

**DÜRR SYSTEMS MAKİNE MÜHENDİSLİK PROJE İTHALAT VE İHRACAT
LİMİTED ŞİRKETİ**

PURCHASE TERMS 2021

Version: February 8, 2021

Article 1-General Explanation and Scope

This Purchase Terms (Hereinafter shall be referred to as “Purchase Terms” or “Agreement”) shall be deemed accepted by both parties for the future purchases between Dürr Systems Dürr Systems Makine Mühendislik Proje İthalat ve İhracat Limited Şirketi (hereinafter “**Dürr Systems**”) and Supplier. Supplier hereby agrees, accepts and undertakes that it knows and shall comply with the Purchase Terms as of the placement of the order.

1. As for the purchases between Dürr Systems and Supplier, Purchase Agreement shall be applicable along with this Purchase Terms. For matters that are not agreed upon under the Purchase Agreement, DÜRR Purchase Terms shall be applied. However, in the event that the provisions of the Purchase Agreement and Purchase Terms contradict each other, provisions of the Purchase Agreement shall prevail. Supplier’s terms and applications contradicting or diverging from the Purchase Agreement and Purchase Terms shall not be valid without the written approval of Dürr Systems. Purchase Agreement and Purchase Terms stipulated hereunder shall also be applicable even if Dürr Systems accepts, without any disclaimer, the goods and/or services of the Supplier, being aware of the fact that the Supplier had contradicting or diverging conditions.

2. Correspondence with the Supplier shall be made by the purchasing department of Dürr System, which places the order. Arrangements with other departments shall only be valid if approved in writing by the purchasing department, which has placed the order.

Article 2-Order and Order Documents

1. If Supplier does not confirm the order in writing within 2 weeks after receipt of the order, Dürr Systems shall have the right to cancel the order.

2. Property rights and copyright of all kind of information and documents shall belong to Dürr Systems, including but not limited to definitions, drawings, calculations, software, which are

covered under the purchase relationship between Dürr Systems and Supplier; such rights cannot be disclosed to and shared with third parties without the prior written consent of Dürr Systems. These rights can only be shared with those required to produce the order received by the Supplier and shall be automatically returned to Dürr Systems promptly after Dürr Systems accepts the completed order or after Dürr System places its request. All such information and documents shall be kept confidential against third parties and provisions of Article 10(3) below shall be applied for these matters.

Article 3-Price and Payment Terms

1. Price written in the Order Form shall be binding on the Parties. Unless otherwise agreed, price includes the shipping costs, costs of delivery of the goods at the place of delivery specified in the order, and packaging costs. Return of the packaging materials shall be subject to another agreement between the Parties.
2. Supplier shall pay all customs costs, taxes, duties relating to the order and other import/export costs etc.
3. Price does not include the compulsory value added tax.
4. It is essential to specify the order no, Dürr Systems tax no and address, Supplier's tax no, Supplier's IBAN no (International Bank Account Number) in the invoice to be issued by the Supplier. If Supplier fails to fulfill such liability, it shall bear all the consequences arising therefrom. However, Supplier shall not be responsible for consequences, which the Supplier proves to not arise from the absence of the order number in the invoice.
5. Dürr Systems is entitled to cease the payments to the Supplier, deduct requests and has the right of retention in order to obtain its requests from the Supplier.
6. Rights and liabilities under this Purchase Terms may not be transferred to third parties by the Supplier or it would not be possible to request the Supplier's payments to be made to third parties.

Article 4-Delivery

1. Supplier is bound by the deadlines and/or dates specified in the order.

2. Supplier shall notify Dürr Systems in writing of the events that would prevent it from making the deliveries within the specified deadlines and/or dates, promptly upon the occurrence of such events or once they come to its knowledge. Making of such notification would not be construed as an extension to such deadlines and/or dates.

3. In the event that the Supplier disobey/miss or has the risk to disobey the deadlines and/or dates specified in the order, Dürr Systems shall, without further notice, be entitled to instruct it to take appropriate measures in order to provide compliance with the schedule with the assistance of third-party companies appointed by Dürr Systems. Incurred costs shall be born by the Supplier. In the event that the Supplier disobeys the deadlines specified in this Purchase Terms; that it has been projected that the delay on the delivery dates would take long; or that the Supplier would not fulfill its liability on time and duly or would not fulfill it at all, Dürr Systems shall have the right to terminate the Agreement, without further notice. All damages to be incurred by Dürr Systems due to the failure to comply with the specified dates (including reflected and indirect damages) shall be born by the Supplier. If for any reason Dürr Systems becomes obliged to make a payment due to the Supplier's violation of its liabilities, Dürr Systems shall have recourse to the Supplier. Supplier hereby irrevocably agrees, declares and undertakes to pay all damages. Termination of the Agreement and/or filing a request for recover of the damages under this Article shall not release the Supplier from its liability to pay penalty. Unless otherwise agreed in writing, the Supplier shall pay Dürr Systems the penalty amount of 0.5% of the contract price for each day it violates/misses the deadlines specified in the order. The total amount of penalty cannot exceed 5% of the contract price. Dürr Systems may request the penalty to be paid to it or deduct the penalty from the payments to be made to the Supplier. The Supplier undertakes that it has reviewed and knows the penalty amount, and does not find it exorbitant, and accepts that the request for penalty payment would not mean contractual performance in any way, and that the Supplier shall not demand the reduction or cancellation of the said penalty amount.

4. Supplier can make early delivery or partial delivery with the prior written approval of Dürr Systems.

5. Supplier shall take out transport insurance and pay the costs related to the insurance.

Article 5-Risk Transfer and Documents

1. Unless otherwise agreed in writing, Supplier shall be liable for any damage or loss to the goods shipped until the receipt and final acceptance of the goods by Dürr Systems.
2. Supplier shall indicate the order number on all shipping documents and delivery notes. If the Supplier fails to comply with this obligation, Dürr Systems shall not be liable for delays in process and payment of the invoices.

Article 6- Quality, Environmental Protection, Management System, and Documents

1. Unless otherwise agreed, the Supplier shall produce the goods and/or services with the latest technology and notify Dürr Systems of all improvement and technical change opportunities. Supplier must notify Dürr Systems at least one week in advance of changes in the production processes or facilities, material or parts of the service or products to be shipped, changes in the manufacturing plant location, quality assurance measures, especially any changes in the control and testing of the ordered material/ manufacturing/service. Dürr Systems shall assess whether the relevant changes would have any adverse effects and shall determine whether an approval would be required, depending on the type and extent of the changes.
2. Supplier shall provide goods and/or services and third party goods and/or services in accordance with environmental regulations, to the extent permitted by commercial and technical facilities. Environmental-friendly performance includes use of environmental-friendly materials and production procedures when designing the product (for example, low emissions, low pollutants, small amounts of waste and designs that facilitate dismantling), including but not limited to use of environmental-friendly and recyclable oils and solutions that conserve resources for the purposes of energy and material consumption, as well as other measures to be taken.
3. Unless otherwise agreed, Supplier shall, when providing goods and/or services, be responsible for the entire delivery chain –for example, development, design, production, packaging, transportation, assembly, operation, cleaning, maintenance, repair and disposal works, and others– to be in compliance with official mandatory regulations, conditions, rules, directives and other official rules, especially those related to quality, environmental protection, industrial safety, transport safety and product safety, applicable in the country of manufacture and the user country to be notified by Dürr Systems.

4. Supplier is obliged to find the updated texts of the official norms specified in Article 6(3) above, know their contents and fulfill their requirements. Changes made in official norms directly or indirectly affecting the goods and/or services must be promptly notified to Dürr Systems.

5. The supplier shall establish, implement and improve an appropriate management system deemed usual in this sector in order to fulfill the conditions specified in articles 6(3) and 6(4) above. The management system shall also cover the goods and/or services delivered by the Supplier's subcontractors. If the Supplier uses a certified management system (for example, certified according to ISO 9001, VDA 6.4, ISO 14001 or equivalent standards and any changes made from time to time), it shall send the relevant certificates to Dürr Systems at the first delivery, at the following deliveries and whenever the certificates are renewed.

6. Supplier shall implement a suitable and documented quality assurance system within the scope of the management system. Supplier shall ensure that this quality assurance system will always have the latest technology. Supplier shall document the quality tests and send the relevant records at the request of Dürr Systems without delay and free of charge.

7. Supplier shall allow Dürr Systems or a designated person to conduct inspection to assess the effectiveness of Dürr Systems' management system. Supplier shall be given notice in good time prior to the inspections.

8. Supplier shall impose the same obligations on its subcontractors and require its subcontractors to fulfill the obligations specified in this Article 6.

Article 7- Initial Examination

1. Dürr Systems shall examine the goods delivered to it in accordance with Article 23 of the Turkish Commercial Code and article 223 of the Turkish Code of Obligations and determine whether the goods are in compliance with the ordered quantity and type, whether they got damaged during the transportation and whether there have visible defects.

2. If Dürr Systems detects a defect during the above-mentioned examination, it shall notify this to the Supplier. If a defect or flaw is detected on the goods later on, it shall also notify this to the Supplier.

3. Notices for defects and flaws shall be sent in two days of the delivery in cases where the goods and/or services have clear defects. However, in case the defect and flaw cannot be

clearly determined, the notice shall be sent upon discovery if discovered after the product has been processed or used.

4. Dürr Systems is under no obligation against the Supplier except the above-mentioned examinations and notices.

Article 8-Defects, Defect Liability, Other Liabilities

1. Supplier undertakes to produce goods and /or services with the latest technology and in compliance with the accepted qualifications/specifications and other rules. Supplier undertakes that all goods and/or services shall be free from defects (including but not limited to design, manufacturing, and material defects), and that they shall be suitable for the specific purpose of the order.

2. In the case of any defect and flaws, Dürr Systems reserves its rights granted by law and has the right to claim one of its optional rights arising from the law. Supplier accepts, declares and undertakes to unconditionally pay any indirect and reflected damages incurred by Dürr Systems.

3. Supplier is responsible for the failures of its representatives and subcontractors same as its own. Such responsibility of the Supplier is strict liability.

4. If there is an imminent danger situation or where immediate action is required, Dürr Systems has the right to correct defects and flaws at the expense of the Supplier.

5. Dürr Systems' right to make requests from the Supplier due to defects and flaws shall be valid for 36 months from the date the purchased item is transferred in compliance with the law. This clause shall not apply where longer validity periods are specified by law; in such a case, longer period shall apply.

6. In other cases, the Supplier assumes the responsibilities specified by law, without any limitation or exception in terms of justification or amount.

7. Dürr Systems' payment would not mean that it accepts that the delivery and/or service is in compliance with the contract or that it is free of defects/flaws.

8. Dürr Systems' acceptance of the technical documents and/or calculations of the Supplier shall not affect the Supplier's liability for defects and flaws.

Article 9-Product Liability, Third-Party Liability Insurance

1. If, for any reason, any third party requests product-liability indemnification or producer-liability indemnification from Dürr Systems and if the Supplier is responsible for the cause of such request, the indemnification shall be paid by the Supplier. In the event that such indemnification is paid by Dürr Systems, it shall have the right to have recourse for cash and single payment. Dürr Systems might, it deems fit, collect this amount from the security deposits or progress payments. If a defective/flawed product, which had been delivered by the Supplier to Dürr Systems, is to be recalled from the market by Dürr Systems under the responsibility of the producer and/or if Dürr Systems needs to provide a service for this, all related expenses shall be borne by the Supplier. Any other rights vested in Dürr Systems by law are reserved.

3. If, for any reason, any third party makes a request to Dürr Systems, the Supplier shall provide comprehensive and timely support to Dürr Systems in the investigation and resolution of the issue.

4. Supplier undertakes to take out and maintain a sufficient Third-Party Liability Insurance / Product-Liability Insurance for at least 10 million Euro per injury / property damage incident; however, claims to be made by Dürr Systems shall not be limited to such insurance amount.

5. If it is discovered that the delivered goods and/or services fail to comply with the relevant safety rules, or if the goods and/or services are discovered to pose a significant danger during use, Dürr Systems shall have the right to terminate the contract. In addition, all damages (including reflected and indirect damages) to be incurred by Dürr Systems due to the Supplier's violation of its obligations stated in this article and regulations shall be covered by the Supplier. If, for any reason, Dürr Systems has to make a payment to judicial/administrative authorities or third parties due to the Supplier's violation of its obligations, it shall have recourse to the Supplier.

Article 10- Retention of Ownership, Materials and Tools, Confidentiality

1. Ownership of the materials and parts provided by Dürr Systems shall belong to Dürr Systems, and they shall be stored in a specific location, and be labeled and managed free of

charge. These materials and parts shall only be used for specified purposes. Processing of such materials and the assembly of such parts shall be made on behalf of Dürr Systems. Dürr Systems shall be the co-owner of the products produced by the Supplier using the materials and parts it supplies, until such products are transferred to Dürr Systems. It is agreed that this co-ownership shall be in proportion to the value of the materials and parts supplied by Dürr Systems and that the said products shall be protected by the Supplier on behalf of Dürr Systems.

2. Ownership of the tools and/or models, software and other related documents or information provided by Dürr Systems shall belong to Dürr Systems. Supplier shall only use such tools, models, documents, information and/or software, which belong to Dürr Systems, to produce goods ordered by Dürr Systems.

3. Supplier shall keep all disclosures, plans, calculations, software and other documents and information received from Dürr Systems with strict confidentiality. These may only be disclosed to third parties with prior written consent from Dürr Systems. This confidentiality obligation shall survive the termination of this Agreement and shall only be cancelled if the production know-how information specified in such descriptions, plans, calculations, software and other documents transforms into public property and to the extent that of such transformation.

Article 11- Risk of Non-Performance of the Agreement

In case Dürr Systems believes that the Supplier would not be able to sustain the business or has failed/would fail to fulfill its liabilities hereunder during the contract period, for any reason including but not limited to the following: If the Supplier causes destruction or loss of any kind of equipment, tools, information and documents and similar items that are possessed by the Supplier but belong to Dürr, by theft and/or like, in a way that constitutes a criminal offense under the Turkish Criminal Code; acts or behaves in a way damaging the reputation and interests of Dürr Systems and/or Dürr Systems' affiliates, partners and officials; becomes bankrupt, dissolved, incapable of paying its debts, is given certificate of insolvency, or to be managed by an appointed trustee, or if it dies; if a strike or lockout starts in its workplace; if its shares are sold; if its financial situation retrogresses, and if it becomes risky for it to fulfill the agreement or if it ceases or temporarily suspends its payments; or if it applies for bankruptcy, or this is resolved by a court judgment or amicable resolution, then Dürr Systems

shall have the right to terminate the unperformed part of the Agreement. If Dürr Systems does not want partial performance, it shall have the right to terminate the entire Agreement.

Article 12- Foreign Commercial Laws, Prohibited Substances, and Supplier's Representations

1. Supplier shall include the following information in its proposals and order confirmations:

(i) A statement indicating whether the good and/or service is subject to export control and (i) whether the good and/or service is registered on the United States Commercial Checklist (U.S. CCL) and the relevant list number (ii) a statement indicating whether the good and/or service is subject to export control in accordance with the relevant European Union Dual-Use Regulation and the relevant list number (iii) a statement indicating the relevant statistical product code number and country of origin of the good and/or service. For goods and/or services to be sent directly or indirectly to Iran as per the instructions of Dürr Systems, Supplier shall notify if such goods and/or services are, under the European Union laws, subject to export controls according to European Union Regulation numbered 961/2010 or other applicable EU regulations, and shall include the relevant list number of the last attachment. Supplier shall declare whether there are any other export restrictions under the commercial laws of Turkey and/or European Union and/or foreign commercial laws. For these declarations, Supplier shall use the "Declaration of Export Restrictions" form, which will be downloaded from the "Export Restrictions" page at <http://www.durr.com/en/company/purchasing.html> address. Dürr Systems reserves it right to terminate the Agreement in case the necessary application for the export permit is rejected.

2. Supplier shall comply with material restrictions arising from the official standards. Supplier shall make sure that the goods and/or services (including packaging), which have been delivered by the Supplier itself or its designated third parties, would not include or excrete substances that are risky and hazardous on the environment or human health, when being used for their intended purpose, in particular when used by Dürr Systems for the purpose notified to the Supplier, and in case of misuse at the place of production or the designated place of use or when being transported to such locations. Uses permitted in the exceptions and substances covered by CMR (carcinogenic, mutagenic, reproductive toxic substances) shall not be used. Deviations from the conditions specified in this article shall only be permitted if they are convincingly explained to Dürr Systems and if it is not possible to replace the relevant substance with a harmless one.

3. Supplier shall provide to Dürr Systems proof of compliance with the law for each good and/or service and information required by law (e.g. safety data sheets, type test certificates, test certificates, expert certificates, other certificates, proof of qualification) usually together with the offer, or together with the order confirmation at the latest. Supplier shall, in each delivery, add such proof documentation as well as all the documents required for the products to be put on market (compliance and/or assembly declarations), and shall label the delivery goods, according to the laws. This clause shall also apply if the scope of goods and/or services is changed, and if such change would affect them during their use at the place of use and in the event of a potential misuse, in terms of goods and/or service restrictions specified in paragraph 12 (2) above.

4. If the substances contained in the goods delivered by the Supplier are subject to one of the regulations below, the Supplier shall be obliged to inform us of the CAS registration numbers given by the Chemical Abstracts Service, proportional weights of homogeneous materials and safety data sheets.

–Regulation on the Registry, Assessment, Approval and Restriction of Chemicals, and specifically substances subject to approval.

–Regulation Changing Some of the Articles of the Regulation on Hazardous Chemicals and changes to such regulation.

– Regulation on the Ozon-Depleting Substances

–Regulation Changing the Regulation on the Control of End-of-Life Vehicle

–Regulation on Waste Electrical and Electronic Equipment

–“Regulation on Waste Batteries and Accumulators” and “Communiqué on the Import Inspection of Batteries and Accumulators”

5. Supplier shall send a supplier declaration, certificate of origin or Certificate of Circulation to Dürr Systems to confirm that the delivered goods comply with the relevant regulations. Supplier shall declare the origin of the goods according to the relevant regulations of the recipient country, which has been notified of the origin of the goods. Supplier shall also indicate the product number and / or order number in the supplier declaration.

6. The payment obligation of Dürr Systems specified in Article 3 shall be valid if it is given all the information and documents stated above in this article.

Article 13- Technical Documents

1. Technical documentation and all required protocols shall be delivered with the main delivery.
2. Unless otherwise agreed, technical documents shall be delivered in a computer-readable format, which is deemed a standard in this sector.
3. Technical documents shall be issued in accordance with the European Union Machinery Directive and generally accepted technology rules.
4. User instructions shall be issued in compliance with the **TS EN IEC/IEEE 82079-1** standard.

Article 14- Usage Rights, Intellectual Property Rights

1. Supplier grants Dürr Systems a non-exclusive, transferable, worldwide and indefinite right to use the delivered products, partially-delivered products and/or performance, and to combine them with other products and to distribute. Supplier undertakes not to use the intellectual property rights so as to object to the use of the delivered goods and/or services.
2. Supplier shall make sure that Dürr Systems' and its clients' purchasing, possessing, offering, using, processing and selling of the delivered goods and/or services shall not violate any third-party intellectual rights, including but not limited to third-party brands, names, patents, utility model patents, design patents, commercial offer rights, design rights and copyrights as well as the applications thereof (hereinafter shall be referred to as "**Intellectual Property Rights**") in the Supplier's country of origin, Republic of Turkey and European Union; this clause shall also applied to the country which the goods and/or services shall be finally sent to and is notified to the Supplier before the signature of the Agreement.
3. If the Supplier violates its liabilities set out in paragraph 14(2) above, it shall, upon the initial request of Dürr Systems, pay Dürr Systems for all claims made by third parties due to the infringement of Intellectual Property Rights, and for all costs incurred therefrom, and all kinds of expenses including but not limited to litigation, legal proceedings and defense, as

well as the costs of fulfillment of the obligations. Time limit for making such an indemnification claim is ten years from the date of full payment.

5. Supplier and Dürr Systems are obliged to promptly notify each other of any known infringement risks of Intellectual Property Rights and alleged infringements of Intellectual Property Rights, and to defend against claims of infringement within the scope of reasonably expected consequences.

Article 15- Software

1. Software shall be delivered in a computer-scanned environment, which they were commercially sold with to Dürr Systems, and together with the user manuals.

2. Software, which has been developed for Dürr Systems, shall be delivered to us together with the source code and producer documents.

3. For the software developed for Dürr Systems, related documentation and all other work results, Supplier shall grant Dürr Systems an irrevocable, exclusive, worldwide and indefinite right to use. Such right shall include the right to re-process, reproduce, modify, extend and the right to grant third parties the right to use it.

4. If the right of use granted to Dürr Systems under paragraph 15(3) above conflicts with third party rights found in third party programs or other products that take place in the delivered goods and/or services, the Supplier and Dürr Systems shall agree on a reasonable arrangement on the scope of the right to use.

5. Supplier shall not have the right to reproduce, process or otherwise use, entirely or partially, results of works produced for Dürr Systems.

6. Supplier shall not have the right to publish, entirely or partially, results of any of the works produced for Dürr Systems.

7. Supplier shall grant Dürr Systems a non-exclusive, transferable, worldwide and indefinite right to use of the software delivered by the Supplier, in order for Dürr Systems to combine, copy, use it with other products and have its affiliates, subsidiaries and distributors use and copy it as defined in Article 195 of the TCC.

8. Supplier shall grant Dürr Systems a non-exclusive, transferable, worldwide and indefinite right to use of the license of the usage right mentioned in 15(3) and (7) above and other usage

rights, in order for Dürr Systems to grant it to its affiliates, subsidiaries and distributors, end user clients and distributors, as defined in Article 195 of the TCC.

9. If it is not legally possible to grant the rights mentioned in paragraphs 15 (3), (7) and (8) above, Supplier shall notify this in writing to Dürr Systems before the signature of the agreement. Supplier shall also explain why it would not be legally possible to grant such rights, in the notification.

10. Supplier undertakes that, as of the date of delivery of software to Dürr Systems, the software does not contain any malware that would or could (i) allow the Supplier or any third party to access Dürr Systems' computers without authorization, (ii) read, write, copy, modify, prevent, damage or delete any software or data on their computers, without authority (iii) do other unauthorized actions on computer systems.

Article 16- Protection of Information

1. Supplier shall process the personal data in compliance with the relevant laws.
2. Dürr Systems shall process and keep Supplier's personal data in compliance with the relevant laws.

Article 17- Jurisdiction, Place of Application, and Applicable Law

1. Kocaeli courts shall have jurisdiction over the disputes arising from this Purchase Terms.
2. Turkish laws are applicable, however in the event that the Turkish codes contradict with codes of private international law and United Nations Convention on Contracts for International Sales of Goods, rules of international law and United Nations Convention on Contracts for International Sales of Goods shall prevail.

Article 18- Miscellaneous

1. Should any of the terms under this Purchase Terms or under the agreement signed with the Supplier becomes invalid; remaining terms shall continue to be valid.