

**Terms and Conditions of Purchase of ElringKlinger TR Otomotiv Sanayi ve Ticaret A.S. (as of June 2023)**  
Hasanağa OSB Mahallesi, 14. Cadde No:14, 16225 Nilüfer/Bursa

**I. General provisions and applicability**

These Terms and Conditions of Purchase shall apply exclusively to all orders. Any stipulations set forth by a supplier that contradict our Terms and Conditions of Purchase or contravene these standard Terms and Conditions shall not be deemed applicable unless granted explicit written approval. Acceptance of goods or services from a supplier or any payment for such goods or services shall not be deemed to be an agreement of this nature.

**II. Consequences of the contract**

1. All contracts, delivery schedules/estimates, orders, and any subsequent changes or amendments to them must be documented in written form. This stipulation pertaining to written form shall likewise extend to any variances in quality and quantity from the terms specified in our order, as well as to any subsequent amendments made to the contracts. All standards, designs/drawings that we may specify in an order on particular occasions, encompassing tolerances, shall carry obligatory adherence. By accepting an order, the supplier acknowledges that they have reviewed the provided plans to determine the nature and extent of their performance. In the event that the order itself or the documents, designs/drawings, and plans furnished by us exhibit apparent inaccuracies, typographical errors, or mathematical mistakes, we shall not be held liable on these grounds. The supplier is obliged to inform us of such errors. The same applies in the case of incomplete documents or designs/drawings.
2. Orders shall possess binding validity for a duration of 14 days from the date of their receipt by the supplier, provided that they are confirmed in written form by the supplier and are contingent upon a specified delivery date, unless otherwise stipulated in individual cases by mutual agreement.

**III. Delivery and transport**

1. The agreed delivery times and delivery dates shall be binding. The supplier assumes the supply risks of their services, unless otherwise specified in individual cases (e.g. stock limit). Failure to meet the agreed delivery date shall automatically render the supplier in default, without the need for any further notice.
2. In the event that the agreed-upon delivery dates are not met, the legal provisions shall apply. Specifically, if the reasonable grace period proves ineffective, we reserve the right to rescind the contract and pursue compensation in lieu of performance damages.
3. Should the supplier fail to adhere to the stipulated delivery dates, we retain the right, following prior notice, to request a penalty for delayed delivery ranging from 0.5 percent to 5 percent of the order's total value for each week of delay. The penalties shall be offset against the damages for which the suppliers are liable due to delayed delivery.
4. Partial deliveries shall not be permitted unless we have expressly authorised this in writing.
5. The acceptance of a delayed delivery or service without any expressed reservations shall not be construed as a waiver of any claims we may have arising from said delayed delivery or service.
6. Prior to the expiration of the delivery time, we retain the prerogative to decline the acceptance of the goods.
7. Our shipping instructions must be followed. The supplier shall be solely liable for all costs incurred as a result of non-compliance with our shipping instructions.
8. The delivery shall occur at the designated delivery point specified by us, with all associated expenses borne by the supplier. In the rare event that we are required to cover the delivery costs, the supplier must

opt for the mode of delivery designated by us; otherwise, they should select the delivery mode and method that is most advantageous to our interests.

9. The risk shall be transferred if the delivery is accepted by our acceptance office.
10. Packaging is included in the price. If otherwise stipulated in written agreement, the packaging costs shall be billed on a cost basis. The supplier is obliged to use the packaging specified by us, and it is incumbent upon the supplier to ensure that the packaging does not result in any damage to the goods.

**IV. Force majeure**

Inconveniences, governmental actions, and other unforeseeable and inevitable events beyond the control of the respective party shall absolve said party from their contractual obligations for the duration of such events. The affected party shall immediately inform the other party and take the necessary measures to limit the impact of such incidents. Furthermore, the affected party shall promptly inform the other party that the delay causing incident has ceased.

**V. Quality and acceptance**

1. The supplier is responsible for ensuring that their deliveries adhere to the technical data and specifications specified by us, as well as the relevant editions of accident prevention and VDE regulations, applicable legal requirements, and prevailing industry standards.
2. In order to ensure the quality of its deliveries, the supplier shall perform quality tests tailored to the type and volume of the respective delivery.
3. Concerning dimensions, volumes, and quality, the values ascertained during the inspection and quality testing of incoming goods conducted by us shall constitute the authoritative values.
4. The acceptance of any goods shall be contingent upon an inspection, conducted to the best of our ability within the routine course of business, to ascertain the absence of defects in the goods, with particular emphasis on their accuracy and completeness.
5. We shall conduct an examination to verify both the quantity and identity of the goods, while also inspecting them for any apparent damage incurred during transport. Any such defects shall be reported immediately. Any further inspection and notification requirements are excluded from this initial inspection.
6. The supplier is obliged to make all supplier declarations required by law accurately and completely.
7. In the event that we or our customers incur charges from customs authorities due to declarations made by us relying on erroneous supplier-provided information, or if we or our customers experience any other financial losses resulting from such inaccuracies traceable back to the initial origin information supplied by the supplier, the supplier shall be held liable for all associated damages and costs.
8. The supplier bears the responsibility for ensuring compliance with the obligation to communicate specific information as outlined in article 33 of the Regulation on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). This obligation applies to the extent that the supplier manufactures products falling within the purview of the Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH regulation).

**VI. Payment terms**

1. All agreed prices include packaging, transport and other costs.
2. In the absence of a specific agreement, an invoice is deemed payable within a 60-day timeframe from the

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payment date, commencing at both the invoice issuance date and the reception of the goods or the provision of the service. Where early delivery is agreed, the payment period is calculated according to the originally planned delivery date.

3. Payment shall be made subject to verification of the invoice and timely and proper delivery.
4. In the event of any advance payment by us, we shall be entitled to demand a bank guarantee.

#### **VII. Guarantee**

1. The supplier shall ensure that the goods conform to our specifications, including packaging design and labelling. Our order must be executed in a professional and suitable manner, adhering to the most current technological standards.
2. The legal regulations concerning material defects as well as ownership defects shall be applicable hereafter, unless mutually agreed otherwise.
3. Upon the identification of any delivery defect or a defective delivery through standard commercial procedures, the supplier must be promptly informed without delay. In urgent circumstances, we reserve the right to address any defects at the expense of the supplier or to engage a third party for defect rectification. This particularly applies in situations where immediate action is imperative to avert significant risks or substantial damages, rendering it infeasible or unreasonable to provide prior notification to the supplier and establish any, even brief, deadline for their corrective measures. The supplier shall be immediately informed of such a procedure.
4. The guarantee term extends to 48 months from the date of goods delivery (transfer of risk) in cases where we employ the goods in conjunction with our deliveries to manufacturers or suppliers within the automotive industry. Otherwise, the guarantee term is 30 months.
5. Upon delivery, either we or our authorised personnel shall conduct an inspection encompassing the quantity of the goods, the packaging for any signs of damage, alterations, and label imperfections, as well as verifying the conformity of the goods with the specifications outlined in the order form. Unsuitable products shall be returned to the supplier.
6. The responsibility for defects and damage until the date of acceptance of the products shall belong to the supplier. However, it is important to note that our rights to raise objections pertaining to concealed defects remain reserved after delivery.
7. In the event of any ownership defect for which the supplier bears responsibility, the supplier shall be liable for indemnifying any damages arising from third-party claims.
8. In the event of redelivery ("Nachlieferung"), the guarantee term shall restart from the date of such redelivery. In the event of repair ("Nachbesserung") the guarantee term shall restart from the date of fulfilment of the respective repair obligation with regard to the scope of repair. This provision shall not apply where the supplier expressly and justifiably reserves the right to carry out repairs solely for reasons of good faith in order to avoid disputes or to maintain the supply relationship.
9. If, due to a defective delivery or any other defective performance, expenses are incurred, including but not limited to delivery costs, material costs, labour costs, replacement costs, or expenses related to an inspection exceeding the typical scope, these shall be the responsibility of the supplier and shall be reimbursable by the supplier.

#### **VIII. Product liability**

1. If any claims are filed against us under foreign laws, relying on product liability or analogous principles of non-transferable liability, the supplier shall assume liability and compensate us for damages associated with such claims brought by third parties. This liability extends to the extent that the damage was instigated by a defect in the delivered goods, irrespective of whether or not the supplier was at fault. In cases where the injured party's own negligence plays a role in causing the damage, the liability for damages and the amount of compensation owed are contingent upon the specific circumstances, particularly the degree to which the damage is primarily attributable to one party or the other. If the cause of the damage falls within the supplier's area of responsibility, the supplier must prove that it did not act negligently. In instances of such claims, the supplier shall renounce its right to assert the statute of limitations, to the extent that any claim may be pursued against us.
2. In cases referred to in section VIII, paragraph 1, the supplier shall bear all relevant costs and expenses. Beyond this, the legal provisions shall apply.
3. If we and/or our customers are obliged to carry out a recall and/or have to bear the costs of any recall due to goods delivered by the supplier, the supplier shall be obliged to cover or compensate these costs. This shall only apply where the supplier is at fault; the principles referred to in section VIII, paragraph 1 shall apply accordingly. The supplier must be informed immediately of the procedure under section VIII, paragraph 1, or of any allegations.

#### **IX. Ownership rights**

1. The supplier shall deliver the goods free of third-party rights (ownership rights).
2. The supplier shall assume liability for any claims that may arise due to the exercise of such ownership rights and shall reimburse any amounts disbursed accordingly.

#### **X. Services**

Any individual conducting work on our premises as part of a contractual obligation must adhere to the pertinent provisions of the construction works regulations that are applicable to these premises. Liability for any accidents is exempted, except in cases where such liability arises from a deliberate or grossly negligent violation of any duties assumed by our legal representatives or authorised agents.

#### **XI. Industrial property and confidentiality**

1. All commercial and technical information provided and made available by us shall be treated as confidential as far as third parties are concerned, unless it is demonstrably publicly available. We reserve all our rights with regard to such information.
2. We maintain ownership of all drawings, sketches, samples, specifications, internal data, tools, equipment, and any related materials provided to the supplier for the purpose of quoting or fulfilling an order. These must be stored with the level of care and diligence typically exercised by a prudent businessperson, and their use should be exclusively limited to activities associated with our orders. Products manufactured using materials provided by us or on the basis of our confidential information or with our tools or copy tools may not be used by the supplier, or offered or delivered to third parties.

#### **XII. Compliance**

1. Supplier employees undertake to comply with the relevant legal regulations on environmental protection, data protection and occupational safety. Furthermore, the

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supplier commits to adhering to the provisions outlined in the *ElingKlinger Group's Code of Conduct for Suppliers*, as detailed in the version effective at the contract's conclusion (link provided: <https://www.elingklinger.de/en/company/supply-chain-management/sustainable-supplier-management>). The supplier also agrees to apply these provisions in their dealings with their own contractual partners.

2. The supplier acknowledges that we, or third parties designated by us, as well as our customers, or third parties designated by our customers, may conduct compliance audits of suppliers to ensure adherence to obligations stemming from *the code of conduct for suppliers*. These parties also reserve the right to request an examination of the supplier's records for this specific purpose. We reserve the right to make copies if necessary. The audit is restricted to the review of documents pertinent to the fulfilment of contractual obligations and is conducted in strict accordance with data protection regulations, ensuring the safeguarding of confidential business and company-sensitive information. The audit shall be conducted during regular working hours and without prior notice.
3. If the supplier repeatedly violates this article XII or fails to provide evidence that the violation has been remedied to the best extent possible and reasonable measures have been taken to prevent future violations, we reserve the right to withdraw from existing contracts or terminate them without prior notice.

**XIII. Conclusive evidence**

In the event of disputes arising from this contract, it is explicitly agreed by the parties that their commercial books, records, documents, and minutes, maintained in strict compliance with the law, both in terms of their proper opening and closing, shall serve as indisputable evidence.

**XIV. Notifications**

The addresses of the parties as specified in this contract are considered their legal addresses for serving notices. Any changes to these addresses must be communicated in writing to the other party. Notifications made to the address provided in this contract shall be deemed valid for the party failing to inform in writing about address changes.

**XV. Miscellaneous provisions**

1. To have any supplementary agreements be legally effective, the written form is imperative. The invalidity or nullification of any provision shall not affect the validity of the remaining provisions.
2. This contract shall be exclusively governed by Turkish law, with the exception of conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods.
3. The place of performance shall be the location specified in the contract for the delivery of goods or the provision of services.
4. In any disputes arising from the contractual relationship, the jurisdiction shall lie with the Courts and Execution Offices of Bursa.