

**Change Records**

Rev.	Location of Change	*	Explanation
00	Entire Document	TO	First broadcast

\*) E: Added, D: Changed, S: Deleted

**1. Aim**

Aselsan Konya Weapon Systems Inc. Defines the General Terms and Conditions of the Purchase Order sent by the bidder/supplier.

**2. Definition and Abbreviations**

Definition	Abbreviation	Explanation
Bidder	-	It will be referred to as the seller. Sub-Industry Firm, Manufacturer Firm, Vendor Firm, Service Provider Firm, Construction and Infrastructure Firms.
Order Order	SE	It is the document corresponding to the Purchase order sent by the Buyer to the Seller.
ASELSAN KONYA Goods, Equipment, Documents and software	AMMD	All kinds of property rights, including intellectual and industrial property rights, are materials, equipment, documents and software belonging to ASELSAN KONYA.

**3. Related / Reference Documents**

Document number	Document Name
YG-03	Procurement Principles

YG-12	Supply Directive
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#### 4. Method and Responsibilities

##### 4.1. Purchasing and Procurement Specialist

It is responsible for executing the General Terms and Conditions of the Order Order to the Bidder for all companies (Sub-Industry Company, Manufacturer Company, Vendor Company, Service Provider Company, Construction and Infrastructure Companies) in accordance with the YG-12 Supply Directive.

**ASELSAN KONYA WEAPON SYSTEMS INC. (“ASELSAN KONYA”) ORDER ORDER**  
**GENERAL TERMS AND CONDITIONS**

**1. ORDER:**

- (a) In addition to the terms and conditions specified in the Purchase Order sent by ASELSAN KONYA to the bidder (“SELLER”) and its annexes, if any, the terms and conditions set forth in this document, in addition to the terms and conditions specified in the Order (Order and its annexes, if any), given by ASELSAN KONYA to the SELLER. The terms and conditions specified in the document hereinafter referred to as “SE”) constitute the terms and conditions.
- (b) SE, by the SELLER; (i) confirmation in writing of the order in accordance with the provisions of Article 1 (c); and (ii) issuance of a performance bond, if requested in the SE, in the format and conditions specified in the SE (“Order Date”). SE unless otherwise agreed in SE; With the acceptance by ASELSAN KONYA of the materials and services that the SELLER has agreed and committed to deliver/perform in accordance with the provisions of this SE and its annexes, if any, in accordance with Article 2, or if the warranty period is stipulated in the SE, all of the said materials and services will be completed in 9. The warranty expires at the end of the warranty period specified in Item (“Order Period”), whichever comes later. The materials and services that the SELLER accepts and undertakes to deliver/perform in accordance with the provisions of this SE and its annexes, if any, will be collectively referred to as "Works" or separately as "Materials" and "Services", the term "Work" means any of these Works.
- (c) When the order is placed within the option period of its offer, the SELLER must confirm the SE in writing within 10 (ten) days following the date on which the SE is notified to the SELLER, and if requested in the SE, the performance bond must be sent to the above-mentioned 10 (ten) days. is obliged to give it to ASELSAN KONYA within 5 (five) days from the end of the written confirmation period. ASELSAN KONYA; If the SELLER does not confirm the SE in writing within 10 (ten) days following the date of notification of the SE to the SELLER or the performance bond requested in the SE, the 10 (ten) days written confirmation period expires by the SELLER. If it is not submitted to ASELSAN KONYA within five) days, it has the right to cancel the SE without any responsibility to the SELLER, without prejudice to all its rights arising from the law.
- (D) From the SELLER; Confirming the SE and/or giving the performance guarantee letter to ASELSAN KONYA if requested in the SE and/or accepting a payment made by ASELSAN KONYA within the scope of the SE and/or starting to perform the Works, the terms and conditions in the SE are fulfilled. It will mean that it is accepted by the SELLER unconditionally and unconditionally. The conditions offered by the SELLER in addition to or different from the conditions in the SE or added to the order confirmation by the SELLER shall not be valid unless accepted in writing by ASELSAN KONYA.
- (f) SE and its Annexes, if any, replace the general sales conditions of the SELLER and all previous written/oral commitments, offers, negotiations, communications, understandings and agreements made in relation to the Works, unless otherwise stated in the SE.
- (f) ASELSAN KONYA can change the requirements within the scope of SE at any time. In this case, the SELLER will take immediate action. The effect of the change on the price and/or delivery schedule is agreed

upon by the parties. Any changes to the SE will be made in writing and will not be valid unless signed by the authorities of the parties.

## **2. INSPECTION AND ACCEPTANCE:**

- (a) Inspection and acceptance of the works delivered/performed by the SELLER, unless otherwise stated in the SE; It will be held at the facilities of ASELSAN KONYA specified in SE by the authorities of ASELSAN KONYA. Unless otherwise stated in the SE or different principles are not included, the material type numbers, revisions, documents, standards and other documents/documents given with the SE will be accepted as the basis for the inspection. In case of hesitation due to a contradiction in these documents, the SELLER must immediately apply to ASELSAN KONYA and ask for a written explanation. The inspection report to be prepared by ASELSAN KONYA officials in accordance with the provisions of SE and its annexes, if any, is final and binds the parties.
- (b) In case the delivered/performed Works are not found to comply with the SE requirements, ASELSAN KONYA has the right to reject the Works partially or completely. Without prejudice to the provisions of Article 8 and other rights of ASELSAN KONYA, the rejected works shall be made suitable for the qualifications or replaced with the appropriate ones and submitted to the examination again, within the period determined by ASELSAN KONYA and notified to the SELLER, at the SELLER's own expense.
- (c) In the event that the Works are rejected as a result of the inspections and delivery/performance cannot be performed at the time specified in the SE, the provisions of Article 8 shall apply from the date of delivery/performance specified in the SE.
- (D) ASELSAN KONYA, at its discretion, has the right not to accept the entire relevant delivery lot until the rejected Works are made in compliance with the qualifications and approved by ASELSAN KONYA.
- (e) In case of a second rejection of the Works submitted for re-examination as a result of rejection, ASELSAN KONYA;  
to enforce the provisions of Article 12 (a) and (c) or (ii) the right to terminate the SE under the provisions of Articles 12 (a) and (c) and any claims for damages and losses arising either from the termination of the SE or from the delay in the performance of the Works; and reserves the right to wait for the SELLER to fulfill its commitments by giving additional time, with or without penalty (in case of impunity, the SELLER will be notified in writing), without prejudice to the rights of action.
- (f) In case of additional time, if the works are rejected again at the end of the additional time, ASELSAN KONYA has the right to apply the provisions of Article 12 (a) and (c).

## **3. PRICE, PAYMENT AND BILLING:**

- (a) Payment terms and method and billing issues are as stated in SE. If it is stated in the SE that an advance will be given, no advance payment will be made by the SELLER without giving an advance letter of guarantee equal to the advance payment to be made, in the format and conditions specified in the SE. The format and conditions of the advance guarantee letter will be as specified in the SE.
- (b) Unless otherwise stated in the SE, the cost of the Works is fixed during the Order Term in the currency specified in the SE. The SELLER shall not demand any price difference for any reason whatsoever, either during the Order Period or in cases requiring time extension.
- (c) No partial payment is made unless early and/or partial delivery/performance is foreseen in the SE or if it is later approved by ASELSAN KONYA in accordance with the provisions of Article 6 (b). If early and/or partial delivery/performance is not stipulated in the SE, or unless subsequently approved in accordance with the provisions of Article 6 (b), payment is made in a single payment after acceptance of all the Works in

accordance with Article 2. Even if an invoice is issued by the SELLER, ASELSAN KONYA will not have any payment obligations until the acceptance procedures are completed according to Article 2. In case the SELLER has any debts to ASELSAN KONYA within the scope of this SE; ASELSAN KONYA may deduct such receivable from the payments to be made to the SELLER within the scope of this SE, as well as from the payments to be made to the SELLER within the scope of any contract made between the SELLER and ASELSAN KONYA or any order given to the SELLER by ASELSAN KONYA.

(D) Packaging, insurance, shipping and similar costs are not accepted unless otherwise stated in the SE. All costs, taxes, duties and charges for the SELLER's full fulfillment of its commitment under the SE belong to the SELLER and are deducted from the first payment(s) if not paid.

(e) SE number on invoices, description of the Works covered by the invoice, unit price, quantity, total price information and

Other information specified by ASELSAN KONYA in the SE will be included. The SELLER shall deliver the invoices for the Materials together with the Materials to ASELSAN KONYA. Otherwise, ASELSAN KONYA will have the right to return the invoice that does not come with the Material to the SELLER. Except for the reason stated above; ASELSAN KONYA reserves the right to reject, return and object to the SELLER invoices for other legal reasons.

(f) ASELSAN KONYA has started to use e-invoice as a registered taxpayer in the Electronic Invoice application. In case the SELLER is also a registered taxpayer in the Electronic Invoice application, the SELLER is within the scope of SE.

ASELSAN will issue invoices to KONYA as Electronic Invoice ("e-invoice"). The SELLER will issue the e-invoices as "Commercial Invoice" and will notify ASELSAN KONYA in writing of the relevant e-invoice number within 1 (one) business day. The SELLER will include the SE number on the relevant e-invoice and pay attention to the content of the invoice being compatible with the items in the SE. If an error is detected in the relevant e-invoice, corrective actions regulated by laws and regulations will be applied.

(g) Other terms of payment (if any) will be as specified in the SE.

#### **4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS:**

(a) Unless otherwise stated in SE; Regarding the Works, the Technical Documentation Package to be created for the Works (its scope is specified in the SE or its annexes), all kinds of software, documents and information to be obtained during the Order Period; Including all kinds of intellectual (processing, dissemination, reproduction, representation, public transmission rights, etc. rights) and industrial property rights arising from the Law on Intellectual and Artistic Works or related legislation; All rights, including design, production, sales and the right to make changes without the approval of the SELLER and without paying any price, belong to ASELSAN KONYA. It accepts and undertakes not to let it be used, not to disclose it to third parties and not to grant any rights regarding them.

(b) All documents attached to SE, molds, apparatus, jigs etc., sub-materials, software and/or samples provided to the SELLER are the property of ASELSAN KONYA and their use, transfer to third parties and/or reproduction and copying of them other than SE. subject to written permission.

(c) The SELLER declares and undertakes that the Works delivered/performed within the scope of SE are free from all legal obstacles and will not violate any intellectual and/or industrial property rights in any way. In the event that ASELSAN KONYA and/or ASELSAN KONYA customers have to pay any compensation as a result of a lawsuit arising from the infringement of intellectual and/or industrial property rights due to the Works, the SELLER shall pay the costs of ASELSAN KONYA and/or ASELSAN KONYA customers

and the compensation paid by them. will pay. Except for the compensation case; The SELLER is also responsible for any action that may arise from the violation of intellectual and/or industrial property rights, such as the prevention of infringement, penalties, and invalidity actions. In case of violation, the SELLER at its own expense;

(i) To ensure the continuation of the usage rights of ASELSAN KONYA and ASELSAN KONYA customers and the rights of ASELSAN KONYA within the scope of SE; or

(ii) By obtaining the prior written approval of ASELSAN KONYA in the works, it will make modifications that will not cause regression of existing features and will eliminate the violation.

(D) In case of violation of these conditions, ASELSAN KONYA's right to any claim and lawsuit, including the right to material and moral compensation, is reserved.

#### **5. ASELSAN KONYA MADE MATERIAL, EQUIPMENT AND DOCUMENTS:**

(a) All kinds of property rights, including intellectual and industrial property rights, belong to ASELSAN KONYA; If specified in the SE, any risk of loss, damage and/or damage and lien regarding the Materials, Equipment, Documents and software ("AMMD") Made by ASELSAN KONYA that may be provided to the SELLER by ASELSAN KONYA for use in the delivery/performance of the Works within the scope of the SE Damages arising from legal restrictions such as lien, precautionary attachment, injunction, precautionary measure belong to the SELLER from the delivery of AMMD to the SELLER until the delivery to ASELSAN KONYA.

(b) In the delivery of AMMD to the SELLER by hand or by cargo or similar means, the waybill records prepared by ASELSAN KONYA and/or the shipping company shall be considered as the basis. In case the AMMD is sent to the SELLER by cargo or similar means, the SELLER will check the information on the waybill of AMMD and in case of any damage and/or deficiency in the AMMD, 1 (one) day from the date AMMD reaches it. shall notify ASELSAN KONYA in writing of such damage/deficiencies. If the damages and/or deficiencies stated in AMMD are not notified to ASELSAN KONYA in writing within the above-mentioned period, the said damages and deficiencies will be under the responsibility of the SELLER within the framework of the provisions of Article 5 (c).

(c) In case of loss, damage, damage or malfunction caused by the SELLER, the SELLER shall, at the discretion of ASELSAN KONYA and obtain the approval of ASELSAN KONYA, repair or replace AMMD at its own expense, or have it repaired in ASELSAN KONYA. will cover the repair cost reported by ASELSAN KONYA. Where these are not possible, it will compensate for loss, damage, damage and loss caused by AMMD's loss, damage and/or failure.

(D) The SELLER agrees and undertakes not to do business with third parties by using AMMD.

(e) If specified in the SE, the SELLER will insure for each AMMD for loss, damage or damage that may occur in AMMD under the conditions specified by ASELSAN KONYA.

(f) In case of delay in the performance of the Works due to the SELLER's breach of its obligations under this Article, the provisions of Article 8 shall apply.

(g) Until AMMD is returned to ASELSAN KONYA, all risks will be borne by the SELLER and the SELLER will take all measures to protect AMMD at its own expense.

(h) Unless otherwise notified in writing by AMMD, ASELSAN KONYA; It will be returned to ASELSAN KONYA completely and undamaged within 10 (ten) days following the acceptance of the works in

accordance with Article 2 or the termination notice in case of termination of the SE or the expiration of the SE (whichever occurs first).

#### **6. DELIVERY AND PACKAGING:**

- (a) The time and conditions for delivery/performance are as stated in the SE. The delivery/performance dates specified in the SE cannot be changed unless approved by ASELSAN KONYA. In case the delivery/performance is not made on the dates specified in the SE, the provisions of Article 8 apply.
- (b) Unless otherwise stated in the SE or later approved in writing by ASELSAN KONYA, early and/or partial delivery/performance is not accepted.
- (c) It is the SELLER's responsibility to ensure that the packaging of the Works is not damaged during transportation (including the stages of loading, unloading, etc.) and storage, and in case of damage to the Works, all responsibility belongs to the SELLER.
- (D) Other aspects of delivery, packaging and transportation will be as specified in the SE.

#### **7. FORCE MAJEURE:**

- (a) Natural disasters, general epidemics, declaration of general mobilization, war and situations deemed appropriate by ASELSAN KONYA can be considered as force majeure. In order for the said situations to be evaluated under this article, the situation in question must be; The fact that it has arisen after the Order Date, is not under the control of the SELLER, cannot be prevented despite the care of the SELLER in accordance with its capacity as a prudent merchant, materially adversely affects the performance of the SELLER's obligations under SE and this situation does not fulfill any of the obligations of the SELLER under the SE. Failure to perform must not be a direct or indirect result.
- (b) In case of force majeure; Within 7 (seven) days following the date of force majeure, the SELLER must notify ASELSAN KONYA in writing of the occurrence date, nature and estimated duration of the force majeure, and with documents duly drawn up by the competent authorities, that the force majeure has occurred and that the nature of this delay and the performance of its obligations under the SE has to prove its effectiveness.
- (c) In case the Force Majeure is accepted by ASELSAN KONYA, the delivery/performance period is extended by a maximum of 30 (thirty) days, provided that the SELLER is notified in writing, unless there is a contrary provision in the SE or a longer period is not given in writing by ASELSAN KONYA.
- (D) Force Majeure cannot cause a price increase, the SELLER to be entitled under any name, or the SELLER's request for price difference or compensation.
- (e) If the Force Majeure event exceeds 30 (thirty) days, ASELSAN KONYA has the right to terminate the SE unilaterally without any notice and/or warning, provided that only the price of the Works whose acceptance has been completed according to Article 2 until that day. In this case, the provisions of paragraph (c) of Article 12 apply.

#### **8. PENALTY FOR DELAY:**

- (a) Except for the Force Majeure cases specified in Article 7, if the SELLER does not deliver/perform the Works at the time specified in the SE and/or fail to fulfill their warranty obligations within the period specified in Article 9 and/or the Works are rejected by ASELSAN KONYA in accordance with the provisions of Article

2. and/or fails to fulfill its other obligations/commitments within the scope of the SE within the specified time; without the need for any warning or notice, 0.3% (three per thousand) on the order price of the works whose delivery/performance is delayed, starting from the first day of the delay for each day of delay, or at the rate specified in the SE if a rate different from this rate is specified in the SE. will pay the amount to ASELSAN KONYA as a delay penalty as specified in Article 8 (b). The delay penalty is not a compensation for the damage caused by ASELSAN KONYA, and all kinds of lawsuits and claims arising from the damage are reserved.

- (b) ASELSAN KONYA at its own discretion; It may request the payment of the delay penalty to ASELSAN KONYA within 7 (seven) days following the receipt of the written notification to be sent to the SELLER by the SELLER, as well as the delay penalty from the payments to be made to the SELLER under this SE or any contract made between the SELLER and ASELSAN KONYA or ASELSAN KONYA may also deduct from the payments to be made to the SELLER within the scope of any order order given to the SELLER. If this penalty cannot be collected as stated above, the amount in question will be collected from the performance guarantee letter of the SELLER, if any, without prejudice to ASELSAN KONYA's rights regarding the surplus. In case the said amount is collected from the performance guarantee letter, the SELLER is obliged to complete the amount of the performance guarantee letter within 7 (seven) days or to give an additional performance guarantee letter equal to the amount deducted from the performance guarantee letter.
- (c) In case the delay exceeds 10 (ten) days, ASELSAN KONYA has the right to apply the provisions of Article 12 (a) and (c) or to wait for the SELLER to fulfill its commitments by giving additional time with or without penalty (in case of impunity, the SELLER will be notified in writing). .

## **9. WARRANTY:**

- (a) The Works delivered/performed under this SE are warranted against any material, workmanship, assembly, design and installation faults for a period of 24 (twenty-four) months unless otherwise specified in the SE. Unless otherwise stated in the SE, the warranty period begins with the acceptance of the Works by ASELSAN KONYA in accordance with the provisions of Article 2.
- (b) SELLER warrants that the Materials are not new, repaired, refurbished or extensively maintained.
- (c) The SELLER undertakes to correct the errors, defects or deficiencies to be detected in the Works under warranty within 15 (fifteen) days (15 (fifteen) days after the delivery of the defective Material to the SELLER for the Materials, for the Services after the notification of the defective Service to the SELLER) or by ASELSAN KONYA. upon request, it has to replace/re-perform the Works with a new one. Not limited to these; Correction of the defect in the Works, replacement of the defective Works with a new one, all expenses related to the re-performance, and the transportation of the defective Works from the ASELSAN KONYA facilities to the SELLER's facilities, and the transportation of the defected/replaced Works from the SELLER's facilities to the ASELSAN KONYA facilities and all insurance costs during these operations shall be borne by the SELLER. .
- (D) In the event that the SELLER fails to fulfill its commitments under this Article 9 within the period specified above, without prejudice to the provisions of Article 12 (a) and (c), ASELSAN KONYA at its own discretion; has the right to apply the provisions of Article 8 over the cost of the defective Work, or to do it



himself at the SELLER's expense and risk, or to have it made by third parties at the SELLER's expense and risk. ASELSAN KONYA's rights arising from the law are reserved.

(e) ASELSAN KONYA's customers will be able to benefit from the provisions of this Article.

#### **10. QUALITY:**

Matters regarding the quality requirements of the works are as specified in the SE and its relevant annex.

#### **11. RESOLUTION OF DISPUTES:**

Disputes arising from SI will be tried to be resolved through mutual negotiations. In all disputes that cannot be resolved through mutual negotiations, Turkish Laws will be applied and Konya Courts and Enforcement Offices will be authorized to deal with the disputes. The SELLER will continue to perform its obligations under the SE until the resolution of the dispute.

#### **12. DISSOLUTION:**

(a) If the SELLER does not fulfill its commitment partially or completely against the provisions of the SE (except in cases of Force Majeure), or acts contrary to the provisions of the SE, falls into financial insolvency, goes bankrupt, goes to liquidate the company or declares a bankruptcy or a similar situation arises, ASELSAN KONYA If it transfers SE or assigns its receivables without the written consent of the SELLER, ASELSAN KONYA may terminate the SE in whole or in part, without the need for a period, upon a written notice to be sent to the SELLER. In such a case, ASELSAN KONYA will not have any financial or legal liability to the SELLER. In case of partial termination of SE, the SELLER will continue to perform its unannounced obligations. According to the instructions given by ASELSAN KONYA, if there are any Works completed by the SELLER before the notice of termination is received by the SELLER but not delivered to ASELSAN KONYA, ASELSAN KONYA may request the transfer of its ownership and rights by paying the price in the SE after the acceptance of these Works. . In case of termination of SE, ASELSAN KONYA has the right to save income by converting the performance bond (if any) given by the SELLER into cash as a penal clause. ASELSAN KONYA has the right to claim all kinds of damages and losses, including collateral damage, from the SELLER and to procure the Works to be supplied from the SELLER under the SE from third parties. Regarding the Works thus procured from third parties; If ASELSAN KONYA has to pay a price more than the price specified in the SE for these Works, the SELLER shall pay the difference between the price paid and the price of the Works in SE to ASELSAN KONYA. Other consequences of this termination will be as set forth in paragraph (c).

(b) In the event that ASELSAN KONYA's commitments, which necessitate the execution of the Works within the scope of SE, cease for any reason and/or are deemed necessary; ASELSAN KONYA, with the written notice of termination to be sent to the SELLER, pays the price of the part of the Works whose delivery/performance is completed only until the date the notice is received by the SELLER, and after the completion of the acceptance procedures according to Article 2, even if the invoice has been issued. has the right to terminate unilaterally. In case of partial termination of SE, the SELLER will continue to perform its unannounced obligations. Other consequences of this termination will be as set forth in paragraph (c).

(c) In case of termination of the SE, the SELLER shall accept all kinds of documents given to him by ASELSAN KONYA, all copies if duplicated, the delivered/performed Works, AMMD mentioned in Article 5 and other items belonging to ASELSAN KONYA, following the termination notice. ASELSAN will return it to

KONYA within 10 (ten) days, completely and undamaged, at its own expense. The portion of the advance given to the SELLER, which has not been deducted from the payments made to the SELLER, is returned to ASELSAN KONYA with the interest specified in the SE or letter of guarantee to be calculated for the period between the date the advance is paid to the SELLER and the date of the repayment to ASELSAN KONYA. If this amount is not paid, the relevant amount will be collected from the advance guarantee letter without the need for any notice. ASELSAN KONYA will release this letter of guarantee following the repayment of the remaining advance on the SELLER to ASELSAN KONYA.

### **13. TRANSFER AND ASSIGNMENT:**

The SELLER cannot transfer or assign all or any part of its commitments under the SE or the receivables, rights and benefits to be obtained through SE to third parties, without the written consent of ASELSAN KONYA. Such consent, if given, will not relieve the SELLER from its responsibilities under SE.

In the event that the SELLER makes such a transfer or assignment without the consent of ASELSAN KONYA, ASELSAN KONYA is entitled to terminate SE according to the provisions of Article 12 (a) and (c). The provisions of this Article also apply in the event that the SELLER merges with or is acquired by another company.

### **14. DISCLAIMER:**

In case of violation of any provision of this SE, ASELSAN KONYA waives or extends the commitments; shall not constitute a waiver of the same or any other provision in the event of any subsequent breach.

### **15. TRANSFER OF RISK AND PROPERTY:**

Ownership of the works passes to ASELSAN KONYA upon delivery/performance. The responsibility of the SELLER under the warranty provisions of SE does not relieve its obligations under this clause.

### **16. SECURITY:**

The SELLER, without the written approval of ASELSAN KONYA, is responsible for all kinds of information, documents, software, hardware and similar items given to him by ASELSAN KONYA within the scope of the SE or learned as a result of working with ASELSAN KONYA, whether these information and items were acquired before, during or after the termination of the SE. It accepts and undertakes not to give it to third parties, not to grant rights, not to disclose, not to engage in advertising or promotional activities, to consider and treat this information confidentially, not to publish or reproduce it, regardless of whether it has been obtained, and to comply with the terms and conditions it will set in case of written approval of ASELSAN KONYA. In case of violation of the provisions of this Article, ASELSAN KONYA has the right to apply the provisions of Article 12 (a) and (c). ASELSAN KONYA reserves the right to sue and demand any action in case the SELLER or the SELLER's personnel violate the confidentiality requirements. Other privacy considerations (if any) are as specified in the SE annexes.

### **17. LOGISTIC SUPPORT:**

Unless otherwise stated in the SE, the SELLER, upon the written request of ASELSAN KONYA, both within the Order Period and within 20 (twenty) years following the expiry of the Order Period; It accepts and

undertakes to provide spare parts for the Works and to provide maintenance-repair services in return for the price. This commitment will survive the Order Term.

#### **18. LEGAL LIABILITY:**

Regarding the rights, working conditions and occupational health and safety of the SELLER personnel to be assigned by the SELLER in the performance of the Works within the scope of this SE; To comply with the Labor Law No. 4857, the Occupational Health and Safety Law No. 6331, the Social Insurance and General Health Insurance Law No. 5510 and other applicable legislation and any changes that may occur, to ensure occupational health and safety, to eliminate occupational risk factors, to prevent accidents and occupational from preventing diseases and taking/taking all kinds of precautions in terms of health/safety conditions, making necessary warnings to the SELLER personnel and providing all kinds of training, keeping/using all kinds of tools/equipments, including protective clothing and/or equipment, by the SELLER's personnel, also with the SELLER. is solely responsible for the fulfillment of all obligations arising from the contracts between its personnel. All responsibilities arising from legal and penal liability, taxes, duties, charges and labor legislation in these matters belong exclusively to the SELLER as the employer.

The SELLER, including but not limited to the following, arising from the Works and/or occurring in connection with the performance of these Works; (a) Death or injury of SELLER personnel, ASELSAN KONYA personnel and/or third parties and/or occupational disease and/or occurrence of an injury, fatal or damaged accident (including work accidents), and/or (b) SELLER In case of damage and/or loss of property of ASELSAN KONYA and/or third parties; All kinds of lawsuits, administrative proceedings, material/moral compensation, other claims, including attorney's fees and expenses, in relation to the death, injury, occupational disease, accident, damage, loss and/or loss in question, and compensation for loss and damage, is solely responsible for the payment of expenses (including all kinds of treatment and care expenses, loss of support, incapacity compensation) and expenses to ASELSAN KONYA and/or other relevant persons.

In the event that ASELSAN KONYA has to make any payments regarding the issues specified in this Article 18, ASELSAN KONYA's right of recourse to the SELLER is reserved, without prejudice to its rights regarding the surplus. The aforementioned amounts that ASELSAN KONYA has to pay within the Order Period will be collected from the SELLER with the method specified for the collection of delay penalties in Article 8 (b). After the expiration or termination of the SE, the relevant amounts will be collected from the SELLER in accordance with the general provisions.

#### **19. PRIORITY ORDER:**

Order of precedence regarding SE:

- (1) Contract signed by the parties (if any),
- (2) Matters specified in the SE and its annexes,
- (3) General Terms and Conditions of this Purchase Order.

\*\*\*End of Document\*\*\*

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Posted by Murat ÖZEN

Confirmation: Murat AYGAN

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20 December 2021

Rev. 00

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