

INTERNATIONAL GENERAL SALES AGREEMENT OKT GROUP

OK KARDEŐLER TREYLER SAN. VE TİC. A.Ő.
OKT TRAILER SAN. TİC. LTD. ŐTİ.

**As referred
(OKT)**

1. Validity and Scope

- 1.1. This sale agreement applies to all agreements and negotiations between OKT and the buyer regarding the order/production/delivery of the products subject of the Agreement.
- 1.2. The terms and conditions covered by this Agreement also apply to all future business relationships, whether they have been explicitly and clearly agreed upon in advance or not.
- 1.3. Any condition of the buyer, which differ from this Agreement and which OKT does not expressly agree to comply with, do not bind OKT, even if OKT does not expressly object to such condition.
- 1.4. The terms of the Agreement of the buyer will be valid only if OKT agrees in writing that the production/delivery to be made by OKT will be made under conditions other than the conditions of OKT.

2. Order, Conclusion of Agreement and Intellectual Property

- 2.1. For OKT, a binding agreement is established only with the order approved by the buyer together with this Agreement.
- 2.2. Unless otherwise explicitly stated in the order form, OKT will be bound by the order, which is the basis for the sale agreement, for 10 calendar days. After this date, OKT is entitled to make any changes to the content of the order form.
- 2.3. Advertising, promotional materials and other promotional statements is not a binding declaration for OKT and 3rd parties.
- 2.4. Documents containing OKT's trade secrets (price estimates, plans, drawings, technical specification); will not be shared with especially OKT's competitors and 3rd parties. OKT will have and reserve intellectual property rights over the information contained in the documents. Unless the buyer accepts offer of OKT within the time period specified in 2nd paragraph 2nd subparagraph, it will immediately return these documents to the OKT.
- 2.5. If the buyer develops or innovates a product with OKT, all intellectual property rights related to the development and drawings will be owned by OKT.
- 2.6. The buyer will not be granted any license under any title and application as a result of purchasing of the product subject to the Agreement.
- 2.7. The specifications of the subject of the Agreement are in accordance with the technical specifications. The measurement, weight and volume information provided is covered by Type Approval regulations related to Motor Vehicles and trailers.
- 2.8. OKT reserves the right to make any changes in parallel with technical developments or in accordance with any amendment in the relevant legislation.
- 2.9. Any request of change with respect to approved orders will be taken into account only if it is forwarded to OKT Trailer San. ve Tic. Ltd. Őti. sales department in writing within 10 (ten) days after Order Confirmation.
- 2.10. Each notification and notice will be made in writing to the formal E-mail addresses. Communication via applications such as WhatsApp / Telegram will not be binding. Any notice regarding the termination of this Agreement will be sent by a courier with a wet signature.

3. Price

- 3.1. The price specified in OKT's order form is binding. The exact sale price of the product subject of Agreement consists of the sum of the price of the Product/Products, additional equipment and freight specified in the offer and technical specifications.
- 3.2. If there is an increase in the price of raw materials after signing the Agreement depending on changes in agreed currency rates, this increase will be proven by information obtained from the websites of the following institutions and reflected in the sale price:
 - 3.2.1. For stainless steel - <https://www.outokumpu.com/>
 - 3.2.2. For aluminium steel - <https://www.lme.com/>
 - 3.2.3. For carbon steel - <https://www.meps.co.uk/gb/en/pages/the-latest-global-steel-prices-indices>
 - 3.2.4. For the exchange rate
Effective exchange rates of the Central Bank of the Republic of Turkey.
- 3.3. The tax rates in the order are determined according to the current taxes imposed by the state, and any increase or decrease in taxes that may occur before the delivery date of the Agreement is reflected at the same rate in the prices agreed in the order.
- 3.4. The cost of registration of the product and the costs associated with registration will be paid by the buyer.

4. Payments

- 4.1. If no other written agreement has been made with OKT, the buyer is obliged to pay the goods at the maturity dates and forms specified in the form of the OKT order.
- 4.2. Payments of invoices issued in foreign currency will be charged at the effective sale rate of the Republic of Turkey Central Bank foreign currency at the date of payment.
- 4.3. Currency differences that will arise from collection transactions will be billed mutually in accordance with the VAT General communiqué numbered 105.
- 4.4. OKT is entitled to all legal, offsetting, swap or (goods) imprisonment and property retention rights in the general sense and further entitled to all transfer and delivery rights and claims related to the sales agreement without the consent of the buyer. The buyer cannot transfer and assign receivables and claims arising from the agreement relationship to third parties without the prior written consent of OKT.
- 4.5. In case of cancellation of orders for special production/new manufacturing products, the buyer is obliged to pay 20% of the final sale price of the product as , liquidated damages .
- 4.6. If the order of standard products is canceled, liquidated damages may not be charged depending on the goodwill of the OKT, but the prepayment will not be refunded.

5. Delivery and Delivery Time

- 5.1. Delivery of the product will be made at OKT's address unless another agreement is entered into in writing between the parties.
- 5.2. All dates and delivery deadlines reported by OKT are not binding as a rule. A different/binding arrangement can be made if it is clearly specified in the order form. OKT is not responsible for delays caused by force majeure events, strike, previous supplier, customs processes, technical permits and logistical reasons.
- 5.3. OKT can deliver products piecemeal according to its own delivery plan.
- 5.4. OKT will not be responsible for delays in the delivery process due to violation of obligations by component suppliers and other 3rd parties.
- 5.5. If the delivery dates change at the request of the buyer/ due to buyer (such as financing, payment, technical documents, permission), the OKT will not be considered to make late delivery.

- 5.6. If the buyer accepts the delivery of the product subject of Agreement lately, OKT will request €40 per day from the buyer for its costs. This amount is limited to 5% of the total sale price of the product subject of the Agreement.
- 5.7. If OKT cannot deliver the product by missing on non-binding dates, the buyer gives OKT an additional period of 6 weeks in writing. Missing this additional period does not mean that OKT is in violation of the Agreement.
- 5.8. If OKT delivers the product lately, it will only pay liquidated damages. of 5% of the vehicle price specified in the offer and technical specifications.
- 5.9. The buyer agrees to perform registration, temporary license plate, assignment operations in accordance with the delivery processes of the OKT in line with the delivery process of the OKT upon notification of preparation for delivery to be sent by OKT.
- 5.10. For orders with a delivery date specified, the responsibility for delays caused by public authorities related to the certification process of the finished product does not belong to the OKT.
- 5.11. The buyer is obliged to obtain import permits and transactions. The buyer is responsible for compliance with the regulations in the country of import for obtaining permits. OKT is not responsible for delays in relation to these processes. OKT can supply support in exchange for a fee.

6. Guarantee / Warranty /Liability

- 6.1. The buyer is obliged to check whether delivery meets the technical specifications at the time of delivery to be made by OKT. The buyer agrees and accepts that the delivery document signed as a result of this check certifies that the product was delivered without any defect.
- 6.2. OKT's warranty terms apply with respect to the product subject to the Agreement. The warranty terms of the competent legislation do not apply to the sale of products subject to the Agreement.
- 6.3. If the buyer does not carry out taking delivery and acceptance timely, buyer loses the claim rights arising from the warranty obligation of the OKT. The buyer must sent notice of defect with regards to the warranty granted by OKT within 1 week. This 1-week period also applies to hidden defects.
- 6.4. If the product subject to the Agreement is used, all kinds of defects are excluded from the warranty granted by the OKT.
- 6.5. Failure to obtain permits for import and export or technical approval outside Turkey is not considered a defect in relation to the product subject to the Agreement.
- 6.6. If export/import permits and other permits are canceled without the responsibility of the OKT and if there is an intervention caused by foreign trade law or sanctions, OKT may terminate the Agreement from the date it learns such a situation. Buyer has no right to terminate the Agreement based on this reason.

7. Responsibility

- 7.1. Responsibility for the products/equipment supplied/delivered by the buyer will belong to buyer and responsibility for the suitability and compliance of products produced by OKT with the intended purpose of use will belong to buyer. In case of damage and harm arising from OKT's defect and negligence, OKT is only liable for the vehicle value specified in the product's offer and specifications.
- 7.2. OKT reserves the right to perform technical/modification until the product is delivered.
- 7.3. A third party cannot claim compensation from OKT for damage or error in the product for which the buyer is responsible.

8. Retention of Title Clause

- 8.1. The product subject to the sale agreement will remain the property of OKT until all of OKT's claims arising from this Agreement are satisfied.

9. Termination of Agreement

- 9.1. In case the price of the product subject to the sales agreement increases at the rate of %60 due to the increase in the cost of raw materials the buyer may terminate the Agreement. In case of termination, OKT is obliged to pay only half of the prepayment received to the buyer.
- 9.2. If the delivery process is delayed at the buyer's request, OKT may terminate the Agreement in case such time period exceeds this reasonable period of waiting. OKT does not refund the preliminary payment. The buyer agrees and accepts the payment of 50% of the total sale price of OKT as liquidated damages to OKT.

10. Force Majeure

- 10.1. The ICC Force Majeure Clause 2020-The ICC Hardship Clause 2020 is incorporated by reference into this contract.
- 10.2. The Party affected by the event of Force Majeure shall inform the other Party of its occurrence in writing as soon as possible and thereafter sent a certificate of the event issued by the relevant authorities to the other Party within 15 days after its occurrence.

11. Confidentiality Policy / Reserved Proprietorship Rights

- 11.1. All parts and documents received by the buyer remain the property of OKT. Buyer may evaluate and/or give these to third parties outside of this agreement relationship (only with the written consent of OKT), or allow third parties to access them. The buyer is obliged to return them immediately to OKT after the application of the relevant Agreement at the cost of buyer.

12. Place of Jurisdiction / Place of Performance / Applicable Law

- 12.1. In case of any dispute related to shipment/delivery and payments (including cheque payments) and Agreement between OKT and the buyer, place of jurisdiction and the only court authorized for any dispute are the courts of Aydin/Turkey.
- 12.2. Relations between the parties to the Agreement are subject only to Turkish law.

TURKEY, Aydin 30.01.2022