
KARL MAYER Turkey Tekstil Makineleri Servis ve Ticaret A.Ş.

GENERAL TERMS AND CONDITIONS FOR SERVICES

Status: April 2024

1. Scope

- 1.1 These general terms and conditions for services (the **"Service GTC"**) to be provided by KARL MAYER Turkey Tekstil Makineleri Servis ve Ticaret A.Ş., a Turkish company whose registered address is at Alaaddinbey Mah, İzmir Yolu Cad. Savana Life No: 327F İç Kapı No: 1 Nilüfer/Bursa registered with the Bursa Trade Registry under registration number 124685, (hereinafter referred to as **"KARL MAYER"** or **"We"** for short) with regards to all installation, repair, maintenance, inspection and other services specified in Clause 3 (the **"Services"**) to its respective customer (**"Customer"**). The Customer and we are hereinafter also referred to as the **"Parties"** and individually as a **"Party"**.
- 1.2 Terms and conditions of the Customer that deviate from or supplement these Service GTC will not be recognized unless KARL MAYER has expressly agreed to their validity in writing. The Service GTC also apply if KARL MAYER carries out the performance without reservation in the knowledge of conflicting or supplementary conditions of the Customer. Within the framework of ongoing business relationships, these Service GTC will also apply to future transactions. These Service GTC also apply if no express reference is made to them.
- 1.3 Individual agreements made with KARL MAYER in individual cases (including ancillary agreements, supplements and amendments) shall take precedence over these Service GTC. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.
- 1.4 These Service GTC only apply to merchants within the scope of Article 12 of the Turkish Commercial Code numbered 6102 (the **"TCC"**), public and private legal entities and special funds under public law. For the avoidance of doubt, these GTC shall not apply to private individuals other than merchants.

2. Offers, conclusion of contract and declarations

- 2.1 KARL MAYER's offers are subject to change without notice and are non-binding, unless expressly stipulated otherwise.

- 2.2 All agreements made between KARL MAYER and the Customer upon conclusion of the contract are set out in full in writing in the service contract which is subject to these Service GTC, including these Service GTC. The employees of KARL MAYER are not authorized to make verbal promises that deviate from or go beyond the written contractual agreement. New and/or additional services must be agreed by Parties in writing and documented the respective service contract.
- 2.3 Notices and notifications including one-sided declarations to be made under the respective service contract shall be made in writing to the addresses of the Parties specified therein, by hand delivery against signature or by registered mail with return receipt requested or through a notary public. Article 18/3 of the Turkish Commercial Code no. 6102 is reserved. In case of any change of address during the term of the respective service contract, the Parties shall notify the other Party in writing of their new address within 7 (seven) days. Otherwise, notices and notifications made to the address of the Parties in the respective service contract shall be deemed to have been duly made.

3. Scope of Services; Handling of Machine Data

- 3.1 KARL MAYER provides the Services to the extent agreed in the respective service contract (order confirmation) on the machines and/or machine parts that are referred therein. The Services include, unless otherwise agreed in the service contract, the following categories of service:
 - installation and commissioning of new machines;
 - the inspection, maintenance, retrofitting and / or rebuilding of machines or related parts;
 - rectification of malfunctions of machinery through remote service subject to proper technical set-up and infrastructure to be provided by the Customer;
 - as far as necessary, the repair or replacement of complete machine units on premise by technicians of KARL MAYER or service providers.
- 3.2 Unless otherwise agreed in the respective service contract, the agreed price does not include:

- Preparatory works, such as e.g. electrical and mechanical connections;
 - Disposal of old parts, waste and operating materials;
 - Parts in contact with yarn/textiles (e.g. all knitting elements, yarn guides, yarn tension bars, roller covers) and parts worn out due to wear and tear (e.g. bellows, belts, sliders, cooling/heating system);
 - Provision of media, such as electricity, water, compressed air etc.;
 - Expenses incurred for travel to and return from the Customer's site where Services are provided at and travel expenses.
- 3.3 In order to perform the Services according to Sections 3.1 and 3.2 and/or to improve and develop the products and the service offer, KARL MAYER is entitled to process the (non-personal) machine data, provided that the Customer grants KARL MAYER access. The details are of the processing of such machine data are subject to separate agreement in connection with KARL MAYER or another entity of the **"KARL MAYER Group"** (being defined as all legal entities either directly or indirectly through one or more intermediates controlled by KARL MAYER Holding SE & Co. KG, Industrie-straße 1, 63179 Obertshausen, Germany (**"Affiliate"**)).
- 3.4 According to the Service type selected in the respective service contract, the following service hours of KARL MAYER apply unless otherwise agreed in the respective service contract:
Services are usually provided by appointment within KARL MAYER's regular business hours (Monday–Friday: 09:00–18:00 local time).
- 4. Performance deadlines and delay; Force Majeure; Scope of Services**
- 4.1 Statements made by KARL MAYER regarding the duration of the Service are non-binding unless explicitly stated otherwise therein, as such statements are based on estimations and experience. The Customer can only require the agreement on a binding deadline, which must be made in writing and expressly be designated as binding, once the scope of the Services to be carried out has been determined conclusively by the Parties.
- 4.2 The circumstances that develop beyond the control of KARL MAYER and prevent and/or delay KARL MAYER from providing the Services (**"Force Majeure"**), including but not limited to strikes, operational disruptions, lawful lockouts, political measures or official orders, embargoes, governmental decisions and actions, customs duties, worldwide transport problems, shortages of raw materials or primary materials or suppliers, the effects of international, regional or local pandemics or epidemics, fire, flood, severe weather, natural disasters, war, sabotage, and actions and any similar circumstances that qualify as Force Majeure events. In case of an international, a regional or local pandemic or epidemic, this also applies if this had already occurred at the time the contract was concluded, provided that KARL MAYER was not aware of its effects on the contract and could not have foreseen them as probable. This also applies if these circumstances occur at our subcontractors or their upstream sub-contractors.
- 4.3 KARL MAYER undertakes to inform the Customer immediately of the occurrence and expected duration of such events. The time for the provisions of the Services shall be extended by the duration of the hindrance plus a reasonable start-up phase. If the impediment is permanent or, in the case of a temporary impediment, if it is no longer reasonable for one of the Parties to adhere to the contract due to the duration of the impediment, each of the Parties shall be entitled to withdraw from the contract, but the Customer shall only be entitled to do so after prior written (email suffices) notice within a reasonable period. As a rule, an unreasonable duration is to be assumed in the event of an impediment of more than three (3) months. KARL MAYER will immediately reimburse the Customer for any consideration already paid in the event of withdrawal.
- 4.4 If KARL MAYER has submitted a cost estimate prior to the performance of the Services, the scope of the contract is limited to the Services and materials detailed therein. If, during the performance of the agreed Services, it is established that additional Service and/or materials are required for the performance of the Services, KARL MAYER is only obliged to continue with the performance of the Services, if the Customer expressly orders the additional Service including an extension of the initially agreed performance deadline. If during the performance of the agreed Services it turns out that the execution it is not feasible due to factual and / or legal reasons, e.g. because:
- the alleged fault has not reappeared during the inspection,
 - spare parts required for the performance of the work can no longer be procured or
 - the contract was terminated during the performance of the Services
- KARL MAYER is only obliged to restore the machine or machine component to its original condition upon prior express request of the Customer and against reimbursement of the costs.
- 4.5. KARL MAYER shall not be liable for any delay or any other failure to provide the additional services or any other failure or delay to perform its obligations under the respective service agreement to the extent such failure or delay was caused by the act or omission of the Customer (including instructions given from time to time by the respective Customer).
- 5. Cooperation of the Customer**
- 5.1 In the event that Services are not carried out at KARL MAYER's premises, the Customer must, upon request, support KARL MAYER with personnel and technical assistance. The technical assistance provided by the Customer must be rendered in such a way that the Services can be started immediately after the arrival of KARL MAYER's or KARL MAYER's subcontractor's personnel and can be carried out without delay until Acceptance of the Services by the Customer. Insofar as plans and/or instructions from the Customer are required for the proper fulfillment of the Services, the Customer shall provide such information to KARL MAYER in good time and free of charge. KARL MAYER assumes no liability for the internal or external staff of the Customer.
- 5.2 The Customer shall at its own cost and expense support KARL MAYER in particular by complying with the following obligations of cooperation:
- a) provision of necessary technical staff, lifting and transport tools;
 - b) execution of construction, bedding and scaffolding work, including procurement of the necessary components;
 - c) provision of heating, lighting, water and electricity, including the necessary connections;
 - d) provision of dry, lockable rooms for the storage of the tools as required by KARL MAYER;

- e) provision of suitable recreation rooms and workspaces (incl. washing facilities, sanitary facilities) for KARL MAYER's or its sub-contractors' personnel;
 - f) provision of all material and actions necessary for adjustment and test run;
 - g) provision of a working and stable Internet connection;
 - h) provision of an insurance covering the object of work against, in particular, risk of fire, burst water pipes, storm, damage to machinery.
- 5.3 If the Customer does not comply with its obligations to cooperate, KARL MAYER is entitled, but not obliged, after setting a reasonable deadline to no avail, to carry out the Customer's obligations by itself or by a third party at Customer's expense.
- 5.4 If the Customer gets the work carried out at its discretion in spite of the claims and objections of KARL MAYER, KARL MAYER shall not be liable for any deficiency, defect, non-quality, and similar negative cases that arise as an ordinary result of this resolution.
- 6. Prices and terms of payment**
- 6.1 Unless otherwise agreed, the Customer is obliged to prepayment. Each Service fee is subject to the respective service contract. Prices are understood as net amount plus VAT, which is shown separately in the invoice, if applicable. Price indications given by KARL MAYER prior to performance of the Services are non-binding. If the Customer requests a binding cost estimate, KARL MAYER is entitled to charge the costs for the cost estimate separately to the Customer, which will be credited to the price payable by the Customer in the event of a subsequent service contract.
- 6.2 We are entitled to invoice our Services electronically. The Customer agrees to receive invoices, credit notes and, if applicable, payment requests by e-mail in pdf format and shall therefore provide us with a valid e-mail address to ensure proper receipt of these electronically sent documents. Services are invoiced on an hourly basis unless a fixed price has been expressly agreed between Parties in the respective service contract.
- 6.3 Payment of any invoices will be due and payable thirty (30) days from the date of the relevant invoice. The Customer shall raise objections to invoices within eight (8) calendar days as of receipt at the latest; otherwise, the relevant invoice is deemed to be approved.
- 6.4 The Customer shall only have a right of retention if it is based on a counterclaim from the same contractual relationship which is undisputed, ready for a decision or established by a final court decision. Offsetting by the Customer is excluded insofar as the Customer's counterclaim is not legally established, ready for decision or undisputed.
- 6.5 In the event of Customer's default in payment, KARL MAYER is entitled to retain the performance of outstanding Services and to make the performance of the remaining Services dependent on prepayment of all outstanding amounts by the Customer and, in general, to perform Services only against advance payment or provision of an adequate security by the Customer. In addition, KARL MAYER is not obliged to take any further measures to ensure compliance with outstanding performance dates and quantities (e.g. purchasing, production preparation, etc.). If the Customer does not comply with KARL MAYER's request for advance payment or provision of adequate security within a reasonable period of time, KARL MAYER is entitled to withdraw from the contract in whole or in part.
- 6.6 If, after the conclusion of the contract subject to these Service GTC, KARL MAYER becomes aware of circumstances that are likely to significantly reduce the creditworthiness of the Customer and as a result of which the payment of the outstanding claims of KARL MAYER by the Customer from the respective contractual relationship is at risk, KARL MAYER is entitled to withhold its performance until the Customer has fully paid. After setting a corresponding deadline for concurrent performance or provision of security, KARL MAYER can also withdraw from the contract and demand compensation for damages.
- 6.7 If, from the time of the conclusion of the contract subject to these Service GTC until the time of the performance of the Service, the costs have increased by more than 5% due to a change in the market price for raw materials or the costs for purchased parts or due to increased personnel costs or an increase in the fees charged by third parties involved in the performance of the Service, KARL MAYER is entitled to demand a correspondingly higher price. If such increased price is 20% or more above the agreed price, the Customer has the right to withdraw from the contract. This right must be asserted within the same day of KARL MAYER's increased price notification. KARL MAYER will also take this into account in the price in the event of a reduction in the aforementioned costs by more than 5%.
- 7. Retention of title and lien on repaired objects**
- 7.1 The accessories, spare parts, replacement and retrofit units used for the performance of the Services (the "Goods") remain our property ("**Retention of Title**") until all our claims from the business relationship have been settled in full. This means that KARL MAYER retains ownership of the Goods until all payments arising from the business relationship with the Customer have been received. If there is a current account relationship between the Customer and KARL MAYER, the Retention of Title also refers to the respective recognised or causal balance.
- 7.2 The Customer shall treat the reserved Goods with care and is obliged to insure them at his own expense against fire, water and theft. In the event of seizures or other interventions by third parties, the Customer must notify KARL MAYER in writing without delay. Insofar as the third party is not in a position to reimburse KARL MAYER for the judicial and extrajudicial costs incurred to avert the intervention, the Customer will be liable for the loss incurred by KARL MAYER.
- 7.3 If the reserved Goods supplied by KARL MAYER are combined with other items or are inseparably mixed or blended and if one of the other items is to be regarded as the main item, the Customer will transfer to KARL MAYER the co-ownership of the uniform item or of the total quantity on a pro rata basis in the ratio of the invoice value of the Services for which the reserved Goods are provided to the invoice value of the other mixed or blended items.
- 7.4 If the Retention Of Title is not effective under the law in whose area the Goods are located, the security corresponding to the Retention Of Title or the assignment in that area shall be deemed agreed. If the Customer's cooperation is required for the creation, the Customer shall be obliged to take all reasonable measures (such as registration or publication requirements) at its own expense which are necessary for the creation and maintenance of such rights.
- 7.5 If the object on which Services are provided by KARL MAYER is in the possession of KARL MAYER for the purposes of

rendering the agreed Services, KARL MAYER will have a lien on the contractual object. The right of lien can also be claimed due to claims from earlier work carried out, spare parts deliveries and other Services provided by KARL MAYER, as long as they are related to the subject matter of the contract.

8. Acceptance, Liability for defects

- 8.1 Services rendered by KARL MAYER are subject to acceptance if such acceptance is required by mandatory statutory provisions or has been agreed upon in the contract (the "**Acceptance**"). The Customer is obliged to accept Services rendered as contractually agreed, as soon as KARL MAYER has notified the Customer of the completion of the Services and test runs (if agreed) have been performed. The Customer is not entitled to refuse Acceptance due to minor defects. The Customer shall confirm acceptance on the documents provided by KARL MAYER to that end (e.g. on a protocol or the service contract).
- 8.2 If the Customer fails to accept the Services after the notification of completion of Services and expiration of a deadline for Acceptance set by KARL MAYER, Acceptance shall be deemed given by the Customer unless the Customer has notified KARL MAYER of at least one major defect before the end of the deadline. Acceptance shall also be deemed given, if the Customer fails to accept the Services within the agreed timeframe, however at the latest within two (2) weeks after notification of readiness for Acceptance by KARL MAYER, or in case the Customer puts the products, which have been the object of the Services, into operation without KARL MAYER's prior written consent.
- 8.3 In the event of a defect covered by warranty, KARL MAYER shall rectify such defect, at its own discretion by repair or replacement delivery for defective components or render the Services again (together the "Rectification"). The Customer shall give KARL MAYER sufficient time for Rectification. Replaced parts become KARL MAYER's property. If the Rectification fails, i.e. after three (3) unsuccessful attempts or if KARL MAYER is in default with Rectification for more than four (4) weeks, the Customer is entitled to reduce the agreed price or, in case of a major defects, also entitled to rescind the service contract.
- 8.4 The Customer must reserve its rights for warranty for known defects at the time of Acceptance, otherwise KARL MAYER is not liable for the known defect. The Customer must notify KARL MAYER of defects occurring after Acceptance in writing without delay. KARL MAYER's right to object to a belated notification of defects remains unaffected.
- 8.5 KARL MAYER is not responsible for defects resulting from:
 - (i) modifications or repairs carried out by the Customer or third parties on the subject matter of the service contract without the prior written consent of KARL MAYER.
 - (ii) wear and tear or normal abrasion.
- 8.6 The warranty period is 24 months upon Acceptance.
- 8.7 Claims for damages are subject to Section 9 of these Service GTC.

9. Liability

- 9.1 KARL MAYER is liable to the Customer in accordance with the statutory provisions for intent or gross negligence on the part of KARL MAYER or a culpable breach of an essential contractual obligation. Essential contractual obligations are those whose fulfillment is necessary to achieve the purpose

of the contract and on whose fulfillment the Customer regularly relies and may rely.

- 9.2 Insofar as KARL MAYER, its organs, executive employees and vicarious agents cannot be charged with intent or gross negligence, the liability for damages is limited to the foreseeable damage typical for the contract. In no event shall KARL MAYER (or its Affiliates) be liable to the Customer in the event of a slight negligent breach of an obligation which is not an essential contractual obligation as well as any incidental, indirect, punitive or consequential damages, loss of future revenue or income (*manque à gagner*), or loss of business reputation or opportunity (*perte de chance*).
- 9.3 Insofar as our liability is excluded or limited, this shall apply equally with regard to personal liability for damages of our organs, executive employees, representatives and vicarious agents towards the Customer.
- 9.4 Liability for culpable injury to life, limb or health remains unaffected; this is considered as a non-liability agreement as per the Turkish Code of Obligations numbered 6098.

10. Confidentiality

- 10.1 The Customer shall undertake to keep confidential and protect against un-authorized access knowhow, business secrets and other information that a reasonable businessperson would deem confidential which KARL MAYER or any Affiliate of the KARL MAYER Group discloses to the Customer in connection with the execution of the respective service contract (the "**Confidential Information**"). The Customer is only entitled to disclose Confidential Information to its employees and consultants (i) on a need-to-know basis with regard to the subject matter of the service contract and (ii) provided that the person has been advised of the confidential and proprietary nature of the Confidential information and (iii) is bound by confidentiality and non-use obligations that are at least as restrictive as those described in the Service GTC. The Customer receiving the Confidential Information is in particular not authorized to forward such Confidential Information to third parties without the prior consent of KARL MAYER. The Customer undertakes not to use Confidential Information for the study, analysis, decomposition, decompilation or any other method of reverse engineering relating to the products of the KARL MAYER Group. The Customer shall undertake to commit its employees as well as other persons receiving access to KARL MAYER's Confidential Information to confidentiality to the same extent.
- 10.2 The obligations indicated in the above-mentioned clause do not include information which, (i) was lawfully in the possession of the Customer without obligation to confidentiality prior to receipt from KARL MAYER, (ii) at the time of disclosure already in the public domain or subsequently becomes available to the public domain through no breach of the Customer's confidentiality obligations and no breach of the corresponding obligations by the persons the Customer disclosed such Confidential Information to, (iii) is lawfully obtained by the Customer from a third party without an obligation to keep confidential, provided that such third party is not in breach of any obligation of confidentiality relating to such information, (iv) is developed by the Customer independently without breaching any obligations related to the restricted use or (v) is approved for release by written agreement of KARL MAYER.
- 10.3 The Customer may disclose Confidential Information to the extent the Customer is required to do so by any order of a governmental or regulatory authority or court or by mandatory

law, provided that, if not prohibited by law, written notice of such order is given without undue delay to KARL MAYER so as to give KARL MAYER an opportunity to intervene and provided further that the Customer uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially. Confidential Information which is disclosed in such a way must be marked "Confidential" and/or with any other pertinent marking such as "privileged" as the case may be. Confidential Information to be disclosed as per the preceding remains confidential.

11. Extraordinary termination

Without prejudice to either Party's right to terminate the respective service contract with due notice or either Party's further rights for termination without notice, either Party is in particular entitled to terminate and the service contract without notice if (i) the respective other Party violates essential contractual obligations and fails to remedy the violation(s) within a reasonable grace period or (ii) the respective other Party liquidates its business or organization, or insolvency proceedings are applied for and/or opened.

12. Compliance and ethics obligations

- 12.1 The Customer undertakes to comply with all applicable laws, Decrees having the Force of Law, ordinances, regulations, by laws, decrees, circulars, communiqués and other pertinent legislation in relation to execution and completion of Services and remedial of defects that may arise in Services, in particular also those relating to environmental protection, competition, product safety, data protection and occupational safety.
- 12.2 The service contracts subject to these Service GTC shall be conducted in accordance with the principles of fair competition. The Customer warrants that it will not participate in any illegal agreements restricting competition.
- 12.3 The Customer must take appropriate measures to ensure that its legal representatives and employees do not offer, promise or grant any inappropriate advantages in order to influence business decisions and that they do not accept any such advantages themselves. The Customer shall actively and consistently counteract any criminal or unethical influence on decisions of KARL MAYER or other companies and institutions and shall take action against bribery in its own company.
- 12.4 The Customer undertakes to disclose to KARL MAYER, upon request, the beneficial owner behind the company within the meaning of § 3 of the German Money Laundering Act, Law No. 5549 on Prevention of Laundering Proceeds of Crime, Regulation for Implementation of Law No: 4208 Regarding Prevention of Money Laundering and General Communiqué No: 529 on Tax Procedure Law.
- 12.5 The Customer shall conduct its business in an ethical and socially responsible manner and with integrity and work towards sustainable economic success. The Customer will not permit or tolerate any form of discrimination based on race, caste, national origin, religion, disability, gender, sexual orientation, union membership, political affiliation or age. The Customer will work to ensure that its employees treat every person with respect regardless of their origin, worldview and lifestyle and respect the inviolability and protection of the dignity of every individual.
- 12.6 The Customer shall ensure the implementation and monitoring of the compliance and ethics obligations by means of an in-house social responsibility strategy and a corresponding in-house procedure. An in-house reporting system for viola-

tions of these compliance and ethics obligations shall be established. Employees who make reports may not be disciplined or disadvantaged as a result. The Customer is obligated to actively investigate suspected cases.

- 12.7 The compliance with the compliance and ethics obligations can be verified either by KARL MAYER itself or by an independent auditor appointed by KARL MAYER and bound to secrecy towards third parties after prior notice during normal business hours.
 - 12.8 In the event of a breach of the aforementioned obligations of this Clause 12, KARL MAYER is entitled to terminate any framework agreements subject to these Service GRC with immediate effect by way of notice of termination and/or to withdraw from existing individual agreements without being liable to pay damages to the Customer. Unless it is a serious breach, this right presupposes that KARL MAYER has first given the Customer the opportunity to remedy the situation within a reasonable period of time and that the Customer has not complied with this or has repeatedly violated the principles set out herein. KARL MAYER's claims for damages remain unaffected.
- #### 13. Transfer, Choice of law; Place of performance, jurisdiction; severability clause
- 13.1 Transfers of rights and obligations of the Customer arising from a service contract require KARL MAYER's written consent to be effective. This shall not apply insofar as money claims in commercial transactions are concerned. In any case, the assignment contracts shall include the provision that the transferee undertakes all contractual obligations of the assignor Customer with the scope and content subject to the transferor. Approval of the assignment contract by KARL MAYER shall not release the assignor Customer from any liability concerning the works carried out until the date of assignment.
 - 13.2 These Service GTC, the contractual relationship between us and the Customer, as well as each individual performance under these Service GTC shall be governed by the laws of the Republic of Türkiye, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules.
 - 13.3 Our registered office as shown in the commercial register (Bursa Trade Registry Directorate) is the exclusive place of performance for all service and payment obligations, unless otherwise agreed.
 - 13.4 Any disputes arising out of or in connection with these GTCs shall be submitted to mediation pursuant to the Law on Mediation Numbered 6325 to which the Parties undertake to adhere. The duration of the mediation shall not exceed 60 days. If the Parties have not reached an agreement by the Mediation Deadline, then the dispute at stake shall be of the exclusive competence of the Commercial Courts of Bursa. Bursa Courts and Execution Offices have exclusive jurisdiction to settle any dispute arising out of or in connection with these Service GTC (including a dispute regarding the existence, validity or termination of these Service GTC).
 - 13.5 If one or more of the above provisions should be or become invalid in whole or in part, this shall not affect the validity of the other provisions, which shall remain agreed. The ineffective provision shall rather be replaced by an effective one which most closely corresponds to the intended economic purpose. The same shall apply if a loophole in need of supplementation arises during the performance of the contract.