

Hereinafter SEW EURODRIVE HAREKET SİSTEMLERİ SANAYİ VE TİCARET LİMİTED ŞİRKETİ shall be referred to as "SEW". Our client, whose information is available in the first page of the offer, shall be referred to as the "BUYER".

- 1- Subject goods shall be delivered according to conditions indicated our offer at issue.
- 2- It shall mean that the Buyer agrees to the order and conditions stipulated under the this section when SEW receives the offer, which is completed by SEW in the direction of requests declared by BUYERS, who do not have a "General Purchase Contract" with SEW, and which is sealed and signed by relative Buyer, by electronic mail. Buyers, who signed the "General Sales Contract" shall be liable to attach relative SEW offer to their order approval e-mails. Otherwise, SEW shall not be liable for any defects and potential deficiencies that may occur.
- 3- Even if this offer is approved by the BUYER, SEW shall be entitled to not to accept the order and/or to determine a different delivery date for goods, which are not available in the inventory, and/or to make any variations in 5 business days. If SEW does not accept relative order and/or wishes to make a variation on it, SEW may send its refusal and/or variation order by electronic mail. In case SEW makes a variation on the order, relative order shall be processed after the BUYER confirms that it accepts relative variation order by electronic mail in 5 business days. Unless SEW notifies the BUYER, in 5 business days, that it accepts the order sent by the BUYER, then relative order shall not be processes.
- 4- Subject goods shall be delivered in conformity with the delivery period, place of delivery and shipment conditions indicated by SEW on its offer. Receiver shall be deemed as an authorized personnel of the BUYER, and SEW shall not be liable to search whether relative person is authorized. In EXW deliveries, BUYER shall be liable for loading and insurance (ICC INCOTERMS 2010-2020). SEW shall perform loading procedures in the name of the BUYER, and BUYER shall be liable for any liabilities that may occur.
- 5- In case materials are required to be delivered by cargo and express courier etc., Buyer shall be liable for all types of responsibilities from the time when materials are provided to the cargo and express courier etc. In case shipment procedures are performed by SEW at the address indicated by the BUYER, BUYER must not take delivery of damaged materials, and a report must be prepared in coordination with relative cargo or transportation company in this respect. SEW must be notified on such situation by submitting relative report in 2 business days via electronic mail.
- 6- BUYER shall be liable to pay EURO values, which are determined in the offer shared by SEW, to bank accounts, which are indicated on the invoice, in the currency that is indicated by SEW on the invoice in conformity with payment terms stipulated under the offer. In case a payment is made in a currency different than the one indicated on the invoice, relative invoice shall be processed by converting relative currency to the currency indicated on the invoice based on the selling rate of exchange announced by the Central Bank of the Republic of Turkey in the payment date. In case the BUYER goes into default in payments, SEW shall be entitled to use its legal rights. Advance payment that shall be made by the BUYER shall be recorded to accounts, in the currency indicated in the invoice, based on the selling rate of exchange announced by the Central Bank of the Republic of Turkey in the date when advance payment was made. SEW reserves its right to make claims for receivables that source from exchange differences. In case the BUYER makes advance payment or makes payment of product values by a negotiable instrument, relative value shall be converted to the selling rate of exchange announced by the Central Bank of the Republic of Turkey in the payment date, and shall be recorded in relative currency.
- 7- SEW shall not be liable for any delay in fulfilment of any commitment or for any situation, which makes it impossible to fulfil any commitment, due to any force majeure event. In case any force majeure events occur, which occur beyond the control of SEW -EURODRIVE HAREKET SİSTEMLERİ SAN. VE TİC. LTD.ŞTİ., which prevent both or either of the parties from performing their activities partially or completely, temporarily or permanently, such as Acts of God, wars, mobilization, fires, epidemics, terrorist activities, strikes and lockouts and pandemics etc., and in case of any administrative and judicial decisions, which are given by any Governments and (provided that such situation does not source from any defect of either of the parties) and official authorities and judicial authorities (provided that delay in any procedures performed before Customs Directors are also considered as force majeure events, except those that source from any fault of SEW), and inspections, and in case any force majeure events that are accepted by laws and practices occur,

SEW shall not be held liable for failure to fulfil provisions of the contract due to such force majeure events. Defaulting Party shall notify the other party of the occurrence of any force majeure event immediately, and such event shall be certified by official documents. Parties shall be entitled to review or terminate the present contract on the basis of valid conditions, in case any force majeure event continues for more than 30 (thirty) days.

- 8- In case the BUYER does not receive any order on the delivery date and/or in case the BUYER cancels any order for any reason whatsoever after receipt of the order form by SEW and/or in case the BUYER abandons relative order, BUYER shall be liable to pay 50% of the total value of relative order as a penal clause.
- 9- If SEW fails to deliver relative products in 15 (Fifteen) business days from the delivery date of products indicated in the order (except any force majeure events), SEW shall be liable to pay a penalty in the ratio of 0.5% of the contract value for each day of delay in delivery, from the end of 15 (fifteen) business days that shall be added to the delivery period indicated in the order confirmation letter. The total of the amount of negative and/or positive damage, which SEW shall be liable to pay to the BUYER, and default penalty and similar penalties shall not exceed 5% of the contract value.
- 10- Export Control Compliance;
 - a. The customer and SEW are in agreement that the delivery and/or service (or parts thereof), in particular the export and transit of goods, the transfer of technology, commercial and brokerage transactions, technical support or the provision of financial resources may be subject to German or European export control regulations, US re-export laws or other applicable national export control regulations (for example export control regulations relating to goods, persons, countries or purpose of use) and financial sanctions – hereinafter referred to as export restrictions
 - b. The customer and SEW are obliged to comply with all applicable export regulations. In particular, these include any regulations of the destination country. The customer and SEW are in agreement that deliveries and/or services that are subject to applicable export restrictions may be prohibited or subject to a permit. Should an applicable export restriction permanently prevent SEW or the customer from fulfilling the contract, both parties have the right to cancel the delivery and/or service concerned or to terminate the contract in full or in part.
 - c. Delays due to approval procedures on the part of competent export control authorities will extend the contractual fulfillment times accordingly; this applies to the delivery deadlines in particular.
 - d. Damages claims due to the authorities rejecting an application relating to export restrictions or due to a permit being issued late are excluded, unless this relates to a loss due to injury to life, body or health or if the loss was caused intentionally or gross negligently by one of the parties.
 - e. The contracting parties shall be obliged to co-operate in any approval proceedings. In particular, they shall immediately provide the other party with the appropriate information/documents on request (for example end use declarations) which are required in the course of the application process.
- 11- In order to understand the compliance of the ordered goods with both the provisions of the legislation regarding export and the export rules determined by SEW based on the restrictions on international export and shared with the Buyer; BUYER is obliged to notify SEW Turkey of the final export country and the final user. If SEW Turkey detects during the ordering phase or after the order is received that the sale does not comply with the export rules and/or is exported to a country other than the specified country, it reserves the right to cancel the offer or order. In this case, BUYER will not be able to claim any loss of profit, material or moral compensation or any other right or receivable. Unless BUYER makes the relevant notification, SELLER reserves the right not to process the order and/or to stop the transaction. BUYER will be responsible for all direct and indirect damages that may arise at SEW due to actions contrary to this article.
- 12- Addresses that are indicated in the present Contract shall be considered as legal and valid notification addresses of parties. In case any change is made on such addresses, party, who changed its address, shall be liable to notify the other party in written in 5 (five) days. Otherwise, notifications that shall be served to addresses written in the contract shall be deemed as valid.

- 13- The conditions that will apply for repair operations are as follows;
 - a. After the products sent to SEW for repair are disassembled and the source of the problem is determined, the spare parts and repair fee are notified to the BUYER. If the BUYER does not accept the repair offer, the products are returned to the BUYER in disassembled form.
 - b. A 6-month warranty is valid for repairs, replacement spare parts and labor.
 - c. SEW is not responsible for any malfunctions arising from the BUYER's failure to comply with the instructions for use shared by SEW or from not using the products under appropriate conditions.

- 14- Disputes, which shall source from the commercial relationship that shall be established by acceptance of the present order, shall be governed by Istanbul Central Courts and Execution Offices.

- 15- The present order is comprised of 14 articles, and BUYER shall not be entitled to transfer its rights and liabilities to any third parties partially or completely without obtaining written approval of SEW.