

## Conditions of Purchase for Services through External Providers

Status: September 24, 2024

These present Conditions of Purchase for Services through External Providers (hereinafter called "**Conditions of Purchase**") have been concluded and executed between Siemens Enerji Sanayi ve Ticaret A.Ş. (hereinafter called "**Siemens Enerji**" and/or "**Customer**") and selling company (hereinafter called "**Supplier**") and constitute general terms and conditions of the Contract (hereinafter called "**Contract**") which includes arrangements and regulations related to goods and services (hereinafter called "**Services**" and/or "**Work**") to be delivered to Siemens Enerji.

Customer and Supplier will be referred in singular form as "Party" and together as "Parties" respectively.

### 1. Scope of Work, Order and Confirmation of Order

- 1.1 Scope of Work will be specified by a written agreement to be concluded and executed by the concerned Parties, which will include mutual terms and conditions. In case that such a Contract does not exist at the moment of placing purchase order, purchase order including order of Customer and confirmed by stamp and authorized signatures of the Supplier will substitute in place of Contract. All kinds of liabilities and responsibilities in respect with stamp, stamp tax, charges and outlays required to be contained as per tax laws of purchase orders to be substituted in place of Contract will be on account of the Supplier.
- 1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if the Customer accepts such in writing. In particular, the Customer is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these Conditions of Purchase or if the Customer agrees to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement. If purchase order has not been confirmed by the Supplier within 3 days as from delivery date of purchase order, then the Customer will have the right to withdraw its purchase order without any need to give any notice and legal actions. As long as Purchase order is not confirmed in written form by the Supplier, provisional on final acceptance of deliveries to be made by the Customer would not mean that Work being subject to purchase order continues.
- 1.3 Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmation and/or shipping documents) regarding legal terms, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.
- 1.4 Unless otherwise stipulated in writing or confirmed purchase order, the Customer will be able to increase or decrease scope of Purchase/Products/Work in ratio of 10% without obtaining written approval or Consent of the Supplier.
- 1.5 Unless otherwise stipulated in Contract to be concluded and executed by the concerned parties or in confirmed purchase order, The Supplier accepts and agrees with Work undertaken by it will be in compliance with VDE, DIN and the TSE Standards (Turkish Standards Institute), norms and regulations being in force and effect as well as (if exists) environment specifications of the Customer.

### 2. Performance of Services, Employment of Staff

- 2.1 The Supplier shall perform the services with the greatest care and state-of-the-art of science and technology, in order to enable the best possible result to be achieved. The Supplier shall incorporate the Customer's specifications and inform the Customer promptly if in its opinion changes to the services which would result in improvements are possible. In such a case, sections 4.3 and 4.4 shall apply.
- 2.2 The Supplier shall maintain a quality management system (e.g., according to DIN EN ISO 9001).
- 2.3 The Supplier shall perform the services itself or using its own employees. Orders or parts thereof may not be assigned or subcontracted to third parties without the prior written consent of the Customer. If the Supplier fails to obtain such consent, the Customer shall be entitled to withdraw from the contract in full or in part and to demand compensation for damages. The Customer is not authorized to issue any labor- related or disciplinary instructions towards the Supplier and its employees. The Supplier shall produce the required employment permits for any foreign employees at the request of the Customer.

- 2.4 For the provision of work and services, the Supplier shall only use employees who are not listed in the relevant Turkish, German, European and US- American sanctions lists based on foreign trade legislation. These lists include, but are not limited to, the US Denied Persons List (DPL), the US Unverified List, the US Entity List, the US Specially Designated Nationals List, the US Specially Designated Terrorists List, the US Foreign Terrorist Organizations List, the US Specially Designated Global Terrorists List and the EU's Terrorist List.
- 2.5 The Supplier shall be free to organize and arrange its work schedule. The Supplier may only perform the services at the Customer's premises where this is essential for the proper fulfillment of the order and has been agreed in writing beforehand. In this case the Customer shall grant the Supplier access to the appropriate premises.
- 2.6 The Supplier has the sole responsibility for compliance with all legal, regulatory and professional requirements with respect to its employees. The Supplier shall in particular fulfill the statutory wage requirements as well as the wage requirements from all applicable collective bargaining agreements, meet all legal and industrial law requirements as well as occupational requirements and shall only use employees which have the required residence and working permits and have proper social security and accident insurance. In case of involvement of third parties and/or the involvement of further third parties by third parties, the Supplier equally ensures the compliance with these requirements. Upon request, the Supplier will also provide the Customer with respective written proof of compliance with these obligations by the third parties.
- 2.7 The Supplier shall indemnify and hold harmless the Customer from and against any claims based on the infringement of obligations pursuant to this section 2 by the Supplier or third parties. Further rights of the Customer shall remain unaffected. In particular, an infringement of an obligation pursuant to this section 2 entitles the Customer to terminate the contract for material breach.
3. **Software Related Services**  
Should the Supplier develop or convert software for the Customer,
  - 3.1 the Supplier shall provide to the Customer all related documentation, the source and object code;
  - 3.2 at the Customer's request, the Supplier shall provide support in the implementation of the application of the developed/converted software and shall maintain it. Insofar as such support and maintenance services do not fall under the agreed scope of the contract, the Customer and the Supplier shall agree on reasonable remuneration;
  - 3.3 the Supplier shall comply with safe, state-of-the-art software development methods including secure coding standards, such as, e.g. OWASP standards;
  - 3.4 the Customer has the right to yearly audit or have audited the Supplier's compliance with the provisions of this section 3 and section 22 at the Supplier's relevant site(s) without cause and, in addition, if the Customer has a justified suspicion that the Supplier is not in full compliance with those provisions, in each case upon reasonable prior notice.
4. **Change Requests; Additional Expenses**
  - 4.1 The Customer may amend the requirements for the services and other contractual conditions according to the following Change Request process.
    - 4.2 The Customer will notify the Supplier in writing or by e-mail of the requested change ("Change Request"), except for an increase or decrease scope of Purchase/Products/Work in ratio of 10% (see section 1.4).
    - 4.3 The Supplier shall no later than seven working days after receiving the Change Request notify the Customer in writing or by e-mail, as to whether and how the Change Request will affect the agreed schedule, the remuneration and/or other contractual conditions and submit an offer for the implementation of the change request. If the implementation of the Change Request results in changes to the remuneration or the time schedule, such changes shall be calculated on the basis of the original calculation base. The Supplier is not obliged to submit an offer, if an implementation of the Change Request is unreasonably to be expected from the Supplier.
    - 4.4 If the Customer accepts the offer, the Change request shall form part of the contract and the contract shall be amended and/or supplemented through the agreed Change Request e.g.

with regard to the services to be performed, the schedule and the remuneration.

- 4.5 If in the Supplier's opinion the Customer's requirements or other circumstances attributable to the Customer are leading to increased time and material expenses and/or are affecting the agreed deadlines and/or the remuneration or if the Supplier considers changes to the services necessary or useful, the Supplier shall indicate this to the Customer promptly in writing or by e-mail. In such a case section 4.3 and 4.4 shall apply, except that the offer must be submitted together with the notification.
- 4.6 Additional expenses shall be reimbursed and any additional remuneration shall be paid only if such reimbursement or payment has been agreed expressly in writing in accordance with section 4.4. With regard to delivery dates, the Supplier can only rely on a hindrance if timely and proper notification has been made according to section 4.5.
- 5. Duty to Inform**  
Unless expressly agreed otherwise, the Supplier shall keep the Customer informed about the progress of the services carried out on behalf of the Customer. Upon the Customer's request, the Supplier shall allow the Customer access to the documentation of the work and services.
- 6. Cooperation between the Contracting Partners**
- 6.1 Each contracting partner shall provide the other with the name of a competent contact person who is responsible for obtaining decisions relating to the performance of the services.
- 6.2 The Customer shall provide the Supplier's contact person in the agreed data format, with all texts, documents, information and data available to the Customer which the Customer considers necessary for the provision of the services, where these are not otherwise available to the Supplier. If the Supplier does not consider the information to be sufficient, it shall advise the Customer to this effect immediately.
- 6.3 If it has been agreed that the Supplier is to design training material for provision of the services, approval of this material must be obtained from the Customer prior to use.
- 6.4 The Supplier may only promote, offer, use or sell the results of the services (see section 13.1) with the explicit written permission of the Customer.
- 7. Acceptance of Work Services (Werkleistungen) and Liability for Defects**
- 7.1 Work services (Werkleistungen) shall be subject to acceptance testing once they have been completed by the Supplier. Following completion of acceptance testing, the Customer shall declare acceptance of the work services in writing or in other appropriate form provided the relevant work services are free from defects. There shall be no acceptance in case of substantial defects.
- 7.2 If services performed by the Supplier turn out to be defective, the Supplier shall at the Customer's discretion either remedy these defects or perform the services again without defects, within a reasonable period and at the Supplier's own cost. If the Supplier fails to remedy the defects or perform the services again without defects despite being given a reasonable time limit, the Customer may withdraw from the contract or reduce the remuneration by a reasonable amount or remedy the defect or have it remedied at the Supplier's cost and demand compensation for damages in lieu of performance.
- 7.3 The warranty period for material deficiencies is three years, insofar as no statutory provisions provide longer periods.
- 7.4 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.
- 7.5 Further or other claims and rights remain unaffected.
- 8. Travel Costs**
- 8.1 Travel and accommodation costs shall be reimbursed to the Supplier if the Customer has given its prior consent in writing or by E-mail to pay the travel costs of the Supplier or its employees. In such cases, the (net) travel and accommodation costs shall be reimbursed only upon presentation of copies of the relevant receipts, showing the input tax amounts contained therein (with the exception of lump sums and mileage) and after deduction of possible input tax amounts, as follows:  
Rail 2nd class Air Economy class Kilometer Allowance In accordance with tax authority guidelines Lump sum overnight In accordance with tax authority guidelines accommodation or by arrangement with the project manager/coordinator, on presentation of copies of relevant receipts including higher overnight accommodation costs
- 8.2 Prior to commencing any travel, the Supplier shall agree the details with the Customer (such as, for example, work location, dates, selection of hotel category and class of car if using a hired vehicle or private car instead of traveling by rail or air), whereby the most suitable and cost-effective form of transport will be chosen, taking into account the urgency of the matter. Travelling time will not be reimbursed.

**9. Remuneration**

As remuneration for the services and the rights of use granted to the Customer under section 13 below, the Customer shall pay the agreed amount to the Supplier following correct and timely performance of the services.

**10. Invoices**

- 10.1 Any agreed additional costs (travel and accommodation costs) and applicable VAT (where the services are subject to VAT legislation) shall be listed separately in the relevant invoice. The due taxation of all payments for income-tax purposes and any VAT payments is the responsibility of the Supplier. Insofar as the services performed by the Supplier are subject to VAT and have been properly invoiced by the Supplier, the Customer is prepared to pay the VAT due on the agreed remuneration. If the reverse-charge process is used for the services performed by the Supplier, the latter shall present the invoice without setting out VAT and refer to this fact by adding "Tax liability of the service recipient / Reverse Charge" to the invoice.
- 10.2 The order codes and numbers for each individual item shall be shown on the invoices. Invoices are not payable if these details are not included. Duplicate invoices shall be marked as such. If hourly remuneration is agreed, the relevant time sheets countersigned by the Customer shall be attached to the invoice.

**11. Payment**

- 11.1 Unless otherwise agreed, payments shall be due and payable no later than 60 (sixty) days net. If payment is made within 30 (thirty) days, the Customer is entitled to a 3 % (three percent) discount. The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received.

New taxes, duties and similar expenses to be imposed by the State related to service/work being subject of Contract will never be reflected by the Supplier to prices whatsoever reasons including any changes arising from Law, Regulation and any other legislation during validity period of the Contract. Price increases arising from a change in scope of service/work will be only possible by obtaining written consent and approval of the Customer following written notification on this subject of the Supplier is given to the Customer.

The Supplier cannot stop and delay its shipments, due to reason of delay of the Customer approval or refusal related to price increase. In case of making rebate in cost inputs the Supplier accepts and approves to reflect such rebate in same rate to its prices.

For purchases in respect with "Services/Works" to be performed by the Supplier, the Supplier is obligated to pay contribution premiums of Social Security Institution of its workers.

- 11.2 Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. A discount shall also be allowed if the Customer sets off or withholds any payments to a reasonable extent on account of any deficiency.
- 11.3 Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the contract.

**12. Delay**

- 12.1 Decisive for the timely performance of the services is whether the agreed deadlines for performance have been met or, where the services are subject to acceptance testing, on the successful and complete acceptance testing of the services by the Customer.
- 12.2 If a delay in performance of the services or parts thereof or in their supplementary performance becomes foreseeable, the Customer shall be notified to this effect immediately and its

decision shall be obtained.

- 12.3 If the Supplier falls behind schedule with the performance of the services, the Customer may charge a penalty. In case it exceeds the delivery date by 2 calendar days, a fine for delay will be imposed upon the total cost of order by 0.5% in respect of each commenced working day and to be deducted from the payment due to the SELLER provided its total does not exceed 15% of the cost of order. However, in the case of a delay in the ordered good if the issued delay penalty from the end customer to SIEMENS ENERGY exceed 15% of the cost of order the (%15) limit hereby won't be applied. For the delay exceeding 10 calendar days in total the right of cancelling the order related.
- 12.4 If the delay concerns a binding intermediary deadline (contractual deadline), the basis for the calculation of the penalty shall be the services which were to be performed until the end of the intermediary deadline. Penalties for exceeding intermediary deadlines shall be deducted from the penalty for exceeding the final completion date.
- 12.5 If there is a delay with regard to a specific, fixed date (Fixtermin), the Customer is entitled to demand a penalty of 15 % (fifteen percent) of the respective order amount for this specific date and/or to withdraw from the contract.
- 12.6 The penalty does not release the Supplier from its delivery and service obligations. The penalty may still be claimed if the reservation of rights is made no later than the date of final payment.
- 12.7 Further or other claims and rights remain unaffected.

### 13. Rights of Use

- 13.1 The Customer shall, whenever created, own all rights, title and interest in the results of the services (hereinafter called "results") regardless of the stage of development reached. The Supplier shall keep the results for the Customer safe until they are handed over. To the extent the results are protected by copyright or other, non-transferable rights and the Customer cannot – because of the existence of these rights – become owner of the results, the Supplier grants to the Customer the exclusive, worldwide, transferable, sublicensable and unrestricted right, to modify, to have modified, to use, to have used, to publish, to have published, to distribute, to have distributed, to utilize or to have utilized the results in their original form and as extended or modified by the Customer.
- 13.2 If and to the extent the Customer and/or a third party, that has a contractual relationship with the Customer, requires the Supplier's methods, processes, management tools, concepts, ideas and other know-how, that the Supplier has developed, created or generated before or in course of the performance of services ("Background Know-How"), in order to make use of the results, the Supplier shall grant the Customer a perpetual, unrestricted, worldwide, royalty free, non-exclusive, sublicensable, and transferable right to use or have used such Background Know-How.

- 13.3 If the results contain inventions, ideas or designs which are patentable or otherwise eligible for registration, the Customer is entitled, at its discretion and in its own name, to apply for such property rights in any countries, to maintain these rights or to abandon them at any time. If necessary the Supplier shall assist the Customer with the application; the Supplier shall refrain from any activity that may impede the application and efficient exploitation of the rights by the Customer. The property rights incurred as a result of such applications belong to the Customer.
- 13.4 The Supplier hereby waives its right to authorship credit with respect to the results, unless otherwise agreed in the individual case.
- 13.5 The Supplier undertakes to ensure that the inventions or ideas arising in the course of the performance of the services are transferred to the Customer free of further charge or further cost.
- 13.6 In contracts with its employees, freelancers or third parties, involved in the provision of the services in accordance with section 2.3 working on the services, the Supplier shall at all times assure that any and all rights as described in sections 13.1 and 13.2 are enjoyed by the Customer exclusively, worldwide and without any time limit, or other restriction, and also that they are not affected in any way by a termination of the contract between the Supplier and its employees, freelancers or third parties. Such provisions shall survive and be valid after termination of the contract between the Supplier and its employees, freelancers or third parties. Otherwise, the Supplier shall compensate the Customer for all resulting damages and expenditure including but not limited to reasonable costs of legal defense and shall indemnify and hold harmless the Customer to this extent against third-party claims, unless the Supplier is not liable for such damage, costs or claims.

### 14. Open-Source Software

- 14.1 The Supplier shall inform the Customer – at the latest at the time the order is confirmed – whether the products and services to be delivered contain open-source components. In the context of this provision "open-source components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the products and services delivered by the Supplier contain open-source components, the Supplier shall comply with all applicable open-source license terms and shall grant all those rights to the Customer and provide all information which the Customer needs in order to comply

himself with the applicable license terms. In particular, the Supplier must deliver to the Customer promptly after the order is confirmed the following:

- a schedule of all open-source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents;
- the complete source code of the relevant open source software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

14.2 The Supplier shall, by the time of order confirmation at the latest, inform the Customer in writing whether any open-source licenses used by the Supplier might be subject to a Copyleft Effect which could affect the products of the Customer. In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open-source licenses used by the Supplier are subject to a "Copyleft Effect" as defined above, then the Customer is entitled to cancel the order within two weeks of receipt of this information.

**15. Provision of Material, Information**

15.1 Material and information provided by the Customer or made for the Customer remain the property of the Customer and are to be stored, labeled as property of the Customer and administered separately and free of charge. Their use is limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction of value or loss, for which the Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

15.2 Any processing or transformation of the material shall take place for the Customer. The Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Customer and the Supplier hereby agree that the Customer shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Customer at no extra cost and in so doing exercise the duty of care of a merchant.

**16. Release of Documents**

The Supplier shall release all documents and other tools, including copies thereof, that it has received or produced in connection with the order, immediately after acceptance testing or handing-over of the results or, if acceptance testing or handing-over is not possible because of the type of results, after execution of the services.

**17. Confidentiality, Data Protection**

17.1 The Supplier shall treat as confidential the knowledge and findings, documents, terms of reference, business processes or other information that it receives from or about the Customer in the context of performing the services, as well as the conclusion of the contract and any results, with regard to third parties other than those involved in the provision of the services in accordance with section 2.3 – and shall keep the same confidential beyond the term of the contract – for as long as and insofar as such information has not become publicly known by legal means or the Customer has not consented in writing to its transfer in the individual case. The Supplier shall make confidential information available only to those employees who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. The Supplier shall use this information exclusively for the purpose of performing the services.

17.2 Insofar as the Supplier is granted access to personal data in the course of providing the services, the Supplier shall comply with the statutory provisions relating to protection of personal data and data privacy and shall enable the Customer to keep itself informed that such provisions are being complied with. The Supplier shall ensure that personnel (including employees and freelance workers) who are involved with the processing of personal data committed themselves to confidentiality.

17.3 Insofar as the Supplier performs services at the premises of the Customer or has access to the Customer's IT systems, the policy "Rules for Business Partners of Siemens Energy" shall also apply which will in this case be provided to the Supplier. The Supplier's access to the Customer's IT systems requires the explicit prior consent of the Customer who will decide about the concrete type of access and is subject to the Supplier's acceptance of the applicable rules for the access of third parties.

17.4 The Supplier shall impose an obligation that corresponds to this section 17 upon those third parties that it involves in the provision of the services in compliance with section 2.3.

**18. Assignment of Claims**

Any assignment of any claim is only allowed with the prior written approval of the Customer.

**19. Cancellation, Right of Termination; Consequences of Termination**

19.1 The Customer is entitled to cancel an order which entails the performance of training services in whole or in part until 14 (fourteen) days before the scheduled training date without incurring any costs. If cancellation takes place at a later date, the Supplier is entitled to a reimbursement of the costs incurred because of such cancellation, limited in any case to the order amount of the respective cancelled service.

19.2 The Customer is entitled to terminate the contract by giving four weeks' notice to the end of a calendar month.

19.3 If the contract is terminated prematurely according to section 19.2, the Customer shall pay for the services performed to the point at which the contract was terminated and the additional costs incurred directly and verifiably as a result of such termination. The Customer shall not be liable for any additional claims of the Supplier for fulfillment or damages due to such termination.

19.4 The right to terminate the contract for cause remains unaffected by the foregoing. In particular, the Customer may terminate the contract for cause in case (a) the Supplier is in delay with its delivery or service and such delay – despite a corresponding reminder by the Customer – persists for more than two weeks after receipt of such reminder or in case (b) the Supplier violates laws being in force and effect, (c) the Supplier acts against terms and conditions of the Contract, or (d) adherence to the contract by the Customer cannot reasonably be expected from the Customer because of a reason attributable to the Supplier and taking into consideration the circumstances of the case and both parties interests. This might, in particular, apply in case of an actual or possible deterioration of the Supplier's financial situation thus threatening the due fulfillment of the Supplier's obligations under the contract.

19.5 The Customer may also terminate the contract in cases of change in partnership structure or governing rights, bankruptcy, insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.

19.6 In case of a termination by the Customer, the Customer may use the equipment available for the further provision of services, or services already provided by the Supplier, against reasonable remuneration.

**20. Code of Conduct for Suppliers, Security in the Supply Chain**

20.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor and the Supplier shall comply with the regulations of the Siemens Energy Code of Conduct and address these expectations to its own suppliers along its supply chain. Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis. Supplier shall be obliged to duly document its compliance with the Code of Conduct. Customer and its representatives or a third party appointed by the Customer and reasonably acceptable to Supplier shall be entitled (but not obliged) to conduct – also at Supplier's premises – inspections in order to verify Supplier's compliance with the contractual obligations, in particular with the Code of Conduct. Any such inspection may only be conducted in accordance with the applicable data protection law and shall neither unreasonably interfere with Suppliers' business activities nor violate any of Suppliers' confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspection to be conducted. Supplier shall immediately initiate any remedial actions if it detects any violation of the Code of Conduct by itself or its subcontractors and/or and those third parties engaged in the course of provision of the services according to section 2.3 above and shall promptly inform Customer of any such violation and the remedial action if and to the extent such breach affects the contract.

20.2 The Supplier shall provide the necessary organizational

instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e. g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel and shall obligate any sub-suppliers to take equivalent measures and to obligate also their subcontractors accordingly.

20.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract in case of breach of the obligations under section 20 by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, the Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Customer.

**21. Product Conformity, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety**

21.1 Should the Supplier deliver products, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area, marketing in Türkiye or to which corresponding requirements apply regarding other countries notified by the Customer to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Unless agreed otherwise in writing, the Supplier shall provide the Customer the following documents in the Turkish language; (i) the instructions on assembly, use, maintenance and safety of the product, (ii) information to be given to end users for them to be protected from the risks that the product may carry, and (iii) environment, health and safety rules regarding the product. Furthermore, the Supplier must ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to the Customer upon request.

21.2 Should the Supplier deliver products, substances of which are set out in the "List of Declarable Substances" ([www.bomcheck.net/suppliers/restricted-and-declarable-substances-list](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list)) applicable at the time of the order or which are subject to statutorily-imposed substance restrictions and/ or information requirements (e. g. REACH, RoHS), the Supplier shall declare such substances and provide information as requested in the web database BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Supplier or the Customer or at the designated place of delivery requested by the Customer.

21.3 Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between the Supplier and the Customer, but in no case later than the date of order confirmation.

21.4 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.

**22. Cybersecurity**

22.1 The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier 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 consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

22.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by the Supplier from time to time in the performance of this contract.

22.3 Should products or services contain software, firmware, or chipsets:

22.3.1 The Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

22.3.2 the Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to the Customer remedying vulnerabilities for the reasonable lifetime of the products and services;

22.3.3 the Supplier shall provide to the Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up to date at the time of delivery to the Customer;

22.3.4 the Supplier shall grant to the Customer the right, but the Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support the Customer;

22.3.5 the Supplier shall provide the Customer a contact for all information security related issues (available during business hours).

22.4 The Supplier shall promptly report to the Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent the Customer is or is likely to be materially affected.

22.5 The Supplier shall take appropriate measures to achieve that its sub-contractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 22.

22.6 Upon the Customer's request, The Supplier shall provide written evidence of its compliance with this section 22 including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II).

**23. Export Control and Foreign Trade Data Regulations**

23.1 The Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). In particular, the Supplier represents and warrants that none of its products nor its services provided under the contract contain products and/or services restricted for import under the Foreign Trade Regulations applicable to the Customer, including but not limited to Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection. The Supplier shall advise the Customer in writing within 2 weeks of receipt of the order - and in case of any changes without undue delay - of any information and data required by the Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding including the respective tariff basis on which the classification of the product has been performed (e.g. EU Combined Nomenclature, TARIC, US HTS); and
- the country of origin (non-preferential origin); as well as the region of origin, if applicable for the respective country of origin; proof of origin (e.g. Packing-List, Delivery Note, BOL, GAI); and
- upon request of the Customer: preferential statement including Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers); and
- upon request of the Customer: evidence of the country of origin of the iron and steel inputs used for the processing of the products.

Supplier shall be liable for any expenses and/or damage incurred by the Customer due to any breach of the obligations according to this section 23.1.

23.2 Ban on re -exports to Russia („No -Russia -Clause“)

The following clause shall apply if and to the extent (i) the Customer supplies any goods or technology to the Supplier in the course of the execution of the contract, (ii) such supplied goods or technology are or refer to goods listed in the Annexes set out in Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended and (iii) and the supply takes place from the EU to a third country except for partner countries according to Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended:

- The Customer hereby prohibits to the Supplier, and the Supplier agrees, not to re -export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any supplied goods as well as technology (and related documentation, regardless of the mode of provision) provided by the Customer to the Supplier under the contract.

- The Customer shall be entitled to terminate the contract by written notice in the event of a breach by the Supplier of the obligation pursuant to this section 23.2. Upon termination, the Supplier shall pay to the Customer all costs and damages incurred by the Customer from such termination. In any case, the Supplier shall pay the Customer liquidated damages in the amount of 20 % of the contract price.

- Notwithstanding the provision hereinabove in this section 23.2, the Supplier shall indemnify and hold harmless the Customer in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against the Customer arising out of or relating to a breach by the Supplier of the obligation under this section 23.2 and the Supplier shall compensate the Customer for all losses and expenses incurred resulting thereof.

**24. Reservation Clause**

The Customer shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

**25. Mention as Reference Customer**

Only upon the Customer's prior written approval, the Supplier shall be allowed to mention the Customer as a reference customer

and/or make reference to products or services which the Supplier has developed during the performance of an order for the Customer and/or to make press releases or other public declarations in connection with the order.

**26. Supplementary Provisions**

26.1 Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, relevant statutory provisions shall apply.

26.2 The Supplier shall be liable for any expenses and/or damages incurred by the Customer due to any breach of these conditions, in particular of sections 7, 12, 13, 14, 20, 21, 22 and 23.

**27. Place of Jurisdiction and Applicable Law**

27.1 It is essential to settle disputes to be arisen between the Customer and the Supplier in amicable, peaceful manner. But, if the disputes could not be settled down in this manner, then Istanbul (Anatolia) Courts and Enforcement Departments will have full power and authorization to settle such dispute.