

ASSA ABLOY TERMS OF SALE

1. DEFINITIONS

For the purposes of these Terms:

“Sales Contract”: Has the meaning set out in Clause 2.

“Anti-Corruption Law”: Refers to any law, rule, regulation, or other binding legal requirement relating to bribery or corruption.

“Economic Sanctions and Export Control Laws”: Refers to all laws and regulations applicable to Assa Abloy or the Buyer concerning the import and export of materials and products, including economic sanctions, export controls, regulations, rules, or restrictive measures adopted and enforced by the European Union, the United Kingdom, the United Nations, the United States of America, or any other relevant state or regulatory authority.

“Goods”: Refers to any goods or replacement products, as well as services supplied by the Seller to the Buyer under the Sales Contract.

“Indemnified Parties”: Has the meaning set out in Clause 12 (h).

“Insolvency Event”: Has the meaning set out in Clause 19 (b).

“Listed Persons”: Refers to persons or entities designated under Economic Sanctions and Export Control Laws or owned or controlled by one or more persons or entities so listed.

“Military Use”: Refers to the ultimate use of all or part of the Goods for any military purpose, including final use by any national armed forces (army, navy, air force, or coast guard), national guards, national police organizations, state intelligence or reconnaissance agencies, or for chemical, biological, or nuclear weapons or military equipment.

“Public Official” Means any of the following persons or entities:

- i. Any officer, employee, representative, or agent of any government, or any entity owned or controlled, directly or indirectly, by a government,
- ii. Any political party, party official, or candidate for political office,
- iii. Any individual exercising legislative, executive, or judicial duties, or performing a public function, for or on behalf of any country, public authority, public agency, international public organization, or state-owned enterprise.

“Order Confirmation”: Means the Seller’s order confirmation, to which a copy of these Terms is attached, and which sets out the specific sales conditions applicable to the relevant order agreed by the parties.

“Buyer”: Means the person, company, or entity whose order has been accepted by the Seller.

“Relevant Indemnified Parties”: Has the meaning set out in Clause 11(g).

“Seller”: Means ASSA ABLOY Kilitleme Sistemleri Sanayi Ve Ticaret Limited Şirketi, whose registered office is located at Ortaköy Mah. Dumlupınar Cad. Vhs No: 48 Silivri / İstanbul.

“Value Added Tax (VAT)”:

- a) Any value added tax levied pursuant to Law No. 3065 dated 25.10.1984, the Value Added Tax Law of 1994,
- b) Any tax of a similar nature that replaces or is charged in addition to the tax referred to in paragraph (a) above,
- c) Any other tax of a similar nature applied in any country worldwide comparable to those set out in paragraphs (a) or (b) above.

“Warranty Period”: Has the meaning set out in Clause 8(a).

2. FORMATION OF THE CONTRACT AND THE PARTIES

The order submitted by the Buyer to the Seller constitutes an offer to enter into a contract (offer) under these Terms. The Seller's acceptance occurs, and the contract is formed, upon the Seller sending the Order Confirmation to the Buyer. For the avoidance of doubt, the Seller is under no obligation to accept any order placed by the Buyer. Any differing terms and conditions submitted by the Buyer at any time are expressly excluded under these Terms and shall in no event apply. Except for provisions amended by an express written agreement signed by an authorised signatory acting on behalf of the Seller, these Terms shall be deemed incorporated into all contracts entered into from time to time between the Seller and the Buyer concerning the sale by the Seller of any goods (including the Goods) to the Buyer. All matters set out in the Order Confirmation and in these Terms shall together be referred to as the "Sales Contract." The Sales Contract constitutes the final and entire agreement between the Seller and the Buyer with respect to the Goods and contains all agreements, warranties, conditions, representations, and all other matters agreed and relied upon between the parties concerning the Goods. The provision by the Seller of a quotation form or any document containing a price quotation does not constitute an offer in the legal sense and is not binding.

3. GOODS AND SERVICES

a) The Seller shall be entitled to replace any material or component used in the Goods prior to their supply with an alternative material or component if:

(i) such change does not materially and adversely affect the quality or performance of the relevant Goods; or

(ii) such change is required in order to comply with applicable laws, regulations, and/or other legal requirements.

The Seller shall use reasonable efforts to notify the Buyer in advance of any such change or substitution.

b) The Seller undertakes to the Buyer that it will perform all services supplied under the Sales Contract with reasonable care and skill. The Seller shall use reasonable efforts to perform the services within the estimated date or time frame specified in the Order Confirmation, or within any other time frame notified by the Seller to the Buyer. If, for any reason, the Seller considers that it will be unable to meet the specified delivery date, it shall notify the Buyer without delay and provide a revised estimated delivery date.

4. PRICE

a) Unless otherwise stated herein, the price of the Goods shall be the price set out in the Order Confirmation. Where any changes occur in customs legislation resulting in additional costs payable, or where the anticipated customs charges increase, the Seller shall invoice such additional costs to the Buyer separately.

b) The Buyer shall not be entitled to make any deduction from the price of the Goods by way of set-off or counterclaim unless the validity and amount of such deduction have been expressly accepted and approved in writing by an authorised signatory acting on behalf of the Seller.

c) The price of the Goods includes the packaging and delivery costs specified in the Order Confirmation for ordinary deliveries within the Republic of Türkiye. If the Buyer requests any additional services in this regard (such as air freight), all costs arising from such requests shall be invoiced to the Buyer separately.

d) Subject to Clause 4(c) above, and unless otherwise stated, the price of the Goods excludes insurance costs and any taxes, duties, customs tariffs, and all other charges levied, directly or indirectly, in any country or region in connection with the sale, supply, or payment of the Goods. The price of the Goods excludes Value Added Tax (VAT), and VAT shall be payable separately by the Buyer in accordance with applicable legal regulations.

5. PAYMENT TERMS

a) Unless expressly stated otherwise in the Order Confirmation or in these Terms, payment shall be made within the due date specified in the Order Confirmation and in the currency indicated therein. The invoice

may be issued at any time after the Goods are ready for dispatch or delivery from the Seller's premises. For export orders, payment terms shall be provided on a case-by-case basis and shall be specially agreed in writing. The Seller may choose not to offer deferred payment terms for such orders.

b) The payment period constitutes a material condition of the Sales Contract. In the event that any payment becomes overdue, the Seller shall be entitled to apply statutory interest on the overdue amount, accruing daily from the date of default until the actual date of payment. Interest shall continue to accrue on a daily basis until the outstanding amount is paid in full (and the Seller shall not be required to obtain any court order against the Buyer for such interest to accrue). If payments are not made when due, and/or if the Seller otherwise considers, at its sole discretion, that the financial condition of the Buyer does not justify the continuation of such terms, the Seller reserves the right to suspend subsequent deliveries and/or to cancel any further credit terms.

c) The Seller shall be entitled, at any time and in its sole discretion, to allocate any payment made by the Buyer towards any of the Buyer's outstanding debts, regardless of any contrary allocation claimed by either the Buyer or the Seller. Even if the Seller has accepted an order, the Seller shall have the right to cancel the Sales Contract or to postpone delivery if there are reasonable doubts regarding the Buyer's ability or willingness to make payment. Notwithstanding acceptance of any order, the Seller reserves the right to require payment security before proceeding with or before making partial or full delivery of any order.

6. DELIVERY AND TRANSFER OF RISK

a) Unless expressly stated otherwise in the Order Confirmation, delivery shall be deemed to have occurred - and risk shall pass to the Buyer - at the earliest of the following events:

- i) the Seller delivers the Goods to the Buyer or to the Buyer's representative at the Seller's premises;
- ii) the Goods leave the Seller's premises;
- iii) the eighth (8th) day following the date on which notice is given that the Goods are ready for dispatch (provided that the Seller has not exercised its right to terminate the Sales Contract pursuant to the following sentence). If the Buyer does not take delivery of the Goods within seven (7) days after being notified that they are ready for dispatch, the Sales Contract shall be deemed to have been terminated by the Buyer. Until the Sales Contract is deemed terminated, the Seller may, at its discretion, store the Goods itself or have them stored by third parties. Such storage conditions shall be at the Seller's discretion. All storage and additional transportation costs shall be added to the total price and included in the contract amount. If the Seller elects to terminate the Sales Contract in accordance with this Clause, the Seller shall, without prejudice to its rights and remedies arising from such termination, be entitled to sell the Goods and collect the proceeds thereof.

b) If the Buyer claims any shortage, damage, or additional charges arising from transport, the Buyer must draw up a proper report at the time of delivery and immediately notify the carrier. The Buyer must also notify the Seller of this situation without delay. Any delivery date specified in the Sales Contract or otherwise communicated is not a guarantee but an estimate provided by the Seller. If the Seller considers, for any reason, that it will be unable to meet the specified delivery date, it shall notify the Buyer and provide a revised estimated delivery date. The Buyer shall have no right to reject delivery or to terminate the contract due to delay in delivery.

c) Unless otherwise agreed in writing, each delivery (or partial delivery) shall be deemed to be sold under a separate contract. The Seller's failure to make any delivery (or partial delivery), or any claim by the Buyer in connection therewith, shall not entitle the Buyer to refuse the remaining Goods. The Seller shall have the right to deliver the Goods in instalments, and each instalment shall constitute a separate contract subject to these Terms.

d) Unless otherwise agreed in writing, all export orders shall be delivered in accordance with the Incoterms 2020 rule specified in the Order Confirmation.

e) The Seller shall be liable for loss or damage to the Goods during transport only under the following conditions:

- i. the Seller has agreed that delivery shall take place at a location outside the Seller's premises; and
 - ii. the loss or damage occurred before the Goods reached the designated delivery point; and
 - iii. the loss or damage has been duly recorded at the time of delivery and notified immediately by the Buyer; or
 - iv. if the Goods have been completely lost, the Buyer has notified the Seller within fourteen (14) days from the shipment notice.
- f) The Buyer shall inspect the Goods upon delivery, and (unless such inspection cannot reasonably be carried out and the delivery note does not state "not inspected") subject to Clause 6(g) below, the Goods shall be deemed accepted as delivered.
- g) The Buyer shall notify the Seller in writing of any defects in the Goods as follows: for defects that would be apparent upon reasonable inspection: within two (2) days following delivery; for defects that would not reasonably be apparent upon delivery: within eight (8) days following delivery. Otherwise, the Goods shall be deemed accepted, and the Seller's liability for defective Goods shall cease. For latent defects, provided that they occur within the warranty period applicable to the Goods, the Buyer must notify the Seller within five (5) days from the date on which such defect or non-conformity becomes apparent.
- h) The Seller shall be liable only for defects and non-conformities notified in accordance with Clause 6(g) above and shall remedy such defects within a reasonable period determined by the Seller. However, the Seller shall in no event be liable for any further loss or damage arising from such defects.
- i) The Seller's liability for Goods lost or damaged during transport (which requires the Buyer to detect such condition at delivery and ensure that it is recorded in a formal report) shall be limited, at the Seller's discretion, to: repairing the Goods, or replacing the Goods, or issuing a credit to the Buyer's account in an amount equal to the invoiced value of the Goods.

7. LIABILITY

- (a) Nothing in these Terms shall exclude or limit the Seller's liability in respect of any matter for which it would be unlawful to exclude or limit liability under applicable law. (a) Nothing in these Terms shall exclude or limit the Seller's liability in respect of any matter for which it would be unlawful to exclude or limit liability under applicable law.
- (b) Subject to Clause 7(a), the Seller's total liability to the Buyer in connection with the Goods, whether arising in contract, tort, or any other legal basis, shall be limited to the amount actually paid by the Buyer under the relevant order.
- (c) Subject to Clause 7(a), the Seller's total liability to the Buyer arising from any breach of confidentiality obligations, breach of personal data protection obligations, or infringement of intellectual property rights (whether arising in contract, tort, or any other legal basis) shall be limited to: 100% of the amounts actually paid by the Buyer to the Seller under the Contract during the 12-month period preceding the date on which the relevant breach occurred, or a maximum of EUR 1,000,000 (whichever is lower).
- (d) Excluded Liabilities:
Subject to Clause 7(a), the Seller shall in no circumstances be liable for:
- (i) loss of profit;
 - (ii) loss of revenue;
 - (iii) loss of turnover;
 - (iv) loss of anticipated savings;
 - (v) loss of production;
 - (vi) loss of reputation;
 - (vii) any other economic loss; or
 - (ix) any losses arising out of claims made by any third party against the Buyer (including, in all cases, any direct, indirect, or consequential losses); or
 - (x) any special, indirect, or consequential loss, damage, or expense, however arising or incurred.

(e) Except as expressly provided in these Terms and subject to Clause 7(a), the Seller shall have no liability to the Buyer (whether arising in contract, tort, or any other legal basis) for defects in the Goods, in the materials supplied, or in workmanship performed by the Seller, or for any damage, loss, death, or injury caused by such defects. The Buyer shall indemnify the Seller against all claims relating thereto.

(f) The liability provisions set out in this Clause 7 shall apply to all liability arising under or in connection with these Terms, whether arising in contract, tort (including negligence), misrepresentation, indemnity, statute, or any other legal basis.

8. WARRANTY

(a) The Seller warrants the Goods against defects in design, materials, and workmanship. Unless a longer warranty period has been expressly provided in writing by the Seller, this warranty shall remain valid for a period of two (2) years from the date on which the Seller's invoice is issued (hereinafter the "Warranty Period").

(b) The Seller's liability for defective Goods under this warranty shall be limited to repairing the Goods (or the relevant parts thereof), or, at the Seller's option, replacing them on an exchange basis, or issuing a credit to the Buyer's account in the amount of the invoiced value of the Goods. The Buyer shall be obliged to accept whichever of the above remedies the Seller provides in fulfilment of its obligations under the Sales Contract.

(c) If the Buyer identifies a defect in the Goods during the Warranty Period, the Buyer must notify the Seller in writing within five (5) days from the date on which the Buyer becomes aware of the defect. At the Seller's discretion, the Buyer shall either return the Goods to the Seller (with costs borne by the Seller) or allow the Seller to inspect the Goods at the Buyer's premises. The Buyer shall use its best efforts to provide the Seller with all necessary access, reasonable facilities, and all information, details, and assistance required to determine the nature and cause of the claimed defect and to enable performance of the warranty obligations.

(d) The warranty set out above shall not apply to any defect that could have been detected upon inspection at the time of delivery, or to defects arising wholly or partly from any modification or addition to the Goods carried out by any person other than the Seller, or from use or storage contrary to the Seller's written instructions, or from use of the Goods for purposes other than those for which they were designed, or from faulty installation, maintenance, or repair by the Buyer or any third party.

(e) The Seller shall have no obligation to repair, replace, or remedy any loss, damage, or defect arising after physical delivery of the Goods to the Buyer (or its representative) as a result of normal wear and tear, accident, negligence, improper use, or any of the events described in Clause 13.

(f) In the event that defective Goods are replaced, the terms of this warranty shall apply to the replacement Goods for the remainder of the original Warranty Period or for a period equal to half of the applicable Warranty Period specified in Clause 8(a) (calculated from the date of replacement), whichever is longer.

(g) The Buyer acknowledges that the Seller's liability under Clauses 6, 7, 8, 9, and 13 replaces and excludes all conditions, warranties, or undertakings, whether express or implied, arising from statute, custom, trade usage, or any other source, relating to the quality or fitness of the Goods for any particular purpose. The Buyer acknowledges and agrees that all technical specifications, details, and performance estimates stated in catalogues, quotations, Order Confirmations, similar documents, or provided verbally, are approximate only, do not form part of the Sales Contract, impose no obligation on the Seller, and confer no right of recourse on the Buyer.

9. INSURANCE

The Buyer acknowledges that it is best positioned to assess the scope and nature of the insurance coverage required for its operations and premises, and that it can obtain such appropriate insurance coverage (including coverage for the losses, damages, costs, claims, and expenses referred to in Clauses 7, 8, and 10) more economically than the Seller. Accordingly, the Buyer confirms that it is reasonable for the Seller to sell the Goods subject to the exclusions and indemnity obligations set out in these Terms and to price the Goods on this basis. The Buyer agrees that it shall be responsible for maintaining the appropriate insurance coverage referenced above for its operations and premises, and in this context, it shall obtain the necessary

insurance to cover any loss or damage to facilities, machinery, or other physical assets, arising from any cause whatsoever (including the Seller's negligence). The Seller accepts no liability for any such loss or damage.

10. INDEMNITY – THIRD-PARTY CLAIMS

The Buyer shall indemnify and keep indemnified the Seller against all actions, claims, costs, damages, demands, expenses, or other losses (including all liabilities arising under Law No. 6502 on the Protection of Consumers and related legislation) to the extent caused by, or contributed to by, any act or omission of the Buyer, its employees, agents, subcontractors, or any persons under its control.

11. EXPORT CONTROL AND SANCTIONS

(a) The Buyer represents and undertakes that it shall at all times comply with the Economic Sanctions and Export Control Laws. In this respect:

(i) The Buyer shall not sell or re-export the Goods unless all licences and authorisations required under the Economic Sanctions and Export Control Laws have been duly obtained;

(ii) The Buyer shall not sell, export, or re-export the Goods, directly or indirectly, to the Russian Federation or Belarus, nor supply the Goods for use in the Russian Federation or Belarus (regardless of whether such actions are permitted under the Economic Sanctions and Export Control Laws applicable to the Buyer);

(iii) The Buyer shall use its best efforts to ensure that the purpose of this Clause 11 is not frustrated by third parties further down the commercial chain (including potential resellers);

(iv) The Buyer agrees to:
 (a) incorporate the contractual obligations set out in this Clause 11 into all contracts entered into with third parties further down the commercial chain (including potential resellers); and
 (b) establish and maintain an appropriate monitoring mechanism to identify third-party behaviour (including that of resellers) that could frustrate the purpose of this Clause 11;

(v) The Buyer represents and undertakes that neither it, nor its affiliates, directors, employees, workers, nor—to the Buyer's knowledge—its agents or any other persons acting on its behalf:

(a) are, have been, or will be Listed Persons;

(b) engage or will engage in any commercial transaction or activity that could reasonably result in the Buyer becoming a Listed Person;

(c) directly or indirectly conduct any commercial relationship with a Listed Person, act for their benefit, or act in violation of the Economic Sanctions and Export Control Laws;

(d) have carried out (or will carry out), or attempted to carry out, any transaction with the aim or effect of circumventing, evading, or breaching the Economic Sanctions and Export Control Laws;

(e) are currently, or have previously been, subject to any investigation or inquiry initiated by any governmental or regulatory authority relating to the Economic Sanctions

and Export Control Laws.

(b) The Buyer undertakes that: (a) the representations and undertakings set out in this Clause 11 shall remain true and valid at all times, and (b) in the event any representation or undertaking becomes untrue or invalid, the Buyer shall notify the Seller in writing as soon as possible and in any event within five business days.

(c) The Buyer undertakes that it shall not carry out any transaction for Military Use unless expressly approved by the Seller.

(d) The Buyer shall use its best efforts to cooperate with the Seller to ensure compliance with the Economic Sanctions and Export Control Laws and, upon request, shall provide all documents relating to transactions involving the Goods, including end-user certificates and any other information that may be requested by the Seller.

(e) The Buyer undertakes to maintain complete and accurate records of all transactions performed by, on behalf of, or at the instruction of the Seller under the Sales Contract. The Buyer shall also provide the Seller with all information relating to requests for Goods that may violate or circumvent the Economic Sanctions and Export Control Laws, including (but not limited to) requests from any Listed Person or requests made on their behalf, or any attempt to acquire the Goods in violation of the Economic Sanctions and Export Control Laws.

(f) Notwithstanding any provision of the Sales Contract to the contrary, the Seller shall have no obligation to make any payment or take any action if, acting in good faith, it believes that such payment or action would constitute a breach of, contribute to a breach of, or amount to an evasion of any Economic Sanctions and Export Control Law.

(g) The Buyer undertakes to indemnify and hold harmless the Seller and its affiliates, directors, officers, employees, advisors, partners, and shareholders (together, the “Relevant Indemnified Parties”) against any and all third-party claims, losses, and liabilities. Such indemnity shall include reasonable legal fees, costs, and expenses incurred by or imposed upon any Relevant Indemnified Party, to the extent such claims, losses, liabilities, costs, or expenses arise from, relate to, or result from:

- (a) any breach of a representation or warranty set out in Clause 11;
- (b) any breach by the Buyer of the undertakings set out in Clauses 11(a) through 11(f);
- (c) any claim, action, investigation, or legal proceeding, whether in contract, tort, or any other legal basis, arising out of the matters referred to above.

12. ANTI-CORRUPTION

(a) The Buyer represents and warrants to the Seller that:

(i) The Buyer, its affiliates and any of their directors, officers, employees, representatives, or shareholders: (I) have not, for the purpose of obtaining business, retaining business, directing business improperly, or securing any improper advantage, directly, indirectly, or through any third party, offered, authorised, promised, or provided any payment, gift, or anything of value to any person, for the use or benefit of any other person; (II) have not made any unlawful bribe, kickback, payment, facilitation payment, or inducement, or engaged in any other act that would constitute a violation of any Anti-Corruption Law to which they are subject.

(ii) The Buyer has implemented all policies and procedures necessary to ensure ongoing compliance with any applicable Anti-Corruption Law, and maintains such policies and procedures to a standard reasonably ensuring such continued compliance.

(iii) The Buyer and its affiliates have not, within the last five (5) years, received any written notice alleging that they have violated, or may have violated, any Anti-Corruption Law, nor have they been, to the Buyer’s knowledge, subject to any investigation or inquiry by any governmental authority in connection with any Anti-Corruption Law. To the Buyer’s knowledge, no such investigation or inquiry is ongoing or poses a threat.

(iv) No Public Official holds, directly or indirectly, any shares, partnership interests, ownership rights, or other equity interests in the Buyer or its affiliates; nor does any Public Official act as a director, officer, employee, contractor, or representative of the Buyer. No Public Official currently has, or will in the future have, any right or entitlement to any payment or item of value provided by the Seller to the Buyer.

(b) The Buyer undertakes that: (i) the representations and warranties set out in Clause 12(a) shall remain true and accurate at all times; and (ii) if any such representation or warranty becomes untrue or inaccurate, the Buyer shall notify the Seller in writing as soon as possible and in any event within five business days.

(c) The Buyer agrees and undertakes to maintain full and accurate records of all transactions carried out by the Buyer, on behalf of the Buyer, or at the Buyer’s instruction under these Terms.

(d) Notwithstanding any provision of these Terms to the contrary, the Seller shall have no obligation to make any payment or take any action under these Terms if it acts in good faith and believes that such payment or action would constitute, contribute to, or amount to a violation of any Anti-Corruption Law. The Seller shall not be liable for any claim, loss, or damage suffered by the Buyer as a result of the Seller’s exercise of its rights under this paragraph.

(e) With respect to the Buyer's compliance with these Terms and with Clauses 12(b), (c), and (d), the Buyer agrees to respond in reasonable detail to all written or oral enquiries from the Seller and to facilitate interviews with its employees at reasonable times determined by the Seller. The Buyer agrees that the Seller, and any independent auditors appointed by the Seller, shall have the right to inspect and audit the Buyer's books, records, accounts, and internal accounting controls, and the Buyer shall provide all analyses and reports relating to such inspection or audit as reasonably requested by the Seller. The Buyer shall use all reasonable efforts to cooperate with any such inspection. At the Buyer's request, the Seller shall appoint an independent third party to carry out the audit.

(f) The Buyer shall, at least once per calendar year, provide the Seller with a certificate issued by a senior corporate officer of the Buyer attesting to the Buyer's compliance with all applicable Anti-Corruption Laws and the representations and warranties set out in Clause 12(a).

(g) If the Buyer fails to provide any notification required under Clause 12(b), or if the Seller determines, in its sole discretion, that any representation or undertaking set out in Clause 12(a) is untrue or inaccurate at any time, the Seller shall have the right, upon written notice to the Buyer, to terminate the Sales Contract with immediate effect. In such event, the Sales Contract and all rights and obligations arising under it shall terminate immediately. However, the Buyer shall remain liable to the Seller for all obligations arising from its breach of these Terms.

(h) The Buyer undertakes to indemnify and hold harmless the Seller and its affiliates, directors, officers, employees, advisors, representatives, and shareholders (together, the "Indemnified Parties") from and against all third-party claims, losses, and liabilities. Such indemnity shall include reasonable legal fees, costs, and expenses incurred by or imposed upon any Indemnified Party, to the extent arising out of, relating to, or resulting from: (i) any representation or warranty in Clause 12(a) being untrue or inaccurate when made; (ii) any breach by the Buyer of Clauses 12(b), (c), (d), or (e); or (iii) any claim, action, investigation, or legal proceeding, whether in contract, tort, or any other legal basis, relating to the matters referred to above.

13. FORCE MAJEURE AND EVENTS BEYOND THE SELLER'S CONTROL

(a) The Seller shall not be liable in any way for any failure, hindrance, impairment, and/or delay in the performance of its obligations under the Sales Contract arising from any force majeure event or any event beyond the Seller's control, including but not limited to:

(i) Compliance with any order, regulation, demand, or control of any national or local authority, governmental body, or other competent authority of any country, whether or not such order or requirement is legally enforceable;

(ii) Delays or cancellations in deliveries or services performed by third parties, or shortages in the supply of Goods, materials, or components;

(iii) Strikes, lockouts, or industrial disputes involving the Seller's employees or other workers, fire, explosion, epidemics or pandemics, accident, catastrophe, civil unrest, natural disasters, national emergencies, or other force majeure events;

(iv) Partial or complete interruption of energy or power supplies.

(b) The Seller shall use all reasonable efforts to overcome the difficulties arising from such circumstances. However, in the event of shortages of Goods or shortages of resources required for the manufacture, storage, or delivery of such Goods caused by any of the events or circumstances described in Clause 13(a), the Seller reserves the right to allocate its available Goods and resources among its customers with contractual commitments as it deems appropriate, and shall not be obliged to purchase goods from third parties to remedy such shortages.

(c) If the force majeure event lasts for more than three (3) months, either party may terminate the Contract without incurring any further liability to the other party, provided that: (i) the Seller shall refund to the Buyer any advance payments received in respect of undelivered Goods; and (ii) in cases where the force majeure event has been notified by the Buyer to the Seller, the Buyer shall have paid the Seller for all or part of the order fulfilled by the Seller up to the date of such notification.

14. PATENT RIGHTS

The Buyer shall promptly notify the Seller of any threatened claim alleging any patent infringement or other third-party rights relating to or arising from the Goods, and shall, if requested by the Seller, take all reasonable steps—at the Seller’s expense—to enable the Seller to defend against any such claim.

15. CONFIDENTIAL INFORMATION

(a) The Buyer shall keep strictly confidential all drawings, procedures, instructions, documents, and any information whatsoever provided to it by the Seller (except where such information is publicly available). The Buyer shall not, without the Seller’s prior written consent, disclose, transfer, or use such documents or information (or any part or copy thereof) for any purpose other than in connection with the Goods.

(b) Within ten days following the expiry or termination of the Sales Contract, the Buyer shall:
 (i) upon request, return to the Seller all confidential information belonging to the Seller in its possession or custody (including all copies and extracts); and
 (ii) cease using any of the Seller’s confidential information.

(c) The parties may retain the other party’s confidential information as required to comply with any applicable law, or as required for insurance, accounting, or tax purposes.

16. PROTECTION OF PERSONAL DATA

16.1 The Buyer accepts, represents, and undertakes that, in performing its obligations under the Contract, it shall fully comply with all legal, administrative, and technical obligations to which it is subject under Law No. 6698 on the Protection of Personal Data (“Law”) and the relevant secondary legislation, and that it shall refrain from any act that may prevent the Seller from fulfilling its obligations under the said legislation.

16.2 Article 4 of the Law titled “General Principles” shall apply, and the Buyer accepts, represents, and undertakes that all personal data processing activities are and will be carried out in accordance with the general principles set out in Article 4, and that such processing shall at all times be lawful, conducted in good faith, and be relevant, limited, and proportionate to the purpose for which the data is processed.

16.3 The Buyer accepts, represents, and undertakes that its current personal data processing practices comply with the Law and the relevant secondary legislation. In cases where the Buyer is required to transfer personal data to the Seller, the Buyer undertakes that it shall fulfil its obligation to inform the relevant data subjects in advance, obtain their explicit consent where necessary, and acknowledges that it shall bear sole responsibility for any consequences and liabilities arising from its failure to fulfil such obligations.

16.4 With respect to the personal data that may be transferred to the Seller for the purpose of performing the Contract, the Buyer accepts, represents, and undertakes that it shall implement all necessary administrative and technical measures for the protection of such personal data, that it shall not use any personal data transferred to it for purposes other than the provision of the services contemplated under the Contract, and that it shall not share such personal data with any third party, whether domestically or abroad.

16.5 The Buyer accepts, represents, and undertakes that it shall be liable to the Seller, in proportion to its fault, for any legal, administrative, or criminal sanctions arising from its breach, improper performance, or non-performance of its obligations under this Clause or under the Law and the relevant secondary legislation.

18. HEALTH AND SAFETY

The Buyer agrees to give due consideration to all information and recommendations provided to it by the Seller regarding the use of the Goods from time to time. Upon the Seller’s request, the Buyer shall provide the Seller, prior to making the Goods available for use, with a written undertaking confirming that the measures specified by the Seller—intended to ensure that the Goods do not pose any safety or health risks during use—have been implemented.

19. TERMINATION, CANCELLATION AND AMENDMENT OF THE CONTRACT

(a) The Seller may terminate the Sales Contract with immediate effect and without any obligation to pay compensation by giving written notice to the Buyer if:

- i) the Buyer breaches any of its obligations under the Sales Contract and such breach is incapable of remedy; or
- ii) the Buyer breaches any of its obligations under the Sales Contract, and although such breach is capable of remedy, the Buyer fails to remedy the breach within thirty (30) days following the Seller's written notice specifying the breach and requiring its remedy.

(b) If any of the following events occur in respect of the Buyer - each of which shall constitute an Insolvency Event - the Seller may terminate the Sales Contract with immediate effect by giving written notice to the Buyer:

- i) The Buyer convenes a meeting of its creditors or enters into any composition (concordat) or arrangement for the settlement of its debts;
- ii) The Buyer becomes bankrupt, appears to be unable to pay its debts, or there is no reasonable prospect of the Buyer being able to pay its debts;
- iii) The Buyer declares bankruptcy, resolves to go into liquidation, or puts forward a proposal to do so (excluding a bona fide restructuring or merger of a solvent company);
- iv) A court orders the liquidation of the Buyer or a notice is filed with the trade registry for the Buyer's dissolution;
- v) any liquidation proceedings are initiated against the Buyer, or a petition for the appointment of a trustee is filed with any court, or a concordat decision is granted (including an application for temporary respite or a petition in bankruptcy);
- vi) A receiver, administrator, trustee, or similar officer is appointed over any of the Buyer's assets or business, or the Buyer goes into voluntary liquidation (other than for the purpose of a bona fide restructuring or merger of a solvent company);
- vii) The Buyer enters into or becomes subject to any voluntary arrangement, enters into any debt compromise with its creditors, seeks protection from creditors through a court, prepares or implements any arrangement plan (other than exclusively for the genuine restructuring or merger of its assets).

In the event of an Insolvency Event, the Buyer shall notify the Seller in writing immediately and without any obligation on the part of the Seller to pay compensation.

(c) Any cancellation or amendment to the Sales Contract shall be binding only if approved in writing by an authorised signatory acting on behalf of the Seller. All costs and expenses incurred by the Seller prior to such cancellation or amendment, and all loss of profit and other losses arising from such cancellation or amendment, shall be immediately compensated by the Buyer. The Seller may terminate the Sales Contract if the ability of either party to perform its obligations is materially affected due to restrictions under the Economic Sanctions and Export Control Laws, or if the Buyer has misrepresented or failed to properly disclose any material fact to be provided to the Seller, or if the Buyer fails to provide any document, certificate, or information requested by the Seller, including the intended end-use/end-user or destination of the Goods. The Seller shall not be liable for any claim, loss, or damage suffered by the Buyer arising from the Seller's exercise of its right to terminate the Sales Contract in connection with the Economic Sanctions and Export Control Laws.

20. NON-ASSIGNMENT

The Buyer may not assign or otherwise transfer all or any of its rights, interests, or obligations under the Sales Contract without the prior written consent of the Seller.

21. WAIVER

Any waiver by the Seller of any of its rights under the Sales Contract shall only be valid if given in writing and signed by an authorised signatory on behalf of the Seller. Any such waiver shall apply only to the specific circumstances for which it is given and shall not affect the Seller's right to exercise its rights in respect of any recurrence of similar circumstances or in respect of any other circumstances.

22. DESIGN CHANGES

The Seller shall be entitled to make changes or modifications to the design or external appearance of the Goods compared with those published in the Seller's catalogues, and may exercise this right provided that the Buyer is given reasonable prior notice of any such change or modification.

23. APPLICABLE LAW AND JURISDICTION

The formation, interpretation, and performance of the Sales Contract shall be governed by and construed in accordance with the laws of Türkiye. For all disputes arising out of or in connection with the performance of the Sales Contract, the Istanbul Central Courts and Enforcement Offices shall have jurisdiction.

25. INTERPRETATION

- (a) The headings in these Terms shall not form part of the Terms and shall not affect their interpretation.
- (b) Each provision of these Terms and each paragraph thereof shall be interpreted as a separate and independent provision. If any provision of these Terms is found to be invalid or unenforceable, or is considered to impose an unreasonable limitation on the Seller's liability, such provision may be modified to the extent necessary to render it valid and effective.
- (c) Any reference to any legislation or legislative provision shall be construed as including any subordinate legislation made under it and as a reference to such legislation and/or subordinate legislation as amended, supplemented, consolidated, re-enacted and/or replaced from time to time.
- (d) The words "including", "including without limitation", "in particular" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding them.

26. NOTICES

Any notice under these Terms, including any notice of termination, shall be in writing and shall be sent by notary public or by registered mail with return receipt requested to the address specified in the Sales Contract or to the parties' registered office addresses. Notices sent by post shall be deemed to have been duly received on the second (2nd) business day following the date of posting. Notices sent by post shall be deemed to have been duly received on the second (2nd) business day following the date of posting. The Buyer shall be obliged to notify the Seller promptly of any change in its postal address or e-mail address; failing such notification, any notice sent to the previously notified postal address or e-mail address shall be deemed to have been validly given.