

GENERAL TERMS & CONDITIONS FOR MAXION PURCHASE ORDER

1. The following conditions are valid for all orders unless otherwise stated in Maxion Jantas Jant San ve Tic A.Ş. & Maxion Inci Jant Sanayi A.S. (hereinafter "Buyer") order letter. These terms shall be the only conditions applicable to the purchase of materials or services by Buyer from Seller to the exclusion of all other terms and conditions. No terms and conditions endorsed upon, delivered with or contained in Seller's quotation, acknowledgement, order confirmation, invoice or other document shall form part of a Purchase Order and Seller waives any right to rely on such terms and conditions. Acceptance or fulfillment of a Purchase Order means that these conditions have been accepted by the Seller.

Seller and Buyer mutually agree for the sale and purchase of the Material or service by Seller to Buyer in accordance with the below-mentioned conditions

2. DEFINITIONS

Unless otherwise indicated in the Purchase Order, the following terms shall have the meaning set forth below:

"PO or Purchase Order " shall mean this present Purchase Order and its Annexes;

"EUR " shall mean the monetary currency of European Union;

USD shall mean the monetary currency of USA

TRL shall mean the monetary currency of Turkish Republic

"Incoterms" shall mean the International Commercial Terms regulated by ICC at the year 2010.

"Material or service" shall mean the, material or service as mentioned in the PO form.

"Party/Parties" shall mean any of Seller or Buyer or both of them as per on PO form ;

"Price" shall mean the price of the Material or service achines as mentioned at the PO form.

Buyer shall have the right to return or take in consignment any materials without unloading from the vehicle in excess of the amount specified in the Purchase Order or which otherwise show a defect.

3. PAYMENT

If the parties have agreed on any prepayment, the Seller shall be obliged to present to Buyer a 1. Class EU or States bank electronic bank guarantee acceptable to Buyer in the same amount as the amount of the prepayment within 10 days effectiveness of the Purchase Order. There shall be no payment obligation for Buyer before receipt of such bank guarantee. The bank guarantee shall remain valid until 10 (ten) days after the date of delivery.

4. DELIVERY OF THE GOODS AND SHIPMENT AND INSURANCE CONDITIONS

The delivery of the order materials by Seller to Buyer shall be made as stipulated in the PO (Incoterms 2010).

Partial shipment shall be not allowed.

The materials shall be packed in an appropriate manner by Seller in order to avoid any negative external effect including but not limited to atmospheric effects which may occur during the transportation.

The Seller shall load and fix the materials to the transportation vehicle by taking all necessary security measures for a safe transportation into consideration. The Seller shall also check if the vehicle is suitable for a safe transportation before loading. All liability regarding to loading faults shall be on Seller.

Seller shall send a notice concerning the shipment details at latest 2 weeks prior the shipment date. This notice shall contain at least the information mentioned here in below:

- shipment date
- shipment address
- the number of required vehicle
- the features of the required vehicle
- the size and weight of each part and packing which shall be shipped separately.

If Seller shall not fulfill its shipment duties, without prejudice to the Buyer's right of termination and/or to claim damage compensation, Seller shall pay a penalty amounting to the 0,5% of the Purchase Order price for each started week of delay.

All shipment risk shall be passed to Buyer as per INCOTERMS 2010.

If Seller has the obligation to take out a transport insurance as per INCOTERMS 2010, Seller must provide to Buyer within five days from shipment date the original insurance certificate indicating following conditions:

FULL SET INSURANCE POLICY OR CERTIFICATE ISSUED BY A FIRST CLASS EUROPEAN OR AMERICAN INSURANCE COMPANY TO THE ORDER OF AS MAXION INCI JANT SANAYI AS or MAXION JANTAS JANT SANAYI TICARET AS, COVERING AT LEAST THE PO VALUE OF THE GOODS PLUS TEN PCT AGAINST ALL RISKS WITH EXTENDED COVER FROM WAREHOUSE TO BUYER ADDRESS, IRRESPECTIVE OF PERCENTAGE AS PER CARGO INSTITUTE CLAUSES (A) AND INSTITUTE WAR AND STRIKE CLAUSES (S.R.C.C.) SHOWING CLAIMS PAYABLE AT TURKEY AND "CLAIMS SETTING AGENT" DETAILS IN TURKEY. ANY EXCLUSION CLAUSE WITHOUT OUR PRIOR CONSENT IS NOT ACCEPTABLE.

Notwithstanding anything regulated to the contrary by the mutually agreed Incoterm, neither title nor the risk of loss shall pass to Buyer before receipt by Buyer of an insurance certificate with above-described content.

Time is of the essence. In the event that the Material or any portion of the Material is not delivered to Buyer by the delivery date set forth in the Purchase Order, the Seller shall pay to Buyer as liquidated damages a sum equal to one percent (1%) of the total Purchase Order price for every started week the Material remains undelivered. Such liquidated damages shall not exceed ten percent (10%) of the total Purchase Order price. In the event that the delivery of the Material or any portion thereof is delayed beyond ten (10) weeks, other than a result of force majeure, Buyer shall have the right to terminate the Purchase Order. In the event of such termination, the Buyer shall, in addition to any contractual or statutory right the Buyer may have, be entitled to receive from the Seller in particular to the following: a) reimbursement for any prepayments for undelivered Material paid to Seller, b) reimbursement of any damages suffered by the Buyer due to delay in delivery not already covered by the liquidated damages amount and c) reimbursement of any costs and/or damages the Buyer incurs in purchasing the Material from a third party.

5. DOCUMENTS REQUIREMENT :

Seller shall presented following original documents to Buyer

- 01)COMMERCIAL INVOICE ISSUED IN 3 ORIGINALS, MUST BE INDICATING BUYER PO NR.
- 02)FULL SET AT LEAST 3/3 ORIGINALS) CLEAN ON BOARD BILL OF LADING OR CMR OR FCR OR CIM

- 03) CERTIFICATE OF ANALYSIS AND PACKING LIST IN A COMBINED FORM IN ISSUED BY SELLER
- 04) ORIGINAL MOVEMENT CERTIFICATE ATR OR EUR1 OR FORM A ATTESTING BY EXPORTER CUSTOMS AUTHORITIES TOGETHER WITH EX1
- 05) PRODUCER COUNTRY OF ORIGIN DECLARATION OR EXPORTER COUNTRY OF ORIGIN DECLARATION
- 06) CERTIFICATE OF ORIGIN IN 1 ORIGINAL ATTESTING BY LOCAL CHAMBER OF COMMERCE (OPTIONAL IF TR CUSTOMS REQUIRE)
- 07) IF SELLER WILL USE WOODEN PALLETS OR WOODEN BOX IN MATERIAL SHIPMENTS WOODEN PACKING MUST BE IN ACCORDANCE WITH THE ISPM-15 STANDARD. SELLER SHALL PROVIDE TO BUYER A CERTIFICATE EVIDENCING COMPLIANCE THEREWITH.

6. DOCUMENTS PRESENTATION PERIOD : LOADING DATE BY SPECIAL COURIER (DHL OR TNT OR UPS OR BY CAPTAIN BAG (TOGETHER WITH GOODS BY TRANSPORT COMPANY)

Should the Buyer require any additionally transport-related documents, Buyer shall have the right to inform the Seller accordingly and the Seller shall be obliged to provide to Seller these documents by special courier a.s.a.p.

Seller shall be liable to Buyer for any demurrage and storage cost incurred by Buyer due to Seller's non-compliance with the conditions stated herein.

7. WARRANTY/INDEMNITIES/REMEDIES

Seller warrants that:

- (a) the Products are in accordance with the specifications and the Order and the associated services are in accordance with the Order.
- (b) it has good title to the Products and the Products are free from any liens and encumbrances;
- (c) the use or sale of the Products delivered hereunder and the supply of the associated services hereunder, will not infringe any intellectual property right or violate any secrecy or non-use obligation vis a vis any third party.
- (d) it shall adhere, and cause its subcontractors to adhere, to the safety requirements set out in the Purchase Order.
- (e) it shall at all times comply, and cause its employees, subcontractors and others to comply with all applicable local, provincial, national and international laws and regulations including laws relating to US and EU and TR trade embargoes and anti-bribery including the U.S. Foreign Corrupt Practices Act.

Seller shall keep Buyer fully indemnified against all direct, indirect or consequential damages (including loss of profit and loss of business) costs and expenses (including legal or other professional fees) awarded against or incurred or paid by Buyer as a result of or in connection with:

- (a) the delivery of Products and/or associated services which is late or not in accordance with the specifications, and/or the Purchase Order;
- (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Products;
- (c) any claim made against Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Products or associated services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Purchase Order by Seller.
- (d) any other breach of the Purchase Order by Seller.

Remedies

Without prejudice to any other right or remedy which Buyer may have, if Products and/or associated services are not supplied in accordance with, or Seller fails to comply with, any of the terms of the Purchase Order, Buyer shall be entitled to avail itself of any or more of the following remedies at its discretion, whether or not any part of the Products or associated services has been accepted by Buyer:

- (a) to rescind the Purchase Order;
- (b) to reject the Products or associated services (in whole or in part) and return the Products to Seller at the risk and cost of Seller on the basis that a full refund for the Products so returned and/or the associated services so rejected shall be paid forthwith by Seller;
- (c) at Buyer's option to give Seller the opportunity at Seller's expense either to remedy any defect in the Products or the associated services or to supply replacement Product and carry out any other necessary work to ensure that the terms of the Purchase Order are fulfilled;
- (d) to refuse to accept any further deliveries of the Products and/or the associated services;
- (e) to carry out at Seller's expense any work necessary to make the Products and/or the associated services comply with the Agreement;
- (f) to claim such damages as may have been sustained as a result of Seller's breach or breaches of the Purchase Order.

08. Liability & occupational safety and health

Seller undertakes to keep comprehensive general liability insurance RCT/RCO on occurrence basis within the following limits per year and per occurrence from the execution date of the Purchase Order until the end of the warranty period as shown by the Insurance Certificate. Any insurance limits shall not diminish Seller's contractual or statutory liability.

For a period of ten (10) years following Final Acceptance by Buyer, Seller shall maintain the following insurance:

General liability insurance, including contractual liability coverage, with a combined single limit (CSL) for bodily injury and property damage of at least Five Million Euro (€5.000.00,00) per occurrence and in the aggregate. Such policy shall provide coverage for not only the negligent or other wrongful acts of Seller, but also Seller's subcontractors;

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09. Environment

The Seller undertakes to comply with all applicable environmental regulations.

10. FORCE MAJEURE

1. Force Majeure are events beyond the control of the parties hereto, which render the further performance of either party's contractual obligations hereunder impracticable or commercially unfeasible, including without limitation, acts of God, acts of war, acts of government, blockage, revolution, strikes, lockout, boycott, embargoes, civil commotion and hostilities, etc.

2. The party who is prevented to perform its obligation because of an event of Force

Majeure shall notify in writing the others on this event and its consequences. Neither party shall be deemed to be in default of its contractual obligations whilst performance thereof is prevented or hindered by Force Majeure and the time limits laid down in this Contract for the performance of such obligation shall, accordingly, be extended by a period equal to that during which the Force Majeure event operated.

3. On the occurrence and cessation of any such event of Force Majeure, the party suffering there from shall notify the other party of the cause of delay and its cessation respectively.

4. In case the Force Majeure contingencies last continuously for at least 180 days, the parties shall agree on the necessary arrangements for the further implementation of this Contract. In case such further implementation appears to be impossible in the foreseeable future, then both parties shall agree on the necessary arrangements for the termination of a Purchase Order, but without prejudice to their rights and obligations falling due prior to such termination.

11. JURISDICTION– APPLICABLE LAW

Place of Jurisdiction. Any controversy or claim arising out of or relating to this Purchase Order, or any breach thereof, including, without limitation, any claim that this Purchase Order, or any part thereof, is invalid, illegal or otherwise voidable or void, shall be finally settled in front of the competent court of Izmir, Turkey.

This Purchase Order is to be construed in accordance with the laws of Turkey to the exclusion of any reference to the conflict of law rules.

12. CONFIDENTIALITY;

12.1 "Confidential Information" means information relating to:

- (a) This Purchase Order and its substantive provisions;
- (b) products, services, operations, research and development efforts, inventions, trade secrets, computer software, plans, strategies, market opportunities, processes, recipes, formulae, vendor and customer relationships, finances and other business and commercial information of a Party or its Affiliates; and
- (c) Any other information that a Party has specifically designated in writing as "confidential".

Confidential Information shall include without limitation information relating to the price of the Shipping Commodities, arrival or delivery dates, handling information, or any other information regarding the Shipping Commodities, or information concerning the business affairs of Maxon or its Affiliates.

"Confidential Information" does not include information:

- (a) Known to a Party or any of its Affiliates at the time of disclosure and not subject to a confidentiality obligation on the part of that Party or its Affiliates;
- (c) That the Parties have entered into this Purchase Order.

12.2 During the term of this Purchase Order and at all times thereafter, neither Party shall directly or indirectly disclose to any person, firm, corporation or other entity, any of the other Party's or its Affiliates Confidential Information, except when such disclosure is necessary for rendering the Services and provided that it is disclosed within the required limits only.

12.3 Each Party shall impose the above confidentiality obligations on its employees and subcontractors.

12.4 If one Party is compelled by law to provide any information referred to herein, it shall give the other Party prior written notice of the disclosure to be made unless such notice would be unlawful, in order to allow the other Party the opportunity to attempt

13. Compliance with Laws

Each party to this Purchase Order shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances, permits and standards (including industry standards) that relate to the Services, including, but not limited to, those relating to data protection, anti-corruption and bribery, environmental matters, conflict minerals, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. The Seller shall also comply with all provisions of the Buyer's Code of Business and Ethics (available on the Purchaser's website, Code of Ethics www.maxionwheels.com & http://www.maxionwheels.com/en/about-us/supplier_info.aspx). Upon Buyer's request, the Seller shall certify in writing its compliance with the foregoing. If a party learns of any violation or potential violation of this provision, by either party, it shall promptly report same to the other party and each party shall cooperate in a commercially reasonable manner with the other in any investigation or remedial action with respect to such violation or potential violation. Seller shall defend, indemnify and hold harmless Buyer from and against any losses, claims, actions, liabilities, etc., arising out of or relating to any noncompliance.

Seller will prepare on original letterhead paper signed & stamped & send to buyer original following documents each shipments separately

Exporter's Declaration

I, the undersigned, declare that the goods named aslisted in this invoice..... (date and number) originate in..... and produced by..... (name of the firm) in..... (name of country)

I undertake to make available to the related public authorities any further supporting documents they require.

Place and
Date
and signature

Name, title

Supplier's declaration

The supplier's declaration, the text of which is given below, must be made out in accordance with the footnotes. However, the footnotes do not have to be reproduced.

DECLARATION

I, the undersigned, declare that the goods listed on this document (1) originate in (2) and satisfy the rules of origin governing preferential trade with (3).

I declare that:

> Cumulation applied with (name of the country/countries)

) No cumulation applied (4)

I undertake to make available to the customs authorities any further supporting documents they require:

..... (5)

..... (6)

..... (7)

(1) If only some of the goods listed on the document are concerned, they should be clearly indicated or marked and this marking entered in the declaration as follows: "..... listed on this document and marked originate in".

(2) The Community, Turkey or a country, group of countries or territory as referred to in Article 44 (a)

(3) Country, group of countries or territory as referred to in Article 44 (a), concerned.

(4) Complete and delete where necessary

(5) Place and date.

(6) Name and function in the company.

(7) Signature.