

In the event the articles, supplies, subcontractors and/or services covered by this Purchase Order.

This General Purchasing Agreement shall replace the written contract in the absence of a written AGREEMENT between the PARTIES. With the acceptance of the Purchase Order, the SELLER shall be deemed to have accepted all the terms and conditions of this Agreement

### 1. **DEFINITIONS**

In these conditions and under any resulting Contract, "Buyer" means the C Tech Bilişim Teknolojileri San. ve Tic. A.Ş. Company that places the order (acting where relevant through a business division). "Seller" means the person or entity with whom this Order isplaced. "Order" means these Terms and Conditions of Purchase, the purchase order or purchase contract and any additional Buyer generated documents submitted as part of the Order or referenced therein. "Goods" means all deliverable goods, items, products, tools, materials or service or other deliverables described in this Order.

### 2. PRICE

This is a firm price order. Unless otherwise expressly specified, the prices are stated inPurchase Order. Seller shall not be bound to any prices or delivery to which it has not specifically agreed to in writing.

### 3. COUNTERFEIT GOODS

Seller shall not furnish Counterfeit Goods to Buyer. All Goods provided by the Seller, including any Goods or components thereof, provided by the Seller's subcontractors, must be original and in full compliance with all of the Buyer's contract requirements, specifications, certifications, and any supporting date representing contract performance. The seller warrants that it has purchased components or materials to be incorporated into the Goods and delivered to Buyer that are purchased directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain and that components and materials have not been acquired from independent distributors or brokers unless approved in advance in writing by Buyer. Seller shall require suppliers and subcontractors to provide all date necessary to comply with this obligation and the Seller shall validate all such data, making it available to Buyer upon request. The Seller will ensure that none of the Goods are counterfeit, inaccurately marked, or in any manner misrepresented. The seller shall have in place on operable counterfeit control process for the goods consistent with these provisions and reasonable commercial terms, to include AS5553A (quality standard), and the Buyer shall have the right to audit inspect and/or approve the process at any time before or after delivery of the Goods. If any of the Goods delivered or to be delivered under this Order are discovered to be or suspected to be a counterfeit Goods, the Buyer shall have the right to impound the Goods for further investigation.

Such investigation may include the participation of third parties or governmental



investigative agencies as required by law or regulations or by the Buyer's customer, or by the Buyer, in its sole discretion. The Seller shall cooperate in good faith with any investigation conducted by the Buyer, including, but not limited to, cooperation by the Seller with respect to the disclosure of all design, development, manufacturing and traceability records in respect of the Good. Upon the Buyer's request, the Seller shall provide the Buyer certificates of conformance as required hereunder for the Goods. Thebuyer shall not be liable for payment to the Seller for any suspected counterfeit Goods under investigation.

### 4. QUALITY SYSTEM

Seller shall establish and maintain a quality control system acceptable to Buyer in accordance with the Quality terms as specified in this Order. Seller shall permit to Buyerand Buyer's customer access to Seller's facility (including those facilities of Seller's subcontractors) to permit Buyer's review of all procedures, practices, processes and related documents to determine such acceptability. Seller's quality system shall be designed and proven to eliminate rejects and strive toward a goal of zero defect. The quality system shall include process controls that will provide for inspection and verification of all critical parameters or operations on a regular or continuing basis throughout the manufacturing process. Seller agrees to maintain a minimum of ten (10) years of quality records such a material specifications, heat lot number, and final acceptance records.

### 5. QUALITY

Seller warrants that the goods will comply with all applicable descriptions and specifications and be free from all defects in design, materials and workmanship. No variation from the requirements of the Order shall be permitted without the Buyer's prior written authorization. Buyer shall have the right to inspect and test any Goods before Acceptance if such inspection and test are made within a reasonable time or as provided in the specifications. Buyer many reject any and all Goods which are not conforming to the specifications, drawings, samples or descriptions. Seller shall pay the cost of inspecting and testing of all Goods rejected andall return transportation charges. Any rejected Goods held by Buyer pending Seller's disposition will be at the Seller's risk Upon request of Buyer, Seller, (at its sole expense), shall repair, or replace all or any part of any Goods covered by this Order which proves, within two (2) year from the date it is placed in operation.

### 6. INSPECTION AND REJECTION

Notwithstanding payment, passage of title, or prior inspection or test, all goods are subject to final inspection and acceptance or rejection by Buyer at Buyer's facility and goods shall not be deemed accepted until actually so inspected. Buyer may inspect all ora sample of all goods at Buyer's option, and Buyer shall have the right to reject all or anyportion of the goods if any such inspection reveals them to be, in Buyer's sole opinion, defective or nonconforming. Seller shall reimburse Buyer for any losses or damages incurred including, but not limited to shipping costs, in connection with such rejection.

Seller shall provide and maintain a test and inspection system acceptable to Buyer andits direct and indirect customers. Records of all inspection work by seller shall be kept complete and available to Buyer and its direct and indirect customers during the



performance these Terms of Purchase and for five years after final payment by Buyer or for such longer period as may be specified elsewhere in these terms of Purchase or as may be required by applicable law or regulation. Buyer may inspect its property delivered to Seller and Seller's records relating to the goods and services furnished under these Terms of Purchase. Seller shall not replace goods returned as defective unless so directed by Buyer in writing. Seller shall keep adequate records of hours of direct labor and all costs incurred in the performance of these Terms of Purchase, which records shall be subject to audit by Buyer. All rejected materials will be held or returned at Seller's risk and expense. Without limiting Buyer's other remedies, all goods and services found nonconforming or defective as to material, workmanship, manufacture, or otherwise will immediately be repaired, corrected or replaced by Seller without expense to Buyer or, at the option of Buyer. Seller will refund the price of all such nonconforming or defective goods and services, such nonconforming or defective goods and services may be retained by Buyer subject to an equitable adjustment to price determined by Buyer. Buyer may have such nonconforming or defective goods and services repaired, corrected or replaced at Seller's expense, or the Order may be terminated in whole or in part of Seller's defect. If Buyer, in its sole discretion elects, Buyer may repair defective material delivered by Seller if Buyer's delivery schedule requires such action and charge the cost thereof to Seller. Seller shall also be responsible for all cost relating to such defect or noncompliance, including, but not limited to, cost of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit Buyer will not be required to return defective materials prior to replacement and Seller agrees to accept the report of Buyer and/or any government authority in respect to such defective items. Rejected items shall not be resubmitted for acceptance without a concurrent notice of the prior rejection.

### 7. CORRECTIVE ACTION

Acceptance of this Purchase Order obligates the supplier to perform, upon request, acorrective action.

Investigation when discrepant material is received by Buyer, a written report shall be furnished, within a reasonable time period, which specific and conclusive to prevent reoccurrence of the discrepancy.

### 8. PACKING AND SHIPPING

All goods shall be suitably packed, marked conspicuously with Buyer's order number, and shipped in accordance with shipping instructions specified in these Terms of Purchase or elsewhere by Buyer, from time to time, and otherwise in such a manner as to obtain the lowest transportation cost without jeopardizing the time of delivery. Goods shall be packaged as directed by Buyer and otherwise accordance with good commercial practices in a manner sufficient to ensure arrival in undamaged condition. No change shall be made to Buyer for packaging, transportation or insurance unless separately itemized on the Order. Immediately upon shipment, Sheller shall notify Buyer of complete shipping information. Title and risk of loss to goods covered by these Termsof Purchase shall pass to Buyer upon receipt by Buyer at Buyer's facility unless otherwise provided under these Terms of Purchase. Sheller shall, at its expense, ship byexpress mail or air shipment or by the most expeditious way if timely delivery is endangered for any reason, other than solely the Buyer's fault. Seller shall deliver the



goods and perform the services, in the quantities and within the time provided in these Terms of Purchase. Goods received in advance of Buyer's delivery schedule may, at Buyer's option be returned at Seller's expense or be retained, in which case payment shall become due at the same time as if the goods had been delivered on the scheduleddate. Buyer may reject all or any portion of any delivery that varies from the quantity authorized by Buyer for shipment.

### 9. INSURANCE

Seller shall maintain insurance to protect Buyer on primary and non-contributory basis from all insurable Claims arising from the acts or omissions of Seller from at least AM Best rated A-VII insurance companies. Seller's insurance policies shall name all of the Buyer Parties as additional insureds to the broadest extent available. Seller's obligationsunder this provision shall not extend to property damage or personal injury caused solelyby the gross negligence or willful misconduct of the Buyer parties. In addition to and not in substitution for the foregoing provisions, Seller waives all rights of recovery against theBuyer Parties and their insurance carriers for all Claims which are insured against by Seller or covered by any insurance benefitting Seller or which was required to be so insured or covered by Seller as herein provided Buyer's examination of, or failure to request or demand any evidence of insurance hereunder, shall not constitute a waiver ofany requirement and the existence of any insurance shall not limit Seller's obligation under any provision hereof.

#### **10. DELIVERY**

Deliveries shall be strictly in accordance with the schedules set out referred to in this agreement and in the exact quantities ordered. Time is of the essence. Whenever it appears Seller will not meet its delivery schedule, Seller Shall, upon request of CTech and in addition to any other rights or remedies provided to CTech, ship via expedited routing with the difference between the expedited routing and order routing costs to be borne by Seller. The right is reserved also to cancel this Purchase Order if not filled within the time and accordance with the terms of this Agreement. However, Sheller shallnot be liable for delays in delivery due to causes not reasonably foreseeable which are beyond its reasonable control, such as acts of God, governmental acts or war or riot

(Force Majeure). In the event of any such unforeseeable delay beyond the Seller's control, Seller shall notify CTech of the causes and the status of resolution of the Force Majeure situation and if the For Majeure situation lasts for more than ten (10) business days, the parties will meet (even if via telephone) to ascertain going forward plans and remediation efforts to resolve impact to CTech . Ctech reserves the right to return any product that is delivered earlier than thirty (30) days of the Purchase Order delivery date. Any early deliveries that CTech returns to Seller will be paid for by Seller.

### **11. CERTIFICATION**

A Certificate of Conformance (C of C) shall be created for each delivery against a purchase order and shall include inspection reports and certification requited to satisfy allquality assurance provisions.

### **12. COUNTRY OF ORIGIN**



Seller agrees that no Goods or services provided against this Order, have been imported, directly or indirectly from countries currently identified on the Office of Foreign Asset Control (OFAC) Sanctions lists which can be found at <a href="http://www.treas.gov/ofas/">http://www.treas.gov/ofas/</a> Seller agrees that any Goods supplied hereunder which are of foreign origin and imported into the Turkish Republic, shall be marked by Buyer, in a conspicuous place aslegible, indelibly, and permanently as the nature of the Goods will permit. Such marking will indicate the English name of the Country of Origin of the Goods at the time of importation in the customs territory of the Turkish Republic. Containers of articles accepted from marking of the individual Goods shall be marked with the name of the Country of Origin of the Goods unless the container is also exempt from marking.

### **13. INVOICES AND PAYMENT**

Unless otherwise provided in this Agreement, no invoices shall be issued nor payments made prior to delivery. Individual invoices must be issued for each shipment under this order. Discount invoices will be payable based on applicable discount, period computed from the date of delivery of the Goods ordered or the date of the receipt of the correct invoice, whichever is later. Applicable freight, taxes, or duties shall be shown on invoicesas separate items. No sales or use tax shall be added to any invoice for parts used in themanufacturing process without Ctech's approval. If Seller is to invoice Ctech or freight charges, a copy of the prepaid freight bill must accompany the invoice before payment can be made. Unless freight and/or other charges are itemized, any discount will be taken on the full amount of invoices. All payments are subject to adjustment for shortage or rejection.

### **14. ACCOUNTING**

For five (5) years from the date(s) of delivery of Goods hereunder, Sheller shall maintainbooks and records as are necessary to verify billings to Ctech. Such records shall be made available, as mutually agreed, at Seller's facilities for audit and inspection by Ctech. Any such audit shall be at CTech's expense and conducted during Seller's normal working hours.

#### **15. INSPECTION**

The Goods are subject to final inspection and acceptance by CTech at destination notwithstanding any prior payment or inspection at source. Acceptance of Goods byCTech shall not be deemed to alter of affect the obligations of Seller or the right of CTech under any provision of this Agreement.

#### **16. WARRANTY**

Seller warrants that all Goods furnished under this Order will be new and unused be of satisfactory and merchantable quality be fit for their purpose be free from defects in material and workmanship conform to applicable specifications, samples, drawings and descriptions or other requirements, and if of Seller's design, will be free from design defect and be free from any materials that are or may be hazardous or harmful to any organism or require special handling or treatment, except as specifically agreed to by Buyer. Buyer may reject Goods which do not conform to these warranties. Goods at Seller's risk and expense or return them to Seller's facility at Seller's expense. The failure of Buyer in any one or more instances to insist on performance of any of the



provisions of his Order shall in no way be construed to be a waiver of such provisions in the future. The Seller shall, at its own cost immediately and without prejudice to any other right of Buyer, at Buyer's discretion, replace or repair any defective Goods for a period of 1 month from date of acceptance or as mutually agreed between the parties and documented writing. If action to remedy such defect or damage is not taken by Seller quickly and the defect or damage is not remedied within a reasonable time, Buyermay proceed to replace or repair the goods at Seller's risk and expense. The Seller warrants that the title to the Goods conveyed to Buyer shall be good and that such title shall be conveyed to Buyer free and clear of all security interests, liens, or other encumbrances. All warranties shall apply to Buyer and Buyer's customers.

### **17. CHANGES; STOP WORK ORDERS**

Buyer may at any time, by a written change order, without notice to any sureties, make change in any one or more of the following goods, drawings, designs, specifications, where the articles to be furnished are to be specially manufactured for the Buyer in accordance therewith, method of shipment or packing, place or time of inspection, delivery, or acceptance, and the amount and types of Buyer's property. If any such change causes an increase or decrease in the cost of, or time required for, performanceof these Terms of Purchase an equitable adjustment shall be made in the price or delivery schedule or both and these Terms of Purchase shall be modified accordingly.

No claim by Seller for adjustment hereunder shall be allowed unless made in writing fora specified amount within ten (10) days from the date such change order is received bySeller. If Seller considers that the conduct, statement or direction of any of Buyer's employees constitutes a change hereunder, Seller shall notify Buyer's employees constitutes a change hereunder, Seller shall notify Buyer's contract administrator and take no action the perceived change pending written approval of Buyer's contact administrator. Only Buyer's contract administrator has authority to approve a change.

Any change made by Seller without such written approval shall be deemed voluntary by Seller and not compensable in the cost of or time required for performance and nothing in his clause shall excuse Seller from proceeding with performance of these Terms of Purchase as contemplated by the Purchase Order prior to the change. Notwithstanding the above or any other provision of these Terms of Purchase, the Seller hereby agrees that no changes to the goods or services provided under these Terms of Purchase that may be required in order to meet the specified performance requirements of these Terms of Purchase shall entitle the Seller to any adjustment in either price or delivery. Buyer may at any time by sending a stop work order to the Seller, which requires the Seller to stop all or any part of its work under these Terms of Purchase for a period of upto 90 days after receive the Purchase Order. Immediately upon receipt of such stop workorder, Seller shall comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work stoppage. At any time during such period. Buyer may, in whole or in part, either cancel such stop work order or terminate the work. To the extent the stop work order is canceled or expires, Seller shall resume work. If a stop work order is the sole and exclusive cause of a material change in cost or delivery, an equitable adjustment shall be made in the price (excluding profit) or the delivery schedule, and the Order is modified accordingly provided, however, that no adjustment in price or delivery shall be made under this provision if the work would have been otherwise interrupted or delayed, or such adjustment is available or expressly excluded under any other provision of these terms of Purchase. No claim for adjustment shall be



allowed unless submitted to Buyer in writing a specified amount within ten (10) days after the work is terminated or the stop work order expires or is canceled, whichever first occurs.

#### **18. ASSIGNMENT**

Seller may not assign, transfer or subcontract this Purchase Order or any right orobligation hereunder without Buyer's written consent.

#### **19. CONFIDENTIAL RELATIONSHIP**

Except as required by law, Seller shall treat as confidential and proprietary to Buyer andnot directly or indirectly disclose (or permit its employees, agents, subcontractors or suppliers to disclose) any and all information supplied by or on behalf of Buyer which Buyer deems to be confidential, valuable or proprietary or which Seller should reasonably believe to be confidential, valuable or proprietary to Buyer, including, but notlimited to, the prices and terms hereof. Unless the written consent of Buyer shall first beobtained and except as required by law, Seller shall not in any manner advertise or publish or release for publication any statement mentioning Buyer or the fact that Seller shall have furnished or contracted to furnish to Buyer goods and services or quote the opinion of any employee of Buyer.

#### **20. SEVERABILITY**

If any parts of these Terms of Purchase shall be held invalid illegal and/or unenforceable, it shall be deemed separable and the remainder these Terms of Purchase shall continue in full force and effect, and in lieu of such invalid, illegal and/or unenforceable provision there shall automatically be added as part of these Terms of Purchase a provision as similar in terms to such invalid, illegal and/or unenforceable provision as may be possible which is valid, legal and enforceable. If Buyer deems thatany provision automatically added to these Terms of Purchase pursuant to the immediately aforementioned sentence adversely affects it, Buyer may cancel, amend, and/or waive all, or any part, of these Terms of Purchase.

#### **21. ENTIRE AGREEMENT**

This Order, including all change orders, attachments, exhibits, supplements, specifications, schedules and including incorporation of referenced customer flow down and Turkish Government contractual requirements constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, representations or warranties affecting it. This Order supersedes any and all prior agreements, understanding, and communications between the Buyer and Seller related to the subject matter of this Order. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explainor supplement any of the terms of this Order.

### 22. SAFETY AND ENVIRONMENTAL REGULATION

Seller agrees that any work performed and all Goods provided under this Order shallcomply in all respects with applicable environmental, health and safety laws and



regulations. Accordingly, Seller shall indemnify and hold harmless the Buyer from and against all damages costs, losses, charges, expenses or liabilities whatsoever, causedby, or arising out of, any breach by the Seller of such laws or regulations.

### 23. ANTI-CORRUPTION

The Seller warrants that it has not (a) offered, given or agreed to give or receive, and/or requested or accepted any financial or other advantage of any kid as an inducement or reward for doing or not doing any improper act or for the improper performance of any function associated with the Order or the Goods or acted in any way which would constitute an offence by the Seller or would cause the Buyer to commit an offence underany anti-bribery legislation or utilized child labor.

### **24. EMPLOYEE AWARENESESS**

C Tech Bilişim Teknolojileri San. ve Tic. A.Ş. requires it suppliers to promote a culture of employee awareness of their contribution to product and service quality, their contribution to product safety, andthe importance of ethical behavior.

#### **25. BUYER AUDIT RIGHTS**

Seller agrees to maintain its books, records, documents, computerized records, projections and other supporting date in accordance with generally accepted accountingprinciples and practices which properly reflect all direct and indirect elements of cost of whatever nature whether incurred or anticipated to be incurred for the performance of any work hereunder or anticipated work hereunder for same or similar Goods and documents. Seller agrees to make such Documents available for inspection, audit reproduction and retention by any authorized representative of Buyer or at Buyer's option, the Government department or agency having jurisdiction.

#### **26. TERMINATION FOR DEFAULT**

Buyer may forthwith terminate this Purchase Order in whole or in part for default if the Seller fails to perform any condition or requirement of this Order and if capable of remedy, fails to remedy such breach within fifteen (15) days of written notice by Buyer or in the event of Seller's bankruptcy, suspension of business, insolvency, appointment of areceiver for Seller's property of business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors. Upon such termination, Buyer shall pay the Order price for any completed Goods that have been accepted by Buyer. Seller shall transfer title and deliver to Buyer any completed Goods, partially completed Goods and materials, parts, tools dies, jigs, fixture, plans, drawings, information and contract rights (collectively "Manufacturing Materials") that Seller has specifically produced or acquired for the cancelled portion of the Order. Seller shall also protect property in its possession in which Buyer may have an interest. Buyer shall have the right to use, without charge, any technical information and intellectual property rights of Seller or its subcontractors necessary for Buyer to continue the provisioning of the Goods. The Sellershall reimburse Buyer for any claims and excess procurement cost incurred by Buyer as a result of the Seller's default, and the Buyer shall be entitled to set off any such claims and costs against amounts owed to the Seller. The Seller shall provide to Buyer, or Buyer's nominee, without charge, any assistance as the Buyer may require to ensure thesuccessful transfer or provisioning of the Goods to another provider.



### **27. TERMINATION FOR CONVENIENCE**

Buyer may terminate this Order, in whole or in part, at any time for its convenience by providing notice to Seller in writing. On receipt of such notice, Seller shall immediately stop all work and shall immediately cause all of its suppliers and subcontractors to stopwork and take any action necessary to protect property in Seller's possession in which Buyer has or may acquire an interest. Seller shall continue all work not terminated.

Within fifteen (15) days of receipt by Seller of such notice, Seller may submit to Buyer a claim reflecting the work performed prior to the effective date of termination. Delivered and accepted or services completed under this Order, and not theretofore paid for prior to the effective date of termination and any sums which, consistent with applicable lead times, have necessarily and reasonably been paid by the Seller to its suppliers or subcontractors in support of the Order requirements, excluding any and all cost of Goodswhich either can be diverted to other Orders of Seller or retained by Seller for his own use for future Orders. The total settlement shall not exceed the Order price and if it appears the Seller would have sustained a loss on the entire contract, had it been completed, an appropriate adjustment shall be made reducing the amount of the claim to reflect the indicated percentage of loss. Seller shall promptly reimburse Buyer for any overpayment by Buyer to Seller as the result of a termination. Seller agrees that its failure to submit a claim within the time period set forth herein shall constitute a waiver thereof unless buyer grants seller an extension thereof in writing.

### **28. LIMITATION OF LIABILITY**

In no event will Buyer be liable to Seller in tort or in contract for any incidental, special, indirect or consequential damages. Incidental, special, indirect or consequential damages are defined as any claim, expense, damages or loss incurred or suffered, any loss of production, loss of profit (direct or indirect), loss of revenue, loss of contract, lossof anticipated savings, loss or destruction of data, punitive, special or incidental damageor loss of goodwill.

### **29. PROPRIETARY INFORMATION**

Unless otherwise expressly provided in this Order, all drawings, blueprints, dies patterns, tools, printing plates, and other items used in connection with the manufacture of the Goods, which are prepared or constructed by Seller in fulfilling this Order, or which are provided by Buyer for the specific use by Seller against this Order, shall be the property of the Buyer, and shall be held in confidence by Seller. All such property shall be identified and marked appropriately as Buyer's proprietary property, shall only be used by Seller for this Order. Seller shall not reproduce, use or disclose any of Buyer's proprietary property except as necessary in the performance of this Order or as otherwise agreed in writing by Buyer. Buyer shall be considered the person for whom the work was prepared for the purpose of authorship in any copy-right able work created by Seller pursuant to this Order. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the Goods shall be deemed to have



been disclosed by Seller as part of the consideration paid by Buyer against this Order, and Seller shall not assert any claim against Buyer by reason of Buyer's use or disclosure thereof.

### **30. INTELLECTUAL PROPERTY INFRINGEMENT**

Seller warrants and represents that the Goods sold and services provided by Seller do not and shall not infringe any third party intellectual property right(s) which may include but are not limited to right in patent copyright, trademark or trade secret. In the event thatBuyer is notified of a claim of infringement or is otherwise prevented or enjoined from using any of the Goods delivered, for any reason, Seller shall indemnify, defend (at Buyer's option), and hold harmless Buyer and Buyer's customer(s) against all damages, cost, losses, changes or expenses, and attorney's fees incurred as a result of such infringement or alleged infringement and the Seller shall conduct any legal proceedings which may be necessary to protect the Buyer at the Seller's risk and expense and Seller shall, at its option, shall promptly either secure termination of the injunction and procure for Buyer the right to use such Goods without any obligation or liability replace said Goods with non-infringing Goods or modify same to become non-infringing, all at Seller's sexpense and to Buyer's satisfaction or remove said Goods at Seller's expense and refund to Buyer the amount paid to Seller.

### **31. SETTLEMENT OF DISPUTES**

Possible disputes arising from the Order Order will first be tried to be resolved through negotiations between the parties. In all disputes that cannot be resolved through negotiations, T.C. Laws will be applied and Istanbul Anatolian Courts and Enforcement Offices will be authorized to deal with disputes. The SELLER will continue to perform its obligations under the Purchase Order and this agreement until the dispute is resolved.

### **32. DURATION**

Purchasing and general agreement terms will enter into force from the moment they are signed; in force for a period of 5 years will remain. Prepared in two original copies.

CTECH

Stamp/Signature

SELLER

Stamp/Signature

Date

Date

Annexes: SELLER signature circular and trade registry newspaper sample.