

## GENERAL TERMS AND CONDITIONS

### For the Supply of Mechanical, Electrical and Electronic Products

#### 1. Purpose and Scope

**1.1.** These General Terms and Conditions have been prepared and adopted by Aktif Elektroteknik Sanayi ve Ticaret Anonim Şirketi ("Aktif") in accordance with its internal policies and procedures and shall apply to all agreements concluded between Aktif and the relevant parties, unless otherwise expressly agreed in writing.

**1.2.** In the event of any ambiguity, difference in interpretation or uncertainty arising under agreements to be concluded between Aktif and buyers and/or third parties, these General Terms and Conditions shall apply, and the parties acknowledge and agree that they shall be valid and have priority of application.

**1.3.** These provisions are of a general nature and shall be binding on the parties in respect of agreements concluded between Aktif, acting as the supplier, and buyers and/or third parties.

#### 2. Definitions

**2.1.** Within the scope of these General Terms and Conditions determined by Aktif Elektroteknik, the terms set out below shall be used with the meanings assigned to them herein, and no different interpretation or meaning may be attributed to such terms by the parties.

**2.2.** Any change to the meanings of these terms shall be valid only if agreed by the parties in a separate written protocol or written agreement specifically executed for this purpose. In all other cases, the definitions set out below shall apply.

- a. Contract Price / Contract Fee** : The fixed price specified in the agreement concluded between Aktif Elektroteknik, acting as the Supplier, and the Buyer, and agreed by the parties. This shall also include any revised pricing agreed between the parties or implemented by Aktif Elektroteknik.
- b. Product / Goods** : The item(s) forming the subject matter of the agreement concluded between Aktif Elektroteknik, acting as the Supplier, and the Buyer, together with any integrated services provided in connection therewith. While the Product may vary depending on the specific case, its definition shall be determined separately in each agreement.
- c. Gross Fault** : Any act or omission that deliberately constitutes a violation of the general provisions of the agreement and/or the specific provisions expressly set out therein, in agreements concluded between Aktif Elektroteknik, acting as the Supplier, and the Buyer.
- d. Supplier** : Aktif Elektroteknik Sanayi ve Ticaret Anonim Şirketi, acting as the supplier under the relevant agreements.
- e. Buyer(s)** : The party acting as the buyer under agreements concluded with Aktif Elektroteknik Sanayi ve Ticaret Anonim Şirketi and accepting these General Terms and Conditions prepared by Aktif Elektroteknik.

### **3. General Conditions**

**3.1.** The information contained in documents and price lists relating to the Product to be supplied by the Supplier shall have legal effect only if such information is expressly set out in the Agreement to be concluded between the parties and is stated therein to be valid in writing.

**3.2.** Aktif Elektroteknik, acting as the Supplier, shall be obliged to provide, in relation to the Product forming the subject matter of the Agreement concluded with the Buyer, an information package and drawings containing instructions required for the installation of the Product, matters to be considered within the scope of maintenance, and directives regarding commissioning and operation of the Product. Such information package and drawings shall be delivered to the Buyer no later than the date specified for delivery of the Product. The information and drawings shall be provided both in hard copy (one copy each) and in electronic format. The Supplier shall not be obliged to provide manufacturing drawings for the Product or spare parts.

**3.3.** Unless otherwise agreed in the Agreement concluded between the parties, acceptance tests relating to the Product shall be carried out at the Supplier's production facilities and during working hours. Acceptance tests shall be conducted in accordance with the established technical standards, practices and generally accepted engineering rules of the relevant sector in the country of manufacture, with due care.

**3.4.** The Supplier shall notify the Buyer in writing of the date of the acceptance tests and the test program within a reasonable period allowing the Buyer to attend the tests. If the Buyer does not attend the tests carried out at the Supplier's facilities, the tests shall be conducted on the notified date in the Buyer's absence. Upon delivery of the test report prepared by the Supplier to the Buyer, the parties shall be deemed to have accepted the accuracy of such report.

**3.5.** If, as a result of the acceptance tests, it is determined that the Product does not comply with the technical and performance criteria specified in the Agreement, the Supplier shall remedy the identified deficiencies and non-conformities ex officio and without delay. Where such deficiencies are material to the functionality of the Product, new acceptance tests shall be carried out upon completion of the corrective actions, at the Buyer's request.

**3.6.** The costs of acceptance tests carried out at the production site shall be borne by the Supplier. The Supplier shall have no liability for travel, transportation, accommodation or similar expenses incurred by the Buyer's representatives and/or authorized employees attending the tests. All expenses relating to representatives/authorized persons appointed by the Buyer shall be borne by the Buyer.

**3.7.** If the existing circumstances clearly indicate that the other party will not be able to duly perform its obligations under the Agreement, either party shall have the right to suspend, in whole or in part, the performance of its own obligations. In such case, the suspending party shall notify the other party in writing without delay of the situation and its reasons. However, such suspension shall in no way constitute a ground for the Buyer to postpone, delay or suspend payments. Even if the work has not been fully completed, the Buyer shall pay the

portion of the price corresponding to the work completed by the Supplier and shall continue to fulfil its payment obligations in accordance with the payment terms and conditions set out in the Agreement.

**3.8.** Unless otherwise expressly provided in these General Conditions and except in cases of gross negligence, neither party shall be liable for any indirect, incidental or consequential damages, including but not limited to loss of production, loss of profit, loss of income, loss of use, loss of contract or loss of reputation, regardless of whether such damages were foreseeable.

**3.9.** Ownership of the Product shall remain with the Supplier until the full Contract Price has been paid by the Buyer in full. The Buyer acknowledges that ownership of the Product has not passed to it prior to full payment.

**3.10.** Upon the Supplier's request, the Buyer shall support the taking of all necessary measures to ensure the validity and protection of the retention of title and shall fulfil all requests of the Supplier in this respect. The retention of title shall in no way affect the transfer of risk to the Buyer upon delivery of the Product; the risk of damage, loss or destruction of the Product shall pass to the Buyer as of the delivery date.

#### **4. Intellectual Property Rights and Liability Arising from Infringement**

**4.1.** All intellectual property rights existing in or related to the Product shall belong to the Supplier or, where applicable, to third parties duly authorized to grant sublicenses in respect of such rights. The Buyer shall obtain a non-exclusive, perpetual and transferable right to use such intellectual property rights solely for the purposes of the Agreement and only to the extent required for such purposes. This right of use shall not include access to the source code of any embedded software or the provision of software updates. The Supplier shall have no obligation to provide the Buyer with the source code of embedded software or any updates thereto.

**4.2.** Unless otherwise expressly agreed in writing by the parties, the provisions of this Article shall continue to apply in full, including in cases where the Product and/or software has been specially developed for the Buyer.

**4.3.** The parties mutually acknowledge that Aktif Elektroteknik, acting as the Supplier, shall bear no liability in the following circumstances within the scope of these General Terms and Conditions:

- Where the contractual Product/Goods is used in different countries and, as a result, becomes subject to regulations under the laws of such countries that may be considered infringing intellectual property rights. In this respect, Aktif Elektroteknik's liability shall be limited solely to the legislation in force within the territory of the Republic of Türkiye, under which no infringement exists in relation to the Products.
- Where the Product is used outside its ordinary scope of use or in unforeseeable manners or circumstances, resulting in an infringement of intellectual property rights.
- Where the Product is used together with software or supporting equipment other than the equipment or software provided by Aktif Elektroteknik under the Agreement, and such use results in an infringement of intellectual property rights.

- Where the Buyer requests the Product to be manufactured in a manner different from that provided by Aktif Elektroteknik, including its design and overall appearance, and such request results in an infringement of third-party intellectual property rights.

In respect of the circumstances listed above, Aktif Elektroteknik shall bear no liability for any damage and/or infringement. The Products supplied by Aktif Elektroteknik do not, in themselves, infringe the intellectual property rights of any third party.

## **5. Confidentiality**

**5.1.** All information shared between the parties, whether orally, in writing, electronically or by any other means, including technical, commercial, financial, operational, administrative, legal and strategic information, as well as any information and data relating to the Product, which by its nature should be considered confidential, is expressly stated to be confidential, or would reasonably be regarded as confidential by a prudent person—such as information, documents, data, designs, drawings, software components, source code, algorithms, know-how, trade secrets, customer information, pricing, processes, methods, analyses, reports and other documentation (collectively, the “Confidential Information”)—shall be treated as confidential and protected in accordance with confidentiality principles.

**5.2.** The parties agree, declare and undertake to use the Confidential Information solely for the purpose of performing the Agreement and only to the extent required for such purpose, and not to use, reproduce or disclose such Confidential Information, directly or indirectly, for any other purpose or to any third party.

**5.3.** The parties shall ensure that the Confidential Information is not used or disclosed without authorization by their employees, consultants, subcontractors or other persons acting on their behalf. In this respect, the parties shall limit access to the Confidential Information on a “need-to-know” basis and shall impose confidentiality obligations on such persons at least equivalent to those set out in this Article.

**5.4.** Any act or consequence arising from the unauthorized use or disclosure of Confidential Information in violation of the provisions of this Agreement shall be the responsibility of the breaching party, and all legal, administrative and financial liability arising from such breach shall rest with the party making the unauthorized disclosure.

## **6. Payment**

**6.1.** Payments shall be made in full and on time in accordance with the payment plan and the agreed due dates set out in the Agreement concluded between the parties. Regardless of the payment method, the Buyer shall be deemed to have fulfilled its payment obligation once the full payment amount has been credited to the Supplier’s bank account.

**6.2.** If the Buyer fails to pay any amount that has become due on the payment date within the agreed term, the Supplier may request payment of such amount together with interest accrued from the date on which the delay begins, calculated by adding such interest to the principal amount. Unless otherwise agreed in the Agreement, the late payment interest shall be

calculated by adding 8 percentage points to the European Central Bank refinancing rate. In addition, a compensation cost equal to 1% of the late payment interest amount shall apply.

**6.3.** If the Buyer fails to make payment by the due date or fails to provide any security it is required to provide by the agreed date, the Supplier shall have the right, upon written notice, to suspend its obligations under the Agreement in whole or in part until the payment or security obligation has been duly fulfilled.

**6.4.** If the Buyer fails to pay its overdue debt within three (3) months, the Supplier may terminate the Agreement in whole or in part by giving written notice. In the event of termination, the Supplier shall be entitled to claim compensation for all damages suffered, including indirect damages arising from the Buyer's default, in addition to late payment interest and compensation costs.

## **7. Defect Liability**

**7.1.** Aktif Elektroteknik shall be obliged to supply the Product agreed under the Agreement, acting as the Supplier, in accordance with the provisions of the Agreement, with due care reasonably expected from it, and in a timely manner in line with the requirements of the work. However, the Supplier shall not be held liable for any defect, fault or responsibility arising from matters requested by the Buyer and provided by Aktif Elektroteknik upon such request. In such cases, no claim may be made that the work has not been duly performed or performed in accordance with the Agreement.

**7.2.** After the Product has been duly delivered to the Buyer by Aktif Elektroteknik, the Supplier shall have no liability for any defect or fault arising from misuse, incomplete or incorrect installation, use contrary to the conditions of use or contrary to explicit instructions, improper maintenance, intervention or repairs.

**7.3.** The Supplier's liability for defects shall be limited to a period of one (1) year from the date of delivery. Such liability shall cover only manufacturing defects relating to the Product and shall not cover cases where the Product is used intensively beyond its specified service life.

**7.4.** If any defect in a part of the Product is remedied by repair or replacement, the Supplier shall be liable for the repaired or replaced part for a period of one (1) year under the same conditions applicable to the Product. With respect to the other parts of the Product, the period specified in Article 7.3 shall be extended only by the period during which the Product could not be used due to the defect.

**7.5.** If the Buyer detects a defect within a reasonable period after delivery of the Product, the Buyer shall promptly notify the Supplier in writing upon detection of the defect, clearly describing the nature, scope and, where possible, the effects of the defect. Such notification shall be made in accordance with the acceptance provisions set out in the Turkish Code of Obligations.

**7.6.** If the Buyer fails to provide written notice of the defect within the specified period, it shall be deemed that no claim has been or will be made in respect of such defect, and the Buyer shall not be entitled to assert any rights, including the right to request remedy of the defect.

**7.7.** If a defect may cause damage to the Product or to the property of third parties, the Buyer shall immediately notify the Supplier in writing, take all necessary measures to prevent the effects of the defect from increasing, and fully comply with the Supplier's instructions. In the absence of timely notification, the Buyer shall be jointly liable for any defects and damages arising from the Product.

**7.8.** Following receipt by the Supplier of the notice given pursuant to Article 7.6, the Supplier shall remedy, without delay and at its own cost, any defects determined to fall within its responsibility. Such remedial actions shall be completed within a reasonable period so as not to cause significant disruption to the Buyer's operations.

**7.9.** The Supplier may choose to remedy the defect at its own facilities or at another location it deems appropriate. If no such choice is made, corrective actions may be carried out at the location of the Product. The decision regarding the place where the defect will be remedied shall belong to the Supplier, which shall make such decision by taking into account the nature of the Product and ensuring maximum technical efficiency and speed.

**7.10.** Where the defect can be remedied by repairing or replacing the defective part, and such part can be easily removed and installed by the Buyer without requiring special technical expertise, the Supplier may request that the defective part be sent to the Supplier or to an address designated by it. In such case, the Supplier shall be deemed to have fulfilled its obligations relating to the defect upon delivery of the repaired or replaced part to the Buyer.

**7.11.** If the Buyer requests repair, the Buyer shall, at its own expense, provide the Supplier with easy and safe access to the Product in accordance with the Supplier's instructions in order to enable the Supplier to carry out the necessary inspection and repair works.

**7.12.** Within the scope of remedying defects for which the Supplier is responsible, transportation costs for sending the Product or the relevant parts to the Supplier and returning them shall be borne by the Supplier. The Buyer agrees to comply with the Supplier's packaging, labeling and shipment instructions.

**7.13.** Any additional costs and expenses arising from the Product being located at a place other than the delivery location specified in the Agreement or the agreed location shall be borne by the Buyer, unless otherwise agreed by the parties in writing.

**7.14.** If, following the Buyer's defect notification, it is determined as a result of inspection that no defect exists for which the Supplier is responsible, the Supplier may request the Buyer to reimburse the reasonable costs incurred for inspection, testing, intervention and other related actions.

**7.15.** Replaced or renewed defective parts shall become the property of the Supplier upon delivery to the Supplier, and all rights of disposal over such parts shall belong to the Supplier.

**7.16.** If the Supplier fails to remedy the defect, the Buyer may grant the Supplier, by written notice, a reasonable final period of not less than one (1) week to fulfil its obligations. If the obligations are not fulfilled within such final period, the Buyer may appoint a third party to remedy the defect. Provided that the corrective work carried out by the third party is

successful, the Supplier shall be deemed to have performed its obligations by reimbursing the reasonable costs incurred by the Buyer as a result of the Supplier's defect.

**7.17.** Except for the cases expressly regulated under this Defect Liability Article, the Supplier shall not be subject to any other defect liability or obligation to compensate damages. The Supplier shall not be liable for indirect damages such as loss of production, loss of profit, loss of use or similar losses.

## **8. Liability for Damages Arising from the Product**

**8.1.** After the Product has been duly delivered by the Supplier, the Supplier shall not be liable for any damage and/or loss that does not arise from manufacturing defects or that occurs without any fault of the Supplier. Likewise, the Supplier shall have no liability for any damage or loss arising from the Buyer's activities. If, within this scope, third parties suffer any damage and any claim is asserted against the Supplier in relation to such damage, and the Supplier assumes liability in this respect, the Buyer shall be obliged to indemnify the Supplier, provide the necessary legal defense, and ensure that the Supplier does not suffer any loss due to such claims.

**8.2.** If any claim is asserted by a third party against either party, the party against whom such claim is asserted shall promptly and without delay notify the other party in writing and inform the other party of the content of the claim.

**8.3.** In judicial or arbitration proceedings conducted due to damages alleged to have arisen from the Product, the parties agree to be heard before the competent court or arbitral tribunal, as applicable.

## **9. Force Majeure**

**9.1.** If an event occurs that is beyond the control of either party, is listed in this Article or is similar in nature and prevents the performance of obligations under the Agreement or renders such performance unreasonably burdensome, the affected party shall have the right to temporarily suspend its obligations under the Agreement for the duration of the force majeure event. Force majeure events shall include, without limitation, industrial disputes, fire, war, large-scale military mobilization, uprising, expropriation/seizure, orders or requests of public authorities, embargoes, restrictions on energy use, currency fluctuations, import/export restrictions, epidemics, natural disasters and extraordinary natural events, acts of terrorism, and delays or deficiencies in deliveries by subcontractors.

**9.2.** For this Article to apply, the force majeure event must not have been foreseeable by the parties at the time the Agreement was concluded and must directly affect the affected party's ability to perform its obligations.

**9.3.** The party claiming to be affected by a force majeure event shall notify the other party in writing without delay of the occurrence and the end of such event. If this notification obligation is not fulfilled, the other party shall be entitled to claim compensation for any additional costs that could have been avoided had timely notice been given.

**9.4.** If the force majeure event prevents the Buyer from performing its obligations, the Supplier may claim compensation from the Buyer for all reasonable costs incurred for the storage, protection and safeguarding of the Product and for preventing unreasonable disruption to the Supplier's operations.

**9.5.** Without prejudice to the other consequences set out in these General Terms and Conditions, if the performance of the obligations under the Agreement remains suspended due to force majeure for a period exceeding six (6) months, either party shall have the right to terminate the Agreement by written notice.

## **10. Delivery of the Product**

**10.1.** Unless otherwise agreed in the Agreement, the provisions of **INCOTERMS®** shall be binding and applicable to delivery, and all matters relating to delivery shall be interpreted in accordance with such rules. If no commercial term is specified, making the Product available to the Buyer at the place of manufacture under **Ex Works (EXW)** terms shall constitute delivery.

**10.2.** If the Product to be supplied by the Supplier is to be delivered to the Buyer at the Buyer's request without charging any additional costs, the Supplier's responsibility shall end upon delivery of the Product to the initial distributor. After this stage, the Supplier shall have no liability for any change of distributor or for any risks that may arise thereafter.

**10.3.** If the parties have agreed on a delivery period instead of a specific delivery date, such period shall commence upon the entry into force of the Agreement and the fulfilment by the Buyer of all preconditions (including completion of required official procedures, payments to be made under the Agreement, provision of securities, and similar requirements).

**10.4.** If the Supplier is unable to complete delivery within the period specified in the Agreement, the Supplier shall notify the Buyer in writing of the newly determined delivery date, set in a reasonable manner, together with the reasons for the delay. The Buyer acknowledges that such newly determined period constitutes a reasonable time required to fulfil the work properly and to ensure that the Product meets the scope and technical requirements specified in the Agreement.

**10.5.** Where a delay in delivery arises from force majeure events (Article 9), any fault or negligence of the Buyer, failure by the Buyer to timely fulfil its obligations relating to securities, permits, approvals or payments, or any other cause or obstacle attributable to the Buyer, the Supplier shall be entitled to unilaterally extend the delivery period to a reasonable extent sufficient to cover all effects of such delay. The additional period foreseen in such cases shall be notified to the Buyer in writing. The Supplier may also make any adjustments it deems necessary, including production planning and/or logistics, to ensure delivery of the Product to the Buyer. The causes of delay listed above may arise before the originally agreed delivery date or after such date, even if the Buyer has already been notified that an extension of the delivery date is required; in all cases, the delivery date shall be deemed automatically extended by the additional period determined by the Supplier upon written notice.

**10.6.** In the event of any delay in delivery, the Buyer's rights shall be limited, subject to the fulfilment of the relevant conditions, to a limited delay compensation and a limited right of

termination. Except for these cases, the Supplier shall not be liable for any damages arising from the delay, including any direct or indirect damages, incidental losses, commercial or operational losses, or loss of profit. Unless it is proven by clear and concrete evidence and a final court decision that the Supplier acted with intent to cause damage to the Buyer, this limitation of liability shall in all cases remain fully valid and binding.

**10.7.** If the Buyer foresees that it will not be able to accept delivery of the Product on the delivery date specified in the Agreement, the Buyer shall promptly notify the Supplier in writing, stating the reasons and the estimated time at which it will be ready to accept delivery. The Buyer's failure to be ready to accept delivery shall not prevent the Supplier from performing delivery in accordance with the Agreement, and the Buyer shall remain obliged to pay the Contract Price that becomes due on the delivery date, even if delivery has not been physically completed. In such case, all costs, risks and responsibilities shall rest with the Buyer, and the Supplier may store the Product in a manner it deems appropriate.

**10.8.** Upon the Buyer's written request, the Product may be insured at the Buyer's expense; all insurance premiums and related costs shall be borne by the Buyer.

**10.9.** Except in cases of force majeure, if the Buyer fails to accept delivery for any reason, the Supplier shall notify the Buyer in writing of a reasonable period determined for delivery. If the Buyer still fails to accept delivery at the end of such period, the Supplier shall have the right to terminate the Agreement in whole or in part, depending on the nature of the circumstances preventing delivery. In the event of termination, the Supplier may claim compensation for all damages arising from the Buyer's failure to accept delivery, as well as any additional costs incurred due to the delay.

**10.10.** Partial delivery shall be permitted only if expressly agreed in writing by the Parties.

## **11. Dispute Resolution and Governing Law**

**11.1.** Any dispute arising out of or in connection with the Agreement shall be finally resolved in accordance with the Istanbul Chamber of Commerce Arbitration Rules by one or more arbitrators appointed in accordance with such rules, or the Istanbul Commercial Courts shall have jurisdiction.

**11.2.** The Agreement shall be governed by the substantive law of the Supplier's country, and the applicable law shall be Turkish law.

## **12. Penalty Clause**

**12.1.** The Buyer undertakes and agrees that any goods, technology and/or services obtained from the Supplier shall not be used, or allowed to be used, for military purposes or for activities prohibited under international law, and shall not be sold, transferred or made available, directly or indirectly, to any entity, country or region in a manner that would violate applicable sanctions, embargoes or export control regulations. In the event of a breach of this provision, the Buyer shall be fully responsible for all consequences, shall indemnify the Supplier, and the Supplier shall be entitled to terminate the Agreement immediately for just cause.

**12.2.** If it is determined that the Buyer has acted in breach of this Article of these General Terms and Conditions, the Buyer agrees to pay to the Supplier, upon the Supplier's first written request and without the need for any notice or court decision, a penalty in the amount of EUR 1,000,000 (one million Euros), immediately and in cash. Payment of the penalty shall not prevent the Supplier from claiming additional compensation for any damages exceeding this amount, and all other legal rights of the Supplier are expressly reserved.

### **13. Sanctions**

**13.1** The Purchaser hereby represents and undertakes that any and all goods, technology and/or services to be supplied by the Supplier shall not be used, including but not limited to nuclear weapons programs, for any military purpose and/or for any activity prohibited under international law; and that such goods, technology or services shall not be transferred, sold, assigned or otherwise made available, whether directly or indirectly, to any country, region, natural person or legal entity, organization or institution subject to sanctions imposed by OFAC, OFSI, FCDO, EEAS, the Council of Europe and EUR-Lex. The Purchaser hereby irrevocably agrees that it shall not, in the future, make any claim or demand against the Supplier in relation to the matters set forth under this article. The Supplier hereby expressly confirms that it shall not accept any claim that may be directed to it within this scope and that it does not undertake any obligation to amend this provision of the General Conditions in the future.

**13.2** In the event that the Purchaser is determined to have acted in breach of this article of the General Conditions, the Purchaser agrees to immediately and in cash pay to the Supplier, upon the Supplier's first written demand, without the need for any prior notice or court decision, a contractual penalty in the amount of EUR 1,000,000 (One million Euros). Payment of the contractual penalty shall not prejudice the Supplier's right to claim compensation for any damages exceeding such amount; all other statutory and contractual rights of the Supplier are expressly reserved.