

**GENERAL TERMS AND CONDITIONS (GTCs) for business customers of
Groz-Beckert Turkey Tekstil Makine Parçaları
Ticaret Limited Şirketi**

- (1) The following general terms and conditions apply only to customers which are a business, i. e. to customers who order or obtain the goods, work or services for a commercial or self-employed commercial activity. These general terms and conditions do not apply to consumers.
- (2) The following general terms and conditions apply to the supply of goods as well as to work services such as in particular installation, repair and maintenance, and to other services such as paid consulting.

A. General terms and conditions.....	1
§ 1 Scope of application	1
§ 2 Conclusion of contract.....	1
§ 3 Scope of supply and performance, performance deadlines	1
§ 4 Prices, costs	2
§ 5 Terms of payment	2
§ 6 Retention of title.....	3
§ 7 Obligations of the customer to cooperate.....	3
§ 8 Liability for defects and general liability.....	3
§ 9 Industrial property rights, tools, models and moulds.....	3
§ 10 Miscellaneous provisions Place of performance, place of jurisdiction, applicable law, data processing, severability clause 3	3
B. Special terms and conditions for the supply of goods .4	4
§ 1 Scope of application	4
§ 2 Scope of services	4
§ 3 Supplementary provisions for the supply of software	4
§ 4 Supplementary warranty provisions for the supply of software	4
C. Special conditions for work services: installations, repairs, maintenance services, customising, software development.....	4
§ 1 Scope of application	4
§ 2 Subject of the contract.....	4
§ 3 Appointment of project managers	4
§ 4 Changes during the execution of the work/ change request management.....	5
§ 5 Acceptance	5
§ 6 Supplementary provisions concerning the development of software	5
§ 7 Supplementary warranty provisions for the supply of software	6

A. General terms and conditions

§ 1 Scope of application

- (1) These general terms and conditions apply to all our areas of operation. The following general terms and conditions apply to the supply of goods as well as to work services such as in particular installation, repair and maintenance, and to other services such as paid consulting.

- (2) Our relationship with the customer is governed exclusively by these general terms and condition which have been negotiated and mutually accepted by the parties. They also apply to all future transactions, as well as to all business contacts with the customer, such as the initiation of contractual negotiations or the initiation of a contract, even if they are not expressly agreed upon or referred to again. The application of the customer's general ordering or purchasing conditions is expressly rejected.
- (3) If, in individual cases, contractual relationships are also established with persons or companies who are not themselves intended to become contracting parties, the limitations of liability in these general terms and conditions will also apply to them, provided that these general terms and conditions were included in the establishment of the contractual relationship with the third parties. This is particularly the case if the third parties were aware or already had knowledge of these general terms and conditions when the contractual relationship was established.
- (4) Acceptance of our services and deliveries by the customer is considered as acknowledgement of the validity of these general terms and conditions.

§ 2 Conclusion of contract

- (1) Unless otherwise agreed, our offers are subject to confirmation and non-binding.
- (2) We are not bound by an order until it has been confirmed by us in writing in the form of an order confirmation, or until we commence with the execution of the order.

§ 3 Scope of supply and performance, performance deadlines

- (1) Our written offer or our order confirmation is definitive in respect of the scope of our supply or service. Additional agreements and amendments require our written confirmation. If our offer or order confirmation is based on information provided by the customer (data, figures, illustrations, drawings, system requirements, etc.), our offer will only be binding if this information is correct. If it becomes apparent after conclusion of the contract that the order cannot be carried out according to the customer's specifications, we will be entitled to withdraw from the contract if and to the extent that the customer is not prepared to accept any alternative solution proposed by us and to assume any additional costs which may actually arise.
- (2) For all supplies and services we will be entitled to partial performance to a reasonable extent. We will have the right to use subcontractors to fulfil our contractual obligations.
- (3) If we become aware of a risk of the customer's inability to meet its obligations we will be entitled to supply goods and services only against advance payment or security. Our right to withdraw from individual contracts already concluded remains unaffected if and insofar as the customer fails to make an advance payment or provide security within a reasonable extension period.

- (4) The delivery and performance period is agreed individually and stated on the order confirmation. If this is not the case, the delivery period will be approximately 4 calendar weeks from the date of our order confirmation. The delivery period will be regarded as having been met if the goods have been dispatched by the end of the period or if notification has been given that the goods are ready for dispatch. The commencement of the delivery period and compliance with delivery dates presupposes that the customer provides any cooperation required of it in a timely and proper manner, that it makes available all documents to be provided and makes any agreed advance payments.
- (5) We will not be in default in the event of force majeure or other exceptional circumstances beyond our control. In particular, we will not be in default in the event of delays in delivery if these are caused by incorrect or late delivery by our suppliers for which we are not responsible. In the event of hindrances of a temporary nature, the delivery or performance deadlines will be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period. Particularly the following shall be deemed as events of force majeure: war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; currency and trade restriction, embargo, sanction; act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; plague, epidemic, natural disaster or extreme natural event; explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; general labour disturbance such as boycott, strike and lock-out, application to Social Security Institution for short-time working allowance/grant, go-slow due to pandemic, occupation of factories and buildings and in such a case our obligations arisen out of the contract may be ceased without compensation.
- (6) If we are contractually obliged to provide advance performance, we may refuse the performance incumbent upon us if, after conclusion of the contract, it becomes apparent that our claim to remuneration may be jeopardised by the customer's inability to make such payment. This is particularly the case if the payment to which we are entitled is at risk due to the customer's poor financial circumstances or if other obstacles to payment are threatened, e.g. export or import bans, war.

§ 4 Prices, costs

- (1) Our prices for supplies of goods are net prices and, unless otherwise agreed in writing, the terms of delivery is addresses of the warehouses (Incoterms 2020).
- (2) For services, the prices refer to the implementation of the service at the agreed place of performance. When the invoice is issued, VAT will be added at its respective statutory rate.
- (3) If a performance period of more than four months has been agreed between the time of confirmation of the order and the performance of the service, we will have the right to a corresponding extent to pass on to the customer any increases in costs which have occurred to us in the meantime due to price increases. The same

will apply if a performance period of less than four months has been agreed, but the performance can only be rendered by us later than four months after confirmation of the order for reasons for which the customer is responsible.

- (4) In the case of work or services to be performed by us the remuneration - even in the case of a previously submitted cost estimate - is always based on a time fee according to the time actually spent, unless flat-rate remuneration has been agreed. The units of time recording and the current hourly rates can be taken from our offer or our order confirmation or, if no hourly rates are stated in the offer or order confirmation, from our currently valid price list.
- (5) Unless agreed otherwise, expenses and travel costs will be invoiced separately. The reimbursement by the customer of travel and accommodation costs will be made on presentation of receipts in copy and deduction of the input tax amounts contained in these receipts, unless otherwise agreed in writing between the parties before the trip is carried out. The current travel and expense rates can be found in our offer or our order confirmation. If no rates are listed there, the currently valid rates can be found in our current price list.

§ 5 Terms of payment

- (1) Unless otherwise contractually agreed, our invoices relating to the supply of goods are payable without deduction within 30 days of the invoice date. Invoice amounts relating to work and services are payable within 15 days of the invoice date without deduction. If we provide our supplies or services in part deliveries, we will have the right to demand a corresponding part of the remuneration for each part delivery.
- (2) The customer is not entitled to make deductions without express agreement.
- (3) If the customer does not pay the invoice amount within the periods stated in 5.1 above, he will be in default of payment and in such a case we have the right to claim default interest from the customer.
- (4) Payment by bill of exchange or accepted bill is only permitted by express agreement. If additional costs are incurred as a result, these are to be borne by the customer.
- (5) Payments are to be made exclusively by the customer. Payment by third parties is inadmissible and will not have the effect of fulfilment of the customer's obligations.
- (6) Cash payments are not accepted by us.
- (7) If we have agreed on instalment payments, the following will apply: if the customer fails to pay two successive instalments which add up to at least 1/10 of the total purchase price, the entire outstanding balance will become due for immediate payment.
- (8) Only undisputed or legally established claims can be offset against our claims for remuneration. The same applies to the exercise of a right of retention. The customer will otherwise only be entitled to exercise a right of retention if it is based on the same contractual relationship.
- (9) The assignment of claims against us by the customer requires our prior consent, which will only be refused for good cause.

§ 6 Obligations of the customer to cooperate

- (1) The customer must support us and our employees to a reasonable, customary extent. If we have to provide project-related work or services by our employees at the customer's company, support at our request may also include the provision of work rooms and workstations with PCs and telephones, the costs of which will be borne by the customer.
- (2) Materials, information and data that we require to perform our services must be made available to us by the customer. Data and data carriers must be technically free of defects. If special legal or operational safety regulations apply at the customer's premises, the customer must inform us of this before we provide our service.
- (3) Instructions from the customer to our employees regarding the concrete form of the performance of services are excluded, unless instructions are necessary in connection with safety requirements and operating regulations in the customer's company. Instructions on individual questions regarding work or services to be provided by us are not to be given to the employees entrusted with the task by us, but to the contact persons named by us for the project. We always decide independently on the necessary measures within the scope of our performance obligations.
- (4) Concrete further obligations to cooperate may result from the annexes to our order confirmation or our offer.

§ 7 Liability for defects and general liability

- (1) The limitation period for claims due to defects in our supplies and services is one year from the start of the delivery. In case of fraudulent concealment of a defect, limitation period of one year shall not be applied.
- (2) The customer is entitled to claim one of the following rights due to defects in the service or goods to be provided by us: If the supplied goods are defective, the customer may:
 - 1. , Notify that he is ready to return the supplied goods and withdraw from the contract.
 - 2. Keep the supplied goods and request a reduction on the purchase price in proportion to the defect.
 - 3. Ask for a free-of-charge rectification, on condition that such rectification does not require excessive costs.
 - 4. Ask for the replacement of supplied goods, if such replacement is possible.
 - 5. Customer's right to demand compensation is reserved.
 - 6. We may choose to replace the supplied goods free-of –charge and also compensate the damages of the customer in order to prevent the customer from exercising the other rights stated above.
 - 7. We will be entitled to carry out the rectification of defects on the customer's premises.
 - 8. We will bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, provided that a defect actually exists.
 - 9. In the case of the supply of goods, the following also applies:
 - If the customer has installed the defective goods into or attached

to another product in accordance with their type and intended use, we will be obliged, within the framework of subsequent performance, to reimburse the customer for the necessary expenses for the removal of the defective goods and the installation or attachment of the repaired or delivered defect-free product. The customer will bear the expenses for rectification of defects or subsequent delivery that arise because the purchased goods have after delivery been taken to a location other than the customer's registered office or business location.

- 10. If the customer's request for the rectification of defects turns out to be unjustified, we can require the customer to reimburse us for the costs incurred.
- (3) The customer's claims for defects, in particular the claims for subsequent performance, withdrawal from the contract, reduction in price and compensation for damages, presuppose that the customer has complied with its legal obligations to inspect and report defects (Turkish Code of Obligation). If a defect is revealed during the inspection or later, these must be reported to us immediately in text form (e.g. letter, fax, e-mail or in the customer portal under <https://my.groz-beckert.com>). The report will be considered immediate if it is made within 10 days of the discovery of the defect, with timely dispatch of the report being sufficient to comply with the deadline. Irrespective of this obligation to inspect and report defects, the customer must report obvious defects (including incorrect and short delivery) as well as obscure defects (defects that can be seen after an inspection) in text form (e.g. letter, fax, e-mail or in the customer portal under <https://my.groz-beckert.com>) within ten days of delivery, in which case timely dispatch of the report is sufficient to meet the deadline. If the customer neglects the proper inspection and/or reporting of defects, our liability for the unreported defect will be excluded. This will not apply if we have fraudulently concealed the defect.

§ 8 Industrial property rights, tools, models and moulds

- (1) If we manufacture according to drawings, models or samples or specifications of the customer, the customer must ensure that industrial property rights of third parties are not infringed by this. Before placing an order with us, the customer is obliged to ascertain whether the products it has ordered infringe the property rights of third parties. In this respect, the customer must indemnify us against any claims by third parties, unless it is not responsible for the infringement of the property rights. If the customer is prohibited from manufacturing or supplying by a third party with reference to an industrial property right belonging to it, we will be entitled, without examining the legal situation, to stop work and demand reimbursement of the costs incurred.
- (2) If we make tools, moulds, models or similar items for the purpose of providing the delivery or service, we will retain title to them. This will also apply if we demand partial remuneration from the customer for such production. If we invoice the customer for such items in full and the customer pays for the manufacture of such items in full, ownership will pass to the customer; we will retain possession of such items as long as we provide services to the customer with these items.

§ 9 Miscellaneous provisions Place of performance, place of jurisdiction, applicable law, data processing, severability

clause

- (3) the place of performance is Istanbul and exclusive place of jurisdiction for all disputes between the parties arising from the contractual relationship will be Istanbul Courts and Enforcement Offices. If any provision in these general terms and conditions or a provision within the framework of other agreements is or becomes invalid, the validity of all other provisions or agreements will not be affected.
- (4) This GTCs is governed by Turkish law.

B. Special terms and conditions for the supply of goods

§ 1 Scope of application

The following special conditions for the supply of goods apply in addition to the general conditions under Section A. for all contracts with the customer for the supply of goods.

§ 2 Scope of services

- (1) Transport insurance for goods to be shipped will only be taken out upon express request. The transport insurance is then taken out in the name and for the account of the customer.
- (2) Our obligations cover the transfer of ownership and surrender of the object of purchase. The assembly, installation or configuration of the object of purchase is not part of the obligation, unless this has been expressly agreed.

§ 3 Supplementary provisions for the supply of software

- (1) Delivery and scope of supply

The software, including programme corrections, is delivered in the form of an object code on a standard data carrier or online as a download from a website. The scope of delivery also includes application documentation. Unless otherwise agreed between the customer and us, the application documentation can be provided at our discretion either as an operating manual or on a data carrier. A transfer of the source code of the software is not part of the obligation.

- (2) Rights of use to the software

- 1. The respective licensing conditions of the software apply to the granting of rights of use to the software.
- 2. Unless otherwise agreed between us and the customer, the customer will receive a simple right of use for the software supplied, unlimited in time. In the absence of other agreements, the right of use entitles the purchaser to use the software on a single PC (single user licence) or to use the software on a machine or server, provided that it is ensured that the use of the software / access to the software per licence is only permitted to one user or the agreed number of users at the same time.
- 3. Further rights, in particular for reproduction beyond the extent required for contractual use, are not granted. With the exception of the right to correct errors, the customer is not entitled to make changes to the software. The right to correction of errors by the customer only applies if the correction of errors was previously refused by us or has failed. The making of a backup copy of the

software by the customer as well as the duplication within the scope of the usual data backup to ensure the intended operation of the software is permitted. The decompilation of the software is permitted.

- 4. For any programme corrections provided the customer is granted the rights of use to which he is entitled for the original programme version.
- 5. Labelling of the software, in particular copyright notices, trademarks, serial numbers or similar may not be removed, changed or made unrecognizable.

§ 4 Supplementary warranty provisions for the supply of software

- (1) We will also meet our obligation to remedy defects by providing updates with an automatic installation routine for download and by offering the customer telephone support to solve any installation problems that may arise.
- (2) If we are not in a position to remedy a defect or make a subsequent delivery free of defects, we will provide the customer with workarounds. Such workarounds will be considered as supplementary performance, provided that they do not lead to a significant impairment of the functionality or processes of the software. Workarounds are temporary solutions to an error or malfunction without interfering with the source code.
- (3) If necessary, in the event of reworking the user documentation will also be adapted.

C. Special conditions for work services: installations, repairs, maintenance services, customising, software development

§ 1 Scope of application

The following special terms and conditions for work services apply in addition to the general terms and conditions under Section A. for all contracts with the customer for the provision of work services, such as in particular the installation of goods and other items, the repair of goods and other items, and the development or customising (i.e. the adaptation of software to the customer's requirements) of software.

§ 2 Subject of the contract

The subject of the contract is the provision of the agreed work services.

§ 3 Appointment of project managers

- (1) Both we and the customer are obliged - in separately agreed cases - to appoint a project manager before the work begins. The measures necessary for the implementation of the project will be agreed between the project managers. The responsibility for the implementation of the work lies with us. The respective project managers must be named in writing to the respective contractual partner within a reasonable period of time after conclusion of the contract.
- (2) The project managers will meet on a regular basis, in project-related agreed periods of time to prepare, make and record any

necessary decisions.

§ 4 Changes during the execution of the work/ change request management

(1) The project managers may agree on changes by mutual consent. The agreements are to be recorded and signed by both project managers. Insofar as no agreements have been made regarding remuneration or other contractual provisions, in particular schedules with regard to the agreed changes, the changes must be implemented within the framework of the contractual terms agreed up to that point.

(2) If the parties fail to reach agreement on changes requested by either party, the following will apply:

Until acceptance the customer is entitled to request us to make changes. The change requests are to be made to us in text form. We will examine the change request. We will accept changes requested by the customer unless they are unreasonable for us within the scope of our operational efficiency. We will inform the customer in writing within 14 days of receipt of the change request whether:

- the change request is accepted and will be carried out under the previous provisions of the contract.
- the change request has an impact on contractual provisions, e.g. price, execution deadlines etc. in this case we will inform the customer of the conditions under which the change can be made. The change will only be implemented if the customer accepts the change on the conditions notified by us within 14 days after receipt of the notification.
- the examination of the change request for feasibility will involve extensive work: In this case we can make the examination of the change request dependent on the customer paying for the work involved. In such a case we will be obliged to inform the customer in writing of the time required and the costs for the examination. The order to carry out an examination will not be deemed to have been placed until the customer has commissioned us in writing to carry out the examination.
- the change request is rejected.

If we do not respond to the change request within 14 days of receipt, the change request will be considered rejected.

(3) In performing the work we observe the generally recognised testing methods as well as the applicable legal regulations. If legal or other regulations change after conclusion of the contract, if new regulations are introduced or if new or changed requirements which affect the contractual performance arise for us, for example from subsequently submitted, amended or new manufacturer documentation, factory standards or risk assessments, and if the customer has informed us of this in good time, we will take these requirements into account as far as possible. Remuneration agreed in service contracts or orders for services will be adjusted at our reasonable discretion). In particular, we will take into account the cost of changed requirements for testing, personnel and / or used or new tools.

§ 5 Acceptance

The work will be handed over after completion. If handover is excluded because of the nature of the work, notification of completion will be given. The work will be ready for acceptance after completion and handover or - if a handover is excluded because of the nature of the work - after notification of completion. The customer must accept the completed work within the agreed period, otherwise within a reasonable period, but at the latest within a period of two weeks after handover or - if handover is excluded according to the type of work - after completion. This period begins with the written notification from us to the customer that the work has been completed. The work will be deemed to have been accepted on expiry of the agreed period for acceptance if the customer neither declares acceptance in writing nor informs us in writing what defects are still to be remedied. We will inform the customer of this legal consequence when notifying the customer that the work has been completed or when handing over the work.

§ 6 Supplementary provisions concerning the development of software

(1) Provision of the software

The software, including programme corrections, is provided in the form of object code on a standard data carrier or online as a download from a website. The scope of delivery also includes application documentation. Unless otherwise agreed between the customer and us, the application documentation can be provided at our discretion either as an operating manual or on a data carrier. A transfer of the source code of the software or a development documentation is not part of the obligation, unless otherwise agreed.

(2) Rights of use to the software

1. Unless otherwise agreed between us and the customer, the customer will receive a simple right of use for the software supplied, unlimited in time. In the absence of other agreements, the right of use entitles the purchaser to use the software on a single PC (single user licence) or to use the software on a machine or server, provided that it is ensured that the use of the software / access to the software per licence is only permitted to one user or the agreed number of users at the same time.

2. Further rights, in particular for reproduction beyond the extent required for contractual use, are not granted. With the exception of the right to correct errors, the customer is not entitled to make changes to the software. The right to correction of errors by the customer only applies if the correction of errors was previously refused by us or has failed. The making of a backup copy of the software by the customer as well as the duplication within the scope of the usual data backup to ensure the intended operation of the software is permitted. The decompilation of the software is permitted.

3. For any programme corrections provided the customer is granted the rights of use to which he is entitled for the original programme version.

4. Labelling of the software, in particular copyright notices, trademarks, serial numbers or similar may not be removed, changed or made unrecognizable.

§ 7 Supplementary warranty provisions for the supply of software

- (1)** We will also meet our obligation to remedy defects by providing updates with an automatic installation routine for download and by offering the customer telephone support to solve any installation problems that may arise.
- (2)** If we are not in a position to remedy a defect or make a subsequent delivery free of defects, we will provide the customer with workarounds. Such workarounds will be considered as supplementary performance, provided that they do not lead to a significant impairment of the functionality or processes of the software. Workarounds are temporary solutions to an error or malfunction without interfering with the source code.
- (3)** If necessary, in the event of reworking the user documentation will also be adapted.

Valid from: June 2020