

Purchasing Agreement

Between

Company name _____
Company Address _____
Tax Office and Number _____
Trade Registration Number _____
Representative _____
Title of Representative _____

After that "SUPPLIER" referred to.

And on the other side;

Company name INFORM ELEKTRONIK SANAYİ TIC. A.Ş.
Company Address: Eseşehir Mah. Hale Sokak No: 6/1 Ümraniye/İSTANBUL
Tax Office and Number: Anadolu Kurumlar V.D. 4780036925
Trade Registration Number 309012
Representative Levent ILGIN
Title of Representative Ülke Müdürü

Hereafter referred to as the "BUYER"

Hereafter jointly referred to as "the Parties" and individually referred to as "the Party".

Preamble

The BUYER's business activity is the design, development, manufacture, after-sale service and sale of systems for power electronic systems.

The SUPPLIER specializes in

Having stated the above, the Parties have agreed to the following.

1. Definitions

"Purchasing Specifications" refers to the purchasing specifications and their unit supplements which are an integral part of them.

"Agreement" refers to the provisions herein as well as the appended annexes which are an integral part of this Agreement.

- Annex 1 - List of Specific Products, standard delivery times per article and safety stock
- Annex 2 - Purchasing Specifications
- Annex 3 - Technical Specifications of the Specific Products
- Annex 4 - Prices of the Specific Products
- Annex 5 - SUPPLIER traceability procedures
- Annex 6 - Methods for fixing the INFORM brand name
- Annex 7 - List of components procured by the SUPPLIER and concerned by a BUYER purchasing policy
- Annex 8 - References and prices for components supplied by the BUYER
- Annex 9 - SUPPLIER insurance policy

"Technical Specifications" refers to the documents describing the operational and functional specifications for the Specific Products, as defined in Annex 3.

2. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the SUPPLIER shall provide the BUYER with Specific Products in accordance with the Technical Specifications and under the terms and conditions specified in the Purchasing Specifications, such as appended to this Agreement.

The SUPPLIER's general sales terms and conditions are expressly excluded from this Agreement.

3. Purchase orders

3.1 This Agreement provides a general framework applicable to the conditions for issuing and accepting purchase orders for Specific Products and may under no circumstances be deemed to contain any purchasing obligation on the part of the BUYER.

3.2 Each entity of the BUYER Group may issue purchase orders referring to the terms and conditions of this Agreement.

The SUPPLIER undertakes to return to the BUYER the section "Acknowledgement of Receipt" appended to the order, duly dated and initialled by the representative within three (3) days of the BUYER issuing the purchase order.

4. Sales terms and conditions

4.1 Prices

The prices of the Specific Products are defined in Annex 4.

Unless otherwise specified in the order, the prices given in Annex 4 are exclusive of tax, firm and non-revisable, packaging included, for Specific Products delivered under the conditions and to the location stipulated in the purchase order.

Annex 4 will specify the BUYER reference, the SUPPLIER reference, and the indexed Technical Specification number.

4.2 Price developments

Unless otherwise specified, the prices given in Annex 4 will be subject to annual renegotiation of the Parties.

Within this framework, the SUPPLIER undertakes to change the prices of Specific Products for the benefit of BUYER taking account of the following in particular:

- Progressive prices per year,
 - prices per cumulated quantity,
 - prices per type of Product,
 - Sales discounts
- or a combination of these various formulas

4.3 Delivery terms and conditions

Unless otherwise specified in the order, Specific Products will be delivered to the BUYER's plant or any other location indicated in the purchase order in accordance with the provisions of the "Delivered Duty Paid" (DDP) Incoterm such as defined by the International Chamber of Commerce INCOTERMS current at the date of delivery.

The transfer of ownership will be made on the day the Specific Products are delivered.

4.4 Delivery times

The SUPPLIER shall deliver the ordered Specific Products to the BUYER within the times defined for each article in accordance with Annex 1 herewith, calculated as from the date of the SUPPLIER's acknowledged receipt of the BUYER's order, unless otherwise agreed between the Parties.

The delivery date for each order shall be specified in the relevant order.

In the event of a delivery delay, the BUYER without any prejudice to claims of direct/indirect losses, reserves the right to apply late penalties or recourse for compensation calculated at 0.1% of the overall exclusive of tax order amount per late calendar day up to but not exceeding the limit of 10% of the overall exclusive of tax order amount.

These penalties and or compensations shall be offset against the price shown on the invoice.

The BUYER also reserves the right to claim additional damages, and in particular to transfer to the SUPPLIER any penalties that the BUYER may itself incur from its customer owing to this failure.

4.5 Delivery acceptance

The BUYER is to execute acceptance procedures for the goods within thirty (30) days following the delivery of the Specific Products, in accordance with the usual terms and conditions in force at the BUYER. The BUYER will have a right to reject any Specific Products that would not be fully conform with the order requirements or does not include necessary documents pertaining to Specific Products, then the SUPPLIER agrees to replace or reimburse said Specific Products without prejudice to any late penalties or any other damages that may be claimed by the BUYER.

The inspection performed at the SUPPLIER's facilities, or by any other organization, may under no circumstances be deemed to override this clause.

4.6 Payment terms and conditions

Payment terms and conditions are stated in "Annex 4 - Prices of the Specific Products" of this Agreement.

5. SUPPLIER obligations

5.1 Definition of the Specific Products

The design and production of the Specific Products shall be based on the latest techniques commonly applied at the time of manufacture.

The SUPPLIER is deemed to have offered the BUYER all possible alternatives, in particular for selecting the materials and techniques that it considers to be most appropriate to best match the Products to the BUYER's requirements. In this respect, the SUPPLIER is required to advise the BUYER, in particular on the consistency of the Product definition with their intended use and especially on the limits and conditions of use of said Products.

5.2 Conformity of the Specific Product

The SUPPLIER undertakes to deliver Specific Products that are fully conform with the Technical Specifications and the Purchasing Specifications appended in Annex.

In compliance with any special terms and conditions agreed in writing with the BUYER, the SUPPLIER shall provide a declaration of conformity for the selected performances and/or a certificate of conformity issued by an independent body.

5.3 Storage obligation

The SUPPLIER undertakes to maintain at its own cost, for the BUYER, a fixed safety stock of Specific Products, such as defined in Annex 1 herewith, which will remain its property and for which it shall bear expenses for the relevant insurance policies.

The SUPPLIER will be responsible for the gradual selling off of the safety stock at the end of the Agreement.

However, should the BUYER decide to discontinue orders of certain Specific Products, said BUYER undertakes to negotiate a stock take-on (outstandings on Specific BUYER procurements - Materials and/or Components + Specific Products) up to the limit of the negotiated safety stocks.

5.4 Progress agreement with action plan

The SUPPLIER undertakes to submit an annual action plan for improving technical productivity and reducing procurement times. The SUPPLIER may propose changes along these lines to the BUYER throughout the execution of this Agreement.

The SUPPLIER undertakes to maintain the production, design and technology of the Specific Products at a level that ensures a clear competitive ability against the competition throughout the whole period of this Agreement.

5.5 Regulatory requirements

The SUPPLIER undertakes to provide the BUYER with the EC declaration for the Specific Product, drafted in accordance with European regulatory requirements, and to make all the documents in the Specific Product technical file (test reports, conformity certificates, drawings, etc.) available to the BUYER.

5.6 Changes to the Specific Product

5.6.1 The SUPPLIER agrees not to make any change to the Specific Product in relation to the Technical Specifications and the Purchasing Specifications without the BUYER's express written approval.

5.6.2 The BUYER may request any change to the Product that it deems appropriate.

Following such a change request from the BUYER, if the time between the change request and the delivery of the first modified parts is less than three (3) months, the BUYER undertakes to negotiate a stock take-on (outstandings on specific BUYER procurements - Materials and Components + Specific Products).

5.6.3 The above-mentioned clause does not apply to changes resulting from a quality issue or to changes requested by the SUPPLIER.

Should the SUPPLIER request a change, said SUPPLIER will make up a stock of Products at its own cost to protect the BUYER from any stockouts.

5.6.4 In the event of any change accepted by the Parties, the SUPPLIER shall provide the BUYER with the updates to the Technical Specifications.

5.6.5 The SUPPLIER undertakes to offset the price of Specific Products against any cost reduction relating to the application of a change accepted by the BUYER resulting in a decrease in the cost of manufacturing said Specific Products.

5.7 Quality

- General commitment on quality

The Purchasing Specifications describe in particular the BUYER's requirements in terms of quality, which the SUPPLIER undertakes to comply with.

- SUPPLIER's authorization to entitle the BUYER to use one or more previously granted Quality Marks:

The SUPPLIER undertakes to provide the BUYER with the written authorization, assistance and documents required to extend the right of the previously granted Quality Mark(s) under its own commercial brand to the brand(s) of the BUYER.

The SUPPLIER is bound to notify the BUYER of any change to its Finished Product that may impact on the licence granted to the BUYER.

The distribution of charges for issuing the new licences shall be negotiated between the Parties.

- SUPPLIER's authorisation to entitle the BUYER to take steps to obtain one or several new Quality Marks:

- the SUPPLIER undertakes to authorize the BUYER to take steps to obtain one or several Quality Marks:

The SUPPLIER shall provide the BUYER with the necessary means to take steps and deal with the following request(s): samples, Product technical file (drawings, BOM, performance, etc.).

The SUPPLIER undertakes to accept the preliminary inspection(s) required to have its manufacturing facilities recognized by the certification body(ies)

The SUPPLIER undertakes to accept routine inspections of the manufacturing location by the certification body(ies) and to bear the costs of these inspections.

The SUPPLIER undertakes to comply with the inspection and traceability rules for the inspections defined by the certification body(ies).

The SUPPLIER is bound to notify the BUYER in the event of any change in manufacturing location.

The SUPPLIER is bound to notify and negotiate with the BUYER any change to the Product that may challenge the certifications already granted and giving rise to further costs.

Commitments of a subcontractor handling the assembly of Specific Products under a Quality Mark:

Should the SUPPLIER decide to subcontract the manufacture of the Finished Products with the BUYER's prior written approval, the SUPPLIER shall have the subcontractor the following;

- the subcontractor undertakes to accept the preliminary inspection(s) required to have its manufacturing facilities recognized by the certification body (ies)
- The subcontractor undertakes to accept routine inspections of its manufacturing facilities by the certification body (ies) and to bear the costs of these inspections.
- The subcontractor undertakes to comply with the inspection and traceability rules for the inspections defined by the certification body (ies).
- The subcontractor is bound to notify the BUYER in the event of any change of manufacturing location.

In the event of any failure of this provision stated herein for the subcontractor, the SUPPLIER will compensate any direct and/or direct losses, penalties that the BUYER may itself incur from third parties owing to this failure.

5.8 Environmental and Social Responsibility of the SUPPLIER

-General Principles

The SUPPLIER acknowledges that he is acquainted with and adheres to the BUYER's sustainable development and business ethics requirements, as set out in the Charter of Fundamental Principles, which is available on the Legrand Group's Website - <http://www.legrandgroup.com/EN/>

The SUPPLIER undertakes to comply with the BUYER's sustainable development policy especially regarding environmental protection, compliance with social and labor applicable rules and policies, occupational health and safety of its employees, ethical conduct in business relationship and more specifically prevention of corruption and compliance with competition rules.

In terms of environmental protection, occupational health and safety and compliance with social and labor rules and policies, the BUYER's requirements which the SUPPLIER undertakes to comply with, are set out in article 3.1 « ENVIRONNEMENT », 3.2 « SAFETY », 3.3 « SOCIAL ISSUES » of the Purchasing Specifications appended in Annexe 2 of this Agreement.

In terms of prevention of corruption, the BUYER expects the SUPPLIER to reject corruption in all its forms, whether public and private, active or passive. To this end, the SUPPLIER undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption of each country he is established in and/or he operates in.

In terms of competition law, the BUYER expects the SUPPLIER to reject every unfair or anti-competitive practice and to demonstrate a law-abiding behaviour towards its competitors, its customers and its distributors. To this end, the SUPPLIER undertakes to comply with all applicable national and international laws and regulations relating to fair competition of each country he is established in and/or he operates in.

THE SUPPLIER undertakes to observe and to implement within its group principles of good business practices equivalent to those described in the Fair competition Charter of the BUYER especially concerning prohibited vertical agreements, abuse of market power or exchanging of privileged information with competitors. A copy of the Fair competition Charter of the BUYER has been delivered to the SUPPLIER.

THE SUPPLIER undertakes to ensure that its own suppliers and sub-contractors abide by the same rules of those defined herein.

- Audit program

The BUYER reserves the right to conduct at any time audits (in particular sustainable development) at the SUPPLIER'S sites in order to make sure that the SUPPLIER is complying with the aforementioned sustainable development and business ethics' requirements.

To this end, the SUPPLIER shall grant to the internal or external auditors mandated by the BUYER full access to its production and administrative sites.

6. Supply of Materials and Components by the BUYER

6.1 Free supply of Materials and Components

The BUYER may supply free of charge certain Materials and Components used to manufacture the Specific Products under the following terms and conditions:

6.1.1 Any Component and/or Material delivered and/or invoiced shall remain the unseizable property of the BUYER, irrespective of any in-house procedure at the SUPPLIER.

6.1.2 The SUPPLIER shall be responsible for storage, conservation, guarding and use of the Materials and/or Components supplied by the BUYER. These Materials and/or Components shall be identified and stored in a warehousing area reserved for the BUYER until their implementation.

6.1.3 Any scraps and surplus of Materials and/or Components supplied by the BUYER remain the property of BUYER and shall be returned at its first request. Should they be left at the SUPPLIER's disposal, their value will be set by joint agreement between the Parties and paid by the SUPPLIER to the BUYER.

6.1.4 The supplied Materials and Components shall be reserved for exclusive use in productions dedicated to the BUYER under this Agreement.

6.1.5 Said Materials and/or Components will be sent by the BUYER following receipt of the order from the SUPPLIER, the latter being responsible for triggering orders of Materials and/or Components from the BUYER.

6.1.6 Irrespective of which Materials or Components are involved, the SUPPLIER shall refer to the Group rules applying to said Components, available from the Lead Buyer in charge of the relevant purchasing family (for plastics, the SUPPLIER shall contact the Lead Buyer in charge of subcontracted plastic parts and thermoplastic moulding).

6.1.7 The Materials and/or Components BOM to be forwarded to the SUPPLIER by the BUYER will be counter-drafted and regularly updated by the Parties. This BOM will set the coefficients for normal

scraps and will determine which additional procurements shall be planned as a result. The SUPPLIER may be requested to provide documented evidence of consumption.

6.1.8 The SUPPLIER shall only use Materials and/or Components supplied by the BUYER. The SUPPLIER shall not take from its own stocks Materials to be covered by the BUYER, which will be required to execute the latter's delivery orders. However, the SUPPLIER may exceptionally do so in case of emergency, subject to the BUYER's prior written approval, which, in such a case, shall be bound to replace the items in question, or reimburse the value to the SUPPLIER, at the price negotiated at the time of entering into the Agreement. The SUPPLIER shall therefore provide a written guarantee that the stopgap solution provided meets the requirements of the relevant delivery order and of the acceptance terms and conditions set by the BUYER.

6.2 Supply of Materials and Components with invoicing

Besides the provisions referred to in sections 6.1.2 and 6.1.4 to 6.1.7 hereabove, which fully cover the BUYER's supply of Materials and/or Components subject to payment, the SUPPLIER shall also comply with the following provisions:

6.2.1 Any component delivered and/or invoiced by the BUYER and not paid for shall remain the unseizable property of said BUYER, irrespective of any in-house procedure at the SUPPLIER.

6.2.2 The SUPPLIER shall only use Materials and/or Components supplied by the BUYER. The SUPPLIER shall not take the Materials and/or Components required to execute the BUYER's delivery orders from any stocks other than those supplied by said BUYER. However, the SUPPLIER may exceptionally do so in case of emergency, subject to the BUYER's prior written approval. The SUPPLIER shall in this case provide a written guarantee that the stopgap solution provided meets the requirements of the relevant delivery order and the acceptance terms and conditions set by the BUYER.

6.3 Fraudulent use of Products, Materials and Components

The SUPPLIER undertakes not to use Products, Materials and Components supplied or produced by or on behalf of the BUYER for any purpose other than those governed by this Agreement.

7. Materials and Components purchased by the SUPPLIER according to the requirements defined by the BUYER

7.1 The Supplier undertakes to procure the Materials and/or Components referred to in Annex 7 herewith according to the BUYER's requirements.

These requirements shall define sourcing procedures and the related tariff terms and conditions. Said requirements shall be revalidated by the BUYER when necessary, and in any case, at least once a year.

The SUPPLIER shall notify the BUYER of any difficulty relating to these provisions. The SUPPLIER agrees not to enter into any renegotiation without prior approval of the BUYER.

7.2 Irrespective of which Materials or Components are involved, the SUPPLIER shall refer to the Group rules, available from the Lead Buyer in charge of the relevant purchasing family (for plastics, the SUPPLIER shall contact the Lead Buyer in charge of subcontracted plastic parts and thermoplastic moulding).

7.3 The levels of safety stocks of Materials and/or Components at the SUPPLIER will be negotiated and set out in the relevant Annex (No. 7).

These levels will be reviewed by amendment (i.e. changes to the annex) whenever necessary according to changes in production volumes on the one hand, and the situation of the relevant purchasing markets on the other hand.

7.4 Under no circumstances may the SUPPLIER request any compensation whatsoever from the BUYER if the procured Materials and/or Components are not used, excepting the repurchase of said

Components and/or Materials by the BUYER under the predetermined terms and conditions and for a maximum volume corresponding to the negotiated safety stocks (Annex 7).

8. Tooling

No tooling will be supplied by the BUYER as of the signing date of this agreement. Should it deemed necessary, the Parties may agree in writing to provide tooling to SUPPLIER for the purpose of manufacturing products.

9. Inspections / Tests during manufacture

Subject to any additional provisions which may be planned in the Purchasing Specifications, the BUYER will have the option, after having notified the SUPPLIER within reasonable time, of performing, at the SUPPLIER's plants, and during usual working hours, any tests it should deem necessary during the manufacture of Specific Products.

The SUPPLIER will be required to remedy, at its own cost, and in the shortest possible time, any nonconformity observed by the BUYER during these tests. These tests will neither diminish the SUPPLIER's exposure to liability, nor exclude any later refusal of Products.

10. Final acceptance of Specific Products

Should it deem it necessary, the BUYER may proceed, either at its own facilities or at the SUPPLIER's facilities, with the acceptance of Specific Products in order to check said Products are fully conform with the Technical Specifications and the terms and conditions of the Purchasing Specifications, prior to approving the production of said Specific Products, in accordance with any purchase order issued by the BUYER.

Should the acceptance procedure uncover nonconformities of Specific Products in relation to the Technical Specifications, the SUPPLIER shall be bound to remedy these defects in the shortest possible time and to submit the Products to new inspections, up to final validation by the BUYER.

The SUPPLIER will bear the full costs of any new study or development needed to meet the requirements set by the Technical Specifications.

11. Guarantees

11.1 Contractual guarantee of the SUPPLIER

The SUPPLIER guarantees the BUYER the refund or the replacement by new products of any defective Finished Products, as well as the take-on of all resulting costs, such as expenses for expert appraisals, disassembly, reassembly or transport of the Specific Products to their installation location, without prejudice to any claims for damages.

The SUPPLIER's guarantee is for twenty-four (24) months as from the commissioning of the Specific Products in an equipment or system introduced onto the market by the BUYER.

In particular, this guarantee covers defects resulting from poor quality raw materials, other than those that may have been supplied by the BUYER, and from design faults or poor manufacture.

11.2 Warrant and Return Material

"Principal" offers 1 year warranty period after invoice date of delivery and provides spare parts at least in 10 years after invoice date of delivery with reasonable charge. Such spare part procurement obligation of SUPPLIER will be in effect for the period of 10 years whether this agreement is expired and/or terminated by INFORM or mutual agreement of the parties. In event of breach of this obligation SUPPLIER agrees and undertakes to compensate all direct/indirect damages to BUYER which the BUYER may be against to pay its customers and/or other third parties.

If there is any defective on contract products, "Company" will declare to "Principal" within thirty (30) days after goods arrival. If defective happens after using the products, "Company" will declare to "Principal" within sixty (60) days as from approved defective. "Principal" will supply 2% spare part equivalent to each order.

11.3 Legal guarantee covering latent defects

The SUPPLIER guarantees the BUYER against latent defects in the Specific Products, in accordance with the provisions of clauses 1641 et seq. of the Civil Code.

11.4 Withdrawing products from sale

Should the BUYER estimate that the Specific Products must be withdrawn from sale for nonconformity of respective products, said BUYER will take the necessary measures towards its customers. The SUPPLIER will reimburse the BUYER for the costs incurred in withdrawing the relevant Products from sale and for making said Products conform with the Specifications each time that said withdrawal is due to a manufacturing defect that may be assigned to the SUPPLIER, to a component, to raw materials used for the manufacture or assembly of the Products other than those that may have been supplied by the BUYER and/or to any other cause that may be assigned to the SUPPLIER.

12. Product sustainability

The SUPPLIER undertakes to notify the BUYER by means of a registered letter with acknowledgement of receipt with a notice period of six (6) months should it plan to abandon the production of all or part of the Specific Products.

The BUYER may then increase the level of its orders during the six (6) months preceding the planned date for abandoning production, so as to meet its needs and find an alternative.

The SUPPLIER undertakes to grant the BUYER, at its first request and free of charge, a non-exclusive and irrevocable licence with sub-licensing rights to any industrial property rights, trade secret and know-how relating to the Specific Products, and undertakes to forward in the shortest possible time all related dossiers, data and knowledge to enable the BUYER to manufacture or have manufactured the Specific Products required for its industrial and/or commercial needs.

13. Exclusive rights / Non-competition

The SUPPLIER undertakes to provide the Specific Products exclusively to the BUYER throughout the whole period of the Agreement.

The SUPPLIER also undertakes not to produce or sell any products competing with the Specific Products for companies working in a sector competing with the BUYER's sector throughout the whole period of the Agreement.

14. Period of the Agreement

The Agreement shall enter into force as from the date of its signing by both Parties and is entered into for a period of _____ (_____) years.

This Agreement will be automatically renewed for a further year at the end of the initial term and each following year unless BUYER gives written notice of termination, 3 (three) month prior to the completion of the agreed period.

BUYER may terminate this Agreement at any time 3 (three) months after receipt by the SUPPLIER of a registered letter with acknowledgement of receipt sent to the SUPPLIER informing it of the decision for termination.

15. Mutual non-disclosure and obligation of secrecy

The Parties, throughout the whole period of the Agreement and for a period of five (5) years after its expiration, undertake to deem and handle as strictly confidential both the contents and existence of this Agreement, and any data and information exchanged between the Parties for the execution of said Agreement, irrespective of whether said data and information were stamped as "Confidential" at the time of their communication.

The Parties agree not to use this data and information for any purpose other than the execution of this Agreement or the implementation of its provisions.

The Parties undertake not to disclose either the contents of this Agreement, or any data or information that may be exchanged between them as part of the execution of said Agreement, to any person other than the members of their own personnel duly accredited for this purpose.

The Parties also undertake to have said persons expressly undertake to comply with the obligation of secrecy and security measures stipulated in this Agreement, and not to use the data and information for any purpose not covered by this Agreement.

16. Intellectual property

16.1 This Agreement shall not be construed under any circumstances as conferring any intellectual property rights of the BUYER whatsoever to the SUPPLIER.

16.2 The SUPPLIER guarantees the BUYER that the Specific Products delivered or the services rendered in application of this Agreement do not infringe any intellectual property right belonging to a third party.

In all cases, the SUPPLIER will assume the consequences of any legal proceedings likely to be brought in the event of an offence against the above-mentioned property rights, and shall exempt and clear of any liability both the BUYER and its customers or any other person for whom the BUYER should act as intermediary.

16.3 Under this Agreement and throughout its whole period of validity, the BUYER authorizes the SUPPLIER to fix the BUYER's brand name owned by the latter to the delivered Specific Products, according to the procedures defined in Annex 6 herewith. The SUPPLIER agrees not to deliver to any customer other than the BUYER, the Specific Products thus marked; the SUPPLIER also undertakes not to file any brand name applications that may be confused with the BUYER's brand.

16.4 In the event of orders including study or development, the BUYER shall acquire full, indivisible and exclusive ownership of any results, whether fit for patenting or not, and of any intellectual property rights consequential to the order. Only the BUYER may file applications for the relevant intellectual property titles.

17. Audits

The BUYER may audit the manufacturing and testing process for the Products at the SUPPLIER's facilities in order to evaluate the methods, means and organizations implemented and impacting on the reliability and technical quality of the Products, provided that it performs said audit during working days and hours at the relevant location and notifies the SUPPLIER at least one (1) week in advance.

The SUPPLIER will only use subcontractors who will commit themselves to accept similar audits.

18. Termination of the Agreement

18.1 The failure of the SUPPLIER to meet any one of its obligations as defined under this Agreement shall lead to the ipso facto termination of said Agreement thirty (30) days after the receipt of formal notice to execute said obligation(s) by means of a registered letter with acknowledgement of receipt which has remained without effect, without prejudice to any damages.

18.2 Should the SUPPLIER fail to meet its obligations under the progress agreement such as referred to in article 5.3 hereabove, the BUYER may terminate this Agreement provided that it notifies the SUPPLIER thirty (30) days in advance by means of registered letter with acknowledgement of receipt.

18.3 Should the SUPPLIER be in material breach of the obligations relating to sustainable development and business ethics promotion such as defined in article 5.8 hereabove and fail to remedy such breach or take positive steps towards remedying such breach within thirty (30) days of formal notice of such breach addressed by means of a registered letter with acknowledgement of receipt, the BUYER reserves the right to terminate this Agreement, without prejudices to any damages.

18.4 This Agreement is entered into with regard to the SUPPLIER. Accordingly, in the event that said SUPPLIER loses its independence following a change in its capital or in the event that it is taken over by a competitor, the BUYER reserves the right to terminate this Agreement forthwith.

18.5 In the event of a legal redress or judicial winding-up of the SUPPLIER, the BUYER reserves the right to terminate this Agreement immediately without prior notice.

19. Force majeure

The Parties reserve the right to suspend all or part of their obligations in case of a force majeure event or an act of God. This includes the following in particular: embargo, shortage of raw materials, sabotage, natural disaster, acts of government and changes to the regulations applicable to this Agreement or to the Specific Products.

Should the period of suspension exceed one (1) month, the Parties presently agree to meet during the week following the end of this period in order to negotiate the outcome of this Agreement.

Should the negotiation fail to provide a conclusion after a period of one (1) month as from the date of the first meeting, the Agreement will be automatically terminated.

20. Liability / Insurance

20.1 As manufacturer of the Specific Product, the SUPPLIER remains liable for any bodily harm, material or moral prejudice inflicted on the BUYER and its direct or indirect buyers, through its own fault, that of its agents and attendants, subcontractors, suppliers and service providers.

20.2 The SUPPLIER declares having taken out an insurance policy from a known creditworthy company whose purpose is to cover any financial consequences of, but not limited to these, 19.1 and civil liability that it may incur and resulting from any bodily harm, material or moral prejudice that third parties may suffer during the ordinary and/or any other use of Special Products . The SUPPLIER undertakes to communicate, on simple request from the BUYER, all relevant certificates. The SUPPLIER also undertakes to settle any insurance premiums relating to this policy throughout the period of execution of the Agreement.

20.3 The SUPPLIER declares having taken out an indemnity insurance policy from a known creditworthy company whose purpose is to cover any financial consequences of product sustainability that third parties may suffer during the ordinary and/or any other use of Special Products. The SUPPLIER undertakes to communicate, on simple request from the BUYER, all relevant certificates. The SUPPLIER also undertakes to settle any insurance premiums relating to this policy throughout the period of execution of the Agreement.

21. Subcontracting

Should the SUPPLIER consider subcontracting all or part of the manufacture of the Specific Products governed by this Agreement, the SUPPLIER will notify the BUYER in advance in writing to enable said BUYER to give or withhold its express written approval of any such operation.

Should the BUYER give its approval, the SUPPLIER will remain fully liable for any consequences on the BUYER.

22. Transfer of the Agreement

This Agreement may not, under any circumstances, be subject to a transfer, in full or in part, for a fee or free of charge, by either of the Parties without prior written approval from the other Party.

23. Changes to the Agreement

This Agreement may not be changed except by written amendment signed by both Parties.

24. Applicable law - Attribution of jurisdiction

This Agreement, drafted in as many copies as there are Parties, is governed by French law.

In the event of a translation, the French version of this Agreement will have probative force between the Parties.

In the event of a dispute concerning the construction and/or execution of this Agreement, the Parties agree to seek an amicable settlement prior to taking any legal action.

Failing an amicable settlement, the most diligent Party may refer the matter to the Commercial Court in Limoges.

The provisions of the above paragraph shall apply even in cases of provisory settlement, incidental claim, third-party complaint or multiple defendants.

Drafted at 24 substance on / / 2021 in 2 copies

For INFORM/TURKEY
Mr. Levent ILGIN

For _____
CEO

ANNEXES

Annex 1 - List of Products, standard delivery times per article and safety stock

The Agreement does not provide for any commitment on volumes. Where volumes are given, it shall be specified that these are given for information only and do not correspond to any purchasing obligation.

List of products

BUYER reference	SUPPLIER reference	Description	Specification drawing No.	Tool reference	Lifetime (year or number of parts)	Delivery time
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Annex 2 - Purchasing Specifications

Annex 3 - Technical Specifications for the Specific Products

Annex 4 - Prices of the Specific Products

Prices

BUYER reference	SUPPLIER reference	Number of the indexed technical specification	Price

Price breakdown (according to the nature of the purchase)

Minimum breakdown: the parts relating to added value, materials, packaging costs and transportation costs.

Annex 5 - SUPPLIER traceability procedures

Annex 6 - Methods for fixing the INFORM brand name

Annex 7 - List of components procured by the SUPPLIER and targeted by a BUYER purchasing policy

Annex 8 - References and prices for components supplied by the BUYER

Annex 9 - SUPPLIER insurance policy