*General Terms and Conditions:*

1. In addition to the provisions and conditions specified in the Purchase Order/Contract and any appendices sent by Ekinoks-AG Defence Industry Corp. (EKİNOKS-AG) to the bidder (“SUPPLIER”), the provisions and conditions specified in this document constitute the conditions of the order placed by EKİNOKS-AG to the SUPPLIER.
2. Each order given by EKİNOKS-AG must be in written form. Orders declared verbally or by phone must be confirmed in written form for validity.
3. The supplier who accepts the order is deemed to have accepted the provisions of the ‘General Terms and Conditions of Purchase,’ the quality requirements specified in the ‘Order Form,’ and any special conditions mentioned in the ‘Order Form,’ which are inseparable conditions of the order.
4. Unless written request or approval is received from EKİNOKS-AG, the SUPPLIER can not make any changes to the technical requirements, quantities, or contracts of the orders previously issued by EKİNOKS-AG. However, the SUPPLIER may propose suggestions to EKİNOKS-AG that reduce costs and improve product quality or the process.
5. Any notification or statement made during the execution of the contract will be made to the address, email, and/or fax numbers provided by the SUPPLIER to EKİNOKS-AG. The SUPPLIER is obliged to inform EKİNOKS-AG in writing of any changes to this information.
6. The SUPPLIER agrees to carry out its production and service procurement activities in accordance with global responsibility principles, respecting society, the environment, and human rights, and to comply with national and international directives, laws, and regulations regarding substances/chemicals that are banned or restricted for use. The SUPPLIER also agrees to adhere to Occupational Health and Safety rules and mandatory standards during its activities and to provide the necessary information and requirements along the supply chain.
7. The SUPPLIER is expected to comply with all laws and regulations related to trade ethics. The SUPPLIER should establish its corporate governance principles considering national and international best practices, define its ethical principles, and act with sensitivity to compliance with these principles.

Order Terms and Conditions:

1. The SUPPLIER agrees to fully comply with the technical drawings, CAD files, specifications, any type of computer data or printed data provided by EKİNOKS-AG for the purchase of goods or services, the general and special conditions, the delivery dates, quantities, delivery locations, and other conditions specified in the shipping plan. If the supplied materials do not meet these conditions, EKİNOKS-AG has the right to return the products. The technical support and inspections provided by EKİNOKS-AG for product/service procurement, when necessary, do not relieve the SUPPLIER of its responsibility.
2. All technical documentation, tools, equipment, models, molds, masters, fixtures, raw materials, auxiliary materials, and/or samples that have been delivered to the SUPPLIER or for which payment has been made by EKİNOKS-AG for the production of the ordered products remain the property of EKİNOKS-AG. In case of damage or loss of these items, EKİNOKS-AG has the right to claim compensation for the loss and any related damages from the SUPPLIER without the need for legal action, or to deduct the cost from any payments to be made to the SUPPLIER. In such cases, the damaged property of EKİNOKS-AG will be returned to EKİNOKS-AG.
3. If EKİNOKS-AG encounters any issues with the products/services received from the SUPPLIER, EKİNOKS-AG will inform the SUPPLIER via the Supplier Corrective Action Request Form and request corrective actions.
4. A non-conformance notification may also be made if defects are identified in the later stages of the product, even if they were not immediately detectable during material acceptance. The fact that a non-conformance was not reported at the time of material acceptance does not prevent notification to the SUPPLIER when the non-conformance is discovered.
5. If deemed necessary, EKİNOKS-AG may accept and use non-conforming materials under the condition of ‘Limited Use.’ However, this does not imply that EKİNOKS-AG’s specifications and expectations regarding these materials have changed, nor does it mean that EKİNOKS-AG agrees to continue using the products under the same non-conforming conditions in the future.
6. In case of major non-conformance and/or repeated non-conformances, EKİNOKS-AG may, if necessary, place the SUPPLIER in a ‘Prohibited’ status.

Warranty Terms:

1. Unless otherwise specified in the Purchase Order, the SUPPLIER warrants that all products, services, equipment, materials, and assemblies provided under the order are new (not repaired, corrected, refurbished, modified, altered, counterfeit, not subjected to intensive care, and not sourced from remaining inventory due to canceled contracts/orders), free from any design, material, workmanship, or manufacturing defects, and conform to commercial quality standards.
2. The SUPPLIER will, within 15 days of being notified of a defect by EKİNOKS-AG, re-perform the product/service or replace it with a new one, or rectify the defect in the work. If the service has not been performed correctly, the SUPPLIER will perform it in accordance with the contract/purchase order within the time period specified by EKİNOKS-AG.
3. The SUPPLIER guarantees that the products conform to EKİNOKS-AG's specifications, drawings, and data, as well as to the SUPPLIER’s own definitions and commitments. The SUPPLIER also guarantees that, provided the SUPPLIER has knowledge of the intended use, the products are suitable for the purposes planned by EKİNOKS-AG, have been stored in compliance with the instructions, and are not inferior in terms of quality and performance.
4. The warranty period is twenty-four (24) months, unless otherwise specified in the Purchase Order.
5. Unless otherwise specified in the Purchase Order, the warranty period begins upon acceptance of the product/service by EKİNOKS-AG.
6. The warranty period for products and parts replaced or repaired under warranty will be extended by the period during which these parts were out of service.

Delivery and Shipping Terms:

1. Unless otherwise specified in the purchase order/contract, the dates specified in the shipping plan are the dates by which the products must be in EKİNOKS-AG's warehouses. Delivery time will not be extended except in cases of force majeure. The SUPPLIER will pay a delay penalty to EKİNOKS-AG for each calendar day of delay in the following cases:
	* If the material is not delivered within the specified delivery time.
	* If the material does not meet the technical specifications, drawings, and other documents specified in the order.
	* If corrective actions are not performed on undelivered materials within the delivery period.

The delay penalty is as follows:

* + For orders up to 50,000 TL: 1% of the order value per calendar day of delay.
	+ For orders of 50,000 TL or more: 0.05% of the order value per calendar day of delay.
1. EKİNOKS-AG has the right to offset the delay penalty from any receivables from the SUPPLIER, payments to be made to the SUPPLIER, or by propounding the SUPPLIER’s guarantee letters held by EKİNOKS-AG.
2. The SUPPLIER is obligated to deliver the products/services specified in the order by the delivery date mentioned in the ‘Order Form.’ If the SUPPLIER anticipates that they will not be able to meet the specified delivery date, they are required to notify EKİNOKS-AG immediately.

Evaluation and Performance Terms:

1. Suppliers are scored using the "Supplier-Vendor Assessment and Evaluation Form" during the initial evaluation. Based on the score received, suppliers are categorized according to the table below:

Table -Supplier Levels

|  |  |  |
| --- | --- | --- |
| ***Level*** | ***Score Range*** | ***Description*** |
| A | 85-100 | Approved for cooperation, subject to periodic evaluation every 5 years. |
| B | 75-84 | Approved for cooperation, subject to periodic evaluation every 4 years. |
| C | 60-74 | Approved for cooperation, subject to periodic evaluation every 3 years. |
| D | 40-59 | Not approved for cooperation in its current state, but developmental suggestions are provided. Re-evaluated within a period determined through mutual discussions. |
| E | <40 | Not approved for cooperation. |

1. Suppliers are evaluated after each order based on product compliance and timely delivery performance.

Force Majeure:

1. Force majeure events include the following occurrences:
2. General epidemics,
3. Total war,
4. Legal strikes,
5. Government restrictions and embargoes,
6. Export licenses.
7. The above events will be considered as force majeure conditions.
8. If a force majeure event occurs, the SUPPLIER must inform EKİNOKS-AG in written form about the force majeure situation and its effects within 7 (seven) days from the occurrence of the force majeure event and provide supporting documents on how it was affected by the force majeure. EKİNOKS-AG will review the application and, if appropriate, notify the SUPPLIER of the extension of the deadline with a force majeure acceptance letter. If EKİNOKS-AG determines that its operations are not affected by the force majeure, it will notify the SUPPLIER in written form, and the force majeure request will be invalidated.
9. The SUPPLIER will not be entitled to any additional rights, price increases, price differences, or any compensation other than the extension of the deadline granted by EKİNOKS-AG due to force majeure.
10. If the delivery period is extended due to force majeure for more than 1/3 of the total delivery time, EKİNOKS-AG has the right to unilaterally cancel the relevant order with written notice.

Confidentiality Provisions:

1. The SUPPLIER is responsible for taking the necessary measures to ensure and secure the information security of all physical and electronic information assets belonging to EKİNOKS-AG. The SUPPLIER and its employees are obligated to maintain the confidentiality, integrity, and accessibility of all information belonging to EKİNOKS-AG that they come into contact with.
2. In cases where molds and/or raw materials are provided by EKİNOKS-AG for work to be performed, the SUPPLIER is responsible for the maintenance and protection of the given molds and/or materials. Without the approval of EKİNOKS-AG, these molds and/or materials cannot be used to carry out work for third parties.
3. All equipment, measuring instruments, and documents mentioned above are strictly confidential commercial information and cannot be copied in any way; without written permission from EKİNOKS-AG, they cannot be transferred or sold to third parties.