

General Terms and Conditions of Purchase of Egesil Kimya Sanayi ve Ticaret A.Ş.
(Version of March 2018)

1. Scope

Unless otherwise agreed in writing, these General Terms and Conditions of Purchase shall apply exclusively to this and all future purchase orders/contracts with the contractor (the "Contractor") which are not rejected by Contractor. Egesil shall not be bound by conflicting or additional terms and conditions of the Contractor, even if Egesil has not expressly rejected them or have accepted delivery unconditionally.

2. Purchase Order/Contract; Offer

2.1 Any oral side agreements relating to the purchase order/contract must be made in writing.

2.2 In the event of good cause affecting any continuing obligation under the contract or if insolvency proceedings have been commenced in relation to the Contractor's assets, and the Contractor has not yet performed or not yet fully performed the contract, Egesil shall, relying on the alternative remedies granted by the applicable law, be entitled to retract, rescind the contract or, terminate the contract with good cause.

2.3 Quotes from the Contractor shall be free of charge in any event; and cost estimates will be paid only in accordance with a written agreement.

3. Correspondence

In all correspondence, the Contractor shall indicate the purchase order number, the date of the purchase order/contract and the material name and/or material number specified by Egesil.

4. Quality Management

The Contractor shall maintain a quality management system, for example pursuant to DIN ISO 9001 and/or DIN ISO 14001 and the like. Egesil is entitled to review the Contractor's system by way of audits subject to coordination of the same with the Contractor. In relation to any purchase of energy-related services or goods, the audit shall to a certain extent be based on the energy-related performance of such services or goods.

5. Compliance

5.1 Within the scope of the legislation, in addition to any and all provisions of law in force, Egesil also refers to and includes the compliance documents titled "Code of Conduct", "Global Social Policy" and "Our values for the Environment, Safety, Health and Quality" of Evonik group, which apply exclusively to Egesil and its subsidiaries and which are available at <http://www.evonik.com/responsibility>. Egesil further refers to and includes the "Evonik Code of Conduct for Suppliers" which sets out corresponding standards for our suppliers and which is also available at <http://www.evonik.com/responsibility>. The Contractor shall observe all legal provisions to which Purchase Order/Contract is subject to, the internationally recognized minimum standards of the UN Global Compact and the international labour standards of the International Labour Organization (ILO).

5.2 The Contractor shall also comply with all anti-corruption laws in force, applicable to the contractual relationship between the Contractor and Egesil. Without prejudice to any other rights or remedies available to Egesil, any breach of the first sentence of this section 5.2 in connection with the contractual relationship between Contractor and Egesil is deemed to be a breach of contract which shall entitle us to terminate the contract for cause.

6. Subcontractors

In case the Contractor deems necessary, to appoint subcontractors, then the Contractor shall require Egesil's prior written consent. The Contractor shall subject the subcontractors to the same obligations as those owed to Egesil hereunder and furthermore shall ensure compliance with such obligations by its subcontractors.

7. Transport

7.1 The Contractor shall take note of the shipping address specified in the purchase order/contract. The transportation/shipping shall comply with the tariff, transportation and packaging regulations in respect of the applicable mode of transport, for example, railway, road transportation, shipping, air transportation, etc.

7.2 In addition to the shipping address, the purchase order information (namely, the purchase order number, purchase order date, place of delivery, the name of the recipient (if applicable) and the material name and/or material number specified by us) shall always be included in the transportation documentation. If subcontractors are appointed, they shall identify in all correspondence and freight documents the Contractor as their customer as well as the abovementioned purchase order information.

7.3 Load units from 1 ton onwards shall be labelled with the unit load weight in a clearly visible and indelible manner.

7.4 The Contractor is entitled to provide partial delivery/performance only with Egesil's express approval.

8. Information on Hazardous Materials; Product Information

8.1 The goods to be delivered shall be labelled in accordance with the provisions of the applicable law, Hazardous Materials Ordinance and the EC/EU Directives for Hazardous Materials/Preparations.

8.2 The Contractor shall, prior to delivery and in a timely manner, provide Egesil with all necessary product information especially those with respect to product composition and shelf life/service life, for example, safety data sheets, processing advice, labelling regulations, assembly instructions, workers' protection measures, etc., including any amendments of the foregoing.

8.3 The Contractor shall ensure that the goods to be delivered shall not contain any gold, tin, tantalum, tungsten or combinations of the abovementioned materials originating from the Democratic Republic of Congo or its neighbouring states. The Contractor shall, upon our request, provide Egesil with information on the origin of the abovementioned materials and/or combinations of the same.

8.4 The Contractor shall provide Egesil with a notification of the non-preferential or preferential origin of the goods to be delivered within a period of fourteen (14) days as of our request for the same, using the form provided by Egesil. Furthermore, the Contractor shall notify Egesil immediately in writing of any changes to the non-preferential or preferential origin of the goods. For goods which can receive a preferential treatment in the importing country or for which proof of origin is required in the importing country owing to different local import regulations, the Contractor shall enclose the relevant proof of origin with the delivery in question.

9. Delay

9.1 The date of delivery/performance specified by us in the purchase order/contract is binding. The Contractor shall inform Egesil without undue delay and in writing in the event it appears that it may not be able to perform its obligations within the agreed time period. In the event of delay, Egesil shall be entitled to all its statutory rights.

9.2 The Contractor may claim in its defense that documents or information required from us have not been provided, only if it has not received such documents or information within a reasonable period despite having sent us a reminder.

9.3 Subject to the terms and conditions which the applicable law provides, Egesil may claim any contractually agreed penalty and any other claim due to delay.

10. Performance Certificates and Acceptance

Any performance certificates to be provided for under the contract as well as the acceptance of the goods or services shall be free of charge and recorded by both parties in writing.

11. Weight / Volume

Without prejudice to any claim that Egesil may have, in the event of any discrepancy in the weight of the goods, the weight established by Egesil upon the inspection of incoming goods shall prevail unless the Contractor proves that the weight determined by him at the time of passing of the risk in the goods was measured correctly in accordance with a generally accepted method of determination. This clause applies as well to the determination of the volume of the goods.

12. Invoices and Payment

12.1 Invoices shall comply with the applicable statutory requirements. The invoice shall include the purchase order number. Statutory sales tax shall be shown separately on the invoice. Invoices shall be sent separately to the invoice address stated on the purchase order/contract, unless they are electronically issued.

12.2 Unless otherwise agreed by the Parties, the payment period shall commence upon the expiration of the 90 days, -or if another period is agreed upon the expiration of so agreed period- following the date of invoice.. Payment shall not constitute acceptance of goods or services.

13. Notification of Defects

The inspection of the incoming goods to be performed by Egesil after the delivery is only for the purpose of identifying obvious external (transportation) damage and obvious external deviations in terms of identity and quantity. Egesil will send notification of such defects in the way and within the time limits provided by the applicable law. In the case the detection of a latent defect, the notification of such latent defects shall be made again in the way and within the time limits provided by the applicable law.

14. Claims for Defects, Liability of Contractor, Statute of Limitations

14.1 The Contractor warrants that the goods delivered and the services provided comply with the individually guaranteed characteristics and the contractually agreed quality, are suitable for the contractually required use, that its value or fitness for the contractually required purpose is not adversely affected, that it is state of the art as well as that it complies with the current statutory and regulatory rules and regulations.

14.2 If the delivery of the goods/performance of the service does not comply with section 14.1 above or is defective in any other way, Egesil may at its option, demand, in particular, in addition to any of our other statutory rights, the prompt and free of charge replacement of defective goods or rectification of the defects. In particular, the Contractor shall also compensate Egesil in such case for all costs and expenses incurred directly or indirectly by Egesil in connection with the replacement or rectification. In urgent cases, or if the Contractor is in default of his replacement/rectification obligations, Egesil is entitled to promptly remedy the defect itself or through a third party at the Contractor's expense. If the Contractor has given a guarantee for the quality or durability of the delivery/service, notwithstanding the above, Egesil may also assert its rights under the guarantee.

- 14.3 The Contractor shall be liable for legal defects in accordance with statutory regulations; in particular, it shall ensure that the delivery of the goods/performance of the services or its contractually agreed use does not infringe third-party patents or other intellectual property rights in the agreed country of delivery/performance. If a claim is asserted against Egesil as a result of such infringement, the Contractor shall, at Egesil's first written request, release Egesil and hold Egesil harmless from all claims (including all legal costs) that Egesil may incur as a result of or in connection with such third-party claims. Egesil may not enter into any agreement with the third party which adversely affects the Contractor without the Contractor's consent.
- 14.4 In all other respects, the Contractor's liability shall be determined by the statutory provisions. Upon our first request, the Contractor shall release us and hold us harmless from third-party claims for compensation if the defect causing the liability claim is caused by and is the responsibility of the Contractor or its suppliers.
- 14.5 Notwithstanding any Contractor's intellectual property rights, Egesil or third parties commissioned by Egesil shall have the right to service and repair the delivered goods.
- 14.6 The statutory and/or contractually agreed claims and rights relating to defects and defects in title will become statute-barred in accordance with statutory regulations.
- 15. Insurance**
- 15.1 The Contractor shall maintain liability insurance on terms customary to the industry for the duration of the contract, including the guarantee and warranty period. The Contractor shall provide documentation of its insurance coverage upon request;
- 15.2 Egesil shall maintain transportation insurance when and if the agreed purchase terms, statutory provision, commercial practice and custom so require. Otherwise, the same to be performed and maintained by the Contractor. Any premium shall be borne by the Party to maintain such insurance..
- 16. Information**
- All information, including drawings and other materials which Egesil requires for assembling, operating, servicing, or repairing the goods or services delivered to Egesil, shall be provided to Egesil by the Contractor in a timely manner, without us having to request for it and without charge. Egesil's rights under the applicable law remain unaffected.
- 17. Entering the Plant/Site**
- When entering Egesil's plant site/construction site, the instructions of Egesil's personnel shall be complied with. Further, the Contractor shall familiarize itself and comply with the respective site regulations (for example, safety regulations).
- 18. Liability**
- Regardless of the legal basis, Egesil, Egesil's legal representatives and employees will be liable only for gross negligence and intent. Additionally, referring to the provision in Article 116-2 in Turkish Code of Obligations, Egesil, shall not be liable and responsible for the acts of the auxiliary persons.
- 19. Waste Disposal**
- To the extent that the Contractor's delivery of goods/performance of services generates waste as defined under applicable waste management laws, it shall recycle or remove such waste, subject to any written agreement to the contrary, at its own expense and in accordance with such waste management laws. Title to, risk in, and the responsibility for the waste shall pass to the Contractor upon the generation of waste. If such recycling or removal are not permitted by the local authorities to be done by the Contractor, then the same may be performed by Egesil, upon which the costs and expenses thereof shall be invoiced to the Contractor.
- 20. Confidentiality and Data Protection**
- The Contractor undertakes to keep confidential any information, knowledge and materials, for example, technical and other data, personal data, measured values, techniques, business experience, business secrets, know-how, drawings and other documentation (hereinafter known as "INFORMATION") received from Egesil or disclosed in any other way by Egesil or another company of Egesil group, not to disclose such INFORMATION to third parties and use it for the purpose of executing the respective purchase order/contract only. The Contractor undertakes to return all INFORMATION delivered to him in a tangible form such as documents, samples, specimens, or the like without undue delay upon our request and without retaining any copies or notes. Further, it shall delete its own notes, compilations and evaluations containing INFORMATION without undue delay upon our request and shall confirm this to Egesil in writing. Egesil shall retain ownership and copyright to all INFORMATION. The Contractor shall comply with all applicable data protection laws and regulations. The Contractor shall inform its employees of the applicable data protection laws and policies and impose confidentiality obligations on them. At Egesil's request, the Contractor shall provide Egesil with the relevant statements of compliance.
- 21. Planning documents**
- Any drawings or drafts etc. prepared by the Contractor pursuant to Egesil's requests shall become Egesil's property without Egesil being additionally charged for it, regardless of whether they remain in the possession of the Contractor. Any statements made by the Contractor to the contrary or otherwise not in compliance with the aforesaid, for example, printed on the documents handed over to Egesil, shall not be binding.
- 22. Advertising Materials**
- The Contractor may refer to the business relationship existing between Egesil in his informational and advertising materials only with Egesil's express prior written consent.
- 23. Prohibition of Assignment**
- Assignments of the Purchase Orders/ Contracts and any of its rights thereunder by the Contractor to any third party shall be valid only upon Egesil's prior written consent.
- 24. Trade Terms**
- Insofar as any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS®), they shall be interpreted and apply in accordance with INCOTERMS® 2010.
- 25. Place of Jurisdiction and Applicable Law**
- 25.1 Place of jurisdiction for any lawsuit, legal and execution proceedings is Istanbul Çağlayan Courts and Enforcement Offices in Turkey and all issues relating thereto shall be determined in accordance with the Turkish Code of Civil Procedure.
- 25.2 The contract and the legal relationship between the Contractor and Egesil shall be governed by the substantive laws of the Republic of Turkey. The United Nations Convention on Contracts and the International Sale of Goods (CISG) of April 11, 1980 shall not apply.