

**General Purchasing Terms and Conditions of TÜV Rheinland Uluslararası Standartlar Sertifikasyon ve Denetim A.Ş.**  
Hereinafter referred as "TR" (July 2015)

**1. General / Scope of Validity**

1.1 The following General Purchasing Terms and Conditions apply exclusively to all purchases, products, and services (hereafter referred to collectively as "Services").

1.2 TR does not recognize any terms and conditions of the company contracted by TR to provide the Services (such company shall hereafter be referred to as the "Company") that contradict these General Purchasing Terms and Conditions, unless TR expressly agrees to their validity in writing.

1.3 These General Purchasing Terms and Conditions shall still apply even in cases TR unconditionally accepts the Services and even if the Company knows it has contradictory terms and conditions.

**2. Scope of the Services**

2.1 The scope of the Services to be performed by the Company shall be determined in accordance with the order form or the related individual agreement.  
2.2 The Company shall be responsible for the supervision, monitoring and inspection of the Services, as well as for organizational integration of TR with the operating process.

2.3 The Company confirms that it has received detailed information on the nature and scope of the Services agreed in the assignment and therefore it cannot claim any additional payments due to lack of knowledge.

**3. Delivery of goods, packaging and transportation**

3.1 Goods shall be delivered by DAP (in accordance with Incoterms 2000) to the address stated in TR's order form. If no address is specified in the order form, the delivery shall be made to the following address. TÜV Rheinland Uluslararası Standartlar Sertifikasyon ve Denetim A.Ş. Kozyatağı Mh. Saniye Ermutlu Sokak No.12 Çolakoğlu Plaza B Blok 34742 Kadıköy-İstanbul TÜRKİYE

3.2 The goods shall be properly packed and identified and they shall be delivered undamaged to the place of destination using the most suitable means of transportation possible

3.3 The Company shall be liable for damages caused as a result of insufficient packaging or inappropriate transportation.

3.4 TR shall be entitled to return or send back any packaging material back to the Company.

3.5 The expenses and risks for the return of any packaging material shall be borne by the Company.

**4. Service period and delay**

4.1 Services to be rendered by the Company shall take place at the agreed time or within the agreed time frame.

4.2 If for some reason, the Company does not adhere to the deadlines imposed by TR, the latter shall be entitled to a contractual penalty of 0.25% of the order total for the specific order in question for each day of delay.

The contractual penalty is limited to 5% of the order total of the order in question for each breach of contract on the part of the Company, subject to the stipulations in clause 4.1. The contractual penalty shall be due and payable immediately without prejudice to any other legal rights of TR, including the right to demand performance of the agreement and claim the Company to compensate. The contractual penalty shall be offset against any claims from TR. This penal clause, may be requested until the relevant bill of the company is paid, in accordance with the relevant provisions of the Turkish Code of Obligations.

4.3 As soon as the Company knows that the deadline for the performance of the Services cannot be met in accordance with the order, or that the Services will not be delivered and/or performed in time, the Company shall inform TR immediately of such fact in writing stating the reasons for the delay or non-performance. The contracting parties shall decide together on how the situation can be resolved to the satisfaction of TR, without any impairment of TR's rights as a result of the said breach of contract.

4.4 The agreed service times or service periods are binding.

4.5 Notwithstanding any provision to the contrary, in any event, the Company shall inform TR in writing of the actual delivery and/or service date at least three (3) business days before the delivery and/or performance of the Services. The information provided must include the order number.

4.6 TR shall be entitled to postpone the announced service date up to 48 hours by giving notice to the Company at least one (1) day from the time it is notified by the Company and the said postponement shall not be a ground for any additional payment obligation on the part of TR.

4.7 If, for whatever reason, TR requests that the time of performance of the Services be postponed, the Company shall store and insure the goods or materials properly packed and clearly identify as intended for delivery to TR at no cost to TR.

4.8 Upon delivery, the Company shall affix the label containing the name of requesting person at TR and the order number on the exterior of the packaging. In addition, the Company shall indicate on the label to be affixed on the exterior packaging the following information:

- Brief description of the product
- Number of items per box or package
- Barcode of the number of items per box or package (EAN128)
- Serial number of the product
- Barcode of the serial number (EAN128)
- Weight of the box or package
- Country of origin
- Delivery or production date
- Name and address of the supplier
- All information required under national or international Law

**- 5. Inspection for defects in delivered goods**

5.1 TR shall inspect the Goods upon delivery for any obvious or easily discernible defects.

5.2 If TR determines that there is a defect, (a) TR shall notify the Company of such fact in legal period following delivery if a defect is obvious or easily discernible at the time of delivery; (b) immediately after discovery, if the error or defect is identified after delivery, such as upon unpacking, installation, use of the goods.

5.3 If a notification is made about a defect in the Goods in accordance with clause 5.1, the risk for the defective products shall automatically transfer to the Company upon its receipt of notification.

5.4 The Company shall grant TR access to the premises where the Goods are being produced or stored. The Company shall provide TR, at its own expense, with necessary support, documentation and information requested by TR during the inspection.

**6. Transfer of ownership**

Ownership and risk with regard to the delivered Goods shall be transferred to TR when the delivery is performed in accordance with clause 3.1.

**7. Amendment procedure**

7.1 If TR makes any amendment ("Amendment") to its services, it shall send a written amendment order ("Amendment Order") to the Company. The Company shall then submit a calculation of the price deviations caused by the Amendment together with any suggestions for modification of the Amendment Order. TR may decide at its own discretion whether the suggested Amendment should be made. The Amendment will only be applied after written notification is received by the Company. If no such written notification is received, the Company shall continue to perform the Services as originally agreed.

7.2 The Company may not make any amendments to the Services without a prior written approval from TR.

**8. Retention of title to materials provided by TR**

8.1 All materials, parts, containers and special packaging provided by TR shall

remain the exclusive property of TR. Any processing or alteration shall only be performed by the Company on behalf of TR. If items subject to retention of title by TR are processed with other items not belonging to TR, TR shall acquire joint ownership of the new items in proportion to the value of the item it owns at the time of the processing.

8.2 If the materials subject to retention of title by TR are indivisibly mixed or commingled with other materials not belonging to TR, TR shall acquire joint ownership of the new material produced in proportion to the value of the material it owns at the time of mixing or commingling. If the combination of the materials is the main component of the new material produced, the Company agrees to transfer ownership of the said new material to TR; the Contractor shall retain the goods owned by the single party or joint goods on behalf of TR.

### **9. Cooperation**

9.1 Both TR and the Company shall trust each other and cooperate and immediately inform each other of any deviations from the agreed procedure or any ambiguity therein.

9.2 If the Company realizes that its own information and requirements are defective, incomplete, unclear, or infeasible, it must inform TR of such fact and the consequences thereof.

9.3 Parties to the Agreement shall inform the other party the name of the contact person who will be responsible for the performance of the contractual relationship.

9.4 Each party shall inform the other of any change in its contact person. Contact person and/or the person appointed to be the representative of the contact person shall be authorized to make and receive notices.

9.5 The parties to the agreement shall come terms at regular intervals on the progress and obstacles regarding the performance of the Agreement so that they can interfere with the guidance of performance of the agreement.

9.6 TR and the Company agree that the use of brand names, trademarks, company symbols or other symbols relating to the other party to the Agreement are prohibited.

### **10. Payment and invoicing**

10.1 The agreed payment can be found in each order from TR or in the individual agreement concluded between the contractual parties.

10.2 The payment in accordance with clause 10.1 will include all additional costs, expenses and outlay by the Company, unless any other arrangement is expressly made in an individual agreement.

10.3 If reimbursement for travel and additional costs is agreed in the individual

agreement, reimbursement will only be made in exchange for submission of the detailed individual accounts.

10.4 Invoicing must take place within 90 days of completed delivery/service.

10.5 The service performed is to be documented by attaching proof of performance.

10.6 Unless there are written agreements stating differently in place, the payment will be made within thirty (30) calendar days of receipt of the invoice created in accordance with clause 10.9 by TR.

10.7 The payment will be made by bank transfer or by other means at the discretion of TR.

10.8 If the payment by TR is made within 14 calendar days of receipt of the invoice by TR, the payment will be made with a discount of 2%.

10.9 The invoice must meet all the legal requirements set out in the Turkish Tax regulations and the order number and the name of the authorized personnel who placed the order should be indicated in the bill.

10.10 TR shall have the right to retain and deduct any payments in accordance with the legal level.

### **11. Warranties and additional remedies**

11.1 The Company guarantees that delivered goods will meet the contractual agreements and specifications, as well complying with any purpose stated by TR or the Company.

11.2 This guarantee will remain in place for the legal warranty period.

11.3 The Company guarantees that the goods meet all legal requirements and regulations in Germany, as well as meeting the safety, quality and environmental requirements that are the standard in the industry at the time the delivery is made.

11.4 The Company guarantees that Services will be performed on time, competently and professionally in accordance with the agreement and will satisfy the strictest standards of the industry valid at the time of the delivery.

11.5 The Company is aware that the timely performance of Services at a high level of quality is of utmost importance to TR.

11.6 Otherwise, TR will be entitled to full legal claims in case of defects in the services performed by the Company and the legal periods of limitation will apply.

11.7 TR will be entitled to request from the Company a directly enforceable, unconditional and irrevocable guarantee from a major German bank or a major international bank approved by TR at the expense of the Company totalling 5% of the order value, in order to guarantee adherence to the Company's guarantee obligations.

11.8 The Company guarantees that upon request it will support TR with regard to all

of TR's requirements in connection with the internal auditing of TR and in order to adhere to national or international laws without limitation and at no additional cost to TR. If the Company delivers goods for which replacement parts and/or consumable items could be needed, the Company guarantees that it is in a position to supply replacement parts and consumable items for these goods for a period of at least 5 years.

### **12. Intellectual property rights**

12.1 All service results in connection with the company's activity within this agreement, in particular also further developments and improvements of the processes and methods developed by TR will be the exclusive property of TR.

12.2 If service results are capable of being protected, the Company grants TR a non-exclusive, transferable, free, irrevocable, worldwide right of use with no time limitation.

12.3 Company is not entitled to claim compensation for the right of use. These have already been settled by the payment agreed for the service.

12.4 The company guarantees that goods that it delivers are its own original developments or have been legally acquired and that its services do not breach any industrial property rights whatsoever or any other third party rights.

12.5 The Company will indemnify and hold TR harmless against any third party claims for breach of intellectual property rights, including trademark, patent, and copyrights, and will also compensate TR for any damages that it incurs in the form of damages or expenses (e.g. the costs of legal proceedings).

12.6 If a claim is made in accordance with clause 12.5 or TR is justified in assuming that a claim will be made in the future, the Company must ensure at its own expense either the TR obtains the rights to continue to use and exploit the services performed or replace or modify the services in such a way that there is no longer a breach in place, although the service replaced or modified in this way must be approved by TR.

### **13. Performance of Services**

13.1 For services performed by the Company on site on TR's premises or (virtually) from another location via the TR IT network for TR or its customers, the following additional terms and conditions will apply:

13.2 During the performance of these services, the employees, contractors, or advisors ("Staff") of the Company must meet the requirements of TR, and if there are no requirements of this kind in place, must meet the general requirements for professional competence and expertise in the sector in question. If the Staff is insufficiently qualified for the performance

of the services, TR will have the right to require the removal of this Staff. Consequently, the Company will be obliged to ensure that replacements are found immediately.

13.3 The Company must provide all materials and equipment, including tools, as are required for performance of the agreement.

13.4 TR will be entitled to perform an inspection of the materials and equipment used by the Company for the performance of the agreement and to determine the identity of the entire Staff employed by the company in the fulfilment of the agreement. The company guarantees that the entire Staff is in a position to identify itself at any time with identification papers.

13.5 If, when inspecting the materials and equipment used by the Company for the performance of the Agreement, TR justifiably rejects these either in part or in full, the Company will be obliged to replace the rejected materials and equipment immediately.

13.6 In the event services are performed on TR's premises or on the premises of TR's customers, the Company must familiarize itself in advance with the situation on site where services are to be performed if this may have an influence on the performance of the contractual obligations. The Company will be responsible for any costs that are incurred as a result of the situation in the performance of the agreement as long as the Company should have recognised the situation during the aforementioned inspection.

13.7 TR will be entitled to equip the Staff of the Company with the necessary identification required for access for the time it will spend on TR's premises or its customer's premises in accordance with the relevant internal regulations that are valid.

13.8 The Company must ensure that its presence and the presence of its Staff on TR's premises or its customer's premises impede the uninterrupted working processes of TR and of third parties to the smallest extent possible.

13.9 The Company and its Staff must familiarize themselves with the content of the regulations and policies for TR's premises or those of its customer. This will also include among other things the regulations and policies on IT security, general conduct, general safety, health, and the environment. The Company will ensure its Staff adheres to the regulations and policies listed under clause 13.9.

13.10 The Company will ensure that TR may have the Staff of the Company and of Subcontractors working on behalf of the Company (with the approval of TR) sign individual adherence declarations.

13.11 The company alone is responsible for the proper remuneration of its employees as well as for payment of the

taxes, social security contributions and VAT connected with the employment to the responsible authorities. The Company will indemnify TR at all times with regard to receivables of this kind on the part of third parties as a result of unpaid or insufficient payment of wages, taxes, or other contributions by the Company.

13.12

a) The company which provides work and services for TR within the meaning of the minimum wage law shall guarantee that it observes the minimum wage law, fully complies therewith and in particular pays its employees the minimum wage required by law in the respective amount currently required by law. The company shall undertake to ensure that, in the event of the company hiring a subcontractor, the subcontractor also meets the obligation in accordance with paragraph 13.12 a) (1).

b) In the event of violation of the aforementioned obligations by the company or the subcontractors used by it, TR shall be entitled to an immediate special right of termination of the contracts existing between the company and TR.

c) The company shall fully exempt TR from third party claims, obligations to third parties, costs of legal defence as well as all fines which accrue to TR from a committed or claimed violation of the minimum wage obligations by the company or by a subcontractor hired by it.

d) The company shall undertake to inform TR immediately of claims by third parties or the introduction of proceedings against the company or against one of the subcontractors hired by it in connection with the carrying out of services and work for TR.

e) The company shall expressly confirm that it is not excluded from public procurement.

13.13 The company shall ensure that its staff has valid work and residence permits as well as other necessary permits and licences.

#### **14. Storage and return of documentation**

14.1 The company will be obliged to store all business and operational documentation properly and in particular to ensure that such documentation cannot be viewed by third parties. The documentation made available must be returned to TR upon request throughout the term of the contractual relationship and immediately and without a request from TR after the end of the contractual relationship.

14.2 The Company will not be entitled to exercise a right of retention with regard to documentation as defined in clause 14.1.

#### **15. Acceptance of services**

15.1 Whether TR performs an acceptance depends on the type of service to be performed.

15.2 TR must inspect the product

delivered by the Company with the participation of the Company (performance of tests and demonstrations, etc.)

15.3 The fulfilment of the service features must be proved in accordance with determined acceptance criteria (acceptance test).

15.4 A signed record is to be created upon acceptance, which will confirm the compliance of the agreed service. A list of the defects identified during the acceptance will be attached to the record. Any defects that remain after acceptance will be corrected under the guarantee in accordance with a schedule to be drawn up together by both parties.

15.5 TR will accept the services under the contract for services immediately after the transfer and/or successful acceptance test. Defects that do not limit proper use or limit proper use in an insignificant way only do not give TR any right to refuse to give acceptance. The obligation of the Company to correct defects will not be affected by this. The performance of acceptance before the final correction of defects will be at the discretion of TR in case of defects that are not insignificant.

15.6 If the Company does not manage to provide proof of the agreed service features by the final deadline or if necessary within an appropriate grace period for reasons for which it is at fault, TR may withdraw from the agreement in full or in part after the expiry of the grace period.

15.7 Claims may be made for defects that are fraudulently concealed within a period of 10 years from the time of acceptance.

#### **16. Subcontractors**

The awarding of subcontracts to third parties (subcontractors) shall not be permitted unless expressly agreed otherwise in an individual agreement.

#### **17. Liability**

17.1 The Company will be liable within the legal regulations.

17.2 The Company will also be obliged to indemnify and hold TR harmless against third party claims to compensation for damages upon its first request, if the cause is within its area of control and organisation and the Company itself is liable in relation to third parties.

17.3 The Company must insure itself appropriately against the liability mentioned in this clause and is obliged to allow TR to view the insurance policy if necessary. Claims to compensation for damages by TR are not limited to the sum insured in each case.

#### **18. Confidentiality**

18.1 "Confidential information" in the sense of the General Purchasing Terms and Conditions is all information, documents, images, diagrams, expertise, data, samples, and project documentation surrendered, transferred or otherwise disclosed by TR to the Company during the term of the

assignment or individual agreement between TR and the Company.

This also includes copies of this information in paper and electronic form.

18.2 All confidential information that is transmitted or otherwise made available in accordance with this Agreement by TR to the Company:

a) may only be used by the Company for the fulfilment of its contractual obligations to TR, unless there is an expressly deviating written agreement with TR in existence,

b) may not be duplicated, distributed, published or passed on in any other way by the Company,

c) must be treated in a confidential manner by the Company, in the same way that the Company also treats its own confidential information, in any case at least not less carefully than in accordance with the objectively necessary level of care.

18.3 The Company will make the information disclosed to it by TR accessible to the employees who require it only to the extent it is necessary for the performance of services for TR. The Company will ensure that these employees enter into an agreement to maintain confidentiality to the same extent as that determined in this confidentiality agreement.

18.4 The obligation listed in clause 18.2 will not apply to any confidential information if the Company is able to prove that:

a) the information was already generally known at the time of publication or became known to the general public without any breach of this agreement, or

b) the information the Company received from a third party, who was entitled to pass on the information to the Company, or

c) the information which was already in the possession of the Company before it has been transmitted by TR, or

d) the information the Company developed independently irrespective of information transmitted by TR.

18.5 Confidential information remains the property of TR.

18.6 The Company hereby agrees that it will, at any time upon request by TR, however, at the latest and without a separate request from TR after the end of the assignment or individual agreement immediately (i) return all confidential information, including all copies of this to TR or at TR's request (ii) destroy the confidential information, including all copies of it, and confirm this destruction to TR in writing.

18.7 This confidentiality obligation will enter into force after the commissioning of the Company by TR or upon conclusion of an individual agreement between TR and the Company.

18.8 The Company will keep the confidential information strictly secret for a period of 5 years from the ending of the Agreement, will not make the confidential information available to any third party and not exploit the confidential information itself.

18.9 This agreement will not result in any express or implied assignment or granting of authorisations or rights to patents, registered designs, design patents, draft applications, copyrights, templates or trademarks or their utilisation by TR to the company

18.10

(1) The company will be obliged to pay a contractual penalty of EUR 50,000.00 for each case of breach of this confidentiality obligation.

(2) Each individual violation will be considered a separate breach. The defence of continuation of offence is excluded. In case of ongoing breaches, each week that is begun will be considered an individual breach.

(3) The right to make a claim for further compensation for damages is reserved. The contractual penalty, however, will be offset against any claims for compensation for damages.

#### **19. Data protection**

The Company must adhere to the data protection regulations valid at the time of delivery, irrespective of the area that the delivery is made from and to.

#### **20. Right to termination**

20.1 Parties to the Agreement will have the right to terminate the contractual relationship without notice on important grounds.

20.2 TR may terminate the agreement without notice if the Company becomes insolvent, insolvency proceedings are initiated against it, or if corresponding procedural applications were rejected because of a lack of volume to cover the costs.

20.3 Termination must take place in writing in order to be effective.

#### **21. Export control**

The Company guarantees that the services comply with all applicable export control laws and regulations of the United States of America, the United Nations, and the European Union.

#### **22. Environment**

22.1 The Company must meet in full the environmental regulations in accordance with German and European law, including, but not limited to EU Directive 2002/95/EC on the "Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment ("RoHS Directive") and the *Elektrogesetz* (German Electrical and Electronic Equipment Act).

22.2 The Company shall support TR in environmental management inspections

that it may perform on a regular basis or in other environmental purchasing standards of which it will be periodically informed by TR. The Company shall provide TR with certain environmentally relevant information on the products purchased from it, if applicable, upon request on a quarterly basis, or in particular as required by TR as part of ISO certifications.

22.3 The Company will send information relating to packaging data, disposal of old equipment and RoHS to TR in a timely manner in accordance with the legal stipulations.

22.4 The Company guarantees that all goods that it delivers meet the requirements of the RoHS Directive accordingly.

22.5 The company must compensate TR for all damages and expenses (including costs for legal proceedings) and for claims by third parties relating to a breach of the RoHS Directive or other applicable environmental regulations by the Company.

22.6 In case of environmental accidents caused by the Company or environmental pollution, the Company must inform TR of this and take appropriate measures for dealing with an accident or pollution of this kind, and will also do its best to prevent another similar accident or similar pollution.

#### **23. Compliance**

23.1 Te TÜV Rheinland AG is a member of the UN Global Compact and shall comply with all the principles specified in the Global Compact. TR expects without limitation that the Company shall also comply with and adhere to the principles of the UN Global Compact (for further information, see [www.unglobalcompact.org](http://www.unglobalcompact.org)).

23.2 The Company states that it agrees with the adherence to and validity of the following basic principles listed in clauses 23.2 to 23.18 within its contractual relationship with TR.

23.3 The Company will adhere to all valid laws and regulations in Germany and the valid laws and regulations of the country in which the service recipient has its legal headquarters if the services are performed for TR outside Germany.

23.4 In doing so, the company will adhere to the highest known standards, including the applicable specifications for manufacture, pricing, sale, and distribution.

23.5 The Company guarantees that it will protect the basic rights of children. The Company guarantees that it will not exploit any child labour. All of the Company's employees must either have reached the minimum age in accordance with national law at the place of employment or a minimum age of 15\* (whichever is greater). Young employees of the company, who are not defined as children

(<15 years of age) will be employed by the Company in accordance with the valid laws and guidelines for these persons. *\*(See EU Council Directive 94/33/EC dated June 22, 1994, Section 1. The Company guarantees that it will not exploit either forced labour or any other kind of involuntary labour. Employees of the company must in particular have the right to end the employment relationship with notice.*

23.7 The Company guarantees that it treats its employees with dignity and respect and does not use corporal punishment, threats of violence, or other forms of physical, sexual, psychological or verbal force against them.

23.8 The company guarantees that it does not discriminate against its employees in any way, nor does it tolerate such discrimination. In particular, the Company will not discriminate between its employees by means of its recruitment practices and personnel management on the basis of nationality and origin, religion, age, social or ethnic background, sexual orientation, gender, political views, or disability. This relates to salaries, bonus payments, promotions, disciplinary measures and the termination of employment relationships.

23.9 The Company respects the right of employees to enter into associations/organisations and to enter into collective negotiations in a peaceful manner in accordance with the applicable law and communicate with the Company's management openly about working conditions without reprisals.

23.10 The Company will provide its employees with a safe workplace that complies with all pertinent health and safety laws and regulations. As a minimum, appropriate access to drinking water and sanitary installations, fire safety and sufficient lighting and ventilation must be guaranteed.

23.11 The Company accepts that wages make an essential contribution to satisfying the basic needs of employees. The Company will adhere to at least all of the wage and working time laws and work guidelines applicable at the place of performance. This includes laws and guidelines on minimum wages, overtime, maximum working hours, piece rates, and

other components of compensation.

23.12 The Company will ensure that its employees receive compensation in addition to their wages for the contractually agreed working hours for their overtime. This compensation will correspond to the national laws of the production country. If there are no legal regulations in the country concerned, the overtime compensation will be at least equal to the level for regular working hours there.

23.13 The Company will adhere to all applicable environmental laws, regulations, and guidelines. Where possible, environmentally friendly products or fair trade products will be offered and treated as equal to products with conventional pricing.

23.14 The company will refrain from:

(a) Offering or granting money, gifts, trips, or other benefits to employees, brokers, representatives and contractors of TR or third parties who have a business relationship with TR,

(b) Participating in actions of any kind, which results in the expending of company funds for illegal or immoral purposes, including those of a monetary nature, in order to create advantages for itself;

(c) Offering contractors or their associates monetary or other benefits,

(d) Transferring or using monies from illegal and immoral business transactions or in order to conceal their original source (money laundering) or using money whose origin it is not able to document or whose sources are in doubt.

23.15 The company will ensure by means of legally compliant measures that its employees and staff members do not cause any damages to TR by means of embezzlement, fraud, theft, damage, or destruction.

23.16 The Company must disclose conflicts of interest of any kind (as a result of participations or the performance of services for competitors) in a timely manner.

23.17 The Company will not employ any subcontractors for the manufacture of its products who do not adhere to the basic principles described in clauses 23.3 to 23.16.

23.18 Making false, misleading or manipulative statements in connection with

tendering and contract award procedures, as well as in the performance of services, is a criminal offence that TR will be entitled to report immediately to the authorities.

23.19 If the regulations listed in clauses 23.3 to 23.18 are breached by the Company, this will constitute important grounds for termination without notice by TR in accordance with clause 20.1. TR will be entitled to have audits performed, including on the Company's premises, in order to ensure that these basic principles are followed. In this process, it is the responsibility of each individual company to guarantee adherence to the principles and rules stated here in clause 23. In connection with these audits relating to these requirements, the Company will allow TR unlimited access at any time to its business premises and access to all relevant records. TR will be granted access even without prior notice.

#### **24. Force majeure**

If work is interrupted for TR or its client, in particular as a result of strike, lockout, short time work, system failures, or other cases of force majeure, TR may request an interruption in the Company's work without incurring additional costs for TR.

#### **25. Applicable Law and Court of Competent Jurisdiction**

Turkish substantive law shall apply. Courts of İstanbul shall be authorized in conflicts related to the Agreement.

#### **26. Miscellaneous**

26.1 Additions and alterations to these Purchasing Terms and Conditions including this stipulation must be made in written form in order to be effective.

26.2 If a stipulation of these Purchasing Terms and Conditions is fully or partially legally invalid or infeasible or if it later loses its legal validity or feasibility, this will not affect the validity of the other stipulations of the Purchasing Terms and Conditions. The same will apply if it becomes apparent that the Purchasing Terms and Conditions contain loopholes. In lieu of invalid stipulation or stipulation incapable of implementation or for the purpose of closing the loophole, an appropriate stipulation that most closely reflects the intended meaning and purpose will apply that, to the extent permitted by law.