

1. PARTIES

This Agreement is executed between FLEXATİ HORTUM VE BAĞLANTI PARÇALARI SAN. TİC. A.Ş., located at “Karamehmet Mahallesi, Avrupa Serbest Bölgesi, Adnan Arısoy Bulvarı No:4/1, 59930 Ergene / TEKİRDAĞ” (hereinafter referred to as “FLEXATİ Hose”), and, located at “.....” (hereinafter referred to as the “SUPPLIER”), under the terms and conditions set forth below.

“FLEXATİ Hose” and the “SUPPLIER” shall hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

2. DEFINITIONS

In the implementation and interpretation of this Agreement, the terms set forth below shall have the meanings assigned to them herein:

FLEXATİ Hose : FLEXATİ HORTUM VE BAĞLANTI PARÇALARI SAN. TİC. A.Ş.

SUPPLIER :

Material : The commodities listed in Annex-1, to be procured and delivered by the SUPPLIER

Technical Specification : The document describing the technical and quality specifications of the Material and the special and technical details related to the operation

Agreement : The agreement executed between FLEXATİ Hose and the SUPPLIER

Purchase Order : The document notifying the SUPPLIER of the terms of the order for the Material, the special and technical conditions regarding the characteristics and specifications of the Material, the order quantity, unit prices, delivery date, delivery method, and place of delivery

3. SUBJECT OF THE AGREEMENT

The SUPPLIER accepts and undertakes to supply and deliver, in accordance with this Agreement, the Technical Specification, and the purchase orders, the Materials listed in the “Material Price List (Annex 1)” based on FLEXATİ Hose’s material requirements, and at the quantities and prices specified in the annexes to this Agreement, and to deliver them on time.

4. TERM OF THE AGREEMENT

This Agreement enters into force on .../.../20... and expires on .../.../20.... Unless one of the Parties notifies the other Party in writing at least 30 (thirty) days prior to the expiration of the Agreement that it will not be renewed, the Agreement shall be automatically extended for an additional period of 1 (one) year under the same conditions. Such renewal of the Agreement may continue for a maximum of 5 (five) years from the date it first enters into force.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The SUPPLIER accepts and undertakes to perform its activities under the Agreement in accordance with the requirements of the applicable legal regulations, the Agreement, and the Purchase Orders, free from any defect, and in a timely manner.

5.2. The SUPPLIER accepts, declares, and undertakes that it holds all permits, licenses, and authorizations required under the applicable legislation within the scope of the Agreement, and that it will keep them updated in accordance with any changes in the applicable legislation.

5.3. No employment relationship shall be deemed to exist between FLEXATİ Hose and the personnel employed by the SUPPLIER within the scope of this Agreement, and all legal responsibilities and obligations regarding such personnel shall rest exclusively with the SUPPLIER. The SUPPLIER shall fully and timely fulfil all its obligations related to its personnel, including but not limited to those arising under the Labour Law, Social Security Legislation (SGK), Collective Labour Agreement (if any), Occupational Health and Safety Regulation, and tax and employment legislation.

5.4. The SUPPLIER accepts and undertakes to immediately and fully pay any amounts that FLEXATİ Hose may be required to pay to third parties and/or institutions due to the SUPPLIER's failure to fulfil any of its obligations arising from the Agreement or applicable legislation; otherwise, such amounts shall be deducted from the SUPPLIER's receivables held by FLEXATİ HOSE. FLEXATİ Hose reserves the right of recourse against the SUPPLIER for any remaining balance

5.5. During the term of the Agreement, all quotations, commitments, and specifications to be provided by the SUPPLIER for the purpose of meeting the current needs of FLEXATİ HOSE shall only be valid with the Parties' mutual written agreement and shall constitute an integral part of this Agreement, being subject to the provisions herein.

5.6. No quantity commitment of any kind is provided to the SUPPLIER regarding purchasing within the scope of this Agreement.

5.7. The SUPPLIER, being aware that FLEXATİ HOSE operates production for the domestic and export markets using a shift-based system, accepts and undertakes to ensure the supply of the Material in accordance with the principles specified in the Agreement and the Purchase Order, in a manner that will not cause any disruption in FLEXATİ HOSE's production schedules.

5.8. Nothing in this Agreement shall impair FLEXATİ HOSE's right to procure the materials regulated herein from third parties simultaneously. The SUPPLIER hereby accepts this provision in advance.

5.9. The SUPPLIER shall be responsible for ensuring that the materials supplied comply with the technical documentation and the requirements defined by the applicable standards. The SUPPLIER shall ensure the existence, completeness, and accessibility of up-to-date technical documentation in the relevant areas of use.

5.10. The SUPPLIER shall, in all cases and exclusively, be responsible for any loss or damage to the Materials subject to this Agreement until their delivery to FLEXATİ HOSE.

5.11. The SUPPLIER accepts and undertakes to deliver the analysis certificates, invoices, and packing list (irsaliye), matched with the purchase order number, together with the shipment of the Materials to FLEXATİ HOSE.

5.12. Any Materials that have not been ordered from the SUPPLIER, that exceed the quantities specified in the relevant purchase order, or that are delivered prior to the agreed delivery date may be returned to the SUPPLIER, and all costs, losses, and damages arising therefrom shall be borne exclusively by the SUPPLIER.

5.13. The SUPPLIER shall be liable not only for any failure of the Materials to meet the specifications set out in the Purchase Orders, but also for any material, legal, or economic defects or non-conformities that affect the quality or quantity of the Materials, or that eliminate or substantially reduce their value or the benefits expected from their intended use. The SUPPLIER may not avoid its liability for any defects arising from its fault under this Article by claiming that such defects were not notified to it in due time. The SUPPLIER hereby expressly acknowledges and undertakes this obligation..

5.14. In the event that the Materials are determined to be non-compliant with the matters specified in the Agreement and the Purchase Order, or not suitable for their intended use and/or allocation, or defective, FLEXATİ HOSE shall have the right to:

- a) Rescind the Agreement by notifying that it is ready to return the defective Materials and request the refund of the amount paid, if any, together with statutory interest,
- b) Retain the Materials and request a reduction in the sales price proportionate to the defect,
- c) Request the repair of the defective Materials free of charge, with all costs borne by the SUPPLIER,
- d) Request the replacement of the Materials with non-defective equivalents,

and in addition to these rights, claim and demand compensation for any and all damages and losses suffered. FLEXATİ HOSE shall be free to exercise any of the above-mentioned rights against the SUPPLIER, and in the event that any of the situations listed above are determined, payment of the material price shall be suspended even if the Materials have already been received. The Parties hereby agree in advance that FLEXATİ HOSE shall not be deemed in default in such circumstances. The SUPPLIER hereby acknowledges and accepts this provision.

5.15. If the SUPPLIER breaches its obligations under this Agreement in any manner and/or fails to deliver the materials to FLEXATİ HOSE within the performance period specified in this Agreement and its annexes, and as a result the operations of FLEXATİ HOSE are disrupted and the commitments given by FLEXATİ HOSE to its customers cannot be fulfilled on time or it becomes evident that they cannot be fulfilled on time;

the SUPPLIER shall indemnify and hold harmless FLEXATİ HOSE against and from any and all damages, losses, claims, liabilities, penalties, negative and positive damages, compensation amounts, interest, court costs, enforcement expenses and attorneys' fees, including without limitation any amounts that FLEXATİ HOSE has paid or is required to pay to its customers for this reason, as well as any and all material losses incurred by FLEXATİ HOSE, together with interest.

5.16. The SUPPLIER accepts and undertakes that, limited to the subject matter of this Agreement, during the term of the Agreement, it shall not, without the prior written approval of FLEXATİ HOSE, engage in any activities aimed at establishing, nor establish, a direct commercial relationship with any units of FLEXATİ HOSE other than the purchasing department.

5.17. The SUPPLIER undertakes to comply with the provisions of the Law on the Protection of Consumers, together with the quality-related obligations set forth in the Purchase Order. The SUPPLIER guarantees the conformity of the Materials supplied until the end of the warranty period committed by the Material manufacturer. Any and all costs arising from non-conformities occurring during the warranty period, including those compensated by third parties, shall be borne by the SUPPLIER.

5.18. The SUPPLIER may not use the name or title of FLEXATI HOSE as a reference in brochures, advertisements, or quotations without the prior written permission of FLEXATI HOSE.

5.19. Notifications and correspondence between the Parties may be made using the e-mail addresses notified by the Parties. The Parties accept and undertake that e-mails sent by the Parties shall have the effect of official notification and shall be deemed delivered on the day they are sent.

5.20. The Parties accept the addresses stated in this protocol as their notification addresses. Notification of any change of address is mandatory. The Parties accept and undertake that the notifications made to these addresses shall be valid pursuant to Article 21, Article 35 and other relevant provisions of the Notification Law.

5.21. The Parties accept that correspondence regarding the business relationship between them shall be conducted via e-mail (electronic mail), that e-mail correspondence shall constitute evidence between the Parties, and that in the event of a dispute, e-mail correspondence is and shall be accepted as written evidence.

5.22. The Parties accept the validity of written notifications made via electronic mail and agree that there is no need to make notifications by other means.

5.23. The Supplier is obliged to establish a quality management system that meets at least the requirements of the ISO 9001 standard, as assurance that legal requirements are complied with, that continuous improvement in effective and efficient working conditions is ensured, and that FLEXATI Hose's expectations can be met in the long term.

6. FINANCIAL PROVISIONS

Provided that the SUPPLIER fully performs its obligations in accordance with the Agreement, Technical Specification, Purchase Order, or delivery schedule, the fee to be paid to the SUPPLIER is indicated in the Material Price List (Annex-1). The fee to be paid to the SUPPLIER includes all costs up to the moment of delivery of the Materials to FLEXATI HOSE, including packaging, storage, transportation, loading, and unloading.

For the Materials to be delivered to FLEXATI HOSE, the SUPPLIER shall issue an invoice on behalf of FLEXATI HOSE by matching each delivery note with the corresponding invoice and indicating the purchase order number, and shall deliver the invoice to FLEXATI HOSE within no later than 3 (three) days following the invoice date. The SUPPLIER accepts and undertakes to comply with FLEXATI HOSE's instructions regarding invoice issuance. Provided that the SUPPLIER fully and duly fulfills its obligations, the invoice amounts related to the materials shall be paid to the SUPPLIER on the first payment day following XX (xxxx) days from the date of notification of the invoice.

The SUPPLIER accepts and undertakes that in the event that its invoices are found to be non-compliant with the terms specified in the Agreement and the Purchase Order, the relevant invoices may be rejected and returned to the SUPPLIER, or depending on the circumstances, the invoice amount may be reflected to the SUPPLIER in the form of an invoice, and payments may be suspended. The SUPPLIER accepts and undertakes that this situation shall not place FLEXATI HOSE in default. The SUPPLIER accepts and undertakes that its due or payable receivables may be set off and deducted against any

debt arising for any reason. Any erroneous payment of an invoice amount by FLEXATI HOSE to the SUPPLIER shall not preclude the right to request the erroneously paid amount from the SUPPLIER later or to set off and deduct such amount from the SUPPLIER's future receivables.

7. LIABILITY FOR DAMAGES

In the event that the SUPPLIER fails to fulfill its commitments specified in the Agreement and the orders, or including but not limited to cases where FLEXATI HOSE, its personnel, or third parties incur damages during the supply of materials, the SUPPLIER accepts, declares, and undertakes to pay the damage amount immediately and in full, otherwise such amount shall be deducted from the SUPPLIER's receivables held by FLEXATI HOSE. FLEXATI HOSE's right to recourse against the SUPPLIER for any remaining amount is reserved.

8. AUDIT

FLEXATI HOSE may, at any time, audit and evaluate on site whether the SUPPLIER is fulfilling its obligations in accordance with this Agreement through the persons it authorizes. The SUPPLIER shall allow the persons authorized by FLEXATI HOSE to enter its production areas, testing sections, warehouses and other relevant areas, and shall provide the information and documents requested during the audit. FLEXATI HOSE shall pay due attention to the reasonable confidentiality and occupational safety requirements expected by the SUPPLIER. FLEXATI HOSE shall notify the SUPPLIER of the audit results.

The SUPPLIER is obliged to plan its activities to remedy the non-conformities notified to it, to inform FLEXATI HOSE in writing, and to eliminate such non-conformities at its own cost within the periods specified by FLEXATI HOSE, or if no period is specified, within no later than 15 (fifteen) days.

9. PENALTY CLAUSE

9.1. In the event that the SUPPLIER fails to perform the supply of materials in the delivery dates and quantities specified in this Agreement and in the Purchase Order, and fails to deliver such materials free from any defects, FLEXATI HOSE shall be entitled to:

- a) Claim, for each order line experiencing delay, a penalty calculated separately as 1% (one percent) of the relevant order amount for each day of delay,
- b) Procure the undelivered materials from third parties with all price differences and other related costs to be borne by the SUPPLIER.

FLEXATI HOSE shall be free to exercise any or all of the above-mentioned rights at its sole discretion.

9.2. The SUPPLIER accepts, declares and undertakes to immediately and fully pay the penalty amounts stipulated under this Agreement, failing which such amounts shall be deducted from the SUPPLIER's receivables held with FLEXATI HOSE. FLEXATI HOSE's right of recourse against the SUPPLIER for any remaining balance is reserved. In addition to the penalty clause, FLEXATI HOSE reserves all rights of claim arising from law and the Agreement.

10. TERMINATION OF THE AGREEMENT

10.1. In the event the SUPPLIER breaches any of its obligations under this Agreement, FLEXATI HOSE shall serve a written notice to the SUPPLIER requesting that such breach be remedied within 7 (seven)

days. If the SUPPLIER fails to fulfil its obligations despite the written notice, FLEXATI HOSE may terminate the Agreement with immediate effect by serving written notice to the SUPPLIER. In case of termination in this manner, FLEXATI HOSE reserves the right to set off its losses from the SUPPLIER's rights and receivables held with FLEXATI HOSE. If such loss is not fully covered through set-off, the SUPPLIER shall be obliged to immediately and fully pay the loss amount claimed by FLEXATI HOSE without the need for any further notice.

10.2. In the event that the SUPPLIER, excluding mergers and acquisitions, dissolves or initiates any procedure leading to dissolution, becomes bankrupt or declares concordat, or falls into a similar situation due to any debt; or any change occurs in its shareholding or management structure without the prior written consent of FLEXATI HOSE; or the persons having full authority and responsibility in the management of the SUPPLIER change; or the SUPPLIER makes false or fraudulent receivable claims against FLEXATI HOSE, provides false or misleading information, declarations or reports, engages in actions contrary to the principle of good faith; or if any court or official authority renders decisions against the SUPPLIER that materially affect FLEXATI HOSE's business, operations, interests or reputation; or if the tax authorities issue a record, report, or publish a list stating that the SUPPLIER has issued and/or used false or misleading documents — in any such case, FLEXATI HOSE may terminate the Agreement with immediate effect by written notice without the need for any prior warning. FLEXATI HOSE's right to claim its losses from the SUPPLIER is reserved.

10.3. FLEXATI HOSE may terminate the Agreement unilaterally, without requiring any breach of the Agreement and without providing any reason, by giving 30 (thirty) days' prior written notice. In such case, the SUPPLIER accepts and undertakes in advance that it shall not claim any rights or compensation.

11. OTHER PROVISIONS

11.1. Amendments

Any amendment, addition or removal to this Agreement shall not be valid unless approved in writing by the FLEXATI HOSE SCM Manager.

11.2. Severability and Integrity of Provisions

The provisions of this Agreement are severable, and in the event that any provision is deemed invalid, cancelled, or otherwise becomes unenforceable, the validity of the remaining provisions shall not be affected. The Parties agree that any invalidated provision shall be replaced with a provision that would not be invalid due to unenforceability and that most closely reflects the economic intent of the invalidated provision.

11.3. Waiver

No waiver shall be valid unless it is made in writing and signed by the Party waiving its rights. The failure of either Party to require the performance of any term or condition of this Agreement, or the failure to exercise rights arising from a breach of this Agreement, shall not be interpreted as a waiver of such term or condition with respect to future breaches.

11.4. Assignment

The SUPPLIER may not, for any reason whatsoever, assign the work subject to this Agreement or its rights and obligations arising from the Agreement to any real or legal third person. Otherwise, FLEXATI HOSE reserves the right to terminate the Agreement and claim damages. FLEXATI HOSE may assign its rights and obligations arising from this Agreement to third parties.

11.5. Prohibition of Transfer of Receivables

The receivables under this Agreement may not be transferred or assigned by the SUPPLIER to third parties unless signed by the authorized persons whose signatures appear in the Parties' signature circulars.

11.6. Force Majeure

Events that arise beyond the control of the Parties, cannot be foreseen in advance, and prevent and/or delay the Parties' performance of their obligations shall be deemed force majeure (e.g., natural disasters such as earthquakes, floods, fires; government decisions preventing work or operations; strikes, lockouts, war and mobilization, pandemics, etc.). The Parties shall not be held liable for failure to fully or timely perform their obligations due to force majeure. If the force majeure event lasts longer than 30 (thirty) days, either Party shall have the right to terminate the Agreement immediately by written notice without the need for any prior warning.

11.7. Notification Addresses

Notifications to be made under this Agreement shall be sent to the legal notification addresses specified in Article 1 of the Agreement by notary, telegraph, registered mail with return receipt, or electronic mail. However, notices of default, termination, and recourse shall only be valid if sent by notary, telegraph, or registered mail with return receipt. The Parties accept that all enforcement actions and notifications made to these addresses shall be valid and lawful. If any change occurs in the Parties' address or contact information and it is not communicated to the other Party within 3 (three) business days, notifications sent to the former address and numbers shall be deemed valid.

11.8. Confidentiality

The Parties acknowledge and agree that this Agreement is confidential and undertake to make their best efforts to keep it confidential, not to disclose or provide it to third parties other than legally authorized authorities, and to use the information and documents obtained under this Agreement solely for the purposes stated herein. All information provided by FLEXATI HOSE to the SUPPLIER and all information obtained as a result of the services rendered are provided due to the mutual relationship between the Parties and constitute Confidential Information. The SUPPLIER is obliged not to disclose such information to any third party in any manner during the term of the Agreement and for 10 (ten) years following the termination of the Agreement for any reason, and to take all necessary measures to ensure that its employees also comply with this confidentiality obligation. Requests for Confidential Information by competent public authorities within the framework of applicable legal regulations constitute an exception to the confidentiality obligation. Upon FLEXATI HOSE's request, any documents and samples obtained under the Agreement shall be returned to FLEXATI HOSE, and all copies thereof shall be destroyed by the SUPPLIER.

11.9. Competent Court and Applicable Law

It is essential that disputes arising out of this Agreement be resolved between the Parties in a manner that does not harm the relationship between FLEXATİ Hose and the SUPPLIER. However, in disputes that cannot be resolved through mutual agreement, the Parties hereby accept in advance that the Courts and Enforcement Offices of Tekirdağ shall have exclusive jurisdiction. Turkish Law shall apply to the merits of the dispute. The place of arbitration is Tekirdağ, Türkiye. The language of arbitration is Turkish.

11.10. Evidence Agreement

The SUPPLIER accepts and undertakes that, in any dispute arising from the performance of this Agreement, the commercial books and records of FLEXATİ HOSE shall constitute valid, binding, and conclusive evidence.

12. Annexes

- Annex-1 Material technical and commercial information
- Annex-2 Signature circulars of the Parties
- Annex-3 Tax Certificate
- Annex-4 Trade Registry Gazette
- Annex-5 General Quality Agreement
- Annex-6 Supplier Code of Conduct Agreement
- Annex-7 Confidentiality Agreement

13. SIGNATURE

This Agreement, consisting of 13 (thirteen) articles, has been read and negotiated by the Parties and mutually agreed upon. It has been executed in 1 (one) original copy on .../.../20..., the original being delivered to FLEXATİ HOSE and a certified true copy being delivered to the SUPPLIER.

FLEXATİ Hortum ve Bağlantı Parçaları San. Tic. A.Ş.		Supplier	
Authorized Signatory:		Authorized Signatory:	
Title:		Title:	
Signature:		Signature:	