

GENERAL PURCHASING TERMS AND CONDITIONS

INFORM ELEKTRONİK SAN. VE TİC. A.Ş.

Adres : Pelitli Mah. 4440 Sokak No:12 Gebze – KOCAELİ

Tel : 0090 (262) 751 16 00 Faks :

- 1. General Terms:** These General Conditions are an integral part of our supply order. Amendment of these conditions are subject to the special conditions that we accept in writing.
Unless there is a principle contract for supply of goods between our two companies; the conditions shall mean our sole commitment towards the Supplier related to the supply purchases; they cancel all other offers, letters or previously given commitments that are not stated in the order and of which the purpose is to supply purchases. Terms of the order are not detailed or comprehensive; Supplier is liable for drawing up a specific result and notification and obliged to comply with all effective legal legislations, good trade practices, occupational practices and internal security legislation being valid in Turkey as well as the international standards.
“Supply” shall mean the subject of order (products, materials, hardware, service provisions, intellectual services, etc.) and all other related documents.
- 2. Notice of Receipt – Order acceptance:** The order is finalized once it is notified by the Supplier that the order is received unchanged bearing the date, stamp and signature. "Unless the Supplier notifies the "Declaration of Objection" to Inform in writing within 3 (three) working days once Inform places the Purchasing Order and on the condition of indicating the reasons, the Purchasing Order is deemed to be accepted with the terms and conditions stated in the order." Besides, in such case, we reserve the right to cancel the order without paying any compensations. All changes of the notice of receipt shall be issued according to our formal contract. Unless the parties come to an agreement stating the contrary, the foreseen delivery date is not the shipping or procurement date but it is the arrival date of the goods to our plants.
- 3. Hygiene and Security – Environment:** While the Supplier accepts the order, it guarantees that the supplied good is equipped with all regulatory or Standard security mechanisms. Whenever the order requires the services to be provided by our organization or our customers’ organizations, the Supplier is obliged to take all required precautions on time in compliance with the legal and regulatory provisions related to Hygiene and Security. Especially, the said Party shall indicate the precautions towards the use of supplied goods. If such type of supplied goods create any pollution or contain parts being subject to specific legislations, the Supplier shall inform us regarding the possible damage (or the related waste) that may occur after the use on delivery date and regarding the precautions that we should fulfil in accordance with the valid regulation. Observing this provision constitutes the major and determinant term of our order.
- 4. Plans – Drawings – Tools:** Any kind of plants, drawings, certificates, models, etc. created on behalf of us or entrusted to the Supplier by us shall not be used by the said Party without our prior written approval. They are obliged to be returned to us at our first request. Unless otherwise stated, the process entrusted to the Supplier and related documentation continues to be our property and they need to be returned at the first request. Also, the Supplier commits that it shall provide correct maintenance and protection for the process it undertakes.
- 5. Corporate social and environmental responsibility of the Supplier: – General principles:** The Supplier declares that it is aware of sustainable development and business ethics

commitments of our company and that it shall adhere to them, especially to those stated in the Main Principles Regulations available on the Legrand Group web site (<http://www.legrandgroup.com/EN/>). The Supplier accepts to follow the business ethics and sustainable development policy of our company especially such as the environment protection, compliance with the applicable social legislation, occupational health and safety, anti-corruption and competition rules.

With regard to compliance with the environment protection, occupational health and safety and social legislation, our requests towards the Supplier have been defined in the "ENVIRONMENT" Article 3.1, "SECURITY" Article 3.2 and "SOCIAL" Article 3.3 contained in the DAR002-Purchasing Specification, if the Supplier does not have the related specification, it should request it from Inform.

With regard to anti-corruption, we expect the Supplier to reject all types of corruption whether private or legal, active or passive. Accordingly, the Supplier accepts that it shall act in accordance with all existing national and international legal and regulatory texts and covenants towards the anti-corruption in every country where it operates.

With regard to competition rules, we expect the Supplier to reject all unfair or restrictive competitions implementations and provide evidence regarding that companies with which it competes, its customers and distributors act in accordance with the related legislations. Accordingly, the Supplier accepts that it shall act in accordance with all existing national and international legal and regulatory texts and covenants of anti-corruption in every country where it operates. The Supplier commits that it shall act in accordance with the good action principles within its own group, at least the principles stated in our company's competition regulations and especially related to illegal conspiracy, abusing the market power and exchange of internal information. A copy of competition regulations has been given to the Supplier, if not, the Supplier is liable for requesting this. The Supplier accepts that its suppliers and subcontractors have to follow the same rules stated in this article. Audit/inspection programs: We reserve the right to perform audit/inspection at any time in order to be sure that the Supplier acts in accordance with the sustainable development and business ethics requirements mentioned here. Accordingly, the Supplier guarantees that internal or external inspectors assigned by our company can enter the production plants.

- 6. Subcontracting:** Prior to any implementation, the Supplier shall submit the subcontractor to our approval with the acceptance that we have right to cancel the order. If we approve the said subcontractor, the Supplier shall fully be liable for all possible results that may occur on our side.
- 7. Shipment:** Supplied goods shall be shipped without being subject to any deformation during the shipment and storage. The Supplier prepares all required certificates and obtains all requested permissions. Shipment is done in accordance with International Trade Rules – INCOTERMS that are applicable on the shipment date of supplied goods.
The Supplier sends the delivery note which indicates the details of order and is required to be sent along with the supply goods. Demurrage costs of carriages and lorries, storing and loading-unloading costs due to reasons caused by insufficient information contained on shipment certificates or forwarder of the Supplier and other costs shall be met by the last informed agent.
- 8. Delivery dates:** All delivery dates stated in the order are obligatory. Unless the delivery date arising from the contract is observed, we shall have the right to reject the supply goods, reduce or cancel the order and supply the goods from another place at the Supplier's own cost and risk. Failure to comply with the delivery dates may result in expansion of payment due by Inform. Unless the supplied goods are in compliance with the order, they shall not be considered as delivered within the delivery duration.
As soon as the Supplier recognizes that there may be a possible delay, it shall inform us in order to take all precautions required to protect our own interests.

9. Circulation of vehicles: The Supplier observes the security and circulation instructions regarding the area that the said Party will request at the entrance gate and commits that its forwarder shall also observe these obligations.

10. Acceptance – Guarantee: Quantitative and qualitative control of the order are performed in the delivery area stated in the order following the delivery and where acceptance will be carried out. Whether a report is prepared or not, the said acceptance shall not exempt the Supplier from its obligations.

Without a legal guarantee and unless the Parties come to an agreement stating the contrary, the Supplier provides guarantee to the supply material for twenty four months as of the acceptance or commencement of any noncompliance with the order, design, production or any material defect, noncompliance with the use and/or any inconveniency to breach of good trade practices and current laws and regulations until the latest duration of two dates. The Supplier that is liable for paying penalty commits to inform us at least one year prior the date on which the spare part supply of the related order expires.

If the guarantee mentioned herein is fulfilled, we shall have the right to request repair or replacement of the supplied good or request to have such repair or replacement committed or to cancel the order as stated in the Article 14; the Supplier shall at all times be liable for refunding the supplied good and compensating any direct or indirect damages that we suffer. Any refused material shall have been received by the Supplier within maximum one-month as of the notification of such refusal. In the event that this delivery date expires, we may use our right to eliminate independently.

If defects have occurred within the guarantee period, this shall be extended as much as to a period equal to the period for which the supply material is not suitable; if it is required to be changed partially or completely, the guarantee period shall be valid as of such change.

Also and without prejudice to the provisions, the Supplier shall be liable for any kind of damages and losses caused by hidden defects on the goods of the said Party.

11. Price - Payment conditions: All of our orders are kept in the company and are unchangeable prices covering packaging, distribution, shipment, unloading, insurance, customs fee and all duties, taxes and other costs. Deposits and payments shall be made by the Supplier following the said Party's fulfilling its obligations of the contract. Unless otherwise stated in the order, the term agreed mutually is valid.

For all goods paid according to the weight, size and volume and in case of any inconsistency with the Supplier certificates, we recommend to take required precautions in case of presence of the latter; our precautions prevail in the absence of the said Party.

The orders are paid in accordance with the terms stated in the order. Each invoice is issued according to the order fully and sent to the address stated here as three copies; order and delivery receipt details shall be used when preparing the invoice and the invoice shall reflect the obtained deposits and related services. All inappropriate invoices shall be refused and sent back to the Supplier.

If we delay the payment, fines of our side shall not exceed the three times of applicable legal interest rate.

Unless otherwise stated under special conditions with regard to the order, the Supplier shall guarantee that any deposit payment made by us shall be refunded.

Unless otherwise stated under special conditions with regard to the order, a deposit corresponding to the five percent (5%) of the ordered amount shall be applied until the final acceptance of the supplied good in accordance with the provisions stated in the Article 10.

The Supplier automatically authorizes us to indemnify towards all mutual receivables and debts at the smallest amount irrevocably. Therefore, the Supplier has been authorized explicitly to compensate all mutual receivables and debts legally even in the event that one of the terms requiring legal compensation does not exist. For such purpose, the said Party accepts explicitly that indemnity can be

applied automatically before the due date and as soon as such receivables emerge to lose its right of utilizing possible receivable that may be in the future at the due date before us.

12. Transfer of ownership and risks: Transfer of ownership is valid as of the delivery of goods to the place of destination. Also, if we have paid deposit for the supplied goods, transfer of ownership of the Supplier or its subcontractor in the plants concerns the related raw materials and goods being in-process at that time; this shall be defined as property belonging to us by the Supplier. If the supplied goods are not compliant, we reserve the right to retransfer the property to the Supplier until the said Party fulfils its obligations arising from the contract. Reserving the right of ownership is accepted as unwritten. Financial results arising from execution of this article shall be undertaken by the Supplier. Transfer of risks is carried out upon acceptance or unless it is stated in this order, it is carried out in the delivery of goods at the place of destination. All deliveries incompatible with our order can be returned to the Supplier who will undertake the costs and risks or shall be taken by the last said person within eight days once we inform the non conformance.

13. Confidentiality – The Supplier shall never disclose the information communicated by Inform during the consulting and/or during order process without obtaining prior written approval, whether as the result of carelessness or in any form and accepts that all of these are confidential information. Moreover, the Supplier can only give all this confidential information to its personnel in need to execute the related task.

14. Confidentiality Industrial and Intellectual Property Rights: The Supplier accepts that it shall not disclose the information that we share with it during price offer and/or order realization to any third person without obtaining our prior written approval under any circumstances and that such information is certainly confidential information. The Supplier also commits that it shall use the said information only with regard to submitting a quote and/or order realization requirements and share only with its employees needing such information in order to fulfil their own duties.

Information continues to be property of the Party to which the information belongs. Only in the direction of order realization purposes, both Parties give the right of using the information being useful in order realization for free of charge.

The Supplier commits not to change the equipment, software, software package or certificates that we provide to it directly or indirectly under any circumstances without obtaining our prior written approval explicitly.

All information, regardless of the type, whether in writing or verbal, regardless of the medium type in which they are created, any other information (hereinafter referred to as "information") and all certificates within the scope” of process, data, software, equipment or intellectual property generated towards the order including the reports, plans, drawings, models and software caused by the order realization are our property. Therefore, without any limitation, we will be entitled to use or transfer the said information in all countries. Especially the property rights transferred fort his reason towards the information that can be protected with copyright of the software; cover promotion, duplication, translation, adaptation, amendment, marketing, use, ownership, reproduction and more generally rights to benefit towards all purposes. This transfer are valid in order for such rights to be protected individually in all countries around the world and in each country legally. Ownership of the information shall be transferred gradually during the detailing process.

The Supplies shall be liable for rights arising from precautions performed subsequently for use of all industrial or intellectual property rights, royalties, costs or requests related to use of said rights on the supplied good or for maintenance on its rights.

The said Party shall protect us against actions of any third person with regard to such rights and shall not hold us reponsible in this regard and indemnify the loss that we suffer due to such reason; besides, our Company shall be entitled to be represented by a Lawyer that we choose at the Supplier's own costs.

Unless otherwise stated, the Seller explicitly commits that it shall not communicate any certificates related to the drawings, models or tools belonging to us to third persons. Breach of this article in any way constitutes a ground for immediate cancellation of our relations arising from the contract without making any compensation towards the occurred damage.

15. Cancellation: If the Supplier fails to fulfil its obligations arising from the contract partially or wholly, we reserve the right of cancelling the order partially or wholly within eight days once we send a registered and prepaid mail to the registered address of Supplier along with a receipt without making the compensation by us of the damage that will occur or refunding the performed payments. More clearly, if the Supplier fails to or not fulfill any of its obligations related to its corporate, social and environmental responsibilities, depending on the provisions of above mentioned Article 5, unless it takes a positive action or resolve in order to fulfil its obligations within eight days following the delivery of formal notification along with the registered and prepaid mail, we reserve the power of cancelling the order without paying the previously paid amounts back and compensate the occurred damages in any way.

Unless otherwise agreed, we also reserve the right of cancelling the order which will accrue without any cost on the condition of informing via a written notification before fifteen (15) days due to the compliance reasons.

16. Damage and Insurance: The Supplier commits that it is fully responsible for any kind of pecuniary or non pecuniary damages and physical injuries occurred towards our Company or third persons, their representatives or agencies whether caused by the Supplier's failure to observe its obligations arising from the contract or the said Party's, its representatives', agencies' or subcontractors' failure to fulfil their liabilities of public while carrying out the order or caused by this transaction.

Until the risks are transferred to our Company, the Supplier shall make insurance agreement in order to insure consequences arising from the above mentioned obligations and all damages that the goods may expose.

17. Disputes:

These terms and conditions are subject to laws of T.R. and in the event of disputes, Istanbul Kadıköy Courts and Execution Offices are authorized.