

STANDARD TERMS AND CONDITIONS OF SALES AND DELIVERY

The following conditions are applied to all purchase orders placed on IST Safety Ltd unless otherwise agreed in writing between IST Safety Ltd and the customer.

General Terms;

1. Orders received for specially designed and / or tailored products for the customer (special production products except stock materials) cannot be canceled, modified or revised after production commences. The customer approves the relevant technical drawings of the customized product before production commences. Customized products are manufactured in accordance with technical drawings approved by the customer.

2. The production of customized products commences after the agreed prepayment has been received. The lead time notified to the customer shall be taken into consideration after receipt of the prepayment.

3. After the customer has placed an order to IST Safety, IST Safety will send a proforma invoice or order confirmation form to the customer. The customer shall check whether the quantity, size, price, specifications of the product on the proforma invoice or order confirmation form are correct. When ordering, the customer must specify special requirements such as size, color, material, etc. at the time of order. It is assumed that customers accept the specifications and properties of the products they order to IST Safety.

4. IST Safety applies the Incoterms 2010 rules for all deliveries. IST Safety is not liable for damages caused by the shipper or accidental damages after delivery of the products to the shipper. A transportation company can be organized and selected by IST Safety or the customer. Depending on customer demand,

insurance can be made on the materials and the insurance fee is reflected on the invoice. It is recommended to insure the materials especially for sea shipments.

5. IST Safety must comply with the production and delivery times provided. However, even if the transportation company is organized by IST Safety, IST Safety is not responsible for delays caused by the transportation company and IST Safety does not undertake any transit time given by the carrier. In order to avoid any delays, the customer must adjust his or her timing, taking into consideration all these possibilities.

6. All notifications made to the latest address declared in writing by the customer are assumed to be reached to the customer. Customers are expected to update any changes in company name, address, telephone, fax and e-mail in written. Otherwise, notifications sent to the latest address are assumed to be reached to the customer.

7. Deliveries of the products not subject to special agreements are carried out in accordance with the order sequence, production schedule and current stock availability on the date of order.

8. No orders will be shipped either domestically or abroad unless a commercial invoice is issued.

9. All prices are Ex-works Ankara Factory as per Incoterms 2010 unless otherwise specified.

10. Validity of price offers is 30 days unless otherwise specified. The price of the product is valid if it is approved by IST Safety after receiving the order.

11. Customers shall accept the standard packaging provided by IST Safety. However,

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the customer may require different packaging as a result of mutual agreements. The additional cost of any special packaging is reflected on the invoice.

12. Products ready for shipment must be collected from IST Safety's warehouse within 20 calendar days for sales subject to special agreements and 5 calendar days for normal sales. If a product is not collected within the specified period, IST Safety reserves the right to charge a storage fee and / or a handling fee for the products not collected.

13. Export customs operations can be made by IST Safety only from Ankara and Istanbul for air, sea and road transportation.

14. The customer has the right to make inspection, verification, testing on ordered products on their cost by a certification company such as SGS before shipment. This should be notified before packaging is completed.

15. Products not manufactured by IST Safety are subject to the manufacturer's terms and conditions. Customer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the jurisdictions in which seller and customer are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of goods. In no event shall customer use, transfer, release, export or re-export any such goods in violation of such applicable laws, regulations, orders or requirements or the requirements of any licenses, authorizations or license exceptions relating thereto. Customer agrees to comply

with all appropriate legal, ethical and compliance requirements.

Special Terms for Protective Clothings:

1. There is an additional %8 surcharge for size XXL and over.

2. For orders consisting of specially designed clothings according to the customer's request, the customer must approve the technical drawing before production. Production starts after receipt of the payment and approval of the technical drawing. IST Safety performs quality control before shipment of products.

3. Protective clothings which are manufactured by IST Safety are guaranteed against all defects occurred due to faulty of materials and workmanship for a period of 12 months from date of shipment provided that using and storing in appropriate conditions. Warranty terms and conditions are available in the warranty certificate.

4. Exclusions (Additional charges applied):

- Site visits for special size measurements

- Delivery to site and transportation unless otherwise specified

- Any items / services or optional accessories that are not specifically referred in the quotation or proforma invoice

Special Terms for Emergency Showers:

1. For orders consisting of specially designed engineering units according to customer requirements, the customer must approve the technical drawing before production. Production starts after receipt of payment. IST Safety performs quality control before shipment of products.

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2. Emergency showers and eye/face washes which are manufactured by IST Safety are guaranteed against all defects occurred due to faulty of materials and workmanship for a period of 24 months from date of shipment. Warranty terms and conditions are available in the warranty certificate.

3. Exclusions (Additional charges applied):

- Hard wired connection to facility / electricity connections
- Pipework and assembling at site
- Comissioning works / site erection
- Project planning where the showers will be installed
- Interconnecting pipework between chiller systems, water tank and the site pipework
- Site performance testing and operating
- Site visits in support of engineering or ANSI/ISEA compliance
- Delivery to site and transportation unless otherwise specified
- Any items / services or optional accessories that are not specifically referred in the quotation or proforma invoice

Payment Terms:

1. Unless otherwise specified, payments are charged in cash in advance. Orders are confirmed after 100% advance payment or agreed prepayment is received. The customer makes the payment after receiving the proforma invoice or order confirmation form.

2. Only T / T bank transfer to the company bank account specified on the proforma invoice is accepted. Western Union is not acceptable. In order to export, payment must

be received from a foreign bank in Euro, USD or GBP currency. Or, in case of receipt of payment through a national bank in Turkey a document that IST Safety 's name is mentioned in and proves the payment came within the scope of export from abroad should be given.

3. Unless otherwise specified in the order confirmation or proforma invoice, purchase prices may need to be confirmed again if the total amount is not paid within 30 days from the date of the proforma invoice or order confirmation.

4. In order to avoid a delay, the customer must notify IST Safety after making the payment.

5. Special design product orders cannot be canceled after payment is received and production starts. Force majeure cases are applied. Neither party shall be liable to the other for the failure of delay in the performance or orders of any of his obligations when such failure or delay occur due to fire, flood, strike, riots, wars, embargoes, governmental laws, orders or regulations, storms or other similar or different contingencies beyond the reasonable control of the respective parties. If, as a result of legislation or governmental action, any party or parties are precluded from receiving any benefit to which they are entitled hereunder, the parties shall review the provisions of the agreement so as to try the best possible efforts to restore the party or parties to the same relative positions as previously obtained hereunder.

6. The customs clearance fee is always reflected on the invoice. If the customer arranges any Express courier (TNT Express, DHL Express, Aramex, UPS etc.), no customs fee is added to the invoice (Invoice amount upper limit: 15.000 Euro, Total weight upper

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limit: 300 kg). If other non-Express shipping companies are organized, a customs clearance fee will be added to the invoice.

7. If the customer needs a commercial invoice attested by local chamber of commerce, ATR, EUR1 or certificate of origin, IST Safety will add a document fee to the invoice. When ordering, the customer must notify the required documents for customs clearance.

8. Unless otherwise specified, the customer is responsible for all bank charges (including correspondent bank charges). Therefore, when making a payment, bank charges should be selected as “OUR” in the payment instructions given to the bank. Thus, the payment is transferred to IST Safety's bank account without any deduction in the original amount. In the case of payment by letter of credit, the option indicating that “all local and overseas charges by applicant” should be selected when making the payment.

Otherwise, orders for deducted payments will not be approved and the customer will be requested to pay the balance.

9. In air freight and road transport, original documents are normally shipped along with the goods unless otherwise specified. In sea freight, the original documents must be sent separately by courier. Customers who wish IST Safety to send original documents by courier separately from the shipment must provide their courier account number. Otherwise, the courier fee will be added to the invoice for sending the documents.

10. VAT is not included in our prices. If the commercial invoice is made out to a company in Turkey and export operations are not performed by IST Safety, 18% VAT for emergency showers, 8% VAT for protective clothings will added to invoice. All taxes, duties, etc. to be incurred on sales are to be paid by the customer.

11. If a Turkish company that will buy the materials of Turkish origin that they will export to a foreign country, they can take the materials without paying VAT with the export registered invoice. Export registered invoice cannot be issued for foreign origin products. The following points should be considered;

- In the invoice issued for the delivery of export registered goods, the statement "VAT is not collected as it is delivered on condition that it is exported in accordance with the provisions of Article 11/1-c of the VAT Law No. 3065" must be written.

- The materials must be exported within three months of the beginning of the month following the date of delivery of the materials to the exporter.

- The goods registered for export must be the same as the goods included in the export registered invoice and customs declaration.

- The exporter must export the goods received on the condition of exportation in the manner delivered by the manufacturer.

- The products given on the condition of export registry must be the same as the product in the manufacturer 's capacity report and the material type on the export registered invoice.

- Since the risk is on the manufacturer in the delivery of export registered goods, if the goods cannot be exported by the exporter within three months or if it is taken, an undertaking including the damages, losses and damages to be incurred by the manufacturer shall be paid by the exporter without any objection.

- Documents required from the exporter for export registered sales: Notarized copy of export declaration, notarized copy of sales invoice.

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12. IST Safety's exemption certificate to do sales with foreign currency and without VAT to the individual customers who are residing in a foreign country is available. This special application can be made to foreign nationals who do not reside in Turkey or Turkish nationals who reside in a foreign country and hold a residence permit or a certificate of residence from the relevant governmental authorities. It is called shuttle trade. Shuttle trade refers to the activity in which individual entrepreneurs buy goods abroad and import them for resale in street markets or small shops. Often the goods are imported without full declaration in order to avoid import duties. The customer must have the invoice approved by the customs that are only authorized customs directorates.

Ethical Trading and Sanctions Compliance;

1. The customer:

- (a) shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption (all of the aforesaid being "Relevant Requirements"),
- (b) shall have and maintain in place throughout the term of this agreement its own policies and procedures, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate,
- (c) shall on request by IST Safety Ltd certify to the customer in writing signed by an officer of the customer, compliance with this condition by the customer and all persons associated with it. The customer shall provide such supporting evidence of compliance as IST Safety Ltd may reasonably request,
- (d) warrants that neither it nor, to its knowledge, its officers, employees, nor any person involved by or for it in the

performance of a Contract is, a Sanctioned Person and,

(e) shall comply with Economic Sanctions Law in all respects related to the performance of this contract and shall not have any dealings or transactions with any Sanctioned Person (including in respect of any further sale of the Goods) if such dealings or transactions would cause IST Safety Ltd to be in violation or to be subject to a risk of punitive measures being imposed pursuant to any Economic Sanctions Law. For the purposes of these terms and conditions "Sanctioned Person" means any person, organisation or vessel.

(i) designated on the United Nations Consolidated Lists, the Consolidated List of Financial Sanctions Targets maintained by the UK HM treasury, the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, the US Government's Denied Persons List, Entities List, Debarred Parties List and Terrorism Exclusion List or on any list of targeted persons issued under the Economic Sanctions Law of any other country (including the European Union);

(ii) that is, or is part of, a government of a Sanctioned Territory;

(iii) owned or controlled, directly or indirectly by, or acting on behalf of, any of the foregoing;

(iv) incorporated within, located within or operating from a Sanctioned Territory any Economic Sanctions Law; or

(v) otherwise targeted under any Economic Sanctions Law.

"Economic Sanctions Law" means any law, regulations, or other binding measures of the European Union, any EU member state ; or any other jurisdiction applicable to the Parties

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which relates to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law, **including without limitation Iran, Syria and North Korea.**