 <p>ENTECH & SEMAR ENGINEERING AND MARINE SOLUTIONS</p>	<p>General Terms and Conditions</p>	<p>Publish Date : 01.01.2018 Revision Number : 02 Revision Date : 08.02.2019 Page Number : 1 / 20</p>
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GENERAL TERMS AND CONDITIONS

for the SUPPLYING the SPARE PARTS and SERVICES

1. DEFINITIONS

"Conditions" means these standard terms and conditions of purchase;

"Contract" means this Contract comprising the Order, the Conditions and any Specification or Special Terms for the purchase of the Goods and/or the supply of Services;

"Customer" or "Buyer" means the party with whom the Supplier entered into an Agreement;

"Day" means calendar day;

"Goods" means the goods (including any instalment of the goods or any part of them) described in the Order;

"Intellectual Property" means;

- (i) patents, inventions, designs, copyright and related rights, database rights, trademarks, trade names (whether registered or unregistered), and rights to apply for registration, knowhow and confidential information;
- (ii) applications, extensions and renewals in relation to any of these rights; and
- (iii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future;

"Order" means the Buyer's purchase order for the Goods and Services;


"Price" means the price of the Goods and/or the charge for the Services in the Order;

"Seller" means the legal entity that is supplying the Goods or Services;

"Services" means the service (if any) described in the Order and includes any deliverables provided as part of the Services;


"Special Terms" means any special terms agreed between the parties and to which these Conditions are appended; and

"Specification" means any plans, drawings, data or other information relating to the Goods or Services appended to or incorporated in the Order.

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2. GENERAL

- 2.1. **Entech & Semar Denizcilik Enerji Taahhüt Mühendislik Sanayi ve Tic. Anonim Şirketi.**, a Turkish corporation, which has its primary place of business at *Aydıntepe Mah. Sahil Bulvarı Cad. No:126 Denizciler Ticaret Merkezi 57/C, 34947 Tuzla, İstanbul*, and the customer listed on the Sales/Service Order issued by Entech&Semar ("Supplier" or "Service Provider"), hereby agree to the terms and conditions set forth herein ("General Terms and Conditions"), and further agree that these General Terms and Conditions (including attached exhibits, schedules and annexes) will apply to and control the terms of Entech&Semar's provision of equipment, item(s) and/or service(s) (individually, "Products" and "Services," respectively, or collectively, "Products and/or Services") to Customer pursuant to written sales/service order(s) issued from time to time by Entech&Semar and referencing these General Terms and Conditions and shall supersede all prior written or oral discussions, agreements and understandings of the parties, if any, relating to the Products and/or Services.
- 2.2. The following general conditions are valid for all tenders and service/sales agreements unless otherwise expressly confirmed in writing by **Entech & Semar Denizcilik Enerji Taahhüt Mühendislik Sanayi ve Tic. Anonim Şirketi** (hereinafter referred to as "ES")
- 2.3. In the case of any inconsistency or conflict between these General Terms and Conditions herein with respect to any Products and/or Services provided by ES and any terms and conditions set forth on the face of the Sales/Service Order or sales change order (excluding preprinted terms), the terms of the Sales/Service Order shall prevail.
- 2.4. The terms and conditions of any other (preprinted or otherwise) acceptance document, purchase change order, quote, acknowledgement, bill of lading, confirmation, invoice or other document issued by Customer or on behalf of Customer, or any course of dealing or practice between the parties shall not


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be binding on the parties or constitute a modification or amendment of these Terms and Conditions or the Sales/Service Order unless or to the extent that a written agreement signed by authorized representatives of both parties expresses the intent of the signing parties to be bound by such deviation.

- 2.5. Customer acknowledges and agrees that, without exception (i) only Entech&Semar's Sales Department is authorized to issue Sales/Service Orders; and (ii) each Sales/Service Order must have ES's unique Project Number on the face page.
- 2.6. Customer's acceptance of the Sales/Service Order or fulfillment of any portion of the Sales/Service Order shall evidence Customer's express acceptance of and agreement to this General Terms and Conditions.

3. SELLERS OBLIGATIONS


- 3.1. The Seller will comply with all applicable regulations or other legal requirements concerning the packaging, packing and delivery of the Goods and the performance of the Services, and will inform the Buyer of any need for the Buyer to comply with such regulations or requirements in relation to the receipt and onward supply of the Goods and Services and where applicable will provide the Buyer with all necessary information to enable compliance (including any material safety data sheets that exist for any product or compound supplied as a free standing compound within the Goods).
- 3.2. The Seller will not unreasonably refuse any request by the Buyer to inspect and test the Goods during storage at the premises of the Seller or any third party prior to despatch, and the Seller will provide the Buyer with all facilities reasonably required for inspection and testing. Any such inspection will not relieve the Seller of its obligations under this Contract nor imply acceptance by the Buyer.

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- 3.3. If as a result of inspection or testing the Buyer is not satisfied that the Goods comply in all respects with the Contract, and the Buyer so informs the Seller within seven (7) Days of inspection or testing, the Seller will promptly take such steps as are necessary to ensure compliance. The Buyer may conduct further inspections and tests after the Seller has carried out such steps necessary to ensure compliance.
- 3.4. The Goods will be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured suitable for onward sea and/or air freight so as to reach their destination in an undamaged condition in the ordinary course. For the avoidance of doubt, all drums, containers and other packaging will be non-returnable unless otherwise agreed in writing.

4. TERMS FOR PERFORMANCE

- 4.1. The place of Performance shall be stated in the Agreement. In case the Agreement does not specify a place of Performance, such place shall be determined by the Supplier at its discretion after consulting the Customer.
- 4.2. Time(s) or periods of Performance shall be stated in the Agreement. Any time or period of Performance that differs from the Agreement shall only be binding if they have been agreed upon by the Supplier in writing. If Performance is to take place during a specific and fixed period of time by the expiry of which Performance is deemed to be completed, any such period will not commence until all contractual obligations of the Customer have been met, all payments due have been made, security desired by the Supplier has been put up and/or any other preconditions have been fulfilled.
- 4.3. In case the Agreement does not specify the time of Performance, such time shall be determined by the Supplier at its discretion after consulting the Customer. However, as far as the Agreement sees to the provision of Services, the date of Performance mentioned in the Agreement shall be an

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estimate only. The Supplier shall make every reasonable effort to effect Performance at the said date.


4.4. If Performance is delayed due to (i) any act or omission of the Customer or (ii) the Customer failing to perform any of the obligations mentioned in in this Terms and Conditions, the Supplier is entitled to extend the time of Performance with a reasonable period which is at least equal to the additional period of time caused by such delay. Furthermore, it is expressly agreed that the Supplier shall have the right to extend the time of Performance in the event that (i) the Supplier has not received the advance payment (or another contractual payment) as stipulated in the Agreement, or (ii) the Customer has not provided security that complies with the requirements in the Agreement.

4.4.1. Any additional costs arising from delay which is attributable to the Customer, shall be borne by the Customer.

4.4.2. In case of any occurrence, either foreseeable or not, beyond the reasonable control of the Supplier or any of his sub-Suppliers, which prevents the Supplier from effecting Performance ("Force Majeure"), the date of Performance will be extended with at least the period of Force Majeure. Cases of Force Majeure are in particular -but not limited to- fire, war or warlike acts, riots, insurrection mobilisation, floods, earthquakes and other natural disasters, epidemics, quarantine measures, strikes, lockouts, requisitioning, restriction of foreign currency transfer, transport restrictions, and restrictions in the issue of permits for the Personnel, importation and exportation of Goods, tools and/or materials.

4.5. Special provisions for Delivery of Goods

4.5.1. The Customer shall have no right to reject or refuse Delivery or acceptance of Goods due to minor defects which do not prevent the normal operation of the Goods, provided that the Supplier agrees to

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remedy such defects after the Delivery of the Goods, in compliance with the Agreement.

4.5.2. In the event that dispatch or collection of the Goods at the designated place of delivery is delayed for reasons beyond Supplier's control, the Supplier shall be entitled to store the Goods at the expense of the Customer in a warehouse at Supplier's choice. Upon storage, Delivery shall be deemed completed and the risk for the goods shall transfer to the Customer accordingly.

4.5.3. Unless otherwise agreed upon, the Supplier shall be permitted to deliver the Goods in partial shipments. Each shipment may be invoiced separately, in which case the Customer shall pay the separate invoices as part of the total Contract Price.

4.5.4. Any alteration of regulations either by Governments or Classification Societies after the moment on which the Supplier and the Customer entered into the Agreement, can never be a ground for liability of the Supplier.

4.6. Special Provisions for the provision of Services


4.6.1. General terms of service and working hours

4.6.1.1. Performance shall be considered completed when either

4.6.1.1.1. the Supplier has notified the Customer that the provision of Services has been completed and the Protocol of Acceptance was signed; or

4.6.1.1.2. eight days have elapsed from the time the Supplier notified the Customer as above and Customer has neglected to inspect the Services provided within this time and/or failed to notify Supplier in writing of its approval or rejection,

4.6.1.1.3. the Customer commences, without the approval of the Supplier and during the term of Performance, the use of the operation of the Goods on which the Services were provided.

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4.6.1.2. Unless expressly otherwise agreed upon in the Agreement, Services shall be provided during a working week which shall be in accordance with normal industry practice. A working day is deemed to be a man-day.

4.6.1.3. Hours worked outside these normal working hours, on Sundays or on official holidays will be charged separately as overtime.

4.6.1.4. Supplier's Personnel will be guided, if possible, by the operational conditions at the Customers premises and by the climatic conditions of the country.

4.6.2. Additional Obligations of the Customer for the provision of Services

4.6.2.1. During Performance, the Supplier is entitled to replace the Personnel delegated by him by other qualified Personnel.


4.6.2.2. In case of accidents or illness of Supplier's Personnel, the Customer shall provide the necessary (professional) assistance.

4.6.2.3. Any waiting time for which the Supplier is not responsible, will be charged to the Customer as normal working time.

4.6.3. Transfer of risk

4.6.3.1. In so far as no special agreement is made, the risk of the accidental destruction or deterioration of the Services as a whole or of self-contained parts will be transferred to the Customer at the moment the Supplier notifies the Customer of the completion of the provision of the Services. If a trial run or sea trial are agreed upon, the transfer of risk shall take place upon completion of successful trial run or sea trial.

4.6.3.2. Objects and materials made available by the Customer will be taken in charge by the Supplier in accordance with the scope of agreements made for this purpose. The risk of accidental destruction or deterioration of these objects and materials shall

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remain with the Customer; for damage to these objects and materials for which the Supplier is responsible.

4.6.4. Should the provision of Services or the trial run or seatrial be interrupted, stopped or delayed for reasons beyond Supplier's control, the risk of accidental destruction or deterioration of the Services provided shall be transferred to the Customer during the period of the interruption, stoppage or delay.

5. ORDER OF PRECEDENCE

5.1. The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions. The Order shall be deemed to be accepted on the earlier of the Seller issuing a written acceptance of the Order or the Seller doing any act consistent with fulfilling the Order, at which point the Contract will come into existence.

5.2. In the case of any conflict or ambiguity between any provisions contained in these Conditions, the Order or any Special Terms which have been agreed between the parties, the order of precedence shall be as follows:

5.2.1. the Special Terms;

5.2.2. the Order;


5.2.3. these Conditions.

5.3. These Conditions will apply to this Contract to the exclusion of any other terms and conditions which have been given to the Buyer or subject to which the Order is purported to be accepted by the Seller. The Seller waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Seller.

6. PRICE OF THE GOODS AND SERVICES

6.1. Unless otherwise stated in the Order, the Price for Goods will be:

6.1.1. exclusive of any applicable value added or other sales tax (which will be payable by the Buyer subject to receipt of a VAT or other sales invoice);

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6.1.2. be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods DDP to the Delivery Address (Incoterms 2010) and any duties, imposts or levies other than value added tax. Prices for Services will be as set out in the Order.

6.2. No increase in the Price or extra charges may be made (whether on account of material, labour, or transport costs, fluctuations in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

6.3. The Buyer will be entitled to, and afforded, any discount for prompt payment, bulk purchase, or volume of purchase customarily granted by the Seller, whether or not shown on the Order.

7. DELIVERY


7.1. The Goods will be delivered to, and the Services will be performed at, the Delivery Address on the date or within the period stated in the Order, in each case during the Buyer's usual business hours.

7.2. The Buyer will, without penalty, be entitled to delay or reschedule the date or period of delivery stated in the Order by giving not less than seven (7) Days' notice to the Seller, specifying the revised date or period for delivery of the Goods or performance of the Services.

7.3. Where the date of delivery of the Goods, or performance of the Services, is to be specified after the placing of the Order, the Seller will give the Buyer reasonable notice of the specified date.

7.4. The time of delivery of the Goods and of performance of the Services is of the essence of this Contract.


7.5. The Buyer will be entitled to reject any Goods delivered which are not in accordance with this Contract and the Buyer will not be deemed to have accepted any Goods until the Buyer has had a reasonable time, in no event less than thirty (30) Days, to inspect them following delivery, or in the case of a latent defect in the Goods until a reasonable time after the latent defect has become apparent.

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- 7.6. The Seller will supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 7.7. The Buyer's rights and remedies under this Section 6 are in addition to its rights and remedies implied by statute and common law.

8. PAYMENT

- 8.1. The Seller will be entitled to invoice the Buyer on, or any time after, delivery of the Goods or performance of the Services, as the case may be, and each invoice will quote the number of the Order.
- 8.2. Unless otherwise agreed in writing, the Buyer will pay the price of the Goods and the Services within sixty (60) Days after the end of the month of receipt by the Buyer of a properly constituted invoice or if later, after acceptance of the Goods or Services by the Buyer. No payments will be made until the Goods and Services have been accepted.
- 8.3. Payment may be delayed if the Seller fails to:
- 8.3.1. supply the required documentation quoting the relevant Order number,
 - 8.3.2. send a monthly statement of account quoting the invoice numbers applicable to each item, but the Buyer will remain entitled to all prompt payment discounts.
- 8.4. If following receipt of any invoice the Buyer notifies the Seller in writing of a bona fide dispute concerning the Price payable under such invoice, the Buyer will pay any undisputed amount but will be entitled to withhold the amount in dispute pending resolution. The Seller's obligations to provide the Goods and Services shall in no way be affected by any such dispute.
- 8.5. The Buyer will be entitled to set off against the Price any sums owed to the Buyer by the Seller under this Contract or any other contract between the parties.


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9. RISK AND PROPERTY

- 9.1. Risk of damage to or loss of the Goods will pass to the Buyer upon delivery to the Buyer at the Delivery Address in accordance with this Contract.
- 9.2. Title in the Goods will pass to the Buyer upon delivery. If the Buyer agrees to make payment (in part or in full) for the Goods prior to delivery, title will pass to the Buyer once payment has been made for such Goods or the Goods (including all materials which the Seller acquires or allocates for incorporation in any of the Goods) have been appropriated to the Contract, but such payment shall not constitute acceptance of the Goods.

10. LIABILITY

- 10.1. ES shall not be liable for any loss or damage caused by events or circumstances beyond its reasonable control (such as severe weather conditions, the actions of third parties not employed by Seller or any defect in a customer's or third party's property); this extends to loss or damage to vessels, gear, equipment or other property left with ES for work or storage, and harm to persons entering ES premises or using any of ES facilities or equipment.
- 10.2. The Seller shall not be liable for special, indirect, consequential, punitive or exemplary damages of any kind arising out of or in connection with the performance or non-performance of this Agreement.
- 10.3. ES shall take reasonable and proportionate steps having regard to the nature and scale of its business to maintain security at its premises, and to maintain its facilities and equipment in reasonably good working order; but in the absence of any negligence or other breach of duty by vessels and other property are left with ES at the customer's own risk and customers should ensure that their own personal and property insurance adequately covers such risks.
- 10.4. ES shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of any defect in the vessel or property

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concerned unless Seller have been expressly engaged to do so by the customer on commercial terms. Similarly ES shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of an accident which has not been caused by Seller's negligence or some other breach of duty on provider part. However, ES reserve the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where ES do so it shall be entitled to charge the customer concerned on a normal commercial basis.

10.5. Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and while their vessel or other property is on ES premises or is being worked on by ES, they shall be obliged to maintain adequate insurance. Customers shall be obliged to produce evidence of such insurance to ES within 7 days of a request to do so.

11. CLAIM

11.1. Those claims for non-compliances or faults found in the products/serviced goods are limited to:

11.1.1. the repair or replacement of the damaged or faulty products/serviced goods will depend on ES decision,

11.1.2. the reimbursement of the product's value at the moment of the claim will be decided by Buyer when the repair or replacement of the product is impossible for ES.


11.1.3. In case of replacement, the product or part replaced will belong to ES.

11.1.4. ES can replace parts with other parts that have been repaired.

12. EXCLUSIONS

12.1. ES shall not be obliged to proceed under liability conditions in the following cases:

12.1.1. Damages Deriving from Misuse

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12.1.1.1. The repair of equipment belonging to other customers, with the series number missing, altered, erased or illegible.

12.1.1.2. The repair or replacement of parts due to wear produced by the normal use of the product and/or that have to be replaced during its service life.

12.1.1.3. Use out of specifications, included in the instructions or user manual.

12.1.1.4. Use of the product with accessories, peripheral units and other products not established by ES

12.1.1.5. Damages or faults in the product deriving from its transportation when not carried out by ES

12.1.2. Handling of Components by Third Parties Not Authorized By ES

12.1.2.1. Poor installation or attempts of repair, except if there is express authorization of ES.

12.1.2.2. The faulty handling or opening of the product or serviced goods.

13. PROHIBITED ACTIVITIES

13.1. Anti-Corruption Compliance: The Seller represents, warrants and covenants that:


13.1.1. It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value to:

13.1.1.1. an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof;

13.1.1.2. a candidate for political office, any political party or any official of a political party; or

13.1.1.3. any other person or entity;

13.1.2. while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting the Buyer

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in obtaining or retaining business (including this Contract), or an improper business advantage.

13.1.3. Without limiting the generality of the foregoing, the Seller shall not directly or indirectly, pay, promise, offer, or authorise the payment of any facilitation payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of the Buyer.

13.1.4. No gratuities such as, but not limited to, gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature have been or will be accepted or made in connection with this Contract where the intent was, or is, to unlawfully influence the recipient of the gratuity. The Seller also represents that any gratuities offered or provided shall meet the following conditions:

13.1.4.1. be permitted under the UK Bribery Act and US Foreign Corrupt Practices Act and the laws and regulations of the country in which this Contract will be performed;


13.1.4.2. be consistent with applicable social and ethical standards and accepted business practices;

13.1.4.3. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and

13.1.4.4. be of such nature that its disclosure will not cause embarrassment for the Buyer.

13.1.4.5. Breach of any of the foregoing provisions of Clauses 10.1.1 and 10.1.2 by the Seller shall be considered an irreparable material breach of this Contract and shall entitle the Buyer to terminate this Contract immediately without compensation to the Seller.

13.2. Prohibited Activity: Unless specifically authorised in writing by the Buyer, the Seller shall not engage in any of the following activities on behalf of the Buyer under this Contract: acting as an agent of the Buyer; marketing or sales

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promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.

13.3. Prohibited Contact: Unless specifically authorised in writing by the Buyer, the Seller shall not contact, either directly or indirectly, public officials of any country in furtherance of its performance on behalf of the Buyer under this Contract.


13.4. Delivery: If the Seller is permitted to use terms other than DDP Delivery Address, the Seller shall provide the name and contact information for all freight forwarders, carriers or shipping agents expected to handle the Buyer's consignment. The Seller shall provide this information to the Buyer no later than ten (10) Days after order acceptance. The Seller's proposed freight forwarders, carriers or shipping agents must have a reputation for honesty and a company policy prohibiting bribes and facilitation payments intended to expedite or secure performance of routine governmental action, such as, customs clearance. The Buyer retains the right to deny the Seller's use of the Seller's proposed freight forwarders, carriers or shipping agents within thirty (30) Days of the Seller's notification.

14. COMPLIANCE WITH LAWS

14.1. Without limiting any other obligations under these Conditions, the Seller shall ensure that, at all times in delivery of the Goods and Services, it complies with all applicable laws and regulations, and shall ensure that its employees, agents and representatives similarly comply.

14.2. The Seller shall specifically ensure that it complies with all laws, in any part of the world, in relation to the registration for or payment of any taxes which might be due in connection with the performance of the Services or supply of any Goods, under this Contract.


14.3. The Seller shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable laws. The

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Seller further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. The Seller shall convey the requirement of this Clause to its suppliers.

15. NOTIFICATION OF STATUS CHANGE

- 15.1. The Seller agrees to provide prompt notification to the Buyer of any event or change in circumstances that could affect the Seller's performance of the Order such as assignment of consent agreement, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labour reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.
- 15.2. Sellers that provided anti-corruption compliance due diligence information (e.g., related to its ownership and personnel, subsidiaries and third parties, the due diligence questionnaire, and related certifications) to a Buyer representative or through the Buyer's Global Trust website shall provide the Buyer with prompt notification and details of any changes to information contained in such due diligence materials, and agrees to promptly cooperate with the Buyer and provide additional information reasonably requested in relation to such changes. In the event of a material change to information contained in the due diligence material supplied to the Buyer, the Buyer reserves the right to suspend performance under this Contract by providing written notice to the Seller in order for the Buyer to conduct additional anti-corruption due diligence upon such changed circumstances.
- 15.3. The Seller shall notify the Buyer of any proposed change in Control within thirty (30) days prior to such event. The notice shall describe in reasonable detail the proposed transaction structure and any proposed changes to

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management, operations, domicile, key locations, the board of directors and/or ownership (along with a commitment to cooperate with the Buyer and provide additional information reasonably requested related to such proposed change in Control). The Seller shall not effect a change in Control without prior, written consent from Buyer, such consent not to be unreasonably withheld. For purposes of this Contract, "Control" means the power, directly or indirectly, to (a) vote more than fifty (50) percent of the securities that have ordinary voting power for the election of the Seller's directors; or (b) direct, or cause the direction of, the management and policies of the Seller whether by voting power, contract, or otherwise. If a person obtains Control by acquiring more than fifty (50) percent of the securities that have ordinary voting power for the election of the Seller's directors, that acquisition may be accomplished by one or multiple transfers.


15.4. Failure to provide the notice under this Clause shall be deemed a material breach of this Contract.

16. CONFIDENTIALITY AND DATA PROTECTION

16.1. For the purpose of this Contract, "Controller", "Processor", "Personal Data", "Data Subject", "Processing" and "Personal Data Breach" shall have the meanings ascribed to them in the EU General Data Protection Regulation.

16.2. The Seller shall ensure, where it Processes Personal Data as a Processor under this Contract, that:

16.2.1. It Processes Personal Data only on the Buyer's documented instructions (including with regard to any transfer of Personal Data to a third country or an international organization), unless the Seller is required to Process Personal Data by European Union ("EU") law or any other law to which the Seller is subject. In such a case, the Seller shall inform the Buyer of that legal requirement before Processing Personal Data, unless that law prohibits such information on important grounds of public interest;

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16.2.2. It immediately informs the Buyer if, in the Seller's opinion, an instruction infringes applicable data protection provisions;

16.2.3. It ensures that persons authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;


16.2.4. Taking into account the nature of the Processing of Personal Data, it assists the Buyer, by appropriate technical and organizational measures, insofar as this is possible, in fulfilling the Buyer's obligation to respond to requests for exercising Data Subjects' rights;

16.2.5. It assists the Buyer in ensuring compliance with the Buyer's obligations regarding security of Processing, notifications of a Personal Data Breach to the supervisory authority and to the data subject, and data protection impact assessments;

16.2.6. At the Buyer's choice, it deletes or returns all Personal Data to the Buyer after the end of the provision of the services relating to the Processing, and deletes existing copies, unless EU law or any other law to which the Seller is subject requires storage of Personal Data; and

16.2.7. It makes available to the Buyer all information necessary to demonstrate compliance and allow for and contribute to audits, including inspections, conducted by the Buyer or another auditor mandated by the Buyer.

16.3. The Buyer agrees that the Seller may subcontract any of the Processing operations performed on behalf of the Buyer under this Contract. Where the Seller engages another Processor for carrying out specific Processing activities on behalf of the Buyer, the Seller shall ensure that such Processor has entered into a written agreement that imposes the same data protection obligations as set out in this Clause. Where the Processor fails to fulfil its data protection obligations, the Seller shall remain fully liable to the Buyer for the performance of that other Processor's obligations

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17. SUSPENSION AND TERMINATION OF AGREEMENT

17.1. In case of Force Majeure, either party's sole remedy shall be termination of the Agreement after the period of Force Majeure has continued without interruption for a period of 6 months.

17.2. The Supplier shall be entitled to either suspend Performance or to terminate the Agreement in case either the Customer does not meet any of the obligations mentioned in these General Terms and Conditions of Contract, or the Supplier has reasons to believe that the Customer shall not be able to meet these obligations.

18. APPLICABLE LAW AND JURISDICTION

18.1. This Agreement shall be governed by the laws of the Republic of Turkey.

18.2. All disputes arising between the parties to this Agreement shall be settled through friendly consultations between the Parties.

18.3. In case no agreement can be reached through these consultations, and the Customer is not a resident of The


18.4. Republic of Turkey, the dispute shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC), by one or more arbitrators appointed in accordance with the said Rules. The arbitral proceedings shall be in the English language and will take place in the place of residence of the Supplier, Republic of Turkey.

18.5. In case no agreement can be reached through these consultations, and the Customer is a resident of Republic of Turkey, the dispute shall be submitted to the competent Turkish Court.

19. NOTICES

19.1. All notices, statements or other communications to be given by the Buyer to the Seller shall be sufficient if given in writing by registered mail, telex or cable as follows:

19.2. To the Buyer: At the address stated in the Order, or if the Agreement is concluded by or through an agent of the Buyer, to such agent.

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19.3. To the Seller: ENTECH & SEMAR DENIZCILIK ENERJİ TAAHHÜT

MÜHENDİSLİK SANAYİ VE TİC. ANONİM ŞİRKETİ

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