

TERMS and CONDITIONS for PURCHASING

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TERMS and CONDITIONS for PURCHASING

1 DEFINITIONS

1.1 Buyer means, SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş and/or the customer of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

1.2 Vendor means Subcontractor, service provider, manufacturer, vendor, labor provider or manufacturing companies.

1.3 Seller means subcontractor.

1.4 The product is the good/goods included in the scope of any Purchase Order. Goods may be in the form of material, services, documents, data, software, software documents, and other information that have been or will be shipped to SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

1.5 Parties mean SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş and the supplier.

2 PRICES

2.1 Packaging, transportation and similar costs that will affect the price are not accepted unless specified in the offer.

2.2 Prices will be fixed as long as the Purchase Order is valid.

2.3 If unit and total prices do not match, unit prices are taken as basis.

3 ORDER

3.1 The bidder (hereinafter referred to as the "SELLER") is obliged to conclude a Contract or confirm the Order Form within 3 (three) working days when he is called to conclude a Contract within the validity period of his offer or the Order form is sent.

3.2 If the confirmation of the order does not reach the "BUYER" within 3 (three) working days from the date of the order, the "SELLER" shall determine the price specified in the order, compliance with the delivery date, capacity adequacy, etc. he will be deemed to have accepted the conditions. The "BUYER" can cancel the order or change the Order terms.

3.3 Any changes to be made by the "SELLER" on the Purchase Order will only be valid if the "BUYER" gives written approval.

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3.4 If the "SELLER" is not available in the standard production or if the Order in question is partially or mostly out of the Supplier's Standard production / service and will affect the Supplier's production abnormally, then this situation will be immediately notified to the "BUYER". If deemed necessary and conditional acceptance of the offered product or service is possible, the "BUYER" may revise his order or cancel his order if acceptance is impossible due to the aforementioned reasons. In both cases, the Supplier will be informed in writing.

4 DELIVERY TIME AND LOCATION

4.1 Delivery period starts on the Effective Date and is delivered within the agreed leadtime (SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş request date and approved Seller delivery date).

4.2 As stated in Article 7, the delivery period shall not be extended except in cases of Force Majeure cases notified in writing to SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

4.3 For goods and/or services not delivered on the delivery date, the provisions of Article 8 apply.

4.4 Unless otherwise notified in writing by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş., the place of delivery is SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

Shipping and Billing Address:

SKYMARK AVIATION TECHNOLOGIES INC.

Saray Mh. Bayraktar Cd.

1074.Sk. No:147/ P-R

06980 Kahramankazan / Ankara

4.5 Unless otherwise stated, the responsibility of delivery of the transportation costs and materials to the facility of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş. belongs to the "SELLER".

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5 INSPECTION AND ACCEPTANCE

5.1 Inspection and acceptance of the goods and/or services to be delivered shall be made by the authorities of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

5.2 In case of inspection by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş authorities at SELLER's facilities, the acceptance process will be completed after the goods are delivered to SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş and entered to the warehouse. The ownership of the delivered goods will pass to SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş after the acceptance inspection.

5.3 Representatives of the SELLER may be present during the inspection.

5.4 The inspection report prepared by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş members in accordance with the technical specification is certain and binds the parties. In case the delivered goods and/or services do not comply with the specifications, SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş has the right to reject the goods and/or services partially or completely.

5.5 The rejected goods are sent back to the SELLER together with the return invoice, at the SELLER's expense. The SELLER is obliged to replace the returned goods with those in accordance with the Contract / Purchase Order within 7 (seven) days. It is the SELLER's responsibility to provide the rejected services under the requested conditions. The SELLER must complete the rejected service within 7 (seven) days in accordance with the Contract. The beginning of this period is the date on which the related letter is notified to the SELLER. For goods and/or services that are not submitted for re-inspection within this period, the delay penalty provisions specified in the Contract or Order Form are applied.

6 PAYMENT

6.1 The terms and conditions of payment and the terms of invoicing are as specified in the purchase order, unless otherwise determined by special agreements.

7 FORCE MAJEURE

7.1 Unless otherwise stated, strikes, lockouts, fires, floods and events that cannot be predicted beforehand, which prevent the production, shipment and delivery of services, provided that they are accepted by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş., are considered Force Majeure.

7.2 In order for the aforementioned situations to be evaluated under this article, the situation should have arisen after the order date, it is not under the control of the supplier / customer, it cannot be prevented despite the care of the supplier / customer, the obligations of the supplier / customer under the order order are adversely affected and this situation is the supplier / customer's responsibility. failure to implement any of its obligations under the order order should not be a direct or indirect result.

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7.3 SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş sends its response regarding the acceptance of Force Majeure to the SELLER in writing within 10 (ten) days.

7.4 If the Force Majeure is accepted by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş, the delivery period is extended by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş., as long as the Force Majeure continues provided that it does not exceed 30 (thirty) days under any circumstances and is notified to the SELLER in writing.

7.5 Force Majeure cannot cause a price increase.

7.6 If the Force Majeure event exceeds 30 (thirty) days, SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş has the right to terminate the Contract or Purchase Order unilaterally, provided that it pays only the price of the goods and/or services delivered until that day, without any other obligations.

8 DELAY PENALTY

8.1 Considering the Current Market Interest Rates; The delay penalty to be applied by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş will be 2% per month.

8.2 At the end of the 15 (fifteen) day penalty period, the “BUYER” can cancel the order without any additional obligation.

9 PACKAGING

9.1 If there is no specification on the packaging in the Contract or Purchase Order, the SELLER undertakes that the packaging of the goods will be resistant to adverse conditions (for example: rain, snow, heat, cold, humidity, falling, etc.) that may be encountered during transportation.

9.2 If the goods are damaged due to non-compliance with the above-mentioned conditions, the SELLER shall replace the damaged goods at its own expense, within the delivery period specified in the Contract or Purchase Order, at the latest, after the first request of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

10 RESPONSIBILITIES

10.1 The SELLER shall be liable to SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş for all obligations to be fulfilled under this Agreement. In this context;

10.2 The SELLER, while fulfilling its obligations, shall be liable for all damages it may cause to SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş employees or persons assigned by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş;

10.3 The SELLER shall be liable for faulty design, defective material(s), poor workmanship, manufacturing errors, defective training services provided, and defective charges regarding the goods to be delivered or all services to be performed under the Contract.

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10.4 The seller is obliged to implement the principles under the headings of Environmental Management System, Economic Development and Social Development in the SKY-MR-D-007 SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş SUSTAINABILITY POLICY, which is accessible on the website of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

In this context; should protect the environment, respect human rights, give equal rights to its employees without discrimination of religion, language, race or gender, give importance to occupational health and safety, and be against child labor and forced labor. It should adopt these principles and spread them in its own supply chain.

10.5 The SELLER is responsible for fulfilling all legal and other requirements, including Environmental and Occupational Health and Safety regulations.

11 TERMINATION

11.1 SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş shall have the right to procure the goods and/or services within the scope of the Purchase Order to third parties, by terminating this Agreement unilaterally, in whole or in part, with a written Notice of Termination, in case any of the following situations arise. In this case, SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş has the right to charge the SELLER the difference between the purchase price of the goods and / or services within the scope of the purchase order to third parties and the order price:

11.1.1 The SELLER fails to fulfill any of its essential obligations under this Agreement and/or violates any provision of the Agreement and fails to correct this situation within 30 (thirty) days following the written notification of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş;

11.1.2 The bankruptcy or liquidation of the SELLER;

11.1.3 Appointment of a trustee or another officer with the same authority for the SELLER's goods.

11.2 In the event that SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş terminates the Agreement within the scope of this article, SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş shall have no liability other than the costs of the goods and/or services accepted by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

12 SOLVING DISAGREEMENTS

12.1 Disagreements arising from this Agreement or Purchase Order will be resolved through mutual negotiations; in case of the disagreements cannot be resolved in this way, T.C. ANKARA Courts and Enforcement Offices will be authorized.

13 TRANSFER OF CONTRACT

13.1 Unless otherwise stated in this Agreement, the SELLER shall not transfer all or part of the Agreement, or any of its rights and/or obligations under this Agreement, without the prior written approval of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

13.2 If the Supplier/Customer performs such a transfer without the written approval of SKYMARK, it is entitled to terminate according to the provisions specified in the TERMINATION heading. The provisions of this clause also apply if the supplier/customer merges with or is acquired by another company.

14 RENOUNCE THE RIGHTS

14.1 In case SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş will not use its rights under this Agreement or incomplete use does not mean that it waives these rights in any way.

15 OTHER TERMS

15.1 All drawings, specifications, molds and/or samples attached to this Purchase Order are the property of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş and their use, transfer to third parties and/or reproduction and copying other than this Purchase Order is subject to written permission of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

15.2 In case the tools or materials are provided by SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş., to the SELLER according to the contract, the SELLER is responsible for the maintenance and protection of these tools and/or materials. These commodities cannot be used for any other purpose than it is aimed according to the contract.. In case of damage and/or loss, the SELLER shall indemnify the costs in the records of SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

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16 GENERAL QUALITY REQUIREMENTS

16.1 The Seller shall keep all records related to the product for 25 years.

16.2 The Buyer shall have access to the application areas, supply chain at all levels, and application records at all sites where customers and legal entities place the order.

16.3 Requirements for Inspection Site and Source Inspection Quality Item:

16.3.1 Inspection points may be designated as vendor facilities for the inspection of a product's conformity.

16.3.2 If this quality term is included in the purchase order, the seller will require inspection at source from the buyer.

16.3.3 The seller shall inform the buyer in writing about the preparations, at the latest 10 working days before the delivery. In addition, the seller will immediately inform the buyer about the changes in the delivery date.

16.3.4 The Seller shall submit the shipping documents (certificate of conformity, packing list, initial product inspection reports, etc.) to the Buyer quality inspection personnel for stamping with the words "accepted at source".

16.3.5 If nonconformities are detected on the products during the inspection, the products will not be accepted and the nonconformities will be documented by the buyer quality inspection personnel. Only products that meet engineering and order requirements will be accepted.

16.3.6 In case of deviations from the decisions for the products with repair or "use as is" decision, the products are not accepted and action is taken according to the decisions taken.

16.3.7 The detected nonconformity will be detailed on the Corrective Action (DF) form by the buyer quality inspection personnel and will be forwarded to the seller's quality assurance officer. Seller's corrective action Response time is 30 days unless otherwise stated. If the seller's response is determined to be inadequate or incomplete, additional response will be requested.

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16.3.8 The Seller will act according to the buyer's response regarding the closing and updating of the DF.

16.4 Requirements for Standard Purchase Order Terms and Conditions:

16.4.1 The subcontractor/seller shall have and maintain a quality assurance system covering all transactions for all products in this Purchase Order. The subcontractor/vendor's quality system must meet the requirements of an up-to-date appropriate standard. These are international standards such as ISO 9001:2015, AS/EN/JISQ9100 etc.

16.4.2 Unless otherwise stated, the buyer shall carry out the receipt inspection of the products by making an "accept" or "rejection" decision as soon as possible after they are delivered to his facility or to the final delivery location specified in the purchase order. The Buyer shall have the right to use any inspection method (sampling, review of the subcontractor's/vendors' final inspection/test reports, etc.) related to the receipt/acceptance inspection of the consignment. If all or part of any product is defective in material or workmanship or otherwise does not comply with the terms of this order, the buyer shall refuse all or the defective part (with or without instructions for their arrangement) or request the correction of such defects. and reserves the right to return shipping and other costs in both directions at the subcontractor's expense.

16.4.3 The acceptance of all or part of the products according to inspection and/or tests by the buyer does not mean that the subcontractor will not be liable for defects or other problems that may arise during the use of the products by the buyer. In all cases, the subcontractor will be responsible for all costs (including materials and labor) resulting from such defects.

16.4.4 If the Buyer detects nonconformity in the products supplied by the subcontractor/seller or the subcontractor determines that the quality assurance system required in the order quality conditions is inadequate or unacceptable; The buyer reserves the right to initiate corrective action by notifying the subcontractor of

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this situation through administrative letters, fax documents, e-mail messages, corrective action form, copies of quality assurance report or other correspondence.

16.4.5 The subcontractor will accept corrective actions and duly it will apply as requirements for corrective action will be fulfilled according to the priorities and instructions specified and defined in the corrective action document.

16.4.6 The subcontractor/seller shall comply with the following requirements with respect to the buyer's products:

In order to prevent damage to the buyer's products due to transportation, storage or other reasons, the buyer's products will be transported and stored in accordance with the relevant specifications and requirements.

16.4.7 If a source inspection is requested in this order, the subcontractor/seller is obliged to fulfill the following clauses:

It shall submit the final inspection and/or test reports and the certificate of conformity to the inspection Controller at source with each shipment.

16.4.8 All copies of the waybill shall be stamped/signed by the inspection controller at source.

16.4.9 If modifications, repairs or alterations are made to the product after the final inspection has been completed, the subcontractor's quality assurance personnel shall repeat all necessary inspection procedures for the affected characteristics of the product before the inspection inspector examines the product at source.

16.4.10 Records of manufacturing, inspection and tests shall be kept and retained by the subcontractor/seller for a period not less than the period defined by the projects, from the completion or termination of this purchase order.

16.4.11 Documents of conformity, final inspection/test results and any documentation proving the subcontractor/seller's certifications, including documentation on certification of buyer's products and use of approved resources, shall be filed at the subcontractor's facility.

16.4.12 All data shall always be readily available to the buyer/civil aviation authorities, including inspection at source, ready to be presented with the

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consignment. If requested by the buyer/civil aviation authorities, the subcontractor/seller will provide free legible copies of inspection/test results or any certificate of conformity related documents.

16.4.13 The subcontractor/seller is responsible for using the approved product (raw materials, semi-products, equipment, etc.) and/or approved process Resources in accordance with the relevant specifications/drawings or in accordance with any special instructions specified in this purchase order. The subcontractor/seller shall have the buyer approved the resources to be used for all kinds of processes.

16.4.14 The subcontractor/seller may not outsource any process to its subcontractors or other parts of its own company without the consent of the buyer.

16.4.15 The subcontractor/seller may not change the description of any product or process without the consent of the buyer.

16.4.16 The subcontractor/seller is obliged to transfer all the terms of this purchase order and the contract signed with the buyer to its subcontractor companies. The subcontractor/seller shall convey all the terms notified by the buyer and the buyer's customer to the subcontractors in their relevant documents.

16.4.17 The subcontractor/seller is responsible for meeting the general requirements of the master order or contract signed between the buyer and the subcontractor/seller, as well as the quality requirements specified in the published purchase order.

16.4.18 The Supplier/Sub-Contractor/External Provider is responsible for establishing, implementing and controlling a process that will prevent the use of counterfeit parts or suspected counterfeit parts suitable for the organization and the product and its inclusion in the product to SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş.

16.4.19. Supplier/Subcontractor/External Provider is responsible for raising awareness by providing training of counterfeit parts/inappropriate products to their personnel and dispatching them to the customer.

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16.4.20 In case of encountering or suspecting a situation such as counterfeit parts, SKYMARK HAVACILIK TEKNOLOJİLERİ A.Ş should be informed immediately.

16.5 Additional quality requirements:

16.5.1 Requirements for Certificate of Conformity:

16.5.1.1 Seller shall provide documentation certifying that products have been manufactured and/or tested in accordance with the purchase order, engineering drawings and/or specifications.

16.5.1.2 Seller shall provide a certificate of conformity with each shipment. (Wetting the above statement to the packing list can also be considered as a certificate of conformity)

16.5.1.3 The seller shall indicate on the certificate of conformity all the serial numbers of the product that needs to be serial numbered.

16.5.1.4 In case the Seller procures the products produced according to the standard specifications of the order from the collectors, the manufacturer shall provide the certificate of conformity of each lot and include a copy of it in the shipment.

16.5.1.5 In case the Seller manufactures the product subject to the order, the raw material, detail parts and A copy of the manufacturer's certificates of conformity for materials, products and semi-finished products directly on the delivered product, such as sub-assembly, shall be included in the shipment.

16.5.1.6 If Seller uses buyer-approved process resources, he shall include a copy of the document stating this in the consignment.

16.5.1.7 Each document shall be drawn up and signed with the name and title of the authorized representative of the seller. Copies of Documents will be considered to be of the same value as the signed original. The certificate of conformity will be included in the product shipment and a copy will be retained by the seller.

16.5.1.8 The Seller shall keep the objective data supporting the certificate of conformity easily accessible by the buyer/civil aviation authorities. In case of a request by the Buyer/civil aviation Authorities, the seller shall provide legible copies of the Documents free of charge within 30 days of the request.

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16.5.2 Requirements for initial product inspection:

16.5.2.1 In cases where this quality requirement is included in the purchase order and/or the first product Inspection is mandatory according to AS9102 conditions, the seller shall be the first for the first product produced at the beginning of the production of the relevant product, as specified in AS9102, at the points where some of the product characteristics change, the seller Comparable inspection (first product inspection difference) will be carried out in case of changes in inspection teams, designs or reductions in quality levels. This includes all the details and sub-assemblies Covered by the ordered product. When documenting the initial product inspection, the seller may use equivalent forms as long as the sheet contains all the information required in AS9102. The seller will include the initial product inspection report in the product shipment delivered to the buyer.

16.5.3 Requirements for Final Inspection and/or Test Report

16.5.3.1 The Seller shall, on each delivery of the products, provide a copy of the inspection and/or test reports relating to the items specified in the purchase order, specifications and other documents specified in these items, Specifications. This report will show the values obtained on the product by inspection and/or Tests, with the values specified on the relevant drawings/specifications/documents. The reports will also include the comparison of these values, and it will be stated that the values for each feature obtained from the product are accepted or rejected. Reports shall be dated and signed, including the name and title of an authorized representative of the Seller.

16.6 The seller must produce its products in a way that will not harm people and products, will not cause risks and in accordance with the design / purpose of use, guarantee product safety throughout the entire life cycle.

16.7 The Seller must ensure that the relevant persons working in his organization are aware of their contribution to product or service suitability, product safety and the importance of ethical behavior. The seller is obliged to create awareness by providing training to its employees on relevant issues.

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16.8 The buyer can arrange a meeting at the seller's premises, make a visit.

16.9 The seller must ensure and guarantee the competence of his personnel, including all kinds of qualifications.

17 PRIORITIES

In the event of a conflict between the documents referred to in the Purchase Order, the following order of priority shall prevail:

Special conditions in the text of the Purchase Order;

1. Terms of Purchase;
2. Specifications and/or drawings attached to the Purchase Order;
3. Other documents referred to in the specifications and/or drawings referred to in Article 3;
4. Other Appendices .

BUYER

Signed by: _____

Title: _____

Date: _____

Company: _____

SUPPLIER

Signed by: _____

Title: _____

Date: _____

Company: _____