

TERMS AND CONDITIONS OF SALE

Effective date: 20 July 2026 - Version 1.0

1. SCOPE

1.1. These Terms and Conditions of Sale (the "Terms") shall apply to all quotations, sales and deliveries made by TARGET MÜMESSİLLİK İTHALAT İHRACAT TİCARET ANONİM ŞİRKETİ (the "Seller") to its buyers/customers (the "Buyer").

1.2. Any Order placed by the Buyer shall constitute acceptance of these Terms. Together with the Seller's Quotation and/or Order Acknowledgement, these Terms shall form an integral part of the agreement between the Seller and the Buyer.

1.3. Any general terms and conditions of the Buyer shall not apply unless expressly accepted in writing by the Seller. Neither the placement of an Order nor the Seller's performance thereof shall be construed as acceptance of the Buyer's terms and conditions.

2. QUOTATION AND ORDER

2.1. Unless otherwise expressly stated, all Quotations issued by the Seller shall remain valid only for the period specified therein. Upon expiration of such period, any Quotation shall cease to be binding and may be withdrawn, amended or revised by the Seller at any time.

2.2. The commercial terms specified in each Quotation, including without limitation the price, payment terms, delivery term, place of delivery, delivery schedule, warranty period and other commercial conditions, shall apply exclusively to the relevant Quotation. All matters not expressly regulated therein shall be governed by these Terms.

2.3. An Order submitted by the Buyer shall become binding only upon the Seller's written Order Acknowledgement. The Seller reserves the right, at its sole discretion, to accept or reject any Order.

2.4. The Seller reserves the right to revise any Quotation or Order conditions to reflect changes imposed by the Manufacturer or Supplier.

3. PRODUCT, SUPPLY AND MANUFACTURER TERMS

The Seller acts primarily as a supplier and distributor of products procured from overseas manufacturers and suppliers. Accordingly:

-All technical specifications, performance data, operating conditions and other technical information relating to the Products shall be subject to the applicable Manufacturer's documentation.

-The Seller reserves the right to pass through to the Buyer any commercial and technical terms and conditions imposed by the Manufacturer or Supplier.

-The Seller shall not be liable for any delay, modification, non-conformity or inability to perform arising out of the manufacture, supply, technical compliance, certification, export restrictions or any similar matters attributable to the Manufacturer or Supplier.

-The Seller reserves the right to cancel any Order in the event of the Manufacturer's or Supplier's inability to supply the Products, discontinuation of production, export restrictions or similar circumstances beyond the Seller's reasonable control.

-With respect to third-party manufactured Products, all warranty obligations, technical support obligations and other manufacturer obligations shall remain solely with the relevant Manufacturer. The Seller acts solely as a distributor/reseller of such Products. The Manufacturer's warranty terms, technical support conditions, operating instructions, end-user statements and technical documentation shall govern. The Seller's technical responsibility shall be limited to the information and documentation provided by the Manufacturer.

4. DELIVERY AND RISK OF LOSS

4.1. The applicable delivery term and Incoterms 2020 rule shall be specified in the relevant Quotation. Unless otherwise expressly stated in the Quotation, delivery shall be EXW (Incoterms 2020).

4.2. Title and risk of loss shall pass to the Buyer in accordance with the applicable delivery term and the relevant Incoterms 2020 rule specified in the Quotation. The Seller shall not be liable for any delay, loss or damage occurring during transportation.

4.3. Any delivery dates are estimates only and may vary depending upon the Manufacturer's production schedule, Supplier performance, logistics conditions or other circumstances beyond the Seller's reasonable control. The Seller shall not be liable for any resulting delay.

4.4. The Seller reserves the right to make partial deliveries. Each partial delivery shall constitute a separate delivery and may be invoiced independently.

4.5. If the Buyer fails to provide the information, documentation, permits or approvals required for delivery in due time, or refuses to accept delivery, the Products shall be deemed delivered, risk of loss shall pass to the Buyer, and all resulting costs, expenses and losses shall be borne by the Buyer. In such event, the Seller may store the products on behalf of the Buyer and charge the Buyer for all reasonable storage, insurance and related costs and expenses.

5. PRICE AND PAYMENT TERMS

5.1. Prices are based on the conditions prevailing as of the date of the Quotation and unless otherwise expressly stated, are exclusive of VAT and any other applicable taxes, duties or governmental charges.

5.2. Unless otherwise expressly agreed, all customs duties, import charges, insurance costs and any similar expenses shall be borne solely by the Buyer.

5.3. Payment terms shall be specified in the relevant Quotation. The Buyer shall make all payments in full and on the due date. In the event of late payment, interest shall accrue automatically, without the need for any notice or demand, on the overdue amount at the advance interest rate announced by the Central Bank of the Republic of Türkiye. The Buyer's internal inspection, acceptance, approval or similar procedures shall neither affect the agreed payment due date nor postpone the Buyer's payment obligations.

5.4. If the Buyer fails to perform any payment obligation when due, the Seller shall have the right to suspend deliveries, suspend performance of any Order and/or terminate the relevant agreement unilaterally.

5.5. Upon any default by the Buyer in respect of its payment obligations, all outstanding amounts owed to the Seller shall immediately become due and payable.

5.6. The Buyer shall not be entitled to exercise any right of set-off against amounts due to the Seller.

5.7. The Buyer shall reimburse the Seller for all reasonable collection costs, legal fees and other expenses incurred in recovering overdue amounts.

5.8. Prior to Order Acknowledgement, the Seller reserves the right to revise the quoted prices to reflect changes in Manufacturer pricing, exchange rate fluctuations or increases in costs. Following Order Acknowledgement, if Manufacturer price changes, exchange rate fluctuations or increases in costs render performance substantially more burdensome for the Seller, the Seller shall have the right to suspend the Order and request a price adjustment. If the Buyer does not accept the revised commercial terms, the Seller shall have the right to cancel the relevant Order.

6. WARRANTY

6.1. The Seller warrants solely that the Products conform to the technical specifications provided by the Manufacturer. Unless otherwise expressly agreed, the applicable warranty period shall be limited to the warranty period specified by the Manufacturer.

6.2. The warranty shall become void in the event of improper use, improper installation, unauthorized modification or repair, improper storage, or any use contrary to the Manufacturer's instructions or documentation.

6.3. The Buyer's sole and exclusive remedy under the applicable warranty shall, at the Seller's sole discretion, be limited to repair, replacement or refund of the purchase price.

6.4. With respect to third-party manufactured Products, all warranty obligations, technical support and service obligations shall remain solely with the relevant Manufacturer. The Seller acts solely as a distributor/reseller of such Products, and its technical responsibility shall be limited to the information and documentation supplied by the Manufacturer.

6.5. Except as expressly provided herein, the Seller makes no express or implied warranties whatsoever, and shall have no liability other than the warranty remedies expressly set forth in these Terms.

6.6. The Seller assumes no warranty or liability regarding the fitness of the Products for the Buyer's particular purpose, the Buyer's expectations or merchantability.

7. ACCEPTANCE, RETURNS AND CANCELLATION

7.1. The Buyer shall inspect the Products within fifteen (15) days following delivery and shall notify the Seller in writing of any alleged defects or non-conformities. If no such written notice is received within such period, the Products shall be deemed accepted by the Buyer as delivered, free from defects and in conformity with the applicable agreement.

7.2. Orders are, as a general rule, non-cancellable and non-returnable.

7.3. No return or cancellation shall be accepted without the Seller's prior written approval. Even where such approval is granted, any return or cancellation shall remain subject to the nature of the Products, the applicable Manufacturer's requirements and any associated costs.

7.4. Where a return is approved, the Seller shall be entitled to charge the Buyer for all return shipping costs, any applicable restocking charges and any other reasonable costs and expenses incurred by the Seller.

8. LIMITATION OF LIABILITY

8.1. The Seller shall not be liable for any delay, defect, modification, non-conformity or inability to supply arising from the Manufacturer or Supplier.

8.2. Under no circumstances shall the Seller be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of profit, loss of business, loss of production, loss of data, loss of use or any third-party claims.

8.3. The Seller's aggregate liability arising out of or relating to any contract, tort or any other legal ground shall in no event exceed the total amount paid or payable by the Buyer under the relevant Order. This limitation of liability shall not apply where the Seller has acted intentionally or with gross negligence.

8.4. The warranty remedies expressly provided under these Terms shall constitute the Buyer's sole and exclusive remedy.

9. EXPORT CONTROL AND COMPLIANCE

9.1. The Buyer represents, warrants and undertakes that it shall comply with all applicable national and international export control laws, embargoes and sanctions, including, without limitation, those of the United States, the European Union and any other applicable jurisdictions.

9.2. The Buyer shall not, directly or indirectly, sell, transfer, export, re-export or otherwise make the Products available to any prohibited country, person or entity.

9.3. The Buyer acknowledges that it bears sole responsibility for the intended end use and the ultimate end user of the Products.

9.4. The Buyer shall be solely responsible for obtaining all licenses, permits and governmental approvals required for any resale, transfer or re-export of the Products.

9.5. In the event of any breach of this Section by the Buyer, the Seller shall have the right to suspend performance, suspend deliveries and/or terminate the relevant agreement.

9.6. The Buyer shall indemnify and hold harmless the Seller against any losses, administrative sanctions, administrative fines, costs, expenses or third-party claims arising out of or in connection with the Buyer's breach of applicable export control laws or regulations.

10. FORCE MAJEURE

10.1. Force Majeure means any event beyond the reasonable control of the affected Party that could not reasonably have been foreseen, including, without limitation, war, terrorism, civil unrest, natural disasters, pandemics, strikes, lockouts, governmental actions, export or import restrictions, licensing requirements or any similar event.

10.2. The obligations of the affected Party shall be suspended for the duration of the Force Majeure event, and neither Party shall incur any liability as a result thereof.

10.3. The affected Party shall notify the other Party of the Force Majeure event within a reasonable time after becoming aware of its occurrence.

10.4. If the Force Majeure event continues for more than sixty (60) days, either Party may terminate the relevant agreement by written notice. In such event, neither Party shall have any right to claim compensation or damages from the other Party arising solely from such termination.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

11.1. All technical, commercial and financial information, Quotations, pricing information, documents, drawings and correspondence exchanged between the Parties shall be deemed confidential information ("Confidential Information").

11.2. Each Party shall use the Confidential Information solely for the purpose of performing its obligations under these Terms and shall not disclose such Confidential Information to any third party without the prior written consent of the other Party, except where disclosure is required by applicable law.

11.3. The confidentiality obligations set forth herein shall remain in effect throughout the term of the contractual relationship and for a period of five (5) years following its termination.

11.4. All intellectual property rights relating to the Products, technical documentation and all related materials shall remain the exclusive property of the Manufacturer and/or the Seller, as applicable. Nothing contained herein shall be construed as granting the Buyer any license or other intellectual property right unless expressly agreed in writing.

11.5. The Buyer shall not disclose, reproduce or use any information or documentation provided by the Seller for any competitive purpose or otherwise without the Seller's prior written consent.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. These Terms and any dispute arising out of or in connection with these Terms shall be governed by and construed in accordance with the laws of the Republic of Türkiye, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.2. Unless otherwise agreed in writing by the Parties, the courts and enforcement offices of Ankara, Republic of Türkiye, shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms.

13. TERMINATION

13.1. Orders are, as a general rule, non-cancellable and non-returnable. Any cancellation request submitted unilaterally by the Buyer without the Seller's prior written approval shall be invalid. The Seller may consider any cancellation request at its sole discretion. With respect to Orders already placed with third-party Manufacturers, cancellation shall be subject to the Manufacturer's acceptance of such cancellation and reimbursement of the relevant amounts. Where cancellation is accepted, the Seller shall be entitled to recover from the Buyer all costs, expenses, deductions and losses incurred as a result of such cancellation.

13.2. The Seller shall have the right, without prior notice, demand or grace period, to suspend performance of the Order, suspend deliveries and/or terminate the relevant agreement, in whole or in part, with immediate effect upon the occurrence of any of the following events:

- (i) the Buyer fails to perform any payment obligation when due;
- (ii) the Buyer breaches any obligation under these Terms;
- (iii) the Buyer becomes insolvent, enters into bankruptcy, applies for concordat or commences any restructuring arrangement with its creditors;
- (iv) the Manufacturer or Supplier is unable to supply the Products, ceases production, or any export or import restrictions, licensing obstacles or similar circumstances arise;
- (v) continued Force Majeure renders performance substantially more burdensome or impossible; or
- (vi) the Buyer is found to be in breach of any applicable export control or sanctions laws.

13.3. Where the Seller terminates the agreement pursuant to this Section, the Seller shall not be liable for any direct or indirect damages, loss of profits or any other compensation. The Seller's sole obligation shall be to refund any amounts received solely in respect of Products that have not been delivered.

13.4. Upon termination, all outstanding payment obligations owed by the Buyer to the Seller shall immediately become due and payable.

13.5. No failure or delay by the Seller in exercising any right under these Terms shall constitute a waiver of such right.

14. EFFECTIVENESS AND AMENDMENTS

14.1. The Seller reserves the right to amend these Terms by publishing an updated version on its website. Any such amendments shall become effective as of the date of publication on the Seller's website.

14.2. The version of these Terms in effect on the date of the relevant Quotation shall apply to the corresponding Order. Unless otherwise agreed in writing, any subsequent amendments shall not affect Orders already accepted.

15. MISCELLANEOUS

15.1. No failure or delay by the Seller in exercising any right or remedy under these Terms shall constitute a waiver of such right or remedy.

15.2. The Buyer may not assign or transfer any of its rights or obligations arising under these Terms without the Seller's prior written consent. Any assignment or transfer made in breach of this provision shall be null and void.

15.3. If any provision of these Terms is held to be invalid, void or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

15.4. These Terms constitute the entire agreement between the Parties with respect to their subject matter and supersede all prior oral or written communications, negotiations and understandings.

15.5. Any notice under these Terms, including notices relating to defects or Force Majeure, may be given in writing, including by e-mail. However, any notice of termination, notice of default or any other notice intended to produce legal effect shall be served through a registered electronic mail (KEP) account, a notarial notice or registered mail with return receipt, where applicable. Each Party shall notify the other Party in writing of any change to its address within ten (10) business days. Failing such notification, notices sent to the last notified address shall be deemed valid. Unless proven otherwise, any notice sent by e-mail shall be deemed to have been given on the date it is sent.

15.6. The Seller may engage subcontractors, carriers or other third-party service providers in performing its obligations under these Terms.

15.7. The Parties undertake to comply with the applicable personal data protection legislation, including the Turkish Personal Data Protection Law No. 6698 (KVKK), in relation to any personal data processed in connection with these Terms. The Parties further undertake that such personal data shall be processed and shared solely to the extent necessary for the performance of the contractual relationship and that appropriate technical and organizational measures shall be implemented to ensure its protection.

15.8. These Terms and Conditions have been prepared in both Turkish and English. In the event of any inconsistency or discrepancy between the Turkish and English versions, the Turkish version shall prevail.