

General conditions of purchase 3M Inovasyon Sanayi ve Ticaret Ltd. Sti.

Upon your request a copy will be send to you immediately free of charge.

## 1. Validity

The following Terms and Conditions of Purchase (hereinafter 3M) apply to all transactions between 3M Inovasyon Sanayi ve Ticaret Ltd. Sti. as the purchaser and the supplier.

By accepting the purchase order the supplier accepts the following terms and conditions. Deviating conditions or confirmations apply only as accepted with the express written permission of 3M. These conditions may be amended or supplemented at any time by 3M.

## 2. Prices and Ordering

2.1. The contract prices or offered prices are fixed prices, VAT not included. All other costs such as packaging, transportation, cargo insurance, customs duties and other taxes and fees are included in the fixed price.

2.2. Orders are only binding if they are made in writing and contain a purchase order number. If the purchase order is not rejected by the supplier within 5 working days in writing, it will be deemed accepted.

## 3. Subcontracting

3.1. This order or any part thereof must not be sub-contracted or assigned to third parties without 3M's upfront written consent.

3.2 Where consent to sub-contract is given, the supplier shall be liable for any acts and omissions of the sub-contractors as its own.

## 4. Materials provided by 3M

Materials provided by 3M remain the property of 3M and it is to be marked as 3M-owned and stored separately until production. The supplier must ensure that no improper use is made of the materials and insure it against fire or water damage and theft and use economically. When an order is to be executed according to drawing, the drawing is leading, any sample can only act as illustration of the drawing.

## 5. Lead-time, delays

The lead-time agreed with the supplier is binding (Due Date). The delivery date corresponds to the date when the goods arrive at the designated delivery address. As soon as circumstances become evident that make a timely delivery impossible, the supplier is obliged to inform 3M immediately in writing, stating details and reasons of the delay and refer to the 3M purchase order number. 3M can without setting a deadline insist on fulfilment or cancel the order. The legal compensation claims and rights are reserved by 3M.

## 6. Packaging, shipping, transportation

6.1. The supplier is obliged to comply with 3M packaging requirements, unless otherwise agreed. Furthermore, the principle applies that goods must be protected from damage during transport and storage, and labelled with contents.

6.2. Shipping documents: Each shipment must be accompanied by a delivery note. The delivery note, as well as the invoice must contain the following data:

- The complete 3M purchase order number
- Name of contact at 3M and that of the supplier
- Accurate delivery quantity and description of goods
- Details of part- and final delivery
- The invoice must show the VAT separately.

Unless otherwise agreed, the goods must be delivered prepaid destination (Inco term DDP). Transport takes place, unless otherwise agreed in advance, at the responsibility and expense of the supplier. Benefits and risk will only pass to 3M at the time of delivery of the products at the agreed delivery address.

6.3. For deliveries made by foreign subsidiaries of suppliers the supplier has to obtain shipping instructions from 3M (Import Dept.) in a timely fashion. The supplier is responsible for the relevant accompanying documents.

## 7 Trade secrets / confidentiality / proprietary rights

7.1 All data, drawings, designs and other documents and information that have been handed over to the supplier linked to an order, need to be treated confidentially and are not supposed to be used for other purposes, copied or made available to third parties. This is also applicable for the period of the feasibility study, contract negotiations and even after the end of the contractual relationship. The documents and information provided by 3M must be available upon request or destroyed. For breach of these confidentiality and return obligations, the supplier has to pay a penalty equivalent to 10% of the value of the agreed total delivery. This payment does not exempt the supplier from the duty of confidentiality, but will be offset to the damages to be paid.

7.2. The supplier warrants that its goods and services do not infringe any intellectual property rights and manufacturing and business secrets of third parties. The Supplier shall indemnify 3M against any third party claims and at the request of 3M take the lead in a process.

## 8. Faulty goods, warranty claims / liability

8.1. The supplier warrants that the goods are free from material and title defects, and has the prerequisite condition and warranty. The same applies to the observance of standards and legal and regulatory requirements to generally accepted engineering, occupational safety, accident prevention and environmental protection in the country of manufacture and in Turkey. To comply with these provisions, the suppliers provides 3M with information in a suitable form for the components of the delivered goods and guarantee their accuracy. 3M is by reservation entitled to carry out supplier quality audits.

8.2. The supplier has to examine the goods in full before shipment. Statutory audit and complaint obligations of 3M are expressly excluded.

8.3 Warranty claims of 3M expire, subject to a lengthy legal term, after 24 months from delivery. Neither the inspection nor acceptance of the subject matter of this order (nor the payment thereof) nor any failure on our part to insist upon the strict performance of any term(s) and/or condition(s) of this order shall be deemed to be a waiver either of any rights and/or remedies we may have by virtue of the terms and conditions of this order or of any subsequent default on your part.

8.4. If defective goods are delivered, 3M is in addition to the statutory claims entitled to demand free repair or replacement. When in a single delivery defects occur, 3M has the right to cancel the remaining outstanding quantities of the same product and / or to withdraw from the contract without an obligation to compensate. For repaired or replaced parts the warranty will start afresh.

8.5. The supplier has the obligation to act according to 3M provisions of the Turkish Code of Obligations. The supplier is obligated to indemnify 3M against product liability claims that are attributable to the supplier delivered goods.

## 9. Compliance

Supplier represents, warrants and covenants that Supplier and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform all of Supplier's obligations under this Purchase Order in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives, including, without limitation, those pertaining to anti-bribery (example: U.S. Foreign Corrupt Practices Act, U.K. Bribery Act), money laundering, competition, regulation of trade, the environment, transportation, safety, health, and employment (collectively referred to as "Laws") that apply to 3M, Supplier, either party's business, and the 3M products and/or services to which this Purchase Order relate. Supplier further represents and warrants that neither it nor its Representatives will take any action that might cause 3M to violate any Law. Supplier will advise 3M immediately if it learns, or has any reason to know, of (i) any violation of any Law by Supplier or its Representatives that occurred or may have occurred in performing Supplier's obligations under this Purchase Order or (ii) any failure of Supplier or any of its Representatives to comply with Supplier's obligations under this Article.

## 10. Governing Law and Jurisdiction

This contract shall be governed Turkish substantive law, excluding the UN Convention on Contracts for the International Sale of Goods. Place of performance and jurisdiction is Corlu/Tekirdag. The 3M Inovasyon Sanayi ve Ticaret Ltd. Sti. has the ability to take action against the supplier before any other appropriate court.