

## **ANNEX 1:General Conditions for the Supply of Products and Services**

### **I. GENERAL**

The scope, nature and all conditions relating to the goods and services covered by the Offering (hereinafter referred to as the "**Works**") shall be determined exclusively by the written declarations of the two parties and in accordance with the General Conditions for **theSupply of these Products and Services** ("General Conditions"). will be defined.

Flender, provided that it does not cause any damage to the Buyer and does not provide any provision in the specifications that are in agreement, shall not affect the Works, the design, the material and/or the appearance of the Works. It retains the right to do so. The Works shall comply with the laws and regulations, licenses and relevant international technical rules existing on the date of signature of this proposal. otherwise, the Buyer's responsibility shall be responsible for any such transactions and related expenses.

Buyer shall not do the Act to anyone other than Flender; it shall not permit in any way interference by persons who are not responsible.

### **II. PRICES AND PAYMENT TERMS**

Prices will be factory delivery prices (Incoterms 2020), excluding packagings and all taxes, duties or charges payable in accordance with applicable law. Buyer agrees to pay all taxes, duties or charges due and to arrange such fees if Flender is obliged to pay them. In the event that Flender has undertaken maintenance, installation, supervision or other services, Buyer shall bear all mandatory costs in addition to the agreed Contract price, unless otherwise agreed.

If the buyer wishes to request a change, he shall notify this request in the summer and then Flender shall quote a price in the requested place and shall submit a price in accordance with the requested request. Will provide any adjustments to the price prices and other considerations that will need to be made, along with the price offer.

Payments will be made to the bank account or payment center notified by Flender without incurring any charges to Flender.

Buyer may only deduct for claims that have been agreed to in writing by Flender or that have finally been established in a legally binding manner.

Unless otherwise agreed in writing between the parties, invoices shall become immediately due on the invoice date and shall be paid no later than 30 days from the invoice date without any cash discount or other deduction. In the event of a default by Buyer in relation to the agreed payment terms, Buyer shall be obliged to pay late interest and VAT at an excess rate of 3% per month commencing from the 31st day after the invoice date without any reminder.

### **III. DELIVERY TIME AND DELAY**

All responsibility for the transportation and transportation insurance of the Works subject to the contract belongs to the Buyer.

Buyer shall inform Flender of any legally required standards and regulations applicable to the Works at its place of business and/or at its place of business.

Compliance with the specified time for delivery is subject in particular to the timely receipt of all documents, necessary permits and releases relating to the plans provided by the Buyer and the fulfillment by the Buyer of the agreed payment terms and other obligations .

Flender has the right to partial and early delivery in relation to the Works. In the event that the Works cannot be shipped on time for reasons not caused by Flender, the delivery period shall be extended by the delayed period, in the event that the delivery is delayed for more than one week from Flender's notification of the readiness of the shipment, the Works shall be shipped to a warehouse or waiting area; the Goods shall be deemed to have been delivered to Buyer as of the date of shipment and the responsibility for the risk of damage shall be deemed to have been borne by the Buyer. will be passed to. Such Works and the warehouse and transportation costs to be incurred shall be invoiced to the Buyer. This provision shall also apply in the event of delay of partial delivery and early delivery.

Buyer's other rights and remedies arising from any delay other than those specified in this clause shall in particular exclude Buyer's right to claim compensation. In the event that Buyer suspends the provision of the Works in the presence of a valid reason and in any event with Flender's prior written consent, Buyer shall indemnify Flender for all additional costs and expenses incurred in connection with such suspension, and the relevant periods shall be added to the delivery time.

The delivery time may be changed by written agreement of the parties. Any delay not caused by Flender will be automatically added to the delivery time, including if Flender does not receive approval of the Works submitted by Flender to Buyer for approval within 7 (seven) calendar days.

Flender shall notify İşler in the event that a penalty of delay is imposed on the proposal, except for force majeure, reasons not caused by Flender and the agreed extension of the delivery times; The total amount of all penalties that may be imposed under the Works, including penalties for delay , shall in any case be 5% (five percent) of the cost of the Contract. will be able to exercise the rights contained in the article.

### **IV. TRANSFER OF RISK**

The risk shall pass to Buyer as shown below: (i) on the date on which the materials are delivered or deemed to have been delivered, (ii) for the services, on the

# FLENDER

date of completion of the services, regardless of Buyer's acceptance. In the event that the shipment, delivery, assembly commencement or completion, installation or other field services are delayed due to reasons within Buyer's responsibility, or if Buyer refuses to accept delivery for other reasons, the risk of loss shall lapse on the date on which it would have been transferred had it not been for such circumstances. If the Works require a service, update and improvement on the goods owned by the Buyer, these services will be provided provided at the Buyer's risk.

## V. ASSEMBLY AND INSTALLATION

Otherwise, the installation, installation and other field services shall be subject to the provisions laid down in the following:

The Buyer shall provide the following, at his own expense, and at the same time:

- All permits and authorization documents required for the work (in the event that Flender assumes responsibility for the provision of all permits and authorization documents within the scope of the S, Buyer shall, upon request, grant Flender all reasonable authorizations and authorization documents to Flender in order to obtain such permits and authorization documents). deňđ i sađlaacakir.),
- all ground and in şaat i.e ., including the necessary qualified and unqualified workforce, inşaat materials and tools, Flender's scope is to provide other assistance in the world,
- construction scaffolding, equipment and other devices, as well as equipment and materials required for installation, installation and commissioning,
- energy and water in the points of use, including treatment, and lighting,
- suitable working and resting rooms for installation personnel, including suitable, dry and lockable rooms of sufficient size and suitable plumbing in the field for the storage of machine parts, apparatus, materials, tools, etc. (Ayrıca, Receiver, Flender varlıkları and take all measures at the level it can take for the protection of the installation personnel on site,
- protective clothing and protective devices required due to specific conditions in the field,
- Flender and all accident prevention measures necessary to protect Flender and its agents and subcontractors.

The buyer shall, at his own expense, provide all information concerning the locations of the concealed electrical energy, gas and water lines and similar installations and the static and underground conditions of the field at the expense of the installation and installation. will provide all necessary data related to .

The buyer shall, prior to the installation or installation or commencement of other field services, provide all materials and equipment necessary for the operation on site and ensure that there are no interruptions in the

assembly or installation. it will fulfill all pleasure up to a point when it can be carried out. The access roads and the field shall be covered and clean.

In the event that the Buyer, installation, or other field services are delayed for reasons not caused by Flender, the Buyer, in the event that the waiting times and the additional travel expenses that Flender or the service personnel may require, shall be liable in accordance with the principles set forth in the offer.

Buyer shall accept and acknowledge, by Flender's assembly and commissioning personnel, the hours of the operation and the weekly operation for the Flender, and shall immediately write off the completion of the assembly, installation or other field services. I would approve asr.

## VI. ACCEPTANCE

Buyer shall not refuse acceptance of the Works due to minor defects.

Buyer's ,

- on the date of the request by Flender, if Flender fails to fulfil its obligation to make an Acceptance / Declaration of Acceptance pursuant to this Article within 1 (one) week at the latest from the date of the request,
- On the date specified in the work schedule, if the Declaration of Acceptance is not filed within the deadlines specified in the work schedule through no fault of Flender,
- In the event that the Buyer starts to use/make use of all or part of the Works, on the date of the commencement of use of the İşler, or
  - In any case, after 3 (three) months from the date of delivery of the materials

Acceptance shall be deemed to have taken place and the Declaration of Acceptance shall be deemed to have been submitted.

## VII. FORCE MAJEURE

Develops outside the reasonable control of either party; War, hostilities (regardless of whether officially declared or not), invasion, movement of foreign enemies; insurrection, terrorism, revolution, mobilization, insurrection, military force, or usurped power or civil war; movements of civil or military authority, actions of any governmental authority (delay, failure to take a certain action, or involving priorities), or embargo; riots, disturbances, disorder, strikes and lockouts by persons other than Flender personnel, sabotage, blockades; natural disasters such as inclement weather, earthquakes, floods, lightning strikes, storms, typhoons or volcanic activity; fire, epidemics; shortages of vehicles, shortages of gasoline or energy, delay or accident in shipping or transportation, failure or delay beyond reasonable control in obtaining the organization, employees or materials required for manufacturing from ordinary sources or in export licenses; If a Force Majeure Event occurs due to or in the consequence of attacks on Flender IT systems (such as virus attacks, hacker attacks), actions or non-

# FLENDER

performance by a government entity, or extraordinary and not limited to events or circumstances (hereinafter referred to as "Force Majeure"), such as embargoes or other trade sanctions (hereinafter referred to as "Force Majeure"), until the effects of the Force Majeure Event are overcome and to the extent necessary in this context, purgatory shall be deemed not to have breached its obligations under the Convention.

The affected taraf shall notify the other affected taraf in writing of the Force Majeure Event and its affected obligations as soon as possible.

If one or more Force Majeure Events and their effect persist for a total of 90 (ninety) days, any of the purgators may terminate the Agreement provided that the other has given 10 (ten) days' prior written notice of termination in respect of the parts of the Works that have not yet been provided. shall have the right to claim amounts received against the completed work or the work fulfilled by the completed work.

Notwithstanding anything to the contrary in the regulations contained in this article, Force Majeure does not affect the payment obligations of the purveyors to each other under the Agreement.

In the event of a delay in the performance of the Works caused by Force Majeure, the time of delivery or the time of completion of the Works shall be subject to an extension of time to the extent reasonable time necessary to eliminate the effects of such delay and, where possible, a new (or revised) timetable shall be agreed upon by mutual agreement of the Ts.

Buyer is obligated to indemnify Flender's reasonable additional costs and expenses incurred by Flender for the performance of the Agreement due to Force Majeure in the event of events constituting Force Majeure.

## VIII. LIABILITY FOR DEFECTS

If the Buyer fails to notify Flender of a defect that may cause damage to İşler within the warranty period within 2 (two) weeks after the date on which the defect arises and in any case within the warranty period; Flender shall not be liable for any damages which may have been prevented by the time of such notification. Flender shall produce solutions to make the materials suitable for the offer if factory tests show that the materials do not conform to the offer. If the deficiencies are so significant that they affect the effective use and safe use, new tests will be carried out after the solution produced by Flender at the request of the Buyer.

The delivered Works shall be inspected immediately by the Buyer and if, as a result of this inspection, it is determined that a y i b i n n is present in the materials, the material may be restored or repaired by a solution that Flender deems appropriate. It shall not be alleged that Flender delivered the goods late by reason of such a defect or repair.

In the event that Buyer or 3rd parties are harmed (accident, injury, death, disability, etc.) due to any action of Flender, Buyer shall promptly notify Flender in writing of any claims from 3rd parties. Without Flender's consent, Buyer shall not interfere (accept, refuse,

indemnify and hold harm) with respect to such claims. Flender shall have the exclusive right to enter into any legal defense of such claims. The provisions of liability shall also apply to the persons in which the Flender shall operate, as well as to the officers, agents, authorizers and other employees of the Constitution. will be applied

## IX. INTELLECTUAL PROPERTY RIGHTS

Flender's rights and titles in the Works (including software) and in any documents submitted pursuant to this Agreement ("Documents") as well as in respect of all intellectual and industrial property rights in the Works and Documents are reserved.

Intellectual and industrial rights and trademarks, patents, industrial designs, utility models, semiconductor topographies (chips), digital communication, trade names and other names and signs, geographical names and signs, undisclosed information and similar intellectual and industrial properties, material and moral rights and rights of claim arising therefrom It will belong to Flender. In addition, all kinds of rights arising from these rights, including but not limited to the works carried out by Flender within the scope of the Works, ideas and opinions to be communicated in written or oral form, know-how provided or ideas and opinions provided and inventions developed and created as a result of the work carried out jointly with the Buyer depending on them, useful models, know-how, products, works, new ideas and moral rights and rights of claim shall also belong to Flender.

Except where otherwise agreed, all intellectual and industrial property rights ("IPR") in all software, hardware, know-how provided in the Works and Documents or as part thereof shall be the exclusive property of Flender. Except as required by applicable law, Buyer shall not have the right to reverse engineer, disassemble or disassemble the Works or the goods delivered in connection with such Works and/or to transfer, process and/or reproduce (or reproduce) the Works for the purpose of producing the components.

Unless otherwise expressly agreed in writing by Flender, Buyer may use the Documents in their unmodified form and to the extent necessary for the operation and routine maintenance of the materials provided by Buyer's own employees.

If Flender software is included in İşler, this software grants a non-transferable non-exclusive right to use and maintain İşler. To the extent that the specific license terms of the third party licensor apply, Flender will provide these license terms with İşler. Buyer shall comply with such third party license terms.

In the event of a claim that intellectual and/or industrial rights have been violated by third parties in relation to the goods and services provided by Flender, the following rights and powers shall belong exclusively to Flender.

• In the event of any infringement, Flender shall have its sole discretion as to how such infringement will be remedied.

- The buyer is obliged to immediately notify Flender in writing of any request submitted to him or of which he is informed regarding his intellectual/industrial rights. Buyer cannot accept such a claim/claim on its own. In such a case, especially in a legal dispute, Buyer shall offer Flender all assistance and shall act only as Flender has notified in writing.
- Flender shall have exclusive authority to determine and execute the legal defense in the event of such a claim/demand.

## **X. IMPOSSIBILITY OF PERFORMANCE / ADAPTATION OF THE CONTRACT**

Buyer shall be entitled to claim compensation if it is impossible for Flender to supply the Works for reasons for which Flender is responsible. Buyer's claim for compensation shall be limited to 10% (ten percent) of the value of the part of the Works that cannot achieve its intended use due to impossibility. Buyer shall have no additional right, in particular to withdraw from the Agreement or to unilaterally terminate the Agreement or to reduce the fee or to demand an additional fee or compensation.

In the event that unforeseen events materially alter the economic outcome or content of the Convention or cause a material effect on Flender's activities, the Convention shall be adapted accordingly and in good faith. If this is not economically reasonable, Flender shall have the right to terminate the Agreement.

## **XI. SUSPENSION AND RESCISSION**

Flender submits that, in the case of the provisions of the Act of this Word, the right to take the performance of the Works is not in the case of the conditions set forth in the Act I will have the following

- If Buyer fails to make any payment of any amount within 30 days after it becomes due, or
- if Buyer fails to fulfil its obligations for the provision of Works by Flender, or
- If, after the issuance of the Pledge, the Flender Party is required to make a payment, or no security of payment is provided to the Buyer,
- If Flender receives information that Buyer's payment claims have been jeopardized due to the Buyer's lack of ability to pay.

Buyer shall pay Flender all additional amounts incurred as a result of the performance of such Actor receipt by Flender. The buyer shall, at Flender's request, be obliged to return all materials delivered.

To recover materials from the Flender Party, to claim ownership or to have a right of guarantee, or to take away the property through legal rights or processes, or otherwise to protect the Flender Party Unless it is clearly stated, it shall not be construed as the annulment or reinstatement of the Seunuch.

If the Agreement is suspended for more than 90 (ninety) days, Flender may terminate the Agreement.

Flender shall communicate the Works subject to the Agreement and the Contract,

- Unless otherwise provided in the Agreement, if Buyer fails to correct such breach within 30 (thirty) days despite Flender's notification to Buyer that it has not fulfilled an obligation contained in the Agreement,
- In the event that any other contract concluded between Buyer and Flender or its group companies or parent company is terminated due to a breach of a material obligation of Buyer,
- In other cases defined in Sself-agreement,
- In violation of the Compliance with Export Control Regulations clause,
- In the event of the Buyer's bankruptcy, declaration of concordat, inability to pay its debts, significant changes in the partnership structure, appointment of trustees, sending notice of foreclosure against him, initiation of numerous enforcement proceedings against him,

may terminate in whole or in part.

In the event that the Works subject to the Agreement are terminated pursuant to the foregoing, Buyer shall ensure that finalized payments not yet paid to Flender, amounts corresponding to Works completed or partially performed by Flender, that Flender has ordered and received for or is legally obligated to receive for or in connection with the Works. the value of the goods and services, all costs incurred by Flender as a result of termination (including administrative costs, costs and penalties incurred by Flender due to termination of orders and subcontracts), shall be liable to pay the expenses incurred by Flender in the belief that the entire Works will be completed.

Buyer shall enter into the Agreement,

- Flender has irrevocably breached a material obligation under the relevant Agreement and this is so significant as to affect the effective use and security of the Works,
- In the event of Flender's bankruptcy, declaration of concordat, inability to pay its debts, appointment of trustees,

may terminate in whole or in part.

In the event of termination of the relevant order or Agreement pursuant to this subsection, Flender shall be obligated to reimburse any amounts, if any, received from Buyer for any Works it has not performed. In the event that Buyer shall not be liable for a third account of the Work incomplete by reason of termination, the sum of the reasonable expenses that may be documented, such amounts and the penalty for delay paid shall not be subject to any mention of the He has the right to claim 5% (five percent) of the missing Works if the cost of the work is not incomplete. Buyer agrees to make finalized payments to Flender that have not yet been paid; Amounts corresponding to Works completed or partially performed by Flender shall be liable to pay the value of the goods and services that Flender has ordered and received for or is legally obliged to receive for or in connection with the Works. In the event that Buyer terminates this Agreement, excluding the rights of termination for just cause, Buyer shall pay Flender 10% (percent) of the total value of the Contract in addition to the above indemnification liabilities. In the event of termination of the Agreement, all claim rights of the Buyer are limited to the rights and regulations

# FLENDER

defined under this article. Buyer shall only be able to exercise its rights under this Agreement if Flender violates the Agreement.

## XII. ERA

Flender shall not be liable to any affiliate, group company or third party directly or indirectly controlled by Flender, directly or indirectly, any rights or obligations arising out of this Agreement, directly or indirectly. To a company or group company controlled directly or indirectly by the affiliated company or group company in which the company or group company is in the direct or indirect controlled province of the Buyer. may transfer or assign in whole or in part without any approval from . In the event of a third sale or transfer of any part thereof or any part thereof, Flender reserves the right to assign the Agreement or any part thereof to such third party. In such cases, the transfer shall be effective from the date of notification to Buyer regarding the giantin question. In addition, Flender may grant the performance of the Works to subcontractors without the approval of the Buyer.

## XIII. PRIVACY

Each Party shall use the information obtained from the other party only in accordance with the purposes for which the information was provided and shall prevent third parties from accessing such information and shall keep such information confidential in the same manner as its trade secrets. This confidentiality obligation does not apply to information obtained from a generally known third party that can be proven to have been independently developed by the recipient of the information, or that does not carry any non-disclosure obligation to the discloser. Likewise, this obligation will not apply if one of the purgatorys is required to lawfully disclose any of the information they have obtained. This obligation shall survive for 4 (four) years after the expiration of this Agreement . All information disclosed following any termination of this Agreement and all copies thereof shall be returned to the person who provided such information within 3 (three) days of his written request.

The parties agree that any unauthorized disclosure, use or disposal of information will cause irreparable harm, loss of business and substantial damage to the person with information. Therefore, in the event of a breach of this confidentiality provision by any of the purgatory, it shall indemnify all direct damages of the other purgatory, including without limitation, compensation of expenses, expenses and attorneys' fees arising out of such breach.

## XIV. PROTECTION OF PERSONAL DATA

The parties accept and declare that all kinds of information they provide / will give to each other within the scope of this Agreement have been obtained, processed and shared in accordance with the Law on

the Protection of Personal Data No. 6698 and the relevant legislation ("Personal Data Legislation").

The t-araf who accesses and holds the personal data is obliged to take all necessary technical and administrative measures and to carry out conformity audits, not less than the measures taken for its own data, in order to prevent the unlawful processing, transfer and access of these data and to ensure its lawful preservation.

The parties shall use and process personal data only to the extent necessary for the purpose for which they have obtained, and shall authorize their employees to access and process the data; While using these access authorizations, they accept and declare that they will ensure that the employees do not share the passwords / methods they use with anyone and that they will inform their employees within the scope of their obligations in the Personal Data Legislation.

The parties accept, declare and undertake that if the reasons requiring the processing and use of the personal data they have obtained from other documents are eliminated, the legal mandatory periods expire and the other purgatory party requests it; they will immediately delete or destroy or anonymize these data from the documents they are registered in, files, cds, floppy disks, hard disks, electronic media, servers, etc.

The Buyer agrees and declares to meet any request for information and documents to be transmitted by Flender regarding the data subject to this Agreement within 10 (ten) days at the latest following Flender's request. Otherwise, Buyer shall be solely liable for any damages incurred by Flender.

Flender shall disclose the personal data obtained by Flender to its direct and indirect subsidiaries, main partners, shareholders and authorized public institutions and organizations at home and abroad, other persons and organizations for whom sharing is required, local and global business partners that Flender and Flender AG have signed and will sign for the performance of the Agreement , insurance companies, suppliers and contractors / subcontractors within the scope of the principles stipulated by the relevant legislation. transfer.

Flender has the right to use a trusted third party or a company affiliated with Flender to assist in the delivery of the data processing Works.

Flender shall not be liable for data security breaches caused by Buyer's instruction and/or request. In the event of any request/application to Buyer regarding a data security breach from 3rd parties, Buyer shall immediately notify the said application. Flender will only be liable for breaches of data security, provided that its fault and the damage caused by its defect have been confirmed by a court decision. In no event shall Flender be liable for consequential damages.

In the event that the Buyer himself, his employees and/or subcontractors violate the obligations specified in this article; Flender shall be solely liable for any loss or damage incurred by 3rd parties. In addition, Flender shall pay immediately in cash and in advance the amounts owed and/or remaining to pay, together with interest and expenses.

## XV. CYBER SECURITY

Buyer shall take appropriate organizational and technical measures to ensure the confidentiality, reliability, integrity and availability of Buyer Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system that is consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable). "Buyer Operations" means all assets, processes and systems (including information systems), data, personnel and sites used or processed by Buyer from time to time in the performance of this Agreement. If the products or services contain software, hardware software or chipsets:

- Buyer shall implement appropriate standards, processes and methods to prevent, detect, assess and repair any vulnerabilities, harmful code and security incidents that may exist in products and services consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- Buyer shall make patches that remove weak points with respect to the reasonable service life of products and services;
- Buyer shall grant Flender the right to test or have the products tested or tested against harmful code and vulnerabilities at any time and shall support Flender as appropriate;
- Buyer shall appoint Flender a liaison officer (accessible during business hours) relating to information security matters.

In the event that Flender is or is likely to be seriously affected, Buyer shall promptly notify Flender of any relevant information security incidents that have occurred or are suspected, as well as any vulnerabilities noticed in Buyer's Operations, services and products. Buyer shall take appropriate measures to ensure that its subcontractors and suppliers are bound by obligations similar to those contained in this section for a reasonable period of time. At Flender's request, Buyer shall provide written evidence of its compliance with this section, including generally accepted inspection reports (e.g., SSAE-16 SOC 2 Type II).

## XVI. EXPORT CONTROL

Flender's obligation to fulfil this Agreement and any Purchase Orders hereunder is subject to the proviso that the fulfilment is not prevented from any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.

If the Buyer transfers goods including, but not limited to hardware and/or software and/or technology as well as corresponding documentation delivered by Flender ("Goods"), or works and services, regardless of the mode of provision, and/or including all kinds of technical support provided by Flender ("Services") to a third party, the Buyer must comply with all applicable national and international (re-) export control regulations. In any

event of such transfer of Goods and/or Services, Buyer shall comply with the (re-) export control regulations under the applicable national law, the law of the European Union ("EU") and the law of the United States of America ("USA") and any United Nations ("UN") regulations.

For all deliveries by Flender Group entities with registered offices in the European Union and the United Kingdom, all direct or indirect sales, exports, or re-exports of any Flender Goods or Services must comply with EU regulations. This includes but is not limited to Articles 12g and 12ga of Council Regulation No. 833/2014, Article 8g of Council Regulation No. 765/2006, and all other Articles within these Council Regulations, as amended from time to time.

These regulations are principles of this Agreement and any violation of these provisions by the Customer shall entitle Flender to seek appropriate remedies, including, but not limited to the termination of this Agreement and/or liquidated damages of 5 (five) percent of the price of the Goods exported or of the rights or information provided, unless a higher amount is required by EU regulations. The liquidated damages shall serve as the minimum amount of the damage and shall not be interpreted as a penalty. The assertion of further damages shall not be excluded.

The Buyer hereby represents and warrants that the Buyer, its customer and the End-User of the Goods or Services are not listed on any applicable restricted party list, e.g., those of the EU, USA or the UN, and is not under the direct or indirect control of any such party.

Upon request by Flender, the Buyer shall promptly provide Flender with all information pertaining to the End-Customer, the particular destination and the particular intended use of Goods and Services, as well as any export control restrictions existing.

The Buyer shall indemnify and hold harmless Flender from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with the above export control obligations and the Buyer shall compensate Flender for all losses and expenses resulting thereof.

## XVII. DISPUTE RESOLUTION/ APPLICABLE LAW

All disputes arising out of or in connection with the Agreement, including questions regarding the existence, validity or termination of the Agreement, shall ultimately be resolved in the Anatolian Courts of Istanbul. The contract shall be governed by the laws of the Republic of Turkey.

## XVIII. MISCELLANEOUS

Errors, unintentional explanations and contradictions in the Convention shall be dealt with and interpreted in accordance with the spirit of this Convention, within the framework of mutual trust and on the basis of the mutual interests of the two purgatory.

In the event of the legal invalidity of individual articles, the other parts of this Agreement shall remain in full

# FLENDER

force and effect. The foregoing provision shall not apply where compliance with the terms of this Agreement creates any unacceptable distress.

In the event of a conflict between these General Terms and Flender's Offer, the Flender Offer terms shall apply with priority. Matters not included in the Flender Offer

Terms shall be based on the General Conditions. By agreeing on the Flender Offer, these General Conditions shall be accepted.

In the event that the Buyer has its own general conditions and conditions, it shall apply only if it is considered to be the summer of the Flender Party.

**Buyer Company Stamp / Authorized  
Signatures and Date**

**Flender Company Stamp /  
Authorized Signatures**