

General Terms and Conditions of Business for freely agreed
(=unregulated) services of TÜV SÜD Teknik

Güvenlik ve Kalite Denetim Ticaret Limited Şirketi (hereinafter referred to as "TÜV SÜD"), in particular activities involving testing and inspection, consultancy and expert opinions

1 General; Scope

- 1.1 As set out in its articles of association, TÜV SÜD offers in particular expert opinions, inspections and audits, measurements/laboratory services, consulting/concept planning and customized training courses, and develops services and related products in the field of new technologies (hereinafter referred to as "Services").
- 1.2 TÜV SÜD mainly provides Services for entrepreneurs (Articles 12 and 16 of the Turkish Commercial Code ("TCC")), legal entities under public law and private funds under public law. Therefore, these General Terms and Conditions of Business (hereinafter referred to as "GTC") are, as a rule, intended for transactions with these groups of persons and apply to all business relationships between TÜV SÜD and such customers. Notwithstanding the foregoing, these provisions also apply to business relationships between TÜV SÜD and consumers (Article 3 of the Law on Consumer Protection (Law No. 6502)). In this case, however, the GTC shall apply subject to the following provisions:
- Contrary to the provisions of Article 3.1, the delivery and completion periods declared by TÜV SÜD are binding.
 - Article 6.7 shall not apply.
 - Article 10.1 shall not apply.
 - Article 10.2 shall not apply.
- 1.3 Additional terms and conditions may apply to services offered through TÜV SÜD's online shop or through another TÜV SÜD group company. These GTC shall apply exclusively. Any general terms and conditions of the customer that deviate from, contradict or supplement these GTC shall only become part of the contract if and to the extent that TÜV SÜD expressly consents to their application. This condition of consent shall apply in all cases, even if, for example, TÜV SÜD provides the Services to the Customer without reservation despite TÜV SÜD's knowledge of the Customer's general terms and conditions of business.
- 1.4 Individual agreements (including ancillary agreements, supplements and amendments) concluded with the Customer specific to a particular case take precedence over these GTC.

2 Performance of the Contract

- 2.1 Unless otherwise agreed, the Services shall be performed in accordance with the written legal rules applicable at the time the contract comes into force. TÜV SÜD shall be entitled to exercise its discretion to decide on the type or method of examination or evaluation in a reasonable manner, provided that no written agreement contradicting this has been concluded or that no special course of action is required by mandatory rules of law. Unless expressly agreed otherwise in writing, no liability shall be assumed for the correctness of the safety programs and safety regulations on which the tests and inspections are based.
- 2.2 TÜV SÜD is entitled to use subcontractors for the implementation of the order.
- 2.3 The scope of the contractual activities to be performed by TÜV SÜD shall be determined in writing upon placement of the order. Should any extensions or other changes to the originally agreed order be necessary for the proper performance of the contract, these must be agreed separately in advance and in writing.

3 Periods, Default, Impossibility of Performance

- 3.1 Any delivery or completion period declared by TÜV SÜD shall only be binding if such period has been expressly agreed in writing.
- 3.2 In the event of delayed performance, if TÜV SÜD's customer gives a reasonable additional period of time within which performance is to take place and TÜV SÜD fails to comply with this new period or cannot demonstrate conclusively that performance is no longer possible, the customer shall be entitled to withdraw from the contract and - if TÜV SÜD is at fault - to demand compensation for damages in lieu of performance. Articles 112 et seq. and 475 et seq. of the Turkish Code of Obligations are reserved.

4 Warranty

- 4.1 The warranty given by TÜV SÜD covers only those Services for which TÜV SÜD has been expressly authorized according to Article 2.1 or Article 2.3. Therefore, warranties regarding the good condition and proper functioning of the facilities to which the inspected or tested parts belong are excluded. In particular, TÜV SÜD shall assume no liability for the design, materials and construction of the inspected facilities, unless these are expressly included in the contract. Even if these issues are expressly included in the contract, the legal liability of the manufacturer and the warranty provided by it shall neither be limited nor assumed.
- 4.2 Any warranty given by TÜV SÜD shall be limited primarily to additional performance to be completed within a reasonable time. In the event of non-fulfillment of such additional performance, e.g. if it is impossible or unacceptable for the customer or has been unjustifiably refused or delayed by TÜV SÜD, the customer shall be entitled, at its sole discretion, either to a reduction in the price or to withdraw from the contract.

5 Liability

- 5.1 Unless otherwise regulated by these GTC, including the following provisions, TÜV SÜD shall be liable for breach of its obligations in accordance with the statutory provisions.
- 5.2 In cases of intent or gross negligence, TÜV SÜD shall be liable for damages in the context of fault-based liability, regardless of the legal basis. In cases of ordinary negligence, TÜV SÜD shall only be liable for (i) damages resulting from injury to life, body or health, subject to a lesser standard of liability provided by law (e.g. due care in one's own affairs), (ii) damages resulting from a non-trivial breach of a material contractual obligation (an obligation the fulfillment of which, in the first place, makes the proper performance of the contract possible and on the fulfillment of which the other party to the contract generally relies and may rely); in the latter case, TÜV SÜD's liability shall be limited to compensation for damages which were foreseeable

and typical at the time the contract was concluded and shall in any event not exceed 100% of the contract price.

- 5.3 The limitation of liability pursuant to Article 5.1 and Article 5.2 shall also apply to any breach of legal obligations by or for the benefit of persons for whose fault TÜV SÜD is liable under statutory provisions and to any personal liability of TÜV SÜD's executive bodies, experts and other employees.

- 5.4 Where compensation for damages arising from the handling, and in particular the transport, of radioactive substances under a license issued in the name of TÜV SÜD for the performance of the relevant activities outside nuclear power plants is claimed under nuclear energy legislation, TÜV SÜD shall only be liable up to the amount officially insured in each case of damage. Any claims for damages based on other statutory provisions shall be subject to the provisions of Articles 5.1 to 5.3.

- 5.5 Any person asserting a claim under this contract shall inform TÜV SÜD without delay and in writing of any potential damages for which TÜV SÜD may be liable.

6 Terms of Payment, Prices

- 6.1 Unless a fixed price or other basis of calculation has been expressly agreed, the Services shall be invoiced at the prices prevailing at the time of performance.

- 6.2 Reasonable advances may be requested and/or invoices may be issued for Services already performed. Partial invoices need not be marked as such. Receipt of an invoice does not mean that the order has been invoiced in its entirety by TÜV SÜD.

- 6.3 Unless otherwise agreed, the invoiced fee in accordance with Article 6.2 and/or the final invoice after acceptance of the work shall be due and payable [30] days after receipt of the invoice. In the event of default in payment by the customer, TÜV SÜD shall be entitled to charge interest of 15% per annum on the unpaid invoice amount. The customer shall be in default of payment upon receipt of a reminder notice (or official notice) or at the latest [30] days after receipt of the invoice. If a certain period has been agreed for payment, the customer shall be in default of payment upon the expiration of such period. Articles 117 et seq. of the Turkish Code of Obligations are reserved.

- 6.4 Fees are subject to value added tax at the applicable statutory rate. The amount of value added tax shall be shown separately on the invoice.

- 6.5 Any objection to the invoice must be made in writing to TÜV SÜD within an objection period of 8 days after receipt of the invoice, stating the reasons for the objection.

- 6.6 In the event of a short-term cancellation or postponement of the inspection date six weeks before the scheduled inspection date, TÜV SÜD reserves the right to claim from the customer any additional costs incurred due to such postponement/cancellation of the inspection date.

- 6.7 In the event that the customer terminates the contract before the expiry of the term of the contract for reasons that are not under the responsibility of TÜV SÜD, TÜV SÜD reserves the right to request the invoicing of 15% of the remaining contract price. TÜV SÜD reserves the right to demand 100% of the remaining contract price if the contract is terminated exactly on the scheduled inspection date, 70% of the remaining contract price if the contract is terminated two weeks or less before the scheduled inspection date, and 30% of the remaining contract price if the contract is terminated between 2 months and 2 weeks before the scheduled inspection date. TÜV SÜD reserves the right to claim damages in excess of the amounts stated above.

7 Force Majeure

If either party is unable to perform its obligations to the other party in whole or in part or in a timely manner due to an unusual and unforeseeable circumstance beyond its control (force majeure event), the affected obligations of the party relying on the force majeure event shall be suspended for as long as the force majeure event and its consequences persist; all obligations of the other party to provide counter-performance shall cease during this period. In this context, the claims of the other party, in particular claims for damages, shall not arise. However, the party invoking force majeure is obliged to inform the other party without delay in writing of the circumstances, the suspended performance obligations and the expected period of suspension of the performance obligations. The same applies where the party invoking force majeure understands with reasonable diligence that, while the performance obligations are suspended, the expected period of suspension of the performance obligations that it notified will change significantly. If the force majeure event persists for more than six months from the date of the first notification to the other party, both parties shall be entitled to rescind the contract. The right of rescission is replaced by the right of termination in continuous obligations. Suspension of a payment obligation cannot be based on force majeure - except in cases defined by law or where the payment obligation in question constitutes a counter performance within the meaning of sentence 1. Article 119 of the Turkish Code of Obligations is reserved.

8 Export Controls and Embargoes

- 8.1 TÜV SÜD shall be under no obligation to provide the Services in a timely manner if and during the period in question, the provision of the Services would result in a breach of export control and embargo restrictions. In such a case, TÜV SÜD shall inform the Customer in writing without delay that the Services may not be provided (impediment to performance).

- 8.2 In the event that TÜV SÜD is prevented from providing the Services in a timely manner due to the requirement to obtain certain permits or licenses or to carry out certain other official procedures under restrictions imposed pursuant to export control and embargo legislation, the binding delivery and completion periods agreed upon by TÜV SÜD and the Customer shall be sufficiently extended for the period of delay caused thereby. In such a case, TÜV SÜD shall promptly inform the Customer in writing of the delay.

- 8.3 Either party shall be entitled to rescind the contract if the impediment to performance pursuant to Article 8.1 or the delay pursuant to Article 8.2 lasts longer than six months from the date of the first notification by TÜV SÜD to the Customer. For contracts with continuous performance, either party has the right to terminate the contract. The Customer cannot make any additional claims based on Article 8.1 and Article 8.2, including but not limited to claims for damages.
- 8.4 The Customer is obliged to comply with the restrictions of the export control and embargo legislation applicable and in force when utilizing or transferring the Services provided by TÜV SÜD. The Customer is obliged to obtain any permits or licenses that may be required from the competent authorities, if necessary. TÜV SÜD shall be entitled to rescind the contract in the event of breach of export control and embargo restrictions by the Customer. In case of contracts with continuous performance, TÜV SÜD is entitled to terminate the contract instead.
- 8.5 The Customer is obliged to provide TÜV SÜD without delay with any information regarding the intended use, end recipient and end use of the services to be provided by TÜV SÜD, including, without limitation, the obligation to issue or provide so-called end user certificates (EUCs) to the extent requested.
- 8.6 The Customer undertakes to fully indemnify TÜV SÜD against any and all claims that may be asserted against TÜV SÜD by the authorities or other third parties due to any willful or negligent breach of export control and embargo restrictions by the Customer, and any and all damages and losses incurred and resulting costs.
- 9 Confidentiality, Copyright, Data Protection**
- 9.1 TÜV SÜD shall have the right to copy and file any written documents submitted for review and which are important for the fulfillment of the order.
- 9.2 In the event that expert opinions, test results, calculations and other documents or

work products protected by copyright (hereinafter referred to as "Work"), including those prepared in electronic format or in draft form, are prepared as part of the performance of the contract, TÜV SÜD shall grant the customer a simple non-transferable and non-sublicensable right of use, if necessary for the purpose of the contract. No other rights may be granted or transferred. The Customer may only use any such Work in its entirety and in another unaltered form and only for contractual purposes. In particular, any publication or reproduction for marketing purposes shall require TÜV SÜD's prior written consent.

9.3 TÜV SÜD cannot disclose or make unauthorized use of any business secrets or trade secrets of which it becomes aware in the course of fulfilling the order.

9.4 TÜV SÜD may process the personal data of the customer for the proper fulfillment of the order and otherwise only for permitted purposes. TÜV SÜD also uses automated data processing systems for this purpose. When processing data, TÜV SÜD complies with all applicable data protection requirements.

10 Jurisdiction, Court, Place of Performance, Applicable Law

10.1 Istanbul Courts and Enforcement Offices shall be authorized in connection with all disputes arising out of this contract.

10.2 The place of performance of any obligation arising out of this contract shall be the place of TÜV SÜD's registered office.

10.3 This contractual relationship and all legal relations arising out of it shall be governed by and construed in accordance with the law of the Republic of Turkey, excluding its conflict of law provisions and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG), which shall be expressly excluded.