereinafter referred to as "Partner"). Our deliveries and services are carried out exclusively based on the following conditions. Terms and conditions of the Partner that are not expressly acknowledged by us are not valid.

### General Provisions

2. The contracting parties will promptly confirm oral agreements in writing.
3. Orders are only binding upon receipt of our order confirmation, which the customer must sign and return (or online via our order confirmation email).
4. The information and illustrations contained in brochures and catalogs are approximate values customary in the industry unless expressly designated as binding by us.
5. We are entitled to reject acceptance of an order from the Partner if it becomes apparent that our payment claim under the Individual Contract would be jeopardized by the Partner's lack of performance upon acceptance of the order. This is particularly the case if and to the extent that the insurance sum provided by our trade credit insurer to secure our claims against the Partner would be exceeded upon acceptance of the order or if our deductible in the event of a claim against the Partner is increased by more than 10 percentage points compared to the deductible at the conclusion of this contract, and the reasons for the increase in the deductible are to the extent in the Partner's sphere. The same applies to any extension of this contract. The same applies, regardless of the regulation in Clause 24, to the fulfillment of an order to which § 321 paragraph 1 sentence 2 and paragraph 2 of the German Civil Code (BGB) apply additionally.
6. Furthermore, we are entitled to terminate the contract without notice if there is an important reason for doing so. An important reason exists, in particular, if it becomes apparent after conclusion of the contract that our payment claims under the contract are endangered by the Partner's lack of performance and the Partner fails to credibly assure its performance capability within a reasonable period despite being requested to do so. Legal rights of

termination and rescission and the rights under Clauses 24 and 34 remain unaffected.

7. Should individual parts of these sales conditions be or become ineffective, this shall not affect the validity of the remaining provisions.

### **Long-term and Call-off Contracts, Price Adjustment**

8. Contracts with no fixed term and contracts with a term of more than 1 year can be terminated with a notice period of 6 months.
9. In the event of long-term contracts (contracts with a term of more than 12 months and contracts with no fixed term) or contracts with a term of more than 1 year, in the event of a significant change in wage, material, or energy costs, each contracting party is entitled to negotiate an appropriate adjustment of the price, taking into account these factors.
10. In the case of call-off delivery contracts, unless otherwise agreed, binding quantities must be notified to us at least 3 weeks before the delivery date by call-off. Additional costs incurred by a delayed call-off or subsequent changes to the call-off regarding time or quantity by our Partner shall be borne by them unless they are not responsible for the delay or subsequent change; our calculation shall be decisive in this regard.

### **Confidentiality**

11. Each contracting party shall use all documents (including samples, models, and data) and knowledge obtained from the business relationship only for the purposes pursued jointly and shall keep them confidential to third parties with the same care as its own corresponding documents and knowledge if the other contracting party designates them as confidential or has an obvious interest in their confidentiality. This obligation shall commence upon the first receipt of the documents or knowledge and shall end 36 months after the end of the business relationship.
12. The obligation does not apply to documents and knowledge that are generally known or were already known to the contracting party upon receipt without being obliged to maintain confidentiality or that are subsequently transmitted by a third party authorized to do so or that are developed by the receiving contracting party without using confidential documents or knowledge of the other contracting party.

### **Drawings and Descriptions**

13. If one contracting party provides the other with drawings or technical documents relating to the goods to be delivered or their manufacture, these shall remain the property of the presenting contracting party.

### **Samples and Production Equipment**

14. The production costs for samples and production equipment (tools, molds, templates, etc.) will be invoiced separately from the goods to be delivered unless otherwise agreed. This also applies to production equipment that must be replaced due to wear and tear.
15. The costs of maintenance and proper storage as well as the risk of damage or destruction of the production equipment shall be borne by us.
16. If the partner suspends or terminates cooperation during the production of samples or production equipment, all production costs incurred up to that point shall be borne by them.
17. The production equipment shall remain in our possession until the completion of the delivery contract, even if the Partner has paid for it. After that, the Partner is entitled to demand the production equipment if a mutually agreed upon time for its return has been reached and the Partner has fulfilled their contractual or business obligations as well as any outstanding payments in full.
18. We shall store the production equipment free of charge for one year after the last delivery to our Partner. After that, we shall request our Partner in writing to express their intention for further use within 6 weeks. Our obligation to store ends if there is no response within these 6 weeks or if no new order is placed.
19. Customer-specific production equipment may only be used for deliveries to third parties with the prior written consent of our Partner.

### **Prices**

20. Our prices are quoted in euros excluding VAT, special packaging, freight, postage, and insurance.

### **Payment Terms**

21. All invoices are due for payment within 10 days from the invoice date.
22. If we have delivered partially defective goods, our Partner is still obliged to pay for the non-defective part. Otherwise, the Partner can make claims for replacement within a reasonable time.

23. In the event of exceeding the credit period, we are entitled to charge interest on arrears at the rate charged by the bank for overdraft facilities, but at least 5 percent per month.
24. In the event of default in payment, we may also suspend performance without reminders of our obligations until receipt of payments.
25. Bills of exchange and checks are only accepted by agreement and only on a provisional basis and on the condition of their discountability. Discount charges shall be calculated from the due date of the invoice amount. We exclude any guarantee for the timely presentation of the bill of exchange and checks and for the collection of bill protests.

### **Delivery**

26. Unless otherwise agreed, we deliver "ex works". The notification of readiness for dispatch or collection by us is decisive for compliance with the delivery date or delivery period.
27. The delivery period begins with the dispatch of our order confirmation and is extended appropriately if the conditions of Clause 52 are met.
28. Partial deliveries are permissible to a reasonable extent. They will be invoiced separately.
29. Within a tolerance of 10 percent of the total order quantity, production-related over or under deliveries are permissible. Accordingly, the total price changes according to its scope.

### **Shipping and Transfer of Risk**

30. Goods ready for dispatch must be accepted by the Partner immediately. Otherwise, we are entitled to either dispatch them at our discretion or to store them at the expense and risk of the Partner.
31. In the absence of special agreements, we choose the means of transport and the route.
32. The risk passes to the Partner upon delivery to the railway, carrier, or freight forwarder, or upon commencement of storage, but at the latest upon leaving the factory or warehouse, even if we have taken over the delivery.

### **Delivery Delay**

33. If we can foresee that the goods cannot be delivered within the delivery period, we will immediately inform the Partner in writing, communicate the reasons for this, and, if possible, specify the expected delivery time.

34. If the delivery is delayed due to a circumstance listed in Clause 52 or due to an act or omission of the Partner, a reasonable extension of the delivery period shall be granted.
35. The Partner is only entitled to withdraw from the Individual Contract if we are responsible for the non-compliance with the delivery deadline and they have unsuccessfully set us a reasonable grace period.

### **Reservation of Title**

36. We reserve ownership of the delivered goods until all claims from the business relationship with the Partner have been fulfilled.
37. The Partner is entitled to resell these goods in the ordinary course of business as long as they timely fulfill their obligations from the business relationship with us. However, they may neither pledge nor transfer the reserved goods for security. They are obliged to secure our rights in the event of the credit-sale of the reserved goods.
38. In the event of breaches of duty by the Partner, in particular in the event of default in payment, we are entitled, after a fruitless expiry of a reasonable period set for performance by the Partner, to withdraw from the Individual Contract and to take back the goods; the statutory provisions on the dispensability of setting a deadline remain unaffected. The Partner is obliged to surrender the goods.
39. The Partner hereby assigns to us all claims and rights arising from the sale or, if applicable, the rental of goods to which we are entitled to ownership rights as security. We hereby accept this assignment.
40. The Partner always processes the reserved goods for us. If the reserved goods are processed with other objects not belonging to us or are inseparably mixed with them, we acquire co-ownership of the new item in proportion to the invoice value of the reserved goods to the other processed or mixed objects at the time of processing or mixing. If our goods are combined or inseparably mixed with other movable objects to form a single item and if the other item is to be regarded as the main item, the Partner transfers to us proportionate co-ownership to the extent that the main item belongs to them. The Partner holds the ownership or co-ownership for us. The same applies mutatis mutandis to the item resulting from processing or connection or mixing.
41. In the event of enforcement measures by third parties against the reserved goods, the claims assigned to us, or other securities, the Partner shall immediately notify us, handing over the necessary documents for intervention. This also applies to impairments of any other kind.

42. If the value of the existing securities exceeds the secured claims overall by more than 20 percent, we are obligated to release securities to the extent requested by the Partner.

### **Material Defects**

43. The quality of the goods is determined exclusively by the agreed technical delivery specifications. If we are to deliver according to drawings, specifications, samples, etc. of our Partner, they bear the risk of suitability for the intended purpose. The condition of the goods in accordance with the contract is decisive at the time of the transfer of risk in accordance with Clause 27.
44. We are not liable for material defects arising from unsuitable or improper use, faulty assembly or commissioning by the Partner or third parties, normal wear and tear, faulty or negligent handling, nor for the consequences of improper and unauthorized changes or repair work carried out by the Partner or third parties. The same applies to defects that only insignificantly reduce the value or suitability of the goods.
45. Claims for material defects expire in 12 months.
46. If acceptance of the goods or initial sample testing has been agreed, complaints about defects that the Partner could have identified with careful acceptance or initial sample testing are excluded.
47. We must be given the opportunity to determine the reported defect. Defective goods must be returned to us immediately upon request; we will bear the transport costs if the complaint is justified. If the Partner fails to comply with these obligations or makes changes to the already complained about goods without our consent, they forfeit any claims for material defects.
48. In the case of justified, timely complaints about defects, we will either rectify the complained about goods or provide flawless replacement at our discretion.
49. If we do not fulfill or not properly fulfill these obligations within a reasonable time, the Partner may set us a final deadline in writing within which we must fulfill our obligations.
50. When reusing the goods delivered by us or by third parties, the goods must be inspected by the user prior to use, as we do not assume liability after the use or installation of the delivered goods.
51. Unless otherwise stated below, other and further claims of the Partner against us are excluded. This applies in particular to claims for damages due to breach of obligations from the contractual relationship and tortious acts. We are therefore not liable for damages that have not occurred to the delivered

goods themselves. In particular, we are not liable for lost profits or other financial losses of the Partner.

52. The limitation of liability also does not apply in cases where liability for personal injury or damage to property to privately used items is incurred due to defects in the delivered goods according to the Product Liability Act. It also does not apply in cases of injury to life, body, or health and in the absence of assured characteristics, if and to the extent that the assurance was intended to secure the Partner against damages that did not occur to the delivered goods themselves.
53. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, legal representatives, and vicarious agents.
54. The statutory provisions on the burden of proof remain unaffected by this.

### **Force Majeure**

55. Force majeure, labor disputes, unrest, governmental measures, failure of deliveries from our suppliers, and other unforeseeable, unavoidable, and serious events release the contracting parties from their obligations for the duration of the disturbance and to the extent of its effect. This also applies if these events occur at a time when the affected contracting party is in default, unless the defaulting party has caused the delay intentionally or with gross negligence. The contracting parties are obliged to provide the necessary information within the reasonable limits and to adjust their obligations to the changed circumstances in good faith.

### **Place of Performance, Jurisdiction, and Applicable Law**

56. Unless otherwise stated in the order confirmation, our place of business is the place of performance.
57. Our place of business is the place of jurisdiction for all legal disputes, including within the scope of a bill of exchange and check lawsuit. We are also entitled to sue at the Partner's place of business.
58. The contractual relationship is governed exclusively by the law of the country of Turkey. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG - "Vienna Sales Convention") is excluded.