

### **1. Legally Binding Effect**

Our General Terms of Delivery are part of all our offers and contracts on deliveries and services accomplished by any company of the SICK Group -including Sensörler ve İleri Cihazlar Kontrol A.Ş. ("SICK A.Ş."), (hereinafter referred to as "Supplier"). Deviating supplements and General Terms of Delivery of the Purchaser are deemed binding only if expressly confirmed in writing by the Supplier.

### **2. Offer – Conclusion of Contract – Contents of Contract**

2.1. As far as not expressly marked as binding, offers are non-binding. Binding offers must be accepted by the Purchaser within a reasonable time. Verbal or written orders are considered accepted by placing a written order confirmation or delivery of ordered goods.

2.2 Documents pertaining and attached to the offer, such as illustrations, drawings, technical specifications, and other documents, are subject to the property right and copyright of the Supplier; the Purchaser is not entitled to provide third parties access to the afore-said documents.

### **3. Extent of Delivery and Services**

The extent of delivery and services is subject to the offer of the Supplier and/or the Supplier's written order confirmation. Partial deliveries are permitted, if reasonable to the Purchaser.

### **4. Prices and Payment**

4.1 Price lists and other general pricing specifications are non-binding and are updated by the Supplier regularly.

4.2 Unless stipulated otherwise, prices are in EUR without VAT.

4.3 Due to global delivery issues, delivery is not guaranteed within the time specified in the order. If the delivery is concluded after 30 days or more from the order confirmation, the Supplier shall reasonably decide to increase the prices depending on the additional consumption of the product and/or material subject to the order, customers, or other costs within this period. The buyer may cancel the order by giving written notice within three days of notification of the new price. The buyer is deemed to have accepted in advance that his right to cancel orders that are not cancelled within three days is gone."

The prices quoted are only valid for the relevant order. Fixed price agreements must be agreed in writing.

4.4 For packaging, freight and as far as insurances are expressly desired by the Purchaser, the prices effective at the time of that actual accrual shall apply and be charged separately.

4.5 In case the Supplier is contractually obliged to carry out installation, assembly and/or commissioning, the Purchaser shall bear, in addition to the agreed remuneration for the delivery, the costs for installation, assembly and / or commissioning according to the price list of the Supplier effective at the time of performance as long as nothing to the contrary has been agreed upon.

4.6 Invoices for deliveries shall be paid net within 30 days from the invoice date by direct transfer to the Supplier's bank account.

4.7 Invoices for services shall be paid net without delay by direct transfer to the Supplier's bank account.

4.8 The Purchaser is only entitled to retain payments or to offset counterclaims insofar as such counterclaims are undisputed, ruled with res judicata effect by a court of law or are ready for a decision after pending suit.

### **5. Terms for Deliveries and Services, Delay, Force Majeure**

5.1 The adherence to dates and terms for deliveries and services shall be subject to the timely receipt of all performances and specifications to be provided by the Purchaser, required permissions and releases as well as the timely clarification and permission of plans and the adherence to the agreed terms of payment and other liabilities. If these prerequisites are not fulfilled on time, the terms and dates are adequately extended.

5.2 If delivery periods or dates cannot be met due to force majeure or other disruptions beyond the control of the Supplier, for example, serious health hazards such as epidemics or nuclear radiation, war, terrorist attacks, riots, and other similar occurring threats as well as labor disputes, including at the subcontractors of the Supplier, or governmental acts, such as import and export restrictions, embargoes (including sanctions lists) or disruptions of operations either the deadline for the performance by the Supplier will be extended by the duration of the force majeure event or the Supplier shall have the right to withdraw from the contract in whole or in part without liability for any delay in performance or non-performance of their obligations.5.3 If the Supplier wishes so the Purchaser shall be obliged to declare within reasonable time whether the Purchaser intends to withdraw from the contract due to the Supplier's delay or to insist on delivery.

### **6. Installation or Assembly**

6.1. To the extent that installation, assembly or start-up has been agreed upon, the Purchaser shall pay and provide in due time:

- a) any supplementary works foreign to the branch of trade such as earthing, building, etc. including the required skilled workers and auxiliary staff with the necessary building material and tools;
- b) the needed articles and materials required for assembly, installation and putting into operation, such as woods for setup, wedges, lubricants, fuels, etc.
- c) operating power and water at the place of operation, including the necessary connections, heating and light;
- d) suitably-sized, dry and lockable rooms for stocking machine parts, equipment, materials, tools, etc. as well as appropriate work and recreation rooms with appropriate sanitary equipment for the Supplier's employees at the installation site; further, the Purchaser shall take the same steps he would take in order to protect his employees and belongings in order to protect the Supplier's employees and belongings at the construction site;
- e) protective clothing and protective devices necessary due to special circumstances at the assembly place.

6.2 Before beginning with the works, the Purchaser must provide without request the necessary specifications concerning the location of hidden power, gas, or water pipes, or similar constructions, as well as the required static specifications.

6.3 Before beginning with the installation or assembly, free issue equipment as well as all other items necessary for performance of the works must be on the premises, and any preparatory works must be in such a state that the installation or assembly staff will be able to start their work immediately after arrival and finish it without interruption. Especially the access to installation or assembly site and the site itself must be paved, cleared and freely accessible.

6.4 Should the installation, assembly, or putting into operation be delayed due to circumstances which are not in Supplier's sphere of risk, the Purchaser shall be obliged to bear the costs arising from waiting periods or for the

necessary travels of installation or assembly staff to a reasonable extent.

6.5 Upon the Supplier's request, the Purchaser shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or putting into operation.

6.6 The Supplier is entitled to demand acceptance of delivery after completion. Acceptance will take effect after the Purchaser declares acceptance in writing. The same applies if the Supplier has set a reasonable deadline for acceptance upon completion of the works and the Purchaser has not refused acceptance by reporting at least one major defect by this deadline. Acceptance is also deemed granted if the work has been put into use, if applicable, after an agreed testing period

## 7. Transfer of Risk

7.1 The risk shall pass to the Purchaser with the selection/provision of the delivery item. To the extent the Supplier has assumed installation, assembly or putting into operation the risk shall pass to the Purchaser with the delivery of the delivery item at the installation or assembly site.

7.2 Should the dispatch, installation, assembly or putting into operation of the delivery item be delayed or omitted due to reasons the Purchaser is responsible for, the risk shall pass to the Purchaser from the day on which it would have passed to the Purchaser without any delay being caused.

7.3 The Supplier shall, at the demand and expenses of the Purchaser, insure the shipment against theft, breakage, damage to goods caused by transportation, fire or water or any other insurable risks.

## 8. Claims for Defects

For defects as to quality and title the Supplier shall to the exclusion of further claims - but subject to sec. 10 – warrant as follows:

8.1 Defects as to quality:

8.1.1 In case of any defects as to quality the Purchaser shall give written notice to the Supplier. If it expressly clear that the delivery item at issue is defective on delivery, the Purchaser should notify it to the Supplier in two days. If it is not expressly clear, the Purchaser is obliged to investigate the goods or have them investigated in eight days and notify the defect to the Supplier. . Otherwise, the delivery item is deemed to have been accepted with its defects.

8.1.2 Any parts or services which turn out to be defective as to quality shall upon the Supplier's choice be remedied or redelivered free of charge. The Purchaser shall not be entitled to refuse delivery due to insubstantial defects.

8.1.3 The Purchaser shall grant to the Supplier reasonable time and occasion to perform the necessary remedy and replacement. Only in urgent cases, where operational safety is at risk or to prevent disproportionately large damage, shall the Purchaser be entitled to remedy defects itself or have them remedied by third parties and to demand reimbursement of the accrued costs from the Supplier. The Supplier shall be notified in such cases without delay.

8.1.4 If the supplementary performance is not accomplished in due time, or fails, then the Purchaser shall be entitled to withdraw from the contract. If the defect is insubstantial, the Purchaser shall be only entitled to reduce the contract price. Apart from this, the right of reduction shall be excluded.

8.1.5 Of the costs caused by the remedy or substitute delivery, the Supplier shall bear – provided the complaint is legitimate –the costs of the substitute part including shipment. Furthermore, the Supplier shall bear the costs of disassembly and assembly and of providing the Supplier's

required assemblers and helpers including commuting costs, unless disproportionate charging accrues to the Supplier.

8.1.6 Defects as to quality do not apply to the following cases:

Inappropriate or improper use, incorrect assembly and/or putting into operation through the Purchaser or third parties, wear and tear, incorrect or negligent treatment, improper maintenance, use of inappropriate equipment, electrochemical or electrical influences -unless caused by the Supplier.

8.1.7 If the Purchaser or any third party remedies the defect improperly, then the Supplier shall not be held liable for the consequences caused. The same applies to any changes accomplished on the delivery item without any prior approval by the Supplier.

8.1.8 As for the rest sec. 10 shall apply to claims for damages. Any further claims against the Supplier due to defects as to quality shall be excluded.

82 The warranty period shall be 24 months from delivery or, if an acceptance is legally required, from acceptance.

## 9. Exclusion of Guarantees

9.1 Specifications in catalogues, product descriptions, data sheets, offers, charts or any other documents made on the measure, amount, colour, application, technical data and other feature, in particular on the availability, reading rate, dimension accuracy, etc. refer to the warranted properties of a delivery item, yet do not -unless otherwise provided for expressly- constitute guarantees (guarantees of quality or durability) .

9.2 In case of non-compliance with warranted properties the Purchaser shall be entitled to assert the rights stipulated under sections 8 and 10 against the Supplier.

## 10. Damages

10.1 The Supplier shall be liable for damages – regardless of the legal cause - solely:

- a) in the event of intention,
- b) in the event of gross negligence
- c) in the event of culpable violation of a person/health/life,
- d) in the event that the Supplier has fraudulently concealed a defect,
- e) as far as the Supplier has given an extra guarantee for a specific consistency of the delivered item,
- f) in the event of violation of an essential contractual duty

10.2

10.2. Supplier's liability for damages shall in any event and regardless of the legal cause, except caused by intend or gross fault- be limited to the amount of the order value.

10.4. Insofar as the Supplier's liability is excluded or limited, this shall also apply to the personal liability of the Supplier's Company bodies, employees, representatives and vicarious agents and to the liability of subsidiaries, subcontractors and licensors.

## 11. Rights to Use the Software

The Supplier shall grant to the Purchaser a non-exclusive, not sub-licensable right to use the supplied software and documentation. This right of use shall be unlimited in time and transferrable only in combination with the contract product. This right of use shall apply only to the contractual use. The Purchaser is not entitled to modify, reverse engineer, translate the software or separate any parts thereof. Insofar as the software provided to the Purchaser is subject to third-party rights, the Supplier will not grant to the Purchaser any rights of use exceeding those granted to the Supplier by the third party.

## **12. Retention of Title**

12.1. Title to the delivered goods shall remain with the Supplier until all claims against the Purchaser are satisfied, irrespective of receipt of payment for specific goods.

12.2. The assertion of the retention of title may not be regarded as withdrawal from the contract.

## **13. Export**

13.1. The Purchaser undertakes to comply with all applicable export control and foreign trade regulations of the respective national laws and of the laws of the Federal Republic of Germany, the European Union, and the United States of America. All business transactions are made subject to the reservation that each business transaction, in terms of its content and the natural persons and entities directly or indirectly involved, must be permitted by all of the aforementioned regulations. The Purchaser shall, upon the request of the Supplier, provide immediately to the Supplier all documents deemed by the Supplier to be useful or necessary for obtaining export licenses from authorities or for the export control checks of the Supplier. This includes but is not limited to information about the end user, the final destination and the intended use. The Purchaser should refrain from making binding delivery promises in business transactions that are subject to licensing. Furthermore, the Purchaser undertakes to comply with the internal export control policy of the Supplier. In particular, the Purchaser agrees not to supply, offer for sale or sell for use in weapons and/or weapons systems any of the Suppliers goods (items, software and technology) or goods made available by the Supplier. If the Purchaser violates any of the obligations in this section and/or if a business transaction is prohibited in whole or in part, the Supplier may withdraw from the contract or may terminate the contract for good cause without observing the statutory period of notice. Where business transactions require official export licenses, the Supplier may also defer performance until all required export licenses have been obtained. In all such cases, the Supplier shall not be liable for any claims for damages arising out of delayed performance or non-performance. Claims of the Supplier arising out of violations of obligations by the Purchaser remain unaffected. 13.5 If dates or deadlines cannot be met due to delays caused by export controls, the delivery period shall be extended and the delivery date shall be adjusted accordingly.

## **14. Adjustment, Withdrawal**

14.1 If and when unforeseeable events pursuant to sec. 5.2 modify the economic objective or content of the delivery substantially or have a substantial impact on the business operation of the Supplier, the contract shall be adjusted accordingly subject to the provision stipulated under sec. 5.2. and in good faith. In the event that such adjustment is not economically reasonable, the Supplier shall be entitled to withdraw from the contract.

14.2 The Supplier shall be entitled to withhold its services or to withdraw from the contract in case the Supplier obtains knowledge of any circumstances whereby the Purchaser might become insolvent, or not able to duly fulfill its duty for payment due to other reasons.

## **15. Statute of Limitation**

All claims of the Purchaser – for whatever legal cause – from the delivery or, if applicable, the acceptance of the installed product shall become time-barred upon the expiration of 24 months. The limitation period also applies to claims in tort based on a product defect. The limitation period of 24 months does not apply to the Supplier's for damage caused by breach of guarantee or violation of life, body or health, intent, gross negligence.

## **16. Place of Jurisdiction, Applicable Law**

16.1 The place of jurisdiction for any litigation directly or indirectly arising from this contract shall be the Supplier's place of business. Nevertheless, the Supplier shall also be

entitled to appeal at a court seated at the Purchaser's place of business.

16.2 All legal relations resulting from this contract shall be governed by Turkish law.

## **17. Severability**

Should any of the provisions of this contract be or become invalid or void the validity of the remaining provisions shall remain unaffected thereof. In such case the invalid or void provision shall be interpreted or substituted by such provision which comes closest to the intended economic objective of the invalid or void provision. This shall not apply if adherence to the contract constitutes an unacceptable rigor to either contract party.

## **18. Prohibition of Transfer and Assignment**

Neither party may transfer and/or assign any rights, receivables and obligations that have arisen and/or may arise because of the purchase transaction, to a third party and/or organization without the written consent of the other party. Transfer and assignment transactions made without the written consent of one of the parties will be deemed invalid.

## **19. Privacy**

Each party accepts all kinds of information and documents obtained from the other party because of the purchase or other transactions as confidential information and trade secrets, not to share them with any person, institution, or organization except for legal obligations without the written consent of the other party, and that their employees do not comply with these obligations. accepts, declares, and undertakes in advance that it will ensure that it complies with the same.

The termination of this contract for any reason does not mean the termination of the obligation in this article.

The party that violates the provision of this article is obliged to pay any damages that may arise from the other party.