

**ASSA ABLOY**  
**GENERAL TERMS AND CONDITIONS OF SUPPLY**

## **1. INTRODUCTION**

- (a)** These General Terms and Conditions (the "Terms") shall apply to all agreements relating to the delivery of goods to VHS Plastik Metal Sanayi Ve Ticaret Anonim Şirketi (the "Buyer"), unless otherwise expressly agreed in writing between the Parties.
- (b)** Capitalized terms used but not defined herein shall have the meanings ascribed to them in the relevant provisions of the Purchase Agreement.

## **2. DELIVERY AND TRANSFER OF TITLE**

- (a)** Unless otherwise specified in the relevant Order, the Supplier shall deliver the Products in accordance with the applicable **Incoterms® 2020** delivery term agreed in writing between the Parties (the "Delivery Terms"). Time shall be of the essence with respect to each Order.
- (b)** Title to, and the risk of loss or damage of, the Products shall pass to the Buyer in accordance with the Delivery Terms. The Products shall be properly packaged in accordance with the Buyer's instructions.
- (c)** In the event that the Supplier fails to comply with the approved delivery date, the Buyer may, at its sole discretion and without prejudice to any other remedies available to it:
  - (i) require the Supplier to expedite delivery at no additional cost to the Buyer; and/or
  - (ii) cancel the undelivered portion of the relevant Order without any charge; and/or
  - (iii) terminate this Purchase Agreement in accordance with Clause 15(b)(iii) of the Agreement.

In addition, the Supplier shall be liable to pay liquidated damages in the amount of 1% of the Order value for each day of delay, capped at a maximum of 50% of the Order value in total. Such liquidated damages may, upon the Buyer's request or at the Buyer's discretion, be set off against subsequent invoices issued by the Supplier and shall not limit the Buyer's right to pursue any other claims or remedies.

## **3. FORECASTS**

- (a)** Within the period specified in this Purchase Agreement, the Buyer may provide the Supplier with order forecasts indicating the Buyer's anticipated requirements for the Products (the "Order Forecasts"). The Supplier shall use its best efforts to maintain sufficient production capacity and inventory in order to meet the requirements set forth in the Order Forecasts.
- (b)** The Order Forecasts shall not be binding on the Buyer and shall not impose any obligation on the Buyer to place an Order for any Product or to purchase any specific quantity of the Products, or any parts or materials used in the manufacture of the Products. Furthermore, the Order Forecasts shall not give rise to any liability or obligation on the part of the Buyer due to costs incurred by the Supplier, including but not limited to inventory holding costs.

## **4. PURCHASE PRICE AND INVOICING**

**(a)** The Buyer shall pay the purchase price specified for each Product in this Purchase Agreement or in the relevant Order Form. Unless otherwise agreed, the purchase price shall be paid in accordance with a correct and complete invoice, in the currency and within the payment term specified in the Purchase Agreement or the Order Form, as of the invoice date. Payment of an invoice shall not constitute acceptance of the Products.

**(b)** The Supplier shall issue the relevant invoices for each shipment, duly dated. All invoices shall reference the applicable Order and shall include all information requested by the Buyer or required under applicable laws and regulations.

**(c)** Unless otherwise agreed in writing, the prices specified in the Order Form shall remain fixed for the period set forth in the written protocol executed by the Parties in this respect (the "Price Fixing Protocol"). For this purpose, the Supplier shall apply an open-book cost calculation method and shall promptly provide the Buyer with any and all information and documentation requested by the Buyer in this regard. In the event of a breach of any terms set forth in the Price Fixing Protocol, the Purchase Agreement, or any of the Order Forms, this Purchase Agreement and any and all agreements, protocols and appendices executed between the Parties may be terminated immediately by the Buyer without compensation.

**(d)** The Supplier and the Buyer shall cooperate to reduce overall costs. The Supplier undertakes to achieve a cost reduction of at least 5% in the Buyer's total annual spend in relation to the Products delivered to the Buyer. Performance with respect to the 5% target shall be monitored by the Supplier and shall be regularly reviewed by the Buyer's category manager and/or site management.

## **5. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

**(a)** Unless otherwise agreed, each Party shall retain ownership of its own intellectual and industrial property rights without transferring any right, title or interest to the other Party, and neither the Supplier nor any third party shall acquire any right, title or interest in or to the intellectual and industrial property rights of any company within the ASSA ABLOY Group.

**(b)** Without prejudice to the foregoing, all intellectual property rights relating to the Products, including but not limited to all drawings, designs, models, calculations, tools and similar items provided by the Buyer or created by the Supplier in connection with this Purchase Agreement, shall be assigned to and shall vest exclusively in the Buyer. The Supplier shall, where necessary, perform all acts and execute all documents required to ensure that the Buyer acquires the rights set forth herein.

**(c)** With respect to Products protected by intellectual property rights owned by the Supplier or its licensors, the Supplier hereby grants to the Buyer a perpetual, worldwide, non-exclusive, irrevocable, fully paid-up and royalty-free license, including the right to grant sublicenses, under all such intellectual property rights, to:

- (i)** use the Products;
- (ii)** integrate the Products into the Buyer's own products;
- (iii)** sell, offer for sale, import and export the Products.

**(d)** Without limiting the general applicability of Clause 5(a) and unless expressly stated otherwise herein, the Supplier agrees that it shall not use the "ASSA ABLOY" trademark or any trademark of

any company within the ASSA ABLOY Group for any purpose without the Buyer's prior written consent.

**(e)** Where the Products contain software (the "**Software**"), the Supplier shall grant to the Buyer a perpetual (or, where applicable law so provides, for the maximum period permitted by applicable law), non-exclusive, royalty-free, worldwide and unrestricted (including as to number of users) license, including but not limited to the rights to permanently or temporarily reproduce or modify the Software to the extent necessary for the following purposes: installation, testing, configuration, commissioning, modification, sale, maintenance, adjustment and repair of the Products. Such license shall be granted in consideration of a fee included in the price of the Products. The Buyer shall be permitted to create a reasonable number of backup copies of the Software.

**(f)** The Supplier shall continue to provide the Software for at least the duration of this Purchase Agreement during which the Supplier has undertaken to supply spare parts for the Products, and shall continue to offer the Software licenses to the Buyer in the same format and version as provided under this Agreement. During the same period, the Supplier shall also provide to the Buyer, free of charge, all updates, including but not limited to any support, maintenance or consultancy services provided free of charge to other customers in relation to the Products. Without prejudice to any rights or remedies of the Buyer, the Buyer may, at its sole discretion, accept or reject any such update offers.

## **6. BUYER'S GOODS, EQUIPMENT AND DESIGNS**

**(a)** All goods, equipment, designs or other assets provided by the Buyer to the Supplier at the Buyer's expense (the "**Buyer Property**") shall remain the property of the Buyer and shall be returned to the Buyer upon the Buyer's request. The Supplier shall not use the Buyer Property for any purpose other than fulfilling its obligations under this Purchase Agreement.

**(b)** At no additional cost to the Buyer, the Supplier shall store, maintain and keep the Buyer Property in good condition, shall improve and/or enhance the relevant Buyer Property where necessary, and shall insure the Buyer Property on commercially reasonable terms for the entire period during which the Buyer Property is under the Supplier's responsibility.

**(c)** The Supplier shall clearly segregate the Buyer Property from its own property, and the Buyer Property shall be clearly marked as the property of the Buyer.

**(d)** The Buyer shall have the right, at any time, to enter or access the Supplier's premises for the purpose of inspecting the Buyer Property or removing it from such premises.

## **7. MANUFACTURING**

**(a)** At no additional cost to the Buyer, the Supplier shall be responsible for: procuring and supplying all raw materials required for the Products; obtaining all permits, approvals and licenses necessary for the manufacture of the Products; providing personnel and workforce of sufficient qualification and capacity to perform its obligations under this Purchase Agreement; implementing and maintaining effective inventory and production control procedures in relation to the Products; and managing any other matters that may be requested by the Buyer from time to time.

**(b)** The Supplier shall not change any process, material, component, packaging or manufacturing location without the Buyer's prior written consent.

## **8. WARRANTIES**

### **8.1 Product Warranty**

**(a)** The Supplier hereby represents and warrants that:

**(i)** it has the full right, power and authority to enter into this Purchase Agreement and to perform its obligations hereunder;

**(ii)** all manufacturing and deliveries are and shall be performed with the highest degree of care, in a timely manner and in a professional and workmanlike manner;

**(iii)** the Products are free and clear of any restrictions, encumbrances or limitations that may affect the ownership or use of the Products under this Purchase Agreement;

**(iv)** all user, installation and maintenance documentation is complete, accurate and sufficient for the use, installation and maintenance of the Products and complies with the requirements set forth in this Purchase Agreement; and

**(v)** the Buyer and any company within the ASSA ABLOY Group shall continue to hold the rights in and to the Products granted or transferred under this Purchase Agreement (or any document or agreement executed pursuant to or in connection with this Purchase Agreement), including following the expiry or termination of this Purchase Agreement or any Order.

**(b)** The Supplier warrants that all Products delivered to the Buyer shall be free from defects in materials and workmanship, shall conform to the agreed technical specifications and shall be free from design defects.

**(c)** The Supplier further warrants that the Products comply with all applicable laws, regulations and standards and do not infringe any intellectual property rights of third parties.

**(d)** The Supplier warrants that the Products are manufactured and delivered in compliance with all applicable laws, regulations and standards.

**(e)** All warranties shall remain valid and enforceable following acceptance and payment by the Buyer, in accordance with Clause 8.2.

### **8.2 Warranty Period and Remedies**

**(a)** The warranties provided by the Supplier shall cover any defect or non-conformity arising or discovered for a period of twenty-four (24) months from the date of delivery of the Products to the Buyer or eighteen (18) months from the date of delivery of the Products to the Buyer's customers, whichever occurs later. For repaired or replaced parts, a new warranty period shall apply as set forth above.

**(b)** In the event that a Product fails to comply with any of the warranties set forth in Clause 8.1,

the Buyer may require the Supplier to immediately remedy the non-conformity or, at the Supplier's cost and risk, replace the relevant Product, or refund the purchase price of the Product.

**(c)** Any amounts recoverable by the Buyer from the Supplier pursuant to Clause 8.2(b) shall be paid upon the Buyer's first demand or, at the Buyer's option, by way of set-off against amounts subsequently invoiced by the Supplier.

**(d)** The remedies set forth in Clause 8.2(b) are cumulative and in addition to any rights or remedies available under applicable law.

**(e)** If the Supplier fails to remedy or replace a defective Product within a reasonable period of time, the Buyer may itself remedy or replace such Product, in which case the Supplier agrees to reimburse the Buyer for all costs incurred in this respect.

### **8.3 Recurring Defects**

If, during the warranty period, defects are reported in more than five percent (5%) of the total Products/Units shipped within any thirty (30)-day period (a "**Recurring Defect**"), the Supplier shall, at its own cost and expense, continuously allocate the necessary resources to identify the root causes of the Recurring Defect and to eliminate such Recurring Defect. In addition, upon the Buyer's written request, the Supplier shall replace or update all Products delivered to the Buyer that potentially contain the same defect and shall bear the Buyer's reasonable commercial costs arising from recalls or other related actions. If replacement Products are not provided or an acceptable plan to resolve the Recurring Defect is not submitted to the Buyer within thirty (30) days following notification (unless an extension is granted at the Buyer's discretion), the Buyer may terminate this Purchase Agreement without any liability. In the event of a Recurring Defect, the Buyer shall also have the right to request a refund or credit for the affected Products (and the Supplier shall provide such refund or credit upon the Buyer's request) and to cancel any specific Order relating to the Products affected by the Recurring Defect.

### **8.4 Spare Parts**

**(a) (a)** During the term of this Purchase Agreement and for a period of at least five (5) years following the expiry or termination thereof, the Supplier shall make available to the Buyer spare parts suitable for all components of each Product. Such spare parts shall be offered to the Buyer at prices equivalent to those offered by the Supplier to its other customers for such spare parts.

**(b)** The Supplier warrants that the spare parts shall be free from defects in design, materials and workmanship. Such warranty shall remain valid for a period of twenty-four (24) months from the date of delivery of the spare parts.

## **9. QUALITY ASSURANCE, AUDIT AND COMPLIANCE WITH LAWS**

**(a)** The Supplier shall obtain and maintain a valid ISO standard certification and/or such other quality systems and procedures as may be agreed between the Parties from time to time, and shall ensure the continuity of such systems and procedures.

**(b)** The Supplier shall comply with the current ASSA ABLOY sustainability programme and related processes.

**(c)** The Supplier shall comply with the ASSA ABLOY Business Partner Code of Conduct and the applicable supplier handbook, as provided to the Supplier by the Buyer upon request and as amended from time to time, and shall ensure that all subcontractors appointed by the Supplier also comply with such policies.

**(d)** For the purpose of monitoring compliance with this Purchase Agreement and the ASSA ABLOY Business Partner Code of Conduct, the Supplier shall permit, or procure the relevant permission for, the Buyer and/or its representatives or authorized officials, upon prior arrangement or otherwise, to access the Supplier's manufacturing facilities and the relevant areas of its own or its subcontractors' manufacturing facilities relating to the Products, as well as the applicable quality assurance systems.

**(e)** All Products shall be manufactured and/or supplied in compliance with:

- (i)** all applicable laws and regulations, including all economic sanctions and export laws, regulations, rules or restrictive measures applicable to the Buyer or the Supplier; and
- (ii)** all import and export restrictions relating to materials and products, licensing rules, and all safety and environmental regulations and provisions adopted and enforced by governmental authorities of the European Union, the United Kingdom, the United Nations or the United States (the "Economic Sanctions and Export Control Laws"). This shall also include, without limitation, agreements between shipping agents and rules and regulations relating to the transport of dangerous goods. Where required, the Products to be delivered shall be marked in accordance with the applicable rules and regulations in the relevant jurisdiction concerning hazardous substances and preparations hazardous to health or the environment. In addition, the Supplier may be expressly required to comply with any other and/or additional standards and regulations specified in the technical specifications.

**(f)** The Supplier represents and warrants that it shall at all times comply with the Economic Sanctions and Export Control Laws, and that neither the Supplier, nor its Affiliates, nor any of their respective directors, officers or employees, nor, to the Supplier's knowledge, any representative or other relevant person acting on behalf of any of the foregoing:

**(i)** is a person or entity owned or controlled by, or otherwise constituting, one or more persons or entities subject to sanctions measures under the Economic Sanctions and Export Control Laws (a "Listed Person");

**(ii)** has entered into or will enter into any business relationship or activity that would cause it to become a Listed Person;

**(iii)** has directly or indirectly entered into any business arrangement with, or carried out any activity for the benefit of, a Listed Person, or engaged in any activity in violation of the Economic Sanctions and Export Control Laws.

**(iv)** has engaged in, or will engage in, any transaction intended to circumvent, evade, avoid or violate, or attempt to violate, the Economic Sanctions and Export Control Laws; or

**(v)** *S* is currently, or has in the past been, subject to any investigation by a regulatory authority under the Economic Sanctions and Export Control Laws, or has violated or been subject to a review thereunder

**(g)** The Supplier shall inform ASSA ABLOY of any Economic Sanctions and Export Control Laws or restrictions that may apply to any Product delivered under this Agreement.

**(h)** The Supplier acknowledges and agrees that the representations and warranties set forth in Clauses 9(f) and 9(g) shall at all times remain true, accurate and valid, and that, should any such representation or warranty cease to be accurate or valid, the Supplier shall notify the Buyer in writing as soon as reasonably practicable and, in any event, within five (5) business days.

**(i)** The Supplier shall cooperate with the Buyer to the best of its ability to facilitate compliance with the Economic Sanctions and Export Control Laws and shall, upon request, provide the Buyer with copies of all documents containing information relating to the delivery of the Products, including, without limitation: applicable product classifications under the Economic Sanctions and Export Control Laws; origin, classification and valuation information under the customs laws of the relevant jurisdictions; information regarding U.S.-origin content in the supplied Products; information relating to material sourcing and sub-suppliers; and other relevant commercial information.

**(j)** The Supplier acknowledges and undertakes to keep complete and accurate records of all transactions carried out by, on behalf of, or at the instruction of the Buyer pursuant to this Agreement. The Supplier shall further be obliged to provide all necessary information in the event of any suspected violation or circumvention of the Economic Sanctions and Export Control Laws in relation to the Products.

**(k)** Notwithstanding any provision of this Agreement to the contrary, if the Buyer, acting in good faith, determines that making a payment or performing any other action under this Agreement may constitute, contribute to, or result in a violation of the Economic Sanctions and Export Control Laws, or may be deemed as circumvention thereof, or that the funds provided may be made available to a Listed Person, the Buyer shall not be obliged to make such payment or perform such action under this Agreement.

**(l)** Where applicable, the Supplier represents and warrants that all Products fully comply with Directive (EU) 2015/863 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (“**RoHS 3**”), the directive amending Annex II to Directive 2011/65/EU (“**RoHS 2**”), or other regulations equivalent to RoHS 3 and RoHS 2 in the relevant jurisdictions that are reasonably acceptable to the Buyer. Any applicable exemptions under such regulations shall be excluded and shall be notified in writing to the Buyer by the Supplier. If the Products fail to comply with the foregoing representations and warranties, the relevant Products may be rejected by the Buyer and returned to the Supplier at the Supplier’s expense. Upon the Buyer’s request, the Supplier shall provide the Buyer with records evidencing the Products’ compliance with RoHS 3 and RoHS 2, together with a declaration of conformity.

**(m)** To the extent that the Products, or any substances contained therein, fall within the scope of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (“**REACH**”), or equivalent regulations in other jurisdictions agreed with the Buyer, the Supplier represents and warrants that the Products and/or the substances used as raw materials for the manufacture of the Products shall comply with the requirements of REACH.

The Supplier further represents that, to the extent required under REACH, all substances contained in the Products shall be duly pre-registered or registered and shall remain registered, such that the Buyer shall at all times qualify as a downstream user under REACH. Where any Product or any substance contained therein requires authorisation under REACH, the Supplier shall ensure that such authorisation is obtained in a timely manner and remains valid. Upon the Buyer's request, the Supplier shall promptly provide written confirmation of the pre-registration, registration or authorisation obtained for the substances contained in the Products sold or to be sold to the Buyer. The Supplier shall be fully responsible for the accuracy and completeness of all information provided in relation to the Products' compliance with REACH. If the Products fail to comply with REACH, the relevant Products may be rejected by the Buyer and returned to the Supplier at the Supplier's expense.

**(n)** The Supplier shall provide the Buyer with all information necessary to ensure compliance with applicable export control laws, including such information as may be required for the re-export of the Products or any software, data or technology supplied in connection therewith. Such information shall include, without limitation: (i) export control classification numbers applicable in the relevant jurisdictions; and (ii) the origin and customs classification codes of the Products. Upon request, the Supplier shall provide the Buyer with declarations of conformity with RoHS 3, RoHS 2 and REACH within ten (10) business days.

**(o)** The Supplier shall notify the Buyer in writing if any Product or any component thereof supplied to the Buyer contains any material defined as a "conflict mineral" under the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act or any similar applicable legislation. Failure to provide such notification shall be deemed a representation by the Supplier that no conflict minerals are used in any Product or Product component.

## **10. PRODUCT LIABILITY**

The Supplier shall be liable for all Products manufactured by it and shall procure and maintain adequate and appropriate insurance policies as specified in Clause 12 below, and shall ensure the continuity of such insurance coverage throughout the term of this Purchase Agreement.

## **11. INDEMNITIES AND LIMITATION OF LIABILITY**

### **11.1 General Indemnity**

Without prejudice to any rights of the Buyer under this Purchase Agreement or applicable law, and subject to the limitations set forth in Clause 11.3, the Supplier shall indemnify, defend and hold harmless the Buyer against any and all costs, expenses, liabilities, losses and damages suffered or incurred by the Buyer arising out of or in connection with any third-party claims resulting from the Supplier's negligence, breach of representations and warranties, or any defect in connection with this Purchase Agreement. Such liability shall include, without limitation, compensation for all costs, expenses, losses or damages incurred by the Buyer in connection with any product recall reasonably carried out by the Buyer as a result of the Supplier's failure to supply the Products in accordance with this Purchase Agreement or in relation to Products deemed defective in any manner.

### **11.2 Intellectual Property Indemnity**

The Supplier shall indemnify, defend and hold harmless the Buyer and, where applicable, any company within the ASSA ABLOY Group, against any and all costs, damages, liabilities, losses and expenses arising directly or indirectly from any legal action, claim or proceeding brought against the Buyer or any ASSA ABLOY Group company alleging that the ownership, use or sale of the Products by the Buyer or any ASSA ABLOY Group company (or their subcontractors or representatives) infringes any intellectual or industrial property rights of a third party.

### **11.3. Limitations**

- (a)** Except for claims arising under Clauses 11.2 and 16, neither Party shall be liable under this Purchase Agreement for any loss of profit or indirect or consequential damages. However, any direct damages and losses suffered by any company within the ASSA ABLOY Group as a result of this Purchase Agreement shall be deemed to constitute direct damages and losses of the Buyer and shall be regarded as recoverable losses claimable by the Buyer.
- (b)** Notwithstanding the foregoing, nothing in this Purchase Agreement shall exclude or limit either Party's liability for gross negligence, fraud, wilful misconduct, death or personal injury. Any breach by the Supplier of applicable data protection laws, including Law No. 6698 on the Protection of Personal Data, shall in all cases be deemed to constitute gross negligence, and the Buyer's right to claim compensation in this respect is expressly reserved.

### **12. INSURANCE**

The Supplier shall procure and maintain commercial general liability insurance covering any damage arising from the use of the Products and Services or from the Supplier's acts or omissions under this Agreement, including, without limitation, bodily injury and death, and any liabilities that may be required by the Buyer, including product liability, product damage and personal injury liability. Such insurance policies shall be issued by insurance companies that are duly licensed and financially sound. In the event of cancellation, non-renewal or any limitation of coverage of the insurance policies, the Supplier shall provide the Buyer with at least thirty (30) days' prior written notice and duly inform the Buyer thereof. Upon the Buyer's request, the Supplier shall provide the Buyer with copies of the relevant insurance policies and insurance certificates evidencing the required coverage limits and guarantees.

### **13. DATA PROTECTION AND CYBER SECURITY**

**(a)** Where the Supplier processes personal data on behalf of the Buyer and/or any company within the ASSA ABLOY Group under this Purchase Agreement, all applicable data protection laws and regulations, including Law No. 6698 on the Protection of Personal Data, shall apply.

**(b)** The Supplier shall establish, maintain and comply with a comprehensive information security, cyber security and data protection programme consistent with best industry standards and ASSA ABLOY Group policies and requirements, designed to protect against and prevent negligence, destruction, loss, unauthorized disclosure, use, access, disabling, misuse or alteration of, or any compromise or misuse of, any ASSA ABLOY Group data, including but not limited to information technology systems and personal data. The Supplier's information security programme shall include business continuity and disaster recovery plans in accordance with best industry standards. The Buyer, its auditors and regulators shall have the right to audit the Supplier's systems used in the supply of the Products in order to fulfil any requirements arising from

applicable laws and regulations. Such audit right shall also apply to all third-party providers used by the Supplier for the supply of the Products.

## **14. FORCE MAJEURE**

**(a)** Neither Party shall be liable to the other Party for any delay in or failure to perform its obligations under this Purchase Agreement to the extent such delay or failure is caused by any event, circumstance or occurrence beyond the reasonable control of the affected Party, which could not reasonably have been prevented or avoided and which materially affects the performance of obligations under this Purchase Agreement, excluding power and energy outages (a "Force Majeure Event").

**(b)** In the event of a Force Majeure Event, provided that the affected Party **(i)** promptly notifies the other Party of the Force Majeure Event and the estimated duration and scope of the disruption to the services, and **(ii)** uses all reasonable efforts to mitigate the effects of the Force Majeure Event, the affected Party's obligations and the time for performance thereof shall be extended, without penalty, for a period proportionate to the duration during which performance is hindered due to the Force Majeure Event.

**(c)** Notwithstanding the foregoing, if the Force Majeure Event continues for more than two (2) weeks, or if the Supplier is unable to deliver on the agreed delivery date, the Buyer shall have the right to cancel the relevant Order and/or any other outstanding Orders affected by the Force Majeure Event. The Supplier shall not be entitled to claim any compensation for any loss or damage arising from such cancellation.

## **15. TERMINATION**

**(a)** This Purchase Agreement may be terminated at any time, in whole or in part, by the Buyer upon thirty (30) days' prior written notice to the Supplier, and by the Supplier upon three (3) months' prior written notice to the Buyer. Unless terminated as set forth below, accepted or pending Orders shall not be affected by such termination.

**(b)** The Buyer shall have the right to immediately terminate this Purchase Agreement (including any Order) and/or any Order, upon the occurrence of any of the following events:

**(i)** the Supplier materially breaches any obligation or undertaking under this Purchase Agreement or any Order, and, if such breach is capable of remedy, fails to remedy such breach within fifteen (15) days following written notice from the Buyer;

**(ii)** the Supplier repeatedly fails to deliver the Products in accordance with the terms and conditions of this Purchase Agreement or any Order;

**(iii)** the Supplier repeatedly fails to comply with its obligations relating to the approved delivery dates;

**(iv)** the Supplier ceases its business operations or a material part thereof;

**(v)** the Supplier files for, or has filed against it, voluntary or involuntary bankruptcy proceedings, is generally unable or fails to pay its debts as they become due, makes or attempts to make a general assignment for the benefit of creditors, applies for or consents to the

appointment of a trustee, receiver or custodian for a substantial portion of its assets, or is declared bankrupt;

**(vi)** the Supplier breaches the ASSA ABLOY Business Partner Code of Conduct and/or Clause 13(b) and/or any applicable data protection laws and regulations, including Law No. 6698 on the Protection of Personal Data;

**(vii)** the Supplier, or any of its shareholders, directors or officers, becomes a Listed Person, or the Supplier violates any applicable sanctions or export control rules, or the ability of either Party to perform any of its obligations under this Purchase Agreement or any Order is materially affected by the application of sanctions or export control rules, or the continued performance of this Purchase Agreement or any Order by either Party would expose such Party to a significant risk of being subject to any sanctions or secondary sanctions; or

**(viii)** a change of control occurs in respect of the Supplier, whereby fifty percent (50%) or more of the Supplier's shares or voting rights are acquired or otherwise controlled by a single person or by a group of persons acting in concert (other than those holding such shares or control as of the date of execution of this Purchase Agreement).

**(c)** The Supplier shall have the right to immediately terminate this Purchase Agreement upon the occurrence of any of the following events:

**(i)** the Buyer materially breaches any of its obligations under this Purchase Agreement and fails to remedy such breach within thirty (30) days following notification by the Supplier; or

**(ii)** the Buyer files for, or has filed against it, voluntary or involuntary bankruptcy proceedings, is generally unable or fails to pay its debts as they become due, makes or attempts to make a general assignment for the benefit of creditors, applies for or consents to the appointment of a trustee, receiver or custodian for a substantial portion of its assets, or is declared bankrupt.

In the event of the occurrence of any of the circumstances set forth in (i) or (ii) above in respect of the Buyer, the Supplier shall also have the right to terminate any affected Order.

## **16. CONFIDENTIALITY**

**(a)** The Parties agree that they shall not disclose each other's Confidential Information nor use such Confidential Information for any purpose other than the performance of their obligations and the exercise of their rights under this Purchase Agreement. For the purposes of this Purchase Agreement, "Confidential Information" means any non-public proprietary information disclosed or to be disclosed by one Party to the other Party, whether in written, oral or any other form, including but not limited to financial, technical, marketing, commercial, legal, manufacturing or other data, which is considered confidential by the disclosing Party and disclosed in connection with this Purchase Agreement.

**(b)** Notwithstanding the foregoing, information shall not be deemed Confidential Information if it can be clearly demonstrated by written evidence that such information:

- (i)** was publicly available at the time of disclosure;
- (ii)** became publicly available after disclosure without any fault or negligence of the receiving Party;
- (iii)** was lawfully known to the receiving Party prior to disclosure without any obligation of confidentiality towards third parties;

- (iv) was lawfully disclosed to the receiving Party by a third party who had the right to disclose such information without any obligation of confidentiality; or
- (v) was independently developed by the receiving Party without use of the Confidential Information.

**(c)** Either Party may disclose Confidential Information to the extent required pursuant to a valid order of a competent court or any other governmental authority having jurisdiction over the Parties under this Purchase Agreement, or as required by applicable laws or binding stock exchange rules, provided that, to the extent legally permissible, such Party has given prior notice to the other Party and has used reasonable efforts to mitigate any damage arising from such disclosure.

**(d)** Each Party shall ensure that any persons to whom it grants access to the other Party's Confidential Information comply with the confidentiality obligations set forth herein. The receiving Party shall be liable for any breach of such confidentiality obligations by such persons.

**(e)** Upon termination of this Purchase Agreement or upon the Buyer's written request, the Supplier shall immediately cease using all documents and data containing Confidential Information and shall return such documents and data to the Buyer or destroy them.

**(f)** The Supplier shall, as soon as reasonably practicable, provide the Buyer with a written certificate confirming that all documents and other property containing Confidential Information have been returned to the Buyer or destroyed and that all actions required pursuant to Clause 16(e) have been duly completed.

**(g)** The obligations set forth in this Clause shall survive indefinitely.

## **17. MISCELLANEOUS**

### **17.1 Assignment**

The Supplier shall not assign this Purchase Agreement or subcontract or transfer any of its obligations hereunder to any third party without the Buyer's prior written consent. The Buyer shall be entitled to assign this Purchase Agreement and/or any Order (to which the Buyer is a party) to any company within the ASSA ABLOY Group.

### **17.2 Subcontractors**

Any subcontracting activities to be carried out by the Supplier in accordance with this Purchase Agreement may only be performed with subcontractors that have been priorly approved in writing by the Buyer. The engagement of any subcontractor shall not relieve the Supplier of any of its obligations or liabilities in respect of the subcontracted works. The Supplier shall remain fully liable for all acts and omissions of its subcontractors as if such acts and omissions were its own.

### **17.3 Public Announcements**

All press releases, public announcements or public relations activities relating to this Purchase Agreement or the transactions contemplated hereby shall be subject to the Buyer's prior approval. However, the Supplier shall not be prevented, following reasonable consultation with the Buyer,

from disclosing information required by applicable laws, rules or regulations (including applicable stock exchange regulations) or pursuant to a valid court order.

#### **17.4 Set-off**

The Buyer shall have the right, at any time, to set off any amount owed by the Supplier to the Buyer against any amount payable by the Buyer to the Supplier.

#### **17.5 Effect of Termination**

The expiration or termination of this Purchase Agreement shall not affect any rights or obligations of the Parties that have accrued up to the date of such expiration or termination.

#### **17.6 Severability**

If any provision of this Purchase Agreement or the Terms is held by any court or other competent authority to be invalid or unenforceable, in whole or in part, the remaining provisions of this Purchase Agreement or the Terms shall remain in full force and effect. The Parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of such provision and the common intention of the Parties.

#### **17.7 Entire Agreement**

This Purchase Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements (whether written or oral) between the Parties relating thereto.

#### **17.8 Amendments**

Any amendments or modifications to this Purchase Agreement shall be made in writing. Such amendments or modifications shall be duly executed and signed by the duly authorized representatives of the Parties.

#### **17.9 Waiver**

Any waiver by either Party of any right under this Purchase Agreement shall be made in writing and duly executed. Any waiver of any right or remedy, whether partial or on a one-time basis, shall not preclude the future exercise of such right or remedy, nor shall it preclude the exercise of any other rights or remedies.

#### **17.10 Notices**

Any notice required or permitted to be given to a Party under this Purchase Agreement shall be in writing and shall be sent to the address specified in this Purchase Agreement or to such other address as the relevant Party may designate in writing for this purpose. Notices may be sent by mail, courier or electronic mail. Notices shall be deemed to have been duly given (i) on the date of delivery if delivered by hand, courier or electronic mail; provided, however, that Saturdays, Sundays and public holidays shall be excluded in all cases.

#### **17.11 Governing Law**

This Purchase Agreement shall be governed by and construed in accordance with the laws of the Republic of Türkiye, without regard to its conflict of laws or choice of law principles.

#### **17.12 Dispute Resolution**

Any disputes arising out of or in connection with the performance or interpretation of this Purchase Agreement shall be subject to the exclusive jurisdiction of the Courts and Enforcement Offices of Istanbul (Anatolian Side).