

To be used as an Appendix for entire IMMA Proforma Invoice, Quotation and Deals, showing the Terms and Conditions as an obligatory part of deals.

1. Definitions and Interpretation:

- 1.1. "Buyer" means the person or corporate organization, who Orders the Goods and/or Services from IMMA and includes any permitted transferee;
- 1.2. "IMMA" means the IMMA Group entity specified in the Proforma;
- 1.3. "IMMA Group" means any subsidiary IMMA Global Sanayi A.S., IMMA Global Technick S.A. and IMMA Global Engineering Ltd;
- 1.4. "Proforma" means the quotation, which contains technical information and figures, quotation and major conditions of sales and delivery, prepared by IMMA, sent by corporate address & ways to Buyer, includes designated corporate bank account.
- 1.5. "Parties" means IMMA and Buyer; "Party" means any of IMMA and Buyer;
- 1.6. "Contract" means the deal between IMMA and Buyer, framed with Proforma, General Terms and Conditions and Order.
- 1.7. "Order" and "Order Confirmation" means the purchase order issued by the Buyer to IMMA based on Proforma the Goods and/or Services, with an act of payment.
- 1.8. "Goods" means the goods specified in the Order (including any embedded or standalone software) which IMMA agrees to provide in the Order Acceptance;
- 1.9. "Services" means the services specified in the Order which IMMA agrees to provide in the Order Acceptance, including, operating, installation, maintain, consulting, design, engineering and/or other services.
- 1.10. "Supplier's Equipment" means equipment, including Goods, which have remote monitoring hardware and software installed, connected, and activated by IMMA for the Buyer pursuant to a Contract;
- 1.11. "Delivery Date" means the date for delivery of the Goods and/or Services as specified in the Proforma.
- 1.12. "IMMA Notice" means notices arriving from IMMA about "Readiness", "Due Payment", "Incompetence" and other remarks.
- 1.13. "Due Date" means for any sales 8 working days from the date of invoice or IMMA's notice;
- 1.14. "Terms" means all of this "Terms and Conditions of Sales" document.

2. General Terms

- 2.1. The Proforma will be considered as Contract if the Parties doesn't sign an additional contract, which has the contact and communication details of the Parties, contents, included and excluded items mentioned with other details.
- 2.2. The Order will be "confirmed" when any of the followings are performed.
 - 2.2.1. Receipt of the full or down payment in our below mentioned account.
 - 2.2.2. Duly signed & stamped copy of this PFI by the Buyer & IMMA.
- 2.3. Receipt of any payment means the Contract is in full force, Buyer and IMMA duly agree and accept the entire terms and conditions of the Proforma and Terms without an exception, even the Parties don't have a written Contract or signature.
- 2.4. When the Items are ready for shipment, IMMA shall send an "Item Readiness Notice" to the Buyer for receiving the remaining payment and collecting the Items by the Buyer or ship the Items as agreed.
- 2.5. IMMA will have the right of the ownership of the items until duly been paid by the Buyer. The Buyer is obliged to pay the each and remaining sum or agreed instalments within 10 banking days after "IMMA's Notice" for payment. After the 15 days;
- 2.6. IMMA may accept or reject any Order in its absolute discretion and for its sole interest at any time. The Order acceptance is subject to be written confirmation of IMMA after Order back to Buyer, even the payment was received.
- 2.7. IMMA may without notice suspend or terminate the supply of Goods and/or Services or the granting of any rights where any Amount Payable remain(s) unpaid after the Due Date and IMMA can recover all costs and losses associated with such suspension or termination action. The Buyer must provide IMMA with a Security Interest for payment as and when required by IMMA.
- 2.8. The Proforma with the latest date contains the entire details between IMMA and the Buyer with respect to its subject matter and supersedes all prior communication and agreements. The Buyer acknowledges that in entering into the Contract it does not rely on any communication that has not been expressly set out in the Contract.
- 2.9. The Buyer agrees that any Order which it issues to IMMA shall be an offer to procure Goods and/or Services from IMMA under these Terms.

3. Warranty & Support:

- 3.1. Except where otherwise is stipulated, IMMA warrants that the Goods supplied shall, under proper use, be free from defects in materials and laboring and conform to the Contract for a period of 3 months. In this clause the "proper use" means installation, commissioning, operation and maintenance in accordance with IMMA documentation and instructions and the "defects" means any defect and/or omission in materials or laboring and any nonconformity with the Contract. In no event does IMMA give any warranty to parts or components manufactured and/or supplied by any third party, unless otherwise agreed.
- 3.2. Except where otherwise is stipulated by law and subject to clause of "Liability", the warranties set out in Warranty clauses are in lieu of all other

warranties or conditions express, implied or statutory, including but not limited to warranties of satisfactory quality and fitness for a particular purpose and any remedies for consequential or other loss against a manufacturer of the Goods. No other warranties express or implied are given unless they are expressly given by IMMA in writing.

- 3.3. To the extent that IMMA is unable by law to exclude its liability, obligations under this clause, shall be limited at IMMA's option to making good by repair or replacement of any Goods in which any defect appears or in the case of Services the cost of providing the Services again. Any warranty claim must be notified in writing by the Buyer to IMMA within the applicable warranty period.
- 3.4. Damages caused by power surges, laboring / operation, source of supplies (energy, water, pressured air, etc.), environmental conditions, consumables, operating parts, accidents, attacks, any 3rd party intervention / part / service / laboring are not covered in the warranty / guarantee clause.
- 3.5. Entire calls for the warranty are subject to IMMA appointed technical staff to confirm the statement, requirement, failure, repair and replacement is covered by warranty period, which is 1 year (maximum 14 months after the shipment)
- 3.6. The warranty, warranty rights and conditions cannot be transferred or assigned by the Buyer, when the Goods are sold, leased, rented or transferred.
- 3.7. According to Turkish Laws, IMMA has to supply spare part and consumable for a period of 10 years.
- 3.8. Any returning item is on Buyer's expense until IMMA's designated warehouse.
- 3.9. The Buyer duly acknowledged that the warranty period, support and servicing will not be provided in case of any repair, service, spare part, modification, replacement is done by any 3rd party including Buyer's team without IMMA's written approval. All these activities immediately effect the termination of IMMA's responsibilities for warranty and support.
- 3.10. Are consumables are not covered by the warranty statement.
- 3.11. IMMA will not accept any liability, risk or responsibility for returned Goods. Freight costs to the IMMA designated warehouse for returned Goods are the responsibility of and to the Customer's account.
- 3.12. The Buyer has to order the required Goods properly. Any mistake or lack of ordering the wrong Good is on Buyer's account.

4. Liability:

- 4.1. To the extent permitted by law, neither party is liable to the other party for any punitive or pure economic cost, indirect, incidental, special or consequential loss or damage; economic loss; loss of opportunity; loss of production; loss of use; loss of sales; loss of goodwill; loss of profit or anticipated profit; or revenue, in each case whether foreseeable or not, suffered or incurred by the other party howsoever arising, including out of a breach by the other party of this Contract, a tortious or delictual (including negligent) act or omission, in equity, a breach of a statutory duty or obligation, or otherwise (whether or not such loss or damage was foreseeable by either party).
- 4.2. To the extent permitted by law, at all times, IMMA's total aggregate liability shall be capped at 100% of all the amounts paid for the relevant Goods and/or Service to which the claim relates under the relevant Order Acceptance (which for the avoidance of doubt also shall include any price reduction or market value for replaced or repaired/terminated Goods and/or Service claimed by the Customer), except nothing in this Clause excludes or restricts IMMA's liability for death or personal injury or property damage suffered or incurred by Buyer in connection with the relevant Order Acceptance.

5. Delivery

- 5.1. The Terms, Date and Conditions of the Proforma is valid for the Parties.
- 5.2. If IMMA is not able to ship the Goods to the Buyer on the Delivery Date due to the Buyer's inability, unavailability or unwillingness, IMMA reserves the right to dispatch any Goods at IMMA's discretion or store at the expense and risk of the Buyer and the right of IMMA to claim damages for breach of such obligation.
- 5.3. If the Buyer fails to collect or take delivery of the Goods within 7 working days after IMMA Notice of Readiness. months of the Delivery Date, IMMA shall be entitled, without prejudice to its other rights, to terminate all or part of the Contract, to dispose of the Goods and to charge the Buyer compensation of 30% of the Proforma value within 10 working days of IMMA issuing the corresponding invoice. The parties agree that such sums payable to IMMA under this clause are a genuine pre-estimate of the costs and losses which IMMA would suffer from the Buyer failing to take delivery of the Goods.
- 5.4. IMMA will deliver the Services in accordance with the service delivery schedule provided to the Buyer.
- 5.5. Any damage or shortage to the Goods has to be informed to IMMA within 3 calendar days with proves of picture and videos. If the Buyer does not notify IMMA within this period, the Buyer is deemed to have accepted the Goods unconditionally.
- 5.6. The Delivery date of Good is subject to Order Confirmation date, not Contract or Proforma date.
- 5.7. The Delivery Date is estimated in good faith and while reasonable effort is made to meet an estimated Delivery Date or the service delivery schedule

IMMA will not be liable for any loss incurred as a result of delay or failure to make any supply of Goods and/or Services by the Delivery Date. Further, IMMA will not be liable for any loss incurred as a result of any failure to observe any of these Terms due to an act or omission of the Buyer. If IMMA fails to supply the Goods and/or Services by the Delivery Date, without force-majeure or reasonable reason; the Buyer will be entitled to liquidated damages calculated at the rates stated in the Proforma, which cannot exceed 5% of the individually Good and/or Service cost value of the Proforma.

6. Payment

- 6.1. IMMA has the right of the ownership of the Goods until duly been paid by the Buyer.
- 6.2. The Buyer has to make the transaction of payment as written and agreed in the Proforma
- 6.3. If the Buyer fails to pay full amount or any instalment agreed, IMMA shall be entitled, without prejudice to its other rights, to terminate all or part of the Contract, to dispose of the Items and to charge the Buyer compensation of 25% of the full amount of Proforma, to be paid by the Buyer within 10 days of IMMA issuing the corresponding invoice. The Parties agree that such sums payable to IMMA under this clause are a genuine pre-estimate of the costs and losses which IMMA would suffer from the Buyer failing to take delivery of the Items.
- 6.4. The Buyer agrees to pay that if any amount payable is not paid by the Due Date, IMMA shall be entitled to charge and recover interest at the rate of 0,90% per week or part thereof on the Amount Payable overdue for the period between the Due Date until payment is made in full.
- 6.5. The Buyer agrees to indemnify and keep indemnified IMMA against any costs incurred by IMMA in connection with the Buyer's failure to pay on the Due Date, including but not limited to legal fees on an attorney, trial & court costs and own client scale, including collection charges, on an indemnity basis and debt collection agency fees.

7. Installation:

- 7.1. If required and agreed, IMMA shall send an installation team for full installation or supervision team as written in the Proforma
- 7.2. IMMA shall provide a training, operating and preventive maintenance course to Buyer appointed team during the installation period, who has to be hired and cooperate with IMMA team.
- 7.3. Buyer has to obtain all the related equipment, tools, items, etc. for installation before IMMA's team departure for installation. Any delay, lack of item or inconvenience for auxiliary items, tools, equipment and components supply is on Buyer's account and subject to extra charge.

8. Termination: IMMA has the right to terminate the Contract with any of the followings

- 8.1. Buyer is in breach of any of these Term means the termination of Contract, and duly been agreed and accepted to pay a penalty of 25% of the Contract value irrevocably to IMMA.
- 8.2. Buyer suspends or threatens to suspend payment of its debts or is or becomes unable to pay its debts when they are due or enters
- 8.3. IMMA's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy, takes any step in connection with having any external manager or controller appointed (including any receiver, administrator, liquidator of any kind) or informs any person that it is, presumed to be, insolvent or if the Buyer ceases or threatens to cease to carry on business or any guarantee or security given to IMMA in relation to the Buyer is revoked or unenforceable then IMMA may, at its sole discretion, upon written notice to the Buyer;
- 8.4. The Buyer or any 3rd attempts to repair, replace, maintain the Goods, parts or components including IMMA's 3rd party supplied items and goods.
- 8.5. If a Force Majeure event prevents, hinders or delays a party's performance of its obligations for a continuous period of more than three (3) months, then IMMA may terminate this Contract by giving two (2) weeks' written notice to the Buyer.
- 8.6. The Order cannot be cancelled, terminated, changed or postponed by the Buyer without the prior written authorization and agreement of IMMA and Buyer will indemnify IMMA (less of any cancellation fee of 25% minimum of the Order) for any loss, cost or damage which arise as consequence of any breach in relation hereto.

9. "Force Majeure" shall be any event or circumstance beyond IMMA's control and shall include but not be limited to any shortage of electricity or water, lack of production, capacity or raw materials, strikes, lock outs, labor disputes, fires, floods, acts of God or public enemy, malicious or accidental damage, delays in transport or delays by a carrier servicer, breakdowns in machinery, non- performance or failure by any bank in relation to sending or receiving money under this Contract due to trade or compliance restrictions, trade sanctions or embargoes (including new, expanded or changed in scope, and restrictions or prohibitions by any government or any semi- government authorities or any new circumstance, act or omission of the Buyer or a third party that would or is likely to result in IMMA being in breach (or in the reasonable opinion of IMMA is likely to become in breach) of any law (including extraterritorial laws), any financing arrangements, including any loan facilities or issued notes of IMMA Global AS or any of its affiliates, or the Terms or Contract;

10. In these Terms, unless the context otherwise requires: headings are for ease of reference only and do not affect interpretation; the singular includes the plural and vice versa; a reference to a document or instrument includes the document or

instrument as novated, altered, supplemented or replaced from time to time; a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; a reference to a legislative requirement or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and the meaning of general words is not limited by specific examples introduced by the words including, for example or similar expressions. The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply

11. If a provision of these Terms is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or unenforceable must to that extent and in that jurisdiction be treated as deleted from these Terms. This does not affect the validity or enforceability of the remaining provisions.
12. Nothing in these Terms is intended to exclude, restrict or modify rights which the Buyer may have under any legislation to the extent it may not be excluded, restricted or modified by agreement.
13. Except as otherwise expressed in these Terms, no right, power, privilege or remedy conferred is intended to be exclusive of any other right, power, privilege or remedy.
14. Neither Party shall cause, permit or tolerate an unsafe condition or activity over which that party has control over. If a party observes or becomes aware of an unsafe condition, that party may request the other party to remove or, to the extent reasonably possible, mitigate the effect of the unsafe condition, and the other party must comply with that request. IMMA reserves the right to suspend work under the Contract if unsafe conditions exist, to which IMMA's personnel (including but not limited to its directors, employees, contractors or subcontractors) may be exposed, until such time as the unsafe conditions have been rectified. IMMA is entitled to a reasonable extension of time for any delays caused by the unsafe condition(s).
15. The Buyer shall strictly comply with, and adhere to, all applicable Sanctions of UN and/or Turkey. Authority where required by applicable Sanctions. Neither Party shall be required to take any action that would cause it to violate any applicable Sanctions. In case Customer cannot comply or IMMA recognized Customer is in such an act, then the Contract and responsibilities of IMMA will be null and terminated.
16. Buyer shall comply at all times with the essence of the International Code of Conduct, a copy of which is available on request, and with all applicable laws, statutes and regulations, in particular those related to anti-bribery and anticorruption. Failure to comply with this article shall constitute a material breach which will entitle IMMA to terminate the Contract immediately.
17. IMMA may assign, novate or otherwise deal with the Contract pursuant to these Terms without the consent of the Buyer, to the extent permissible by law. The Buyer agrees to provide all assistance reasonably required by IMMA to give effect to its rights under this clause.
18. Orders, notice and entire corresponding between IMMA and Buyer may be sent by registered e-mail (return receipt requested). If by registered mail, such notice or demand shall be deemed delivered 7 Days after the date of posting and, if sent by email, at 9.00 am (Buyer time) on the next business day after transmission. Each of the parties may, from time to time, change their addresses, fax numbers or other contact details to ensure continued receipt of notifications by notifying the other party in writing.
19. To the extent permitted by law, IMMA is under no liability in respect of Goods exported without necessary licenses, authorizations or consents. Any required local certificates, documents, tests and other official requirement are on Buyer's account.
20. No person who is not party to a Contract shall have any right to enforce any term of a Contract.
21. This Contract shall be governed by and construed in all respects in accordance with the laws of Turkey.
22. Any dispute arising out of or in connection with this Contract including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Istanbul Arbitration Centre Rules of Arbitration, which Rules are deemed to be incorporated by reference into this clause. The Emergency Arbitrator Rules shall not apply. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Istanbul, Turkey. The language to be used in the arbitral proceedings shall be English.

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