



GENERAL PURCHASE AGREEMENT

1. PARTIES

BUYER : **KUZU FLEX METAL SAN. TİC. A.Ş.**

Adres: – Bursa Serbest Bölgesi Ata Mah. Gelincik Cad. No:1 GEMLİK - BURSA / TÜRKİYE

Tel : +90 ...

Fax : +90 ...

(Buyer shall be referred to as the "Buyer")

SUPPLIER:

Adres :

Tel :

Fax :

(Supplier shall be referred to as the "Supplier.")

2. CONTRACT SUBJECT

The subject of this agreement is the sale and delivery of the products ordered by the Buyer, in accordance with the terms stated in the order form and the Technical Specification provided by the Buyer (Annex 1). This agreement constitutes a general purchasing contract between the parties and shall apply to all material and service purchases made from the Supplier. In case there are any records in the order form sent by the Buyer that differ from this agreement, such records shall also be considered together with this agreement. This agreement may be updated from time to time, and the current version shall be valid upon the acceptance of both parties and shall be applicable from the date of issuance of the next purchase order.

For service procurement and subcontracting works, in addition to this agreement, the CONTRACT FOR HEALTH, SAFETY, ENVIRONMENT, AND ENERGY IN SERVICE PROCUREMENT shall be signed, and the provisions and conditions thereof shall be applied as an annex to this agreement.

3. CONTRACT DURATION

This agreement shall enter into force on the date of signature. The duration of the contract shall be ONE year, and this Agreement shall automatically terminate as of the date specified, including the conditions stated in Article 14.1 of the Termination of Contract section.

4. SPECIAL PRODUCTS, MOLDS, AND TOOLS

If the product subject to the contract is designed by the Supplier according to the specifications, drawings, plans, instructions, and technical requirements of the Buyer and generally based on the Buyer's "know-how," it shall be referred to as a special product. The Supplier agrees not to produce this special product without the Buyer's request and not to sell it to third parties during the term of the agreement and within 10 years after the termination of the agreement.

The ownership of molds and fixtures procured by the Buyer or the Supplier for special products shall belong to the Buyer, while their possession shall belong to the Supplier. All tooling molds owned by the Buyer must be clearly identified under the name of KUZUFLEX or as per a special request specified by the Buyer. Maintenance and renewal of the tools to meet the specified requirements shall be entirely the financial responsibility of the Supplier. The Buyer shall have the right to take delivery of these tools and molds from the Supplier at any time without any justification.

5. ORDER and PRODUCTION

5.1. Orders to be placed by the Buyer to the Supplier within the scope of this agreement shall be made by the Buyer sending the order form via fax or e-mail. Each order issued by the Buyer must be in writing and include at least the following information:

- Type(s) and brief description code of the product
- Technical drawings and/or Data
- Price
- Quantity
- Delivery Date
- Payment terms
- Shipping method

5.2. Upon receipt of the order form, the Supplier shall immediately confirm receipt of the order form by the same method. If the Supplier does not reject the order form within 2 days, the order shall be deemed accepted. However, if the order form is not confirmed by the Supplier within this 2-day period, the Buyer shall have the right to cancel the order at any time. The Supplier agrees to strictly adhere to the delivery dates and other terms specified in the order form.

Products must be packaged to withstand any impact or external influences during shipment. In this regard, the Supplier may only use environmentally compatible and non-harmful packaging materials that comply with the Buyer's packaging specifications. The Supplier must ensure that the products and packaging materials comply with environmental regulations and are recyclable. At the Buyer's request, the Supplier must provide certificates for all product shipments. If wooden materials are used in shipment, the pallets must be treated and disinfected in accordance with the "International Trade Organizations ISPN 15" standard, and thermal treatment markings must be applied to the pallets. Certificates verifying the thermal treatment of the pallets must be provided to the Buyer if requested.

5.3. The Supplier must deliver the products/materials based on current specifications and drawings. Purchase order numbers and relevant drawing numbers/type descriptions must be clearly indicated on shipping documents, invoices, packing lists, and all correspondence. Material certificates and/or inspection certificates must be prepared for each shipment and a copy sent to the email address laboratuvar@kuzuflex.com.

5.4. Orders cannot be redirected to another supplier or subcontractor by the Supplier without prior written approval from the Buyer. In case such a situation is identified by the Buyer, the contract may be terminated in whole or in part, and the Buyer reserves the right to claim damages.

5.5. Any issues or deficiencies arising at the Supplier's facility must be immediately reported to the Buyer.

6. INVENTORY

Within the framework of the Buyer's inventory management, the quantities of stock to be maintained ready for shipment by the Supplier will be communicated to the Supplier by the Buyer on a product basis and periodically ("Continuous Stock Quantity Table"). Under this Agreement, the Supplier undertakes to maintain stock ready for shipment at all times in the quantities specified by the Buyer. The Buyer may query these stocks at any time. The Supplier acknowledges and undertakes that the quantities in the monthly production plan are in addition to the Continuous Stock Quantity, enabling the Buyer to place orders for delivery within the specified time frame. If there is a shorter lead time for the requested products in the order, the Supplier agrees to provide the Continuous Stock Quantity in the short term and the order quantity exceeding the Continuous Stock Quantity within the delivery period. The Supplier must replenish these stocks to the Continuous Stock Quantity immediately upon fulfilling the orders.

Furthermore, the Buyer shall have priority rights for order requests from third parties that may affect the Supplier's capacity. In this regard, the Supplier shall notify the Buyer of the situation and obtain confirmation from the Buyer before committing to orders from third-party customers.

Except for situations arising from the products not conforming to the Agreement, in the event of termination of this Agreement at any time, the Buyer agrees to purchase the Continuous Stock Quantity from the Supplier. In

consideration of this commitment, the Buyer may claim a penalty of 10% of the Continuous Stock Quantity from the Supplier if the Supplier fails to maintain the Continuous Stock Quantity. The Supplier's production and stocking of quantities exceeding the total of the most recent orders and Continuous Stock Quantity are solely at the discretion and responsibility of the Supplier, and the Buyer is not obliged and/or committed to purchase these quantities.

7. TECHNICAL CHANGES

- 7.1. The Buyer reserves the right to make changes to technical drawings, specifications, and requirements at any time. The Buyer may request technical changes with draft drawings or specifications. After receiving the revised drawings or specifications, the Supplier must respond within one business day by reviewing the revisions and providing a response. The mutual consequences of technical changes, especially regarding production and delivery dates, and any resulting additional or reduced costs, must be evaluated mutually. The Supplier must implement the necessary changes within the required timeframe. If an agreement cannot be reached within a reasonable period, the Buyer has the unilateral right to cancel the order and/or terminate the contract.
- 7.2. The Supplier must immediately inform the Buyer of any changes in the production process or production site, as well as any changes in the raw materials used, whether by the Supplier itself or by subcontractors explicitly accepted in writing by the Buyer. The Supplier must inform the Buyer of any changes it deems necessary or recommends for the contract products. However, the Supplier cannot implement changes without the written approval of the Buyer. Changes cannot be made by the Supplier without the written approval of the Buyer. All expenses arising from such changes shall be borne by the Supplier.

8. COMPETENCE, INSPECTION, AND INFORMATION

The Supplier must have its own quality system in place. Upon the Buyer's request, the Supplier must provide all necessary information and documentation regarding the materials used in production. The Buyer must be informed about any changes, and their approval must be obtained before proceeding with the production process.

Upon the Buyer's request, the Supplier must show the production location, inspection site, and testing location of the procured products to the Buyer. If necessary, the Buyer and its customers can inspect the Supplier's facilities together.

The Supplier must inform the Buyer of any inspections and certification results conducted by third parties and always provide the Buyer with the opportunity to inspect the systems, processes, and products. The Supplier agrees to comply with recognized technical standards, safety instructions, and technical specifications in all shipments. Additionally, the Supplier must perform final checks on materials before each shipment. The equipment used by the Supplier in the final checks and tests must be accredited by certification and testing centers, and the Buyer has the right to request copies of these documents if deemed necessary.

The Supplier must provide relevant risk warnings and usage instructions for the products along with delivery.

Alıcı ve Tedarikçi risklerle ve uygunsuzluklarla ilgili olarak birbirlerine bilgi vermelidirler.

The Buyer and the Supplier must inform each other of any risks and non-conformities and work together to ensure a smooth process.

The Supplier bears all responsibility for the products, including product liability, returns, installation and transportation costs, measurement and sorting costs, and costs associated with recalling motor vehicles. The Supplier must have adequate insurance coverage for these liabilities, and upon the Buyer's request, the Supplier must provide proof of their insurance coverage to the customer.

9. DELIVERY

- 9.1. The agreed delivery time between the Buyer and the Supplier is binding. Unless otherwise specified in the order form for the product, the delivery time for the products from the Supplier to the Buyer shall be 7 working days from the date of dispatch of the order form by the Buyer (if a different period from the delivery time specified in this article or in this agreement is indicated in the order form, such delivery period shall be referred to as the "delivery period"). When special delivery dates are agreed upon, the Supplier must deliver the requested materials on time in accordance with the shipment/delivery schedule specified. As for the delivery of products produced in quantities specified in the order form, changes in the shipment quantity made by the Buyer are always possible.
- 9.2. Unless otherwise notified in writing, the products shall be delivered by the Supplier to the Buyer's factory address ("Delivery Location"). Unless otherwise specified in writing, transportation expenses and liabilities, including loading and unloading, shall be borne by the Supplier. If transportation is undertaken by the Buyer's

company, loading, unless otherwise specified, shall be the responsibility of the Supplier, and transportation and unloading shall be the responsibility of the Buyer.

- 9.3. If the Supplier foresees any difficulties in production, raw material supply, or compliance with the delivery date, or similar circumstances that would prevent the Supplier from making the shipment of the requested quality and on time, the Supplier shall immediately inform the Buyer and indicate the number of days of delay.
- 9.4. If the Supplier fails to meet the delivery time, the Buyer has the right to cancel the delayed order and/or terminate the contract. Even if the Buyer agrees to a shipment date beyond the agreed shipping date, the validity of the Buyer's claim for any compensation (claim) for delayed shipment will not be forfeited.
- 9.5. In addition, in the event of a delay attributable to the Supplier, the Buyer may, without accepting any excuses, impose a delay penalty of 3% of the order quantity for each delayed week, and may offset these amounts against payments to be made to the Supplier unilaterally. This amount may also be offset by discounting from the total invoice amount. In addition, in this case, the Buyer reserves the right to claim compensation for any and all damages incurred and to be incurred due to the expiration of the delivery time.
- 9.6. The Buyer has the right to reject shipments sent before the agreed shipping date. If the Buyer accepts early shipment, the Buyer has the right to request transportation and storage costs from the Supplier.

10. ACCEPTANCE AND SUITABILITY OF THE PRODUCT:

- 10.1. Delivery of the product specified in the order form is made to the Buyer's factory with a delivery note. The delivery of the products by signing this delivery note does not imply acceptance by the Buyer, unless otherwise expressly stated in writing by the Buyer. Open defects in the product (such as deviations from the order form, errors in type and quantity, non-conformity of labels and packaging to the order conditions) shall be notified to the Supplier within 4 days. There is no time limit for notifying the Supplier of hidden defects in the products or defect notifications from consumers. The Supplier agrees, declares, and undertakes to immediately and in cash remedy the damages incurred and to be incurred by the Buyer under this article upon the first request.
- 10.2. The Buyer must immediately return unsuitable products to the Supplier for exchange. The Supplier undertakes to accept the return of products made differently from the Technical Drawings and to immediately make and deliver new products.
- 10.3. Material Certificate: A quality certificate confirming that the materials are of Stainless Steel 303, 304, 316, and 316L quality will also be provided along with the invoice/delivery.
- 10.4. If damage is detected before the Buyer commences production (manufacturing and assembly), the Supplier shall first be given the opportunity to make a selection, and damaged products shall be repaired or replaced with undamaged ones. The Supplier is responsible for covering all expenses arising from corrective processes or the replacement of damaged products. In this case, all expenses (Complaint Costs) arising from transportation, labor, materials, general expenses, disassembly and assembly, selection, and return of damaged products can be taken into account. In urgent situations, the Buyer may inform the Supplier and have the repair of damaged products carried out by a third party, and the cost of the repair process shall be invoiced to the Supplier. Such intervention is entirely made to prevent and mitigate the Buyer's losses and is also made to prevent any compensation claims that may arise.
- 10.5. If the shipment of unsuitable products by the Supplier continues despite warnings from the Buyer, the contract shall be terminated.

11. PRICE, INVOICING, AND PAYMENT:

- 11.1. The prices agreed upon by the parties at the signing date of this Agreement are fixed prices that will be valid throughout the contract period. Packaging expenses are included in the prices. Price changes shall be determined by mutual agreement. Prices for custom design and modified products shall be determined by mutual agreement.
- 11.2. Invoices and all other shipment documents shall be promptly delivered to the Buyer after shipment. Part number, order number, quantity, and price must be specified on the invoice. Invoices lacking necessary information will not be paid.
- 11.3. If there is no separate agreement with the Supplier, payment shall be made according to General Commercial Principles.
- 11.4. Mold fees arising from sample production and serial production are incurred after the Buyer accepts the relevant sample or serial production. A separate agreement is required for testing, trial, and sample production. If samples are rejected and the requested conditions in the specification are not met, the payment

obligation ceases. However, if the Buyer has made advance payment, the Supplier must refund the amount paid and transfer the advance payment to the Buyer's bank account.

- 11.5. Even if shipment is made before the agreed shipment date at the Supplier's request, the payment term shall be valid from the agreed delivery date onwards.

12. WARRANTY PERIOD, PRODUCT RETURNS, AND LIABILITY:

- 12.1. The Supplier guarantees that the shipped products conform to the agreed specifications and should be suitable for their intended purposes or have certain special purposes or specified quality or characteristics. Additionally, the Supplier guarantees that the shipped products comply with the terms and conditions of the Contract, the latest techniques, the laws of the Republic of Turkey, and international agreements. In case extraordinary changes are required in the existing specifications, the Supplier must obtain prior written approval from the Buyer. The Buyer's approval does not absolve the Supplier of its responsibility.
- 12.2. The Supplier warrants the products against all manufacturing defects for a period of ... years from the date of sale to the end consumer and undertakes to meet all claims, including replacement of the product with a similar one, product return, refund, and money return, free of charge. The entire responsibility for the product lies with the Supplier, and the Supplier agrees, declares, and undertakes to immediately and in cash remedy any and all damages arising from the Supplier's defective quality, production stoppages, and damages arising from apparent and latent defects suffered or to be suffered by the Buyer upon the Buyer's first request. The production loss resulting from the discovery of defects during the use of the goods covered by the contract in production shall be reflected back to the Supplier. The parties agree that these damages and compensations shall be recorded in the Buyer's current account as debts and receivables.
- 12.3. If there is a claim for compensation against the Buyer due to damage caused by a product shipped by the Supplier, the Supplier is responsible for relieving the Buyer of liability if the damage is caused by the defective product shipped under the contract.
- 12.4. Before initiating a complete or partial recall of the products shipped under the contract by the Supplier due to an error, the Buyer shall inform the Supplier. In the event of a recall resulting from the shipment of defective products by the Supplier under the contract, the Supplier shall bear all resulting expenses and legal costs or expenses arising from the recall.

13. FORCE MAJEURE

Events such as earthquakes, fires, floods, inundations, and other natural disasters, as well as strikes, lockouts, and other reasons stemming from the workplace, or any official intervention, are considered force majeure events for both parties. In such cases, the contract is considered suspended for both parties. The party affected by force majeure shall immediately notify the other party in writing. In the event of force majeure, the Buyer shall have the right to terminate this Agreement.

14. TERMINATION OF THE CONTRACT

- 14.1. Discussions on the fixed prices and conditions to be valid for the new contract to be signed by the Parties at least 30 days before the end date of the contract determined under the heading "Contract Period" will be initiated. This negotiation period will last an average of 2 business days, and if an agreement is reached by the Parties at least 15 (fifteen) days before the end date of the contract, the term of the Contract will automatically be extended for ONE year; otherwise (if no agreement is reached), the Contract will terminate automatically on the end date.
- 14.2. The Buyer may terminate this Agreement at any time during the term of the Contract by giving written notice of termination at least 10 days in advance. In such a case, the Buyer agrees and undertakes to purchase open orders from the Supplier.
- 14.3. In the event that the Supplier acts in violation of the provisions of this Agreement, upon the Buyer's determination of the nature of the violation, the Buyer may, at its discretion, give the Supplier a reasonable period to remedy the violation or terminate this Agreement immediately and unilaterally without any notification. In this case, all rights to claim compensation and penalty clauses of the Buyer are reserved. The Buyer may record these amounts as debts and receivables in its current account and carry out offsetting transactions.
- 14.4. Additionally, the Buyer has the right to terminate the contract immediately by giving written notice in the following cases:

- In the event of a supplier error detected during the production of the products covered by the contract, which does not comply with the quality standards determined by the Buyer during the inspection;
- Significant changes in ownership or management of the Supplier.

15. CONFIDENTIALITY

- 15.1. The Supplier and the Buyer agree to treat all information and materials learned as a result of the performance of this Agreement, as well as any information and materials transferred to them under this Agreement, as trade secrets and confidential information. They undertake not to disclose, use, allow the use of, publicize, alter, or engage in any other behavior resulting in such actions without the written consent of the other Party.
- 15.2. The Party to whom confidential information is disclosed under the Agreement shall use such information only for matters related to the Agreement and shall reproduce such information only to the extent necessary for the execution of the work covered by the Agreement. Such information shall only be provided to individuals who need to know the confidential information for the execution of the work, and only after these individuals have been informed of the confidentiality obligation specified in the Agreement. The Party receiving the information shall not, except for the obligation to disclose to the relevant authorities under the laws, under any circumstances provide the information to third parties without the written consent of the other Party.
- 15.3. The Party that violates confidentiality undertakes to indemnify the other Party for any and all damages and losses. The confidentiality obligation shall continue even after the termination or expiration of this Agreement.
- 15.4. The signing of this Agreement shall be kept confidential by the Supplier. It may only be used as a reference material after obtaining written consent from the Buyer.

16. OTHER PROVISIONS

- i. The Parties acknowledge, declare, and undertake that the product order forms are integral and inseparable parts of this Agreement.
- ii. The Supplier cannot assign, transfer, or pledge its rights, receivables, and/or obligations arising from or to arise from this Agreement to third parties without the written and explicit consent of the Buyer. Any approval given for such assignment shall not constitute implicit approval for any other assignment. The Buyer may assign and transfer this Agreement to third parties upon notification. The Buyer's failure to exercise its rights under this Agreement or under the law does not constitute a waiver of those rights.
- iii. All taxes, duties, fees, additional transportation charges, and similar expenses arising from this sale shall be borne by the Supplier.
- iv. The addresses written in this Agreement shall be deemed as legal notification addresses for the Parties. Unless otherwise notified within 7 days of any changes to these addresses, notifications made to these addresses shall be deemed validly delivered to the recipient.
- v. In the event of any disputes arising from this Agreement, the Courts and Enforcement Offices of Bursa shall have jurisdiction.

17. CORPORATE SOCIAL RESPONSIBILITY PRINCIPLES

The Supplier should act with respect for humanity and social responsibility as fundamental principles in all its activities.

With this principle in mind, the Supplier's fundamental principles should include:

- i. Avoiding discrimination based on language, religion, race, color, gender, political belief, belief, sect, age, physical disability, or similar reasons among employees within the organization.
- ii. Creating a supportive, positive, and harmonious working environment that prevents conflict situations and enables individuals with different beliefs, thoughts, and opinions to work together harmoniously.
- iii. Contributing to the improvement of the working environment to protect the health of employees, which is the most important factor in leading a quality and successful life.

This Agreement has been signed in duplicate, with one copy given to the Buyer and one copy given to the Supplier.

BUYER:

KUZU FLEX METAL SAN. TİC. A.Ş.

SUPPLIER:

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DATE:

DATE:

APPENDIX-1: TECHNICAL SPECIFICATIONS

APPENDIX-2: PROCUREMENT PRODUCT LIST AND PRICES