

GENERAL PURCHASE CONTRACT

1. CONTRACTING PARTIES

Martur Fompak International

Eski Büyükdere Caddesi No: 14 Park Plaza Kat: 17 Maslak 34467 İstanbul - TÜRKİYE

(Referred to as “**Martur Fompak International**” hereinafter)

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(Referred to as “**Supplier**” hereinafter)

and the Supplier will be referred to as “**Party**” individually and as “**Parties**” collectively. This General Purchase Contract (“**Contract**”) is concluded between Parties whose names and addresses are mentioned above, and according to following terms and conditions.

2. SUBJECT OF THE CONTRACT

The subject of this Contract is to develop, produce, deliver to Martur Fompak International and supply according to terms and conditions of technical documentation and delivery program, including service, of raw-materials, parts and spare parts (briefly and collectively “Part”/“Parts”) required by Martur Fompak International , pursuant to quality, specification standards and demands requested by Martur Fompak International .

Purchase Order, the Special Purchase Contract and this Contract determine fundamental framework of commercial relation to be established between Parties.

The Supplier approves beforehand with the signature of this Contract that all procurements it supplies to Martur Fompak International will be subject to provisions of this Contract. In addition to this, Parties accept that provisions of this Contract will be applied during their future commercial relations which will originate from their current commercial relation.

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Supply relation established within the scope of the Purchase Order and the Special Purchase Contract has indefinite period unless the contrary is explicitly indicated in the Purchase Order and the Special Purchase Contract. The Supplier guarantees to supply Part/Equipment without interruption and in pursuant to the order for the validity duration of the Purchase Order and the Special Purchase Contract.

3. ORDER

Special Purchase Contract and the Purchase Order are printed or electronic documents which include fundamental conditions such as price, average and maximum capacity, delivery and the similar, related to Parts/Equipment, and also specific conditions of order if necessary, and agreed between Parties (**“Special Purchase Contract and Purchase Order”**). Special Purchase Contract and the Purchase Order can be prepared for **“Closed Order”** which is placed to buy the product which constitutes the subject of the Contract just once and for a given quantity, or for **“Open Order”** which defines the demand indicated on periodical delivery program sent to the Supplier and does not include quantity of products which constitute the subject of the Contract. Special Purchase Contract and the Purchase Order will be sent to the Supplier via EDI, SAP, e-mail, fax or any means.

The Supplier informs within at most twenty-four hours, Martur Fompak International 's relevant purchase responsible officer and the authorized body who has sent the Special Purchase Contract and the Purchase Order, concerning his objections-if any- to the Special Purchase Contract and the Purchase Order. The Supplier is deemed to have accepted and undertaken to supply to Martur Fompak International the Part/Equipment in question within the framework of the Purchase Order, the Special Purchase Contract and this Contract annexed, if such an objection is not asserted.

4. ORDER MODIFICATION AND CANCELLATION

4.1. Order Modification

Martur Fompak International can unilaterally claim modification concerning specification, engineering level, material, packaging, delivery place and time related with Parts/Equipment. The Supplier is obliged to agree with Martur Fompak International 's modification requirement in this

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case. However, the Supplier is obliged to inform the time to pass to the modification and to obtain again the approval from Martur Fompak International prior to serial production.

Parties shall agree on new terms and conditions if the modification influences the cost, investment value, engineering and testing expenses or implementation timing of Parts. Each Party has the right to terminate the Purchase Order and the Special Purchase Contract pursuant to procedures as per Clause 19.3 if Parties cannot agree.

Martur Fompak International shall request from the Supplier price improvements, which will occur for Martur Fompak International 's advantage due to modifications.

The Supplier cannot modify Parts/Equipment by any means without Martur Fompak International 's prior written consent. The Supplier is responsible for all direct and indirect damages suffered by Martur Fompak International due to all kinds of material, proses and drawing modifications done without having informed Martur Fompak International. In this case, Martur Fompak International entitles to communicate with the Competent Certification Body concerning the cancellation of the Supplier's certification.

4.2. Order Cancellation by the Supplier

The Supplier has the right to terminate the supply relation related with the Part at any time and without having a legitimate legal ground, with written notification before a reasonable time which is not less than six (6) months. The Supplier could enjoy this right after the Part has passed to serial production stage by OEMs. In the event that the Supplier terminates the supply relation before serial production; **(i)** he shall return amounts collected from Martur Fompak International together with Central Bank's commercial discount interest accrued from the availability date, **(ii)** he shall indemnify to Martur Fompak International additional expenses incurred by Martur Fompak International to comply with project dates of OEMs and damages which can occur if the project is delayed. In case of termination, the Supplier; **(a)** shall cooperate with Martur Fompak International to find an alternative supply source which will be accepted by Martur Fompak International, **(b)** shall inform Martur Fompak International in written form regarding sub-suppliers who supply components and raw material to the Supplier for the production of Parts, **(c)** shall deliver the Equipment in his

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possession, if any, completely and without damage to Martur Fompok International and/or third parties requested by Martur Fompok International .

4.3. Order Cancellation by Martur Fompok International

4.3.1. Voluntary Cancellation before PSW Approval:

Martur Fompok International shall pay to the Supplier expenses actually spent by the Supplier until termination date but which are not paid yet by Martur Fompok International, from Equipment and engineering investment costs determined in the Purchase Order and the Special Purchase Contract, if any; if a given Part is cancelled by Martur Fompok International without having a legitimate legal ground before PSW (Part Submission Warrant) Approval.

4.3.2. Justifiable Cancellation due lack of PSW Approval:

Martur Fompok International will have the right to terminate with justification the supply relation about the related Part and to recover back from the Supplier advance payments, cost and similar payments including Equipment and engineering investment together with Central Bank’s commercial discount interest; if the Supplier cannot obtain PSW Approval about the Part within the period determined by Martur Fompok International and cannot eliminate this deficiency during the time defined by Martur Fompok International.

4.3.3. Voluntary Cancellation after PSW Approval:

Martur Fompok International has the right to terminate at any time and without justification the supply relation concerning a Part whose serial production has started by obtaining PSW Approval, provided that serving prior written 6-month notification. In this case, Martur Fompok International:

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- a. shall purchase Parts which belong to the first four (4) weeks following the termination date and are already produced according to six (6) months Shipment Program sent to the Supplier.
- b. shall pay to the Supplier the value of material which cannot be utilized for any other work, purchased by the Supplier to produce the estimated quantity of Parts which belong to the next four (4) weeks following the termination date according to six (6) months Shipment Program sent to the Supplier.
- c. shall pay to the Supplier the part of engineering and Equipment expenses which is not amortized as of termination date of the Special Purchase Contract and the Purchase Order, spent by the Supplier to produce Parts. Related Equipment's property is transferred to Martur Fompok International if the sum in question is paid.
- d. The Supplier shall measure in good faith regarding intention to reduce costs which can occur during modification or termination stages of the Purchase Order and the Special Purchase Contract.

4.4. Special Purchase Contract and the Purchase Order shall be also automatically terminated on termination due to breach of the Contract, without necessitating any other notification.

4.5. Obsoleted Parts' Costs. After the implementation of Martur Fompok International 's order modification request, and if Obsoleted Parts exist in the Suppliers stocks, the following provisions shall be applied, unless otherwise understood under the Special Purchase Contract and the Purchase Order:

- a. Parts which will be delivered to Martur Fompok International within the first four (4) weeks of the Shipment Program shall be purchased by Martur Fompok International, on condition to have been currently produced.
- b. Price of materials of Parts which will be delivered between the 5th and the 8th week (8th week included) shall be paid to the Supplier, on condition that these materials shall not be

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used in another project in reasonable conditions. Insofar the Supplier shall not raise any claim concerning materials and parts that could be used in short term during usual production process.

- c. The Supplier shall take measures intended to reduce Obsolete Part costs which can occur during Part modification stages in good faith.

5. PACKAGING

All shipments shall be packed, labeled and arranged as agreed by Parties and pursuant to definitions on PPAP file and Martur Fompak International instructions.

Following items figure on each box, case or package:

- Supplier’s name and/or code
- Part and material’s part no, name, product’s modification indicator, if any
- Types of Parts pursuant to Order definition, content of each box, case or package (quantity, volume, weight)
- Delivery place and date
- Order no., Entrance Lot no., Dispatch note no.
- “Sample/Pre-series label” pursuant to the example given by Martur Fompak International for New Parts
- Martur Fompak International label obtained from the portal

6. DELIVERY

The Supplier shall deliver Parts/Equipment pursuant to terms and conditions of this Contract and also all other documents regulating the related shipments between Martur Fompak International and the Supplier, especially drawings, technical specifications, analysis certificate, etc. (“Documents”).

Delivery time indicated on the Special Purchase Contract and the Purchase Order could be either the delivery time to Martur Fompak International ’s warehouse (shipping being on the Supplier’s responsibility), or the delivery time of products to the place agreed with the Supplier (shipping

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being on Martur Fompak International 's responsibility), according to INCOTERMS applied to the related order during the delivery row and/or time. The Supplier knows that Martur Fompak International manufactures for *[pls write relevant country]* and the export market and sometimes works in 3 shifts system.

The delivery should meet 100% condition as quantity and time. Deliveries cannot be before or after the determined date. Martur Fompak International could immediately return Parts which are not ordered or excess the quantity defined on the order or whose delivery time is not programmed, all shipping costs, damages, risks, etc. being on the Supplier's behalf. In such a case, return invoice amount shall be set off within the scope of Clause 22; or Martur Fompak International can accept Parts on condition to pay their prices at the end of payment period counted after delivery time foreseen on Martur Fompak International 's Special Purchase Contract or the Purchase Order. Physical acceptance of Parts by Martur Fompak International, without reserving his rights shall not be interpreted as the loss of Martur Fompak International 's rights derived or originated from late delivery.

The Supplier accepts beforehand to agree with all kinds of logistics procedures indicated on Martur Fompak International 's Logistics Contract.

The Supplier is responsible for all damages originated due to unapproved, undefined and/or untimely sent Parts/Equipment without Martur Fompak International 's knowledge.

7. QUALITY

7.1. General

The Supplier is responsible for the quality of Parts/Equipment delivered. The Supplier will manufacture Parts/Equipment based on technical documents such as technical drawings, mathematical model, technical specifications, sample, etc.

The Supplier is obliged to meet, perform and submit all kinds of measurements and tests indicated on technical documents and specifications according to Martur Fompak International 's requirement.

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The Supplier should obey Martur Fompak International Quality Manual’s Conditions or all other quality control procedures indicated in written form and Martur Fompak International ’s Request.

All Parts sent to Martur Fompak International should be guaranteed that they are completed by the Supplier and their traceability is provided.

The Supplier should keep quality records to provide the quality assurance of Parts/Equipment minimum during 15 (fifteen) years in an easily accessible form and free from any damage, unless any other period mentioned by Martur Fompak International.

The Supplier is responsible for the quality and lawfulness of all materials used in the production of Parts/Equipment which will be supplied to Martur Fompak International, imposed materials included.

Supplier agrees to confirm to the latest versions of “Preserving Quality in Automotive Industry – Supplier Evaluation, Rules on Main Samples” published by VDA and “Preserving Delivery Quality / Supplier Selection / Production Process / Releasing Products / Quality Performance in Mass Production” published by VDA. Supplier shall also comply with the latest version of the document “Special Vehicle Parts in Automotive Producers and Suppliers, Performance and Documentation” published by VDA.

Supplier shall format the product safety management in products it produces for Martur Fompak International and define Product Safety Responsible (PSR) and inform Martur Fompak International. It shall prove that the person appointed as PSR has all necessary trainings. In product safety violations Supplier is obliged to notify Martur Fompak International PSR through its own PSR.

7.2. Period before the Serial Production

The Supplier should submit to Martur Fompak International the documents within the scope of PPAP, signed and complete, and pursuant to project time planning agreed prior to the serial production. Loading PPAP to supplier portal is obligatory.

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The Supplier shall obtain sample approval and pre-series approval within the period agreed by the Parties and prior to pre-series production, according to project schedule. For productions not given sample approval but given pre-series request, supplier shall obtain deviation approval.

The Supplier shall bear all kinds of next measurement and test costs, when requested by Martur Fompak International if he cannot obtain approval after initial sample presentation.

Sample approval or pre-series approval by Martur Fompak International shall not release the Supplier's responsibility.

The delivery of Parts/Equipment by the Supplier to Martur Fompak International shall not deem as the approval of Parts/Equipment. The approval is only valid after PSW approval given by Martur Fompak International authorized bodies related with Parts and Technical Acceptance (implementation approval) related with the Equipment.

7.3. Serial Production Period

In case of repetitive and chronic mistakes during the serial production period, Martur Fompak International has the right, at Martur Fompak International's sole discretion, to force the Supplier carry out all kinds of controls, sorting included, in his own locations or on locations where products are shipped, through a third party company approved by Martur Fompak International. The Supplier accepts beforehand to bear all costs generated in such a case.

Martur Fompak International shall notify to the Supplier patent defect on delivered products within 5 (five) business days after they are detected in normal work flow. The Supplier in such a case releases his right to allege late notification regarding the defect. However, Martur Fompak International's liability to examine delivered products and to notify to the Supplier defects on delivered products shall be limited with apparent damages detected during the process of delivered products, if Martur Fompak International and the Supplier agree on JIT (just-in-time) or JIS (just-in-sequence) delivery. Martur Fompak International's right arising the law-in-force and/or the contract and situations where the Supplier deliberately defraud Martur Fompak International are reserved. Making payment of the goods shall not be deemed as acceptance of defective products by Martur Fompak International.

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In principle, Defective Parts are returned to the Supplier. Defective Parts should be received from the place mentioned under the notification regarding the return of the Defective Parts by local suppliers within 5 business days and by foreign suppliers within 15 business days as of the date of the above mentioned the notification date. Defective Parts which are not received during designated periods are immediately destroyed and the price of Parts and all direct and indirect costs arising from Defective Parts are invoiced to the Supplier.

Parts with a shelf life shall have minimum difference between production date and supply date. Within this scope, Supplier shall replace any Parts with expired shelf life free of charge.

Martur Fompak International is entitled to carry out system and process inspections at the Supplier's facility, to take samples, and to score the inspection result, and to ask system and/or process improvements.

All damages suffered by Martur Fompak International due to Supplier's quality errors (stoppage of Martur Fompak International 's or OEM's production line; labor losses such as sorting, finishing; all kinds of damages not limited with customer returns) are compensated by the Supplier. In such cases Supplier is obliged to fill in and sign "Risk Assessment" document. In addition to this, the Supplier pays a penalty in the amount of 50 EUR per quality error notification and sample rejection notification by Martur Fompak International to the Supplier. In case of the stoppage of the production line under this article, Martur Fompak International invoice this stoppage to Supplier based on the calculation of 50 EURO/man for Domestic Suppliers and 100 EURO/man for foreign suppliers.

Upon receipt of defect notification, Supplier obliged to fill in through portal and/or through mail where it is requested by Martur Fompak International the emergency actions (sorting results (OK and NOK numbers), when it starts sending first compliant product and how products are defined, visual cards used in control against error and why their control processes could not detect the error) it takes concerning the defect notification within 36 hours and the permanent action which defines their analysis of the error and the actions they take within 5 days.

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In principle, supply point cannot be changed. Supply point could be changed upon Martur Fompak International's unilateral discretion. On the contrary, The Supplier is obliged to pay a penalty in the amount of 100,000 Euro. In addition to this, price reductions arising from improvements based on the change of supply point shall be shared between the Parties.

The acceptance of the changing the supply point by Martur Fompak International shall not eliminate the Supplier's quality responsibility.

8. IMPROVEMENT

Price reduction arising from quality improvement and/or improvements submitted by the Supplier shall be shared based on the agreement between the Parties.

Supplier is obliged to maintain the competitiveness of the Parts supplied to Martur Fompak International according to marketing conditions.

The Supplier should provide, world-class products in terms of quality, delivery, customer support and competitiveness towards the most qualified competition. Martur Fompak International is entitled to claim the actions from the Supplier resulted in cost reduction.

9. INSURANCE

The Supplier is supposed to issue a Product Liability Insurance Policy covering a sufficient amount against all kinds of material, nonmaterial, continuous or non-recurring damages suffered by Martur Fompak International, OEM or third parties concerning Defective Parts after delivery. The Supplier shall submit to Martur Fompak International a copy of the insurance policy within 10 days as of the signature date of this Contract. This insurance does not constitute a limitation for the Supplier's responsibility.

In addition to insurance liability and the Supplier's liability being reserved, the Supplier shall provide to hold Martur Fompak International harmless from any claim concerning product liability in case Martur Fompak International is exposed to such claim in question and shall indemnify Martur Fompak International against claims alleged by third parties' due to defects on the product delivered by the Supplier. The Supplier shall be solely responsible as long as the related claim is

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originated from his negligence or deliberate action in cases where Martur Fompok International 's responsibility is based on any negligence or intentional action.

10. PRICE

Unit prices shall be determined by agreement between Martur Fompok International and the Supplier through the Cost Break Downs. All expenses such as packing, labeling, loading, unloading, etc. are included, and VAT is excluded in the PART's price unless otherwise agreed under the Special Purchase Contract and the Purchase Order.

Price changes can only be reflected on prices after Martur Fompok International 's notification of approval following the Supplier's notification to Martur Fompok International in written form concerning his demand on this subject.

Periodical price changes are determined jointly between Martur Fompok International and the Supplier for a time period mutually agreed by taking into account the country's economic conditions and the work's scale, and then the new prices shall be applied. The Supplier shall issue his invoices according to previously agreed prices until new prices are determined. Invoices issued according to different prices are either returned to the Supplier or supplementary invoice is issued.

The Supplier cannot stop or delay the supply of the Parts during the price negotiations between the Parties. The Supplier shall have a right to terminate the supply relation related with the Part in question, to be valid after 6 (six) months, on a condition to serve a notification in written form, unless an agreement is reached within 3 (three) months following the price change demand. Supplying of the Part in question supply during this period of 6 (six) months shall continue in good faith until Martur Fompok International shall activate a new supplier.

If any agreement concerning unit prices is reached on subsequent months and if any retroactive supplementary invoice is issued, the Supplier shall not claim any interest in addition.

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Martur Fompok International 's termination right under Clause 19.5 is reserved if no agreement is reached between Parties concerning unit prices.

11. METHOD OF PAYMENT

Martur Fompok International shall pay to the Supplier received Parts' price pursuant to provisions of this Contract, the Special Purchase Contract and the Purchase Order.

Maturity date of payments shall be determined with mutual agreement of Parties.

Martur Fompok International 's period of payment for Parts is 120 days after the invoice is submitted to Martur Fompok International , unless otherwise explicitly indicated in the Special Purchase Contract and the Purchase Order, on condition that Parts should be delivered beforehand to Martur Fompok International . In the event that Parts are delivered on any date after submission date of invoice to Martur Fompok International , payment period shall be 120 days following the delivery date of Parts.

Payment is made through bank transfer or cheques (after set off as per Clause 22, if it is the case) to Supplier.

Martur Fompok International has the right to return invoices to the Supplier by rejecting them not subject to legal period or to invoice back to the Supplier the invoice amount as the case may be and to suspend counter payments, by reserving the other rights under the Contract; in the event that the price on the invoice sent by the Supplier is different than the price agreed between Parties; and/or Defective Delivery is performed; and/or the Supplier fails to fulfill his liabilities and/or other cases indicated in this Contract.

Discount interest determined by Central Bank of Republic of Turkey shall be applied in case of default.

Martur Fompok International is entitled to stop payments or to set-off the amount of damage from the Supplier's account to compensate the damage incurred by Supplier.

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12. COMPLIANCE WITH STANDARDS

The Supplier is supposed to deliver all Parts/Equipment he supplies and all products (finished goods, semi-finished goods, raw material and Parts/Subsidiary Industry Equipment) he procures within the scope of this Contract pursuant to current laws, regulations and standards concerning health, safety, environmental protection and work effective according the rules of the countries, where they are manufactured, and as well as to Documents, Technical Specifications and standards of the sector. The Supplier shall provide his subcontractors to comply with current laws, regulations and standards effective in the related country in the event that any subcomponent manufactured in foreign countries is used. The Supplier accepts and provides that the production complies with regulations and laws related with environmental protection in countries where products are sold.

The Supplier, related with the delivery of Parts/Equipment and/or the fulfillment of his other liabilities, is supposed to comply with most modern and valid safety requirements, generally accepted provisions in the automotive sector (for instance, rules of German Association of the Automotive Industry-VDA Standards) and locally current Public Law rules (for instance Foreign Trade Technics and Standardization Regulation), and especially the provisions on EU Directives related with the prohibition of heavy metals. The Supplier accepts to fulfill requirements of Reach Codes. The Supplier is supposed to guarantee the conformity with ELV Directive by using https://www.mdssystem.com/html/en/home_en.htm address. The Supplier is supposed to comply with the Logistics Contract, the Quality manual and customer specific requirements indicated on the Quality Manual.

For Parts requested to bear CCC marking based on special requests of Martur Fompak International Customers, Suppliers shall ensure compliance with the following rules:

- CCC marking shall be on each of the Parts in compliance with CNCA-C11-09-2014 standard as defined by Martur Fompak International.
- Any changes to CCC marked Parts shall be notified to and approved by Martur Fompak International.
- CCC marked Parts shall only be sent to Martur Fompak International.
- Defective CCC marked Parts shall be destroyed by Martur Fompak International’s approval.

13. EQUIPMENT

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Technical documents, transportation boxes, special machines including molds-apparatuses, toolings and fixtures required for the production of Parts shall be defined as Equipment (“Equipment”). Martur Fompak International has the options defined as follows:

- i) to lend Equipment directly to the Supplier for use (which has manufactured in advance) ;
- ii) to pay to the Supplier the Equipment’s investment value to be manufactured by the Supplier or third parties and lend the Equipment to the Supplier afterwards for use; or
- iii) To let Supplier use his own Equipment. (Supplier shall notify and obtain approval of Martur Fompak International before starting to use its own equipment)

Any investment on Equipment not agreed upon and/or foreseen at the beginning of the Project but required for error correction or improvement in mass production quality defects or risks shall be borne by the Supplier during the period of the contract.

Equipment defined either under Clause 13.i or Clause 13.ii belongs to Martur Fompak International or Martur Fompak International ’s customer. The Equipment in question shall be used by the Supplier according to Martur Fompak International ’s needs. It cannot be used for manufacture to third parties outside of Martur Fompak International ; and, it cannot be sold. Confidentiality principle is always sought in all actions relevant to relations with Martur Fompak International . The Supplier shall clearly define Equipment and label on behalf of Martur Fompak International or Martur Fompak International ’s customer as per Martur Fompak International ’s request, provide their periodical maintenance, protect them and keep their inventory lists always updated. Martur Fompak International shall be promptly informed in case of any damage or lost. Any loss damage arising from the Equipment shall be covered by the Supplier.

Martur Fompak International shall be the owner upon payment of 80% of the agreed material’s value, as long as he has not acquired the ownership previously, in case the Equipment shall be manufactured by the Supplier or any third party as per Clause 13.ii. Martur Fompak International , in all other cases, shall be joint-owner in accordance with the ratio of agreed Equipment amounts and payments made until that moment.

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The Supplier shall immediately inform Martur Fompak International in written form regarding the situation and act according to Martur Fompak International 's instructions, in the event that any third party raises claims on equipment; or any action is brought or any execution proceedings are commenced against the Supplier or related with the Equipment.

Upon Martur Fompak International 's request, the Supplier shall deliver the Equipment lent to him as defined under Clause 13.i and Clause 13.ii, in working condition and complete, without raising any claim, within 24 (twenty-four) hours to Martur Fompak International or to any other third party indicated by Martur Fompak International The Supplier cannot abstain from the delivery of the Equipment in question based on any ground including the payment. Otherwise, Martur Fompak International shall be entitled unilaterally terminate the Contract. The Supplier shall not be able to claim any loss of right. All kinds of compensation claims of Martur Fompak International are reserved.

The Supplier cannot raise any claim - including the amortization value concerning the Equipment defined under Clause 13.i and Clause 13.iii.

The Supplier cannot raise any claim concerning the Equipment defined under Clause 13.ii, in the event that Equipment price is paid in advance. Martur Fompak International shall pay the balance amount of the manufactured Equipment according to the agreed payment plan, if it is agreed that Equipment is paid by amortization. In case of the unfinished Equipment, Supplier shall immediately pay back to Martur Fompak International the paid amount of the unfinished Equipment until that moment.

Martur Fompak International reserves his termination right and compensation rights regarding the damages arising from the breach.

The Supplier is obliged to insure, at his own expense, all the Equipment owned by Martur Fompak International or a third party, over their original values against damage of goods. The Supplier assigns all claims based on insurances in question to Martur Fompak International ; and, Martur Fompak International accepts the said assignment.

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14. LIABILITY TO SUPPLY SPARE PARTS

According to law in force, the Supplier undertakes to supply spare parts during 15 years following the sale of the last vehicle on which Parts which constitute the subject of the Contract are assembled, if required by Martur Fompak International or Martur Fompak International 's customer.

15. CONFIDENTIALITY

15.1. Confidential Information shall have the following meaning according to purposes of this article. Any information which does not have the following characteristics shall not be deemed as Confidential Information even if they are marked as confidential.

Confidential Information belonging to the Supplier:

(i) Information which belongs to the Supplier or its Affiliates or the information which is not open to public domain and that above mentioned bodies have the right to use within a confidentiality liability, (ii) Information transmitted to Martur Fompak International with a physical media bearing confidential inscription, or orally explained by indicating that it is confidential and transmitted to Martur Fompak International with a physical media bearing confidential inscription after a little while.

Confidential Information belonging to Martur Fompak International:

(i) Information which belongs to the Martur Fompak International or his affiliated companies or the information which is not open to public domain and that above mentioned bodies have the right to use within a confidentiality liability, (ii) Quantity or capacity use estimates, product plans, project details which belong to the Martur Fompak International or its Affiliates, (iii) Other information indicated as confidential by Martur Fompak International or his affiliated companies.

15.2. Any Party who receives the other Party's Confidential Information (a) shall keep it as confidential information while supply relation lasts and for five years after the supply relation is ended, and shall continue to comply with the confidentiality liability in goodfaith after this

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period is expired, (b) shall not disclose confidential information to third parties except his employees, consultants and affiliated companies, and disclose it to above mentioned bodies with the rate required only for the fulfillment of the work , and shall be responsible for the conformity of these bodies to the confidentiality liability, and (c) shall show Ordinary Care to protect the confidentiality of Confidential Information.

Ordinary Care means the care which is equal (in any case not inferior to the attention and care level which should be shown by a prudent merchant) to the care shown by the Supplier concerning his information which has “Confidential” characteristics.

15.3. Liabilities indicated on Clause 15.2 will not be valid for Confidential Information listed in this clause: Confidential Information which becomes public for any reason outside the breach of the receiving the Party; Confidential Information which is permitted in written form for disclosure by the disclosing Party; Confidential Information which is anyway known by the Party who received the Confidential Information before any disclosure is done to him; Confidential Information which is obtained by the Party who received the Confidential Information from a third party without breaching any contractual liability and in a legal way; Confidential Information developed independently from the Confidential Information, by employees of the Party who received the Confidential Information who have no access to the Confidential Information and to whom Confidential Information is not given; Confidential Information whose disclosure is required in a legal way by government agencies and/or judicial bodies.

15.4. The Supplier shall disclose without Martur Fompok International ’s written approval, this Contract, the business relation he has with Martur Fompok International or the Confidential Information he learned under these relations to third parties and establishments, cannot use this situation as advertisement and promotion means.

15.5. The Supplier is supposed to keep for 15 years’ documents and records related with Parts and production processes. These proof documents have to be immediately submitted by the Supplier if required during this period.

16. COMMITMENTS

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The Supplier commits and guarantees on delivery date of supplied Parts during fifteen (15) years following the delivery to the end user of the vehicle where Parts are used, unless longer period is not foreseen as per related laws; that Parts:

- a. shall be in conformity with the quality and quantity indicated on PSW Approval document,
- b. shall be in conformity with technical features, specifications, drawings, design, description and other characteristics and necessities notified by Martur Fompak International or approved by Martur Fompak International,
- c. shall be in conformity with Martur Fompak International 's current quality, production, safety and environment specifications,
- d. shall meet standards and legislation (including but not limited to the emission, safety, hazardous materials, recycling, waste disposal and etc.) which are mandatory at the delivery date of the Parts according to applicable law of the countries in which the vehicles will be sold shall be in conformity with use and allocation purpose,
- e. shall be in conformity with terms and conditions of this Contract, the Special Purchase Contract and the Purchase Order, and
- f. shall be free of all kinds of defects and be safe.
- g. Stay within the goals specified in quality and logistics target declaration form to be signed at accepted times.

Cases where usual lifetime of the Part is shorter are reserved. In such a case, the warranty issued by the Supplier shall be deemed valid during technical lifetime of the Part.

In the event that the working life and quality period of the Parts is foreseen more than fifteen 15 years under the Special Purchase Contract and the Purchase Order, then aforementioned period shall be taken into account.

Parties agree that controlling the Parts one by one shall not be possible physically and technically in respect of defects in terms of material, workmanship, resistance, conformity with the design, etc and that such an examination shall not in line with the ordinary course of life.

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Within this framework, and due to warranty and commitment under this clause, there is no any burden of examination and notice during the reception and usage stages of Parts supplied by the Supplier, except patent defects.

In the event that any longer period of responsibility is determined under the laws of which Parts are sold or used in, periods indicated under the laws in question shall be valid concerning this clause.

The Supplier is responsible for all direct and indirect damages suffered by Martur Fompak International in the event that any Martur Fompak International 's customer (OEM or other customers) or any competent authority decides to recall Parts or any product where Parts are used.

The Supplier is responsible for all kinds of damages such as death, injury, disability exposed by third parties or material damages and their direct and indirect results, arising from the defect Parts, , and shall indemnify Martur Fompak International concerning harms and damages suffered by Martur Fompak International or including but not limited to the third parties purchasing Parts through Martur Fompak International or their distributors, dealers, agents or employees.

17. WARRANTY - RESPONSIBILTY

The Supplier commits warranty periods defined by the OEM against manufacturing defects of finished and semi-finished goods and raw material he has supplied. All kinds of Supplier originated none-quality processes occurred after sale at OEM and/or Martur Fompak International 's customers such as:

- recall
- Change at the service station
- Change of Part within warranty liability and related labor cost

shall be invoiced to the Supplier.

The Supplier shall be responsible, despite all contrary provisions, towards Martur Fompak International and third parties if it is the case, concerning his products and the service. The Supplier warrants that there are no defects or errors on products and that related products comply with specifications, general and special terms and conditions, technical specifications, technical drawings, standards and working rules determined by Martur Fompak International .

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In accordance with the Consumer Protection Law and related legislation, the Supplier guarantees Martur Fompok International regarding the all latent and patent defects and faults on ordered products specially arising from the errors of design, conformity, operation or adaptation errors. The Supplier is bound with result liability. Aid provided by Martur Fompok International to the Supplier to get him realize his products and inspections and audits that Martur Fompok International reserves the right of realization will not be interpreted as the acceptance of quality of the Supplier's products, and this liability of the Supplier will even continue after products are approved and received by MARTUR FOMPAK INTERNATIONAL .

Martur Fompok International reserves the right to bring an action against the Supplier, according to the Act of Protection of the Consumer and related legislation, concerning all kinds of direct or indirect, material or non-material damages he will suffer. The Supplier commits to unconditionally indemnify damages suffered by Martur Fompok International , according to the legislation in force. The Supplier, for whatever reason it might be and due to the responsibility he has personally assumed, will indemnify Martur Fompok International concerning material and non-material damages suffered by third parties, Martur Fompok International and persons to whom rights are assigned and direct and indirect results.

18. PRODUCTS SUPPLIED BY MARTUR FOMPAK INTERNATIONAL

Martur Fompok International may claim the Supplier the inventory of furnished finished and semi-finished goods and the raw material to be used in the production performed for Martur Fompok International or carry out verification controls on the site at regular intervals.

The Supplier cannot use and sell such materials supplied by Martur Fompok International for productions outside of Martur Fompok International .

Quality control responsibility of materials sent by Martur Fompok International or by a third party company imposed to the Supplier by Martur Fompok International , and the third party company's System Quality control responsibility belong to the Supplier.

19. TERM AND TERMINATION OF THE CONTRACT

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19.1. Voluntary Termination: Martur Fompok International has the right to terminate all contracts, including this Contract, existing between him and the Supplier by issuing a written notification, related with fundamental changes occurred in the legislation or the business environment and which influence fundamental liabilities of contracts concluded with suppliers of Parts or due determination of none-applicable provisions on these contracts. Martur Fompok International shall only apply this clause to propose to the Supplier another and more suitable contract.

19.2. Martur Fompok International has the right to promptly terminate, by issuing to the Supplier a written notice, the Special Purchase Contract and the Purchase Order and as the case may be, the Contract, concerning a given Part or all Parts which constitute the subject of supply relation between Parties, if the Supplier breaches any provision of the Contract, or the Special Purchase Contract and the Purchase Order and does not remedy this breach within a reasonable period granted by Martur Fompok International in cases where this breach can be remedied.

19.3. The Supplier shall notify to Martur Fompok International in written form the breach in question, in the event that Martur Fompok International breaches any provision of the Contract, or the Special Purchase Contract and the Purchase Order and shall grant a reasonable period not inferior to at least 30 (thirty) days to remedy the breach. The Supplier shall have the right, by notifying to Martur Fompok International in written form, to terminate the Special Purchase Contract and the Purchase Order related with Parts indicated on the notification, to be effective ninety (90) days afterwards, if the breach is not remedied within the indicated period.

19.4. The other Party has the right by issuing a written notice, to terminate with immediate effect the Contract and Purchase Letters in force between Parties, if any of the following situations occur concerning one of the Parties. These situations are especially the following:

- a. Dissolution of one of the Parties,
- b. Insolvency of one of the Parties concerning payment of debts, submitting an application of bankruptcy at his own request, decision of bankrupt, decision of

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suspension of bankruptcy, application for restructuration, assignation of a temporary or permanent administrator such as trustee, heritage attorney, etc. for the administration of the whole or an important part of assets, declaration of arrangement of bankruptcy; or

- c. Court decision or administrative decisions, taken against the other Party by the court or public authorities and which have characteristics to tangibly influence the business, operations, interests or reputation of the terminated Party.

19.5. Martur Fompok International has the right by issuing a written notice, to unilaterally terminate with immediate effect, and by not granting a remedy period, all Special Purchase Contracts and Purchase Letters and the Contract in force between Parties or the related ones at his own discretion, if any of the following situations occur. These situations are especially the following:

- a. Failure of the Supplier to pay employees' fee.
- b. Failure of the Supplier to pay his debts in general.
- c. Alienation by the Supplier of an important part of his assets in favor of the creditor having a valid commercial or legal ground, establishment of limited real rights or annotated personal rights or smuggle of goods from creditors by another way.
- d. Seizure or the interim injunction on movable or immovable goods owned by the Supplier or in his possession, in a way to hinder the fulfillment of this Contract.
- e. Seizure of receivables of the Supplier from Martur Fompok International or third parties in a way to threaten the fulfillment of liabilities under this Contract.
- f. Transfer to third parties in whole or in part of this Contract or rights and liabilities stipulated under this Contract, without Martur Fompok International 's written consent.
- g. Wrong or fraudulent claim of receivables from Martur Fompok International .
- h. Mention of preparation of irregular and fake document according to its content by tax offices concerning the Supplier, preparation of a report in this direction or publication of the Supplier in such a list and failure to correct this situation within sixty (60) days.
- i. Improper action of the Supplier concerning good faith
- j. Rejection of the Supplier to deliver Parts.
- k. Repeated failures of the Supplier to comply with delivery times and deadlines.

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- l. Interruption of OEM's production line or vehicles coming down from production line with lacking components including Parts or together with defective Parts, due to the Supplier.
- m. Determination that Parts are manufactured in a way to breach Technical Knowledge or Intellectual and Industrial Property Rights of third parties or show up of serious doubts in this respect.
- n. Cease of the production/sale of vehicle models where Parts are used.
- o. Lack of safety on Parts or existence of extensive defects on a series of Parts.
- p. Failure to agree on prices within three (3) months after the commencement of the negotiations.
- q. Impossibility of fulfillment due to Force Majeure, which exceeds five (5) business days.
- r. Failure by the Supplier to obtain PSW Approval concerning the Part within the period determined by Martur Fompak International and failure to eliminate this deficiency within the period granted by Martur Fompak International .
- s. Breach of Anti-Corruption Rules during actions carried out according to the Contract.
- t. Change of the Supplier's control on the company's capital and voting rights.

19.6. Terminating Party shall not pay to the other Party any compensation in addition due to termination of the Contract, the Special Purchase Contract and the Purchase Order or any other purchase document in conformity with provisions of this clause. Insofar this provision shall not eliminate the liability of the Party in breach to indemnify the other Party (as may be the case the Buyer) concerning damages suffered due to the breach.

19.7. Provisions of Clause 4.5 (Obsoleted Part Costs) shall not applied concerning justified terminations made by Martur Fompak International according to Clauses 19.2, 19.4 or 19.5.

20. FORCE MAJEURE

If any liability which rises from the order placed according to this Contract cannot be fulfilled due to an event or external force such as natural disasters, war, occupation, actions of external powers, enemy attacks, civil war, resurrection, revolution, riot, laws, codes, rules and directives published by the military power or government departments or any duly established authority, confiscation,

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boycott or general strike, lockout, breakdowns on production facilities and import restrictions (briefly “**Force Majeure**”), which occur due to situations which cannot be charged to the debtor, cannot be predicted and hindered before and which indispensably hinder the discharge of debt; the Party which is influenced from the said situation and/or external force shall not be hold responsible during the term and to the extent it is influenced by the situation and/or external force.

In case of Force Majeure, The Party which is influenced from the Force Majeure shall immediately (at most within 24 hours) inform the other Party in written form, shall assess in good faith the propositions of the other Party concerning the reduction of damages and take immediately necessary measures to reduce damages. Liabilities of Parties shall continue as of the expiry date of Force Majeure.

Martur Fompak International , in case of Force Majeure influencing the Supplier, has a right and priority to buy from the Supplier with the book value, completed parts within the scope of the Special Purchase Contract and the Purchase Order and/or parts which are on production stage and/or the raw material to be used for Parts production and the Supplier’s Equipment.

Martur Fompak International , in case of Force Majeure, reserves the right to buy parts from elsewhere, produce and get them produced with purpose to minimize production disruption until the Supplier reaches again the capacity to supply related parts with terms and conditions mentioned under Special Purchase Contract and the Purchase Order.

Martur Fompak International reserves the right to terminate partly or as a whole the Special Purchase Contract and the Purchase Order in the event that Force Majeure situation exceeds five (5) business days.

The Supplier reserves the right to terminate partly or as a whole the Special Purchase Contract and the Purchase Order in the event that Force Majeure situation outlasts fifteen (15) business days,

21. SEVERABILITY AND CONTINUING LIABILITIES

21.1. If any provision of this Contract is determined to be void, invalid or unenforceable under applicable law, this shall not indicate that remaining provisions are void, invalid or

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unenforceable accordingly. Parties, in such a case, shall replace these provisions with similar but enforceable ones and shall keep the entity and integrity of the agreement existing between them.

21.2. This Contract is an integral part of the Special Purchase Contract and the Purchase Order.

21.3. Termination and expiry of the Special Purchase Contract and the Purchase Order shall not harm rights and liabilities which should even continue as of termination or expiration date. Such kinds of liabilities are Clauses including but not limited to quality assurance, warranties, product warranty, product responsibility, obligation against defect, confidentiality, trademark intellectual and industrial property rights, equipment, spare-parts supply, equipment maintenance and protection and supply after termination/expiry.

21.4. Parties declare that they are bound with all provisions and terms and conditions set out herein, that they obtained all kinds of technical and legal consultancy services prior to the conclusion of the Contract and that they searched the nature of the work and understood it properly.

22. PLEDGE AND SET OFF

All kinds of rights and receivable of the Supplier originated at Martur Fompak International and all kinds of goods, Equipment included, which belong to the Supplier and are possessed by Martur Fompak International are pledged as collateral of debts of the Supplier already incurred or which will be incurred towards Martur Fompak International . Martur Fompak International has a right to set-off and right of foreclose rather than ex-officio acts arising from the pledge.

The Supplier shall accept that Martur Fompak International is entitled to set off matured and payable sums due by Martur Fompak International to the Supplier against the debt of the Supplier incurred for any reason towards Martur Fompak International and/or Group Companies which Martur Fompak International controls and is controlled by them directly or indirectly.

All kinds of amounts paid by the Supplier to Martur Fompak International or cash or other collaterals received by Martur Fompak International can be accepted as payment in consideration of liabilities of the Supplier, if deemed suitable by Martur Fompak International .

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The Supplier declares, accepts and undertakes that there is no any right of retention and right of pledge for whatever reason concerning all kinds of tools, products, materials and goods he possesses within the supply relation he has with Martur Fompok International and which belong to Martur Fompok International , and that he irrevocably renounces from his rights in this content.

23. NON-ASSIGNMENT CLAUSE

The Supplier cannot assign and transfer his responsibilities mentioned on this Contract, the Special Purchase Contract and the Purchase Order without Martur Fompok International 's written approval. These responsibilities should be fulfilled by the SUPPLIER in person.

The Supplier cannot use for another work or assign the technical document and Equipment provided by Martur Fompok International for production.

24. ADVERTISING BAN

The Supplier cannot publicize directly or indirectly the commercial relation existing between Parties without Martur Fompok International 's explicit and written consent.

25. INSPECTION AND FINANCIAL INFORMATION

Martur Fompok International may always carry out inspections on the Supplier's production facility and warehouse; control all kinds of equipment, documentation, information, and document, finished and semi-finished goods. To provide inspection possibility to Martur Fompok International does not extenuate responsibilities of the Supplier towards Martur Fompok International . The Supplier will do his best with good will to get his subcontractors provide this inspection possibility too.

The Supplier, if required by Martur Fompok International , is supposed to submit to Martur Fompok International his most current financial statements and those of his affiliated company which figures in the production, supply or finance of the Part and any component of the Part. Martur Fompok International can only use financial statements to assess from time to time the

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ability of the Supplier to perform his liabilities within the scope of the Special Purchase Contract and the Purchase Order.

26. CONTRACT MODIFICATION

All modification of the Contract and/or its annexes shall be agreed between Parties and concluded in written form.

27. NOTIFICATIONS

Notifications related with this Contract shall be served to addresses of Parties mentioned under the 1st Clause. Parties shall inform each other before a reasonable time through Notary Public or by return receipt letter in case of any address changes.

28. MATERIAL EVIDENCE

Electronic data exchange realized between Martur Fompok International and the Supplier within the scope of this Contract and Orders shall be deemed as signed by Martur Fompok International .

The Supplier accepts and undertakes to acknowledge as material evidence orders placed by Martur Fompok International via the electronic environment or by fax and commercial books of Martur Fompok International , and concerning any dispute which rises from the implementation of this Contract.

29. COMPETENT COURT

This Contract is governed by Law, and’ courts and execution and enforcement offices shall be exclusively competent concerning any conflict which rises from the interpretation and/or implementation of this Contract and/or any Order.

This Contract is constituted of 29 Clauses and is concluded by Parties on

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MARTUR FOMPAK INTERNATIONAL

SUPPLIER

Annexes:

1. Form of Special Purchase Contract
2. Quality Manual Handbook
3. Logistics Contract
4. Confidentiality Agreement
5. Document showing the authorized signatories

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