

GENERAL TERMS & CONDITIONS OF SALE

1. The goods that are the subject of a sale by Akmetal Metalürji Endüstrisi A.Ş. ("Akmetal") to Buyer are referred to as the "Products". All sales of Products by Akmetal are governed by and subject to (a) Akmetal's quotation, order acknowledgement, or a separate written agreement signed by an authorized representative of Akmetal, as applicable, and (b) these terms and conditions, whether or not they are specifically referenced in or incorporated by Akmetal's quotation, order acknowledgement, or the separate written and signed agreement. Any conflict between these terms and conditions and any terms in Akmetal's quotation, order acknowledgement, or the separate written and signed agreement shall be resolved in favour of the quotation, order acknowledgement, or the separate written and signed agreement.

2. **BUYER'S APPROVAL OF THESE TERMS & CONDITIONS.** Buyer's acceptance of these terms and conditions shall be conclusively presumed from Buyer's (1) receipt of Akmetal's order acknowledgement without written objection sent to Akmetal within ten (10) days after receipt of the order acknowledgement, (2) instructing Akmetal to begin work or ship any of the Products after receipt of Akmetal's order acknowledgement, (3) acceptance of or payment for all or any part of the Products, or (4) taking any other action evidencing Buyer's acceptance of the benefits of the agreement between the parties. Akmetal may commence performance in reliance upon Buyer's acceptance of these terms and conditions, and Akmetal will not be obligated to fulfill an order or request for the Products unless Akmetal affirmatively acknowledges the order.

3. **ENTIRE AGREEMENT.** Except as otherwise agreed to by Akmetal in writing, the terms and conditions set forth herein, together with Akmetal's quotation, order acknowledgement, or a separate written and signed agreement, as applicable, shall constitute the complete and final agreement between Akmetal and Buyer (hereinafter, this "Agreement"), superseding completely any prior oral or written contracts and/or communications.

4. **MODIFICATION.** No modification of this Agreement or waiver of any of its terms will be binding on Akmetal unless clearly expressed in writing and signed by an authorized representative of Akmetal. This paragraph excludes, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade. Akmetal and Buyer expressly agree that Akmetal may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

5. **DELIVERY.** The failure to meet an indicated delivery date will not constitute a breach of this Agreement. In no event shall Akmetal be liable for any claims for labour or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), lost sales, or any other damages resulting from delay in delivery. If Akmetal's production or delivery is delayed, Akmetal may allocate production and delivery among its customers in a manner it deems reasonable. Acceptance of the Products by Buyer upon delivery shall constitute a waiver by Buyer of any claim for damages on account of delay in delivery or performance.

Furthermore, Akmetal shall not be liable for any claims caused by any delayed delivery triggered by Akmetal's implementing its own quality standards during production process.

6. **SHIPMENT AND RISK OF LOSS.** Unless otherwise stated under Akmetal's quotation, order acknowledgement or a separate written agreement, all deliveries are Ex Works (Incoterms 2010) therefore the Products shall be deemed to be delivered at the facilities of Akmetal upon the completion of the manufacturing of the Products and make the Products ready for the collection of Buyer. The delivery shall in all cases be made through Akmetal's facility freight prepaid or freight collect to destination. Unless otherwise agreed in writing, Akmetal may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. If Buyer desires to pick up the Products at Akmetal's facility, Buyer must contact Akmetal to arrange a mutually convenient time for pick up. Buyer shall indemnify and hold harmless Akmetal from and against any claims, damages or liabilities suffered by Akmetal resulting from any acts or omissions of carrier. Title to the Products and risk of loss to the Products shall pass to the Buyer at the point of shipment from Akmetal's facility, whether freight prepaid or freight collect to destination, regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be born by Buyer. Buyer shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and Buyer shall not assert such claims against Akmetal or deduct from amounts owing to Akmetal.

7. **RELEASE OF GOODS FOR SHIPMENT.** Buyer must release the Products for shipment within ten (10) days after Akmetal notifies Buyer that those items are ready for shipment. After such 10-day period, Buyer will pay a holding charge determined in good faith by Akmetal and/or Akmetal may ship the Products to Buyer without further notification. Buyer agrees to accept delivery of all shipped Products and to pay the applicable price. Akmetal has the right to sell or scrap any Products without notice to Buyer if Buyer has not released the Products for shipment within thirty (30) days after Akmetal notifies Buyer that the Products are ready for shipment, and Buyer shall be responsible for any difference between the agreed purchase price and the sale price or the scrap allowance.

8. **DELAYS AND CANCELLATIONS BY BUYER.** "Delay/Cancellation Costs" include all labour, materials, general and administrative costs, storing and stocking related charges, surcharges levied on material by outside suppliers, sub-vendor cancellation charges, excess inventory charges, value of storage space, any tax charges, banking and finance charges, scrapping and disposal fees, and other harm, costs and charges incurred directly or indirectly by Akmetal in connection with a delay or cancellation of an order for the Products.

The "Order Period" is determined according to, as applicable, the quotation, order acknowledgement or separate written and signed agreement. If there is no quotation, order acknowledgement or separate written and signed agreement, or if none of those items specifies the Order Period, the Order Period will be determined according to Akmetal's then current cancellation and order management policy. If an Order Period cannot be determined in any of the preceding methods, the entire order will be considered to be within the Order Period. Buyer is not entitled, without Akmetal's prior written consent, which may be withheld or conditioned in Akmetal's sole discretion, to cancel or delay a delivery of the Products for all or any part of an order within the Order Period. Akmetal may treat as a cancellation any proposed delay greater than 60 days. If Akmetal consents to the cancellation or delay, Buyer shall pay a cancellation or delay charge in an amount determined in Akmetal's sole discretion to reflect all applicable Delay/Cancellation Costs, including, at a minimum, a storage charge, inventory carrying costs, financing costs associated with the finished Products, work in process and raw materials, and costs of inactive labour, from the original request date until the time of delivery or performance. In the case of cancellation, the charge may also include, at Akmetal's sole discretion, a reasonable and equitable profit for Akmetal. If Akmetal's work

on an order requires material from Buyer or a third party selected by Buyer, and Akmetal does not timely receive material that strictly conforms to Akmetal's requirements, including pattern toolings, technical specifications, technical drawings, chemical composition, physical properties, Akmetal may delay performance of or cancel the order without liability, and Buyer shall compensate Akmetal for all Delay/Cancellation Costs, including for costs incurred and time expended working on non-conforming material.

9. **SPECIFICATIONS.** The material specifications, quality requirements, or any other aspect of the Products (the "Product Specifications") shall be provided under Akmetal's quotation, order acknowledgement, or separate written and signed agreement. If any of the Product Specifications in Akmetal's quotation, order acknowledgement, or separate written and signed agreement differ materially from the Product Specifications requested by Buyer, Akmetal may, in its sole discretion, require that Buyer provide a written acknowledgment and acceptance of the Product Specifications in Akmetal's quotation, order acknowledgement, or separate written and signed agreement prior to the manufacture or delivery of the Products. Buyer is not entitled, without Akmetal's prior written consent, which may be granted or withheld in Akmetal's sole discretion, to make any changes to Product Specifications in Akmetal's quotation, order acknowledgement, or separate written and signed agreement. If Akmetal consents to the change, Akmetal may condition its consent on Buyer's agreement to price adjustments and other compensating payments satisfactory to Akmetal. In addition to all other remedies available to it under applicable law, Akmetal may refuse to comply with any change to which Akmetal has not given its prior written consent.

10. **PURCHASE PRICE.** The purchase price of the Products shall be as stated in Akmetal's quotation, order acknowledgement, or separate written agreement signed by an authorized representative of Akmetal, as applicable. Unless agreed by Akmetal in writing, the purchase price does not include shipment costs. If the Products are shipped freight prepaid, the charge for freight shall be added to the invoice. Prices are based on and assume Buyer's compliance with all of the terms and conditions of this Agreement, including a promise by Buyer to purchase a particular mix of goods, a certain quantity of goods, or a certain percentage of Buyer's requirements for the goods. Akmetal may adjust prices, in its sole discretion, if the circumstances do not coincide with the foregoing assumptions. In addition, Akmetal may at any time adjust prices based on changes to energy costs, raw material costs, labour costs and exchange rates.

11. **PAYMENT TERMS.** Payment terms are provided under Akmetal's quotations or order acknowledgements, with no discount allowed on transportation charges. Interest will accrue on invoices unpaid after the net due date at the annual rate of 15% or the maximum legal contract interest rate, whichever is less.

12. **SURCHARGES; PRICE ADJUSTMENTS.** For purchases made pursuant to a separate written agreement signed by an authorized representative of Akmetal, if Akmetal announces a surcharge, such surcharge shall become effective for the Products scheduled for shipment beginning on the date set forth in Akmetal's announcement of such surcharge or, if there is no such date, immediately upon such announcement. For all other purchases, including, but not limited to, spot purchases: (i) if Akmetal announces a general price increase, such price increase shall become effective for the Products scheduled for shipment beginning on the date set forth in Akmetal's announcement of such price increase or, if there is no such date, immediately upon such announcement; and (ii) if Akmetal announces a surcharge, such surcharge shall become effective for the Products scheduled for shipment beginning on the date set forth in Akmetal's announcement of such surcharge or, if there is no such date, immediately upon such announcement.

13. **TAXES.** Prices do not include any taxes. All applicable taxes, duties, fees, assessments or other charges of any kind imposed by any state, municipal or other governmental authority which Akmetal is required to collect or pay with respect to the provision, production, sale or shipment of the Products shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Akmetal for any such payments made by Akmetal.

14. **FAILURE OF PAYMENT.** If Buyer fails to make payment in full or in part when due or refuses to pay any applicable price increases or surcharges, Akmetal shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (ii) declare all unpaid amounts for the Products delivered immediately due and payable, and (iii) withhold further deliveries. If Akmetal elects to proceed with an order after the suspension of performance, Akmetal shall have an extension of time for performance as is necessitated by the suspension. Akmetal shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products already delivered or in process. Buyer shall reimburse Akmetal for all costs of collection, including reasonable attorney's fees, incurred as a result of Buyer's failure to make payments when due.

15. **BUYER'S FINANCIAL CONDITION.** Akmetal shall have the right, by written notice, to suspend performance, terminate this Agreement, cancel any order, modify any payment terms, or require full or partial payment or adequate assurance of performance from Buyer, without liability to Akmetal, in the event of a material adverse change in the Buyer's financial condition or if reasonable grounds for insecurity arise with respect to Buyer's performance of this Agreement, evidence of which might include, among other things, (i) a default under any of Buyer's financing agreements, (ii) Buyer's inability to obtain financing, (iii) a reduction in Buyer's credit rating by a recognized rating agency, (iv) Buyer's insolvency, (v) the filing of a bankruptcy by or against Buyer (whether voluntary or involuntary), (vi) the appointment of a receiver or trustee for Buyer, (vii) the execution by Buyer of an assignment for the benefit of creditors, (viii) the failure by Buyer to make a payment to Akmetal when due, or (ix) any other event which raises reasonable doubts as to Buyer's creditworthiness. The modifications Akmetal may make to payment terms include shortening the payment period, requiring advance payment, or requiring payment of cash on delivery. Akmetal shall notify Buyer in writing of any modifications to payment terms, which may be made retroactive to include amounts then accrued but unpaid. Akmetal reserves the right to cancel Buyer's credit at any time for any reason, without notice. The foregoing remedies are in addition to Akmetal's other rights and remedies under this Agreement and under applicable laws.

16. **SET-OFF.** Akmetal shall have the right to credit toward the payment of any monies that may become due Buyer hereunder any amounts which may now or hereafter be owed to Akmetal or any of its subsidiaries or affiliates. Buyer shall pay Akmetal's invoices without discount, setoff or reduction for any reason, including asserted warranty claims or other claims of non-performance by Akmetal.

17. **LIMITED WARRANTY.** Except as expressly set forth in Akmetal's quotation, order acknowledgement or separate written and signed agreement, Akmetal makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed. At Akmetal's discretion, Buyer's sole and exclusive remedy with respect to the conformance of any products furnished by Akmetal under this Agreement shall be limited to either: (1) repairing or replacement, as

applicable, of such products at the point of shipment from Akmetal's facility, or (2) repayment of or credit against the purchase price of such Products upon authorized return thereof. In the event Akmetal has authorized Buyer to scrap all or any portion of the Products, the scrap allowance is to be credited to Akmetal. The employees and representatives of Akmetal are not authorized to make any statement or representation as to the Products inconsistent with this Agreement and no such statements made will be binding upon Akmetal or be grounds for any claim.

18. **NON-CONFORMING GOODS.** No claim for damages for non-conforming Products will be allowed unless Buyer provides Akmetal with written notice of the claim within (i) fifteen (15) days of the date the Products were delivered to Buyer, in the case of serial production or (ii) sixty (60) days of the date the Products were delivered to Buyer, in the case of other types of production. To assert such a claim, Buyer must (a) at Akmetal's request, return to Akmetal 100% or, if agreed by Akmetal, a lesser but still statistically relevant percentage of the Products claimed to be non-conforming, and (b) provide reasonable evidence to support the claim, including, if requested by Akmetal, results of diagnostic tests, evaluations and investigations performed by Buyer or Buyer's customer. Products for which damages are claimed shall not be returned, repaired, or discarded without Akmetal's prior written consent. If requested by Akmetal, the non-conforming Products must be returned to Akmetal at Buyer's expense within ten (10) days of Akmetal's request. No claims, rejections or returns for non-conforming Products will be permitted unless Buyer cooperates in full with Akmetal's technical personnel to determine the cause of the non-conformance.

19. **SHORTAGE OF GOODS OR DAMAGED GOODS.** Claims by Buyer with respect to shortage of Products invoiced or for damaged Products must be made to Akmetal in writing no later than sixty (60) days from the date the Products were delivered to Buyer. Akmetal shall revert to Buyer with its answer as soon as practically possible. All claims must be made only for substantial cause, must be in writing, and must specify the reason(s) for the claim. The failure to notify Akmetal of any claim within the time period specified by this section shall constitute a waiver of and bar such claim. Akmetal shall incur no liability for shortage or damage alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on carrier's delivery receipt which must be signed by the carrier's agent. Akmetal must be given an opportunity to investigate the claim before Buyer disposes of the Products. Any damaged Products shall not be returned, repaired or discarded without Akmetal's written permission.

20. **SPECIAL CONDITIONS SECONDARY PRODUCT SALES.** Notwithstanding anything in this Agreement to the contrary, the following special terms and conditions shall apply to all sales of non-prime and secondary products: (a) any descriptions, samples and specifications for such products are not warranted by Akmetal to be accurate or complete and Akmetal shall not be responsible for the consequences of any inaccuracies, insufficiencies or omissions in such descriptions, samples and specifications; (b) such products are sold on an "as is" basis, Ex Works (Incoterms 2010) Akmetal's facility, unless otherwise specified by Akmetal; (c) deficiencies of quality, character, size or condition shall not constitute grounds for claim against Akmetal and no such claims shall be honored; (d) Akmetal shall not in any event be liable for transportation or handling costs or for the costs of any work done or materials furnished by Buyer or anyone with respect to the products sold or for any incidental or consequential damages in contract, in tort or otherwise to Buyer or anyone else or for any injury to person or property by reason of any deficiencies or alleged deficiencies in such products or any failure or alleged failure of such products to meet applicable descriptions or specifications; (e) Buyer agrees to indemnify and hold harmless Akmetal from and against all claims, demands or actions in contract, in tort or otherwise, including the defense thereof, brought against Akmetal, whether based on an act, omission or negligence of Buyer, or act, omission or negligence of Akmetal, in connection with the manufacture, sale, or use of the products, or upon any defect in the products, whether or not caused by Akmetal, its agents or employees; and (f) Akmetal reserves the right to reject any or all bids or withdraw any products from sale. Buyer hereby acknowledges and represents that any such sales made by Buyer shall constitute separate and independent sales transactions between its customers and Buyer, thus Akmetal shall have no liability towards any of these third party customers of Buyer.

21. **TECHNICAL ADVICE.** Akmetal assumes no obligation or liability for any technical advice furnished to Buyer, including without limitation technical advice with respect to the use of the Products, all such technical advice being given and accepted at Buyer's risk. Akmetal will not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the information provided, including but not limited to any special, indirect, incidental or consequential damages including, without limitation, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), or lost sales, whether foreseeable or not, and even if Akmetal has been advised of the possibility of damages.

22. **INTELLECTUAL PROPERTY.** Nothing in this Agreement is to be construed as a grant or assignment of any license or other right to Buyer of any of Akmetal's or its affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. All improvements and developments related to the Products or the efforts of Akmetal and Buyer will be owned exclusively by Akmetal, and Buyer shall reasonably cooperate with Akmetal in confirming that result.

23. **CONFIDENTIALITY.** Any pricing or other sensitive commercial information provided by Akmetal to Buyer is proprietary to Akmetal and shall be held in confidence by Buyer, shall only be used by Buyer in connection with this sale, and shall not be used for any other purposes or disclosed to third parties without Akmetal's prior written consent. Buyer shall be liable for any loss to Akmetal or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this provision.

24. **AUDIT.** Unless otherwise agree in writing by an authorized representative of Akmetal, Buyer shall have no right to audit any books or records of Akmetal and Buyer shall have no right to enter into any facility owned or controlled by Akmetal.

25. **LIMITATION OF LIABILITY.** Akmetal's liability, whether in contract, in tort, under warranty, in negligence, or otherwise, shall not exceed the purchase price of the Products, and under no circumstances shall Akmetal be liable for any special, indirect, incidental, punitive, or consequential damages including, but not limited to, demurrage charges, costs of shipment, downtime, lost profits (whether direct or indirect), lost sales, damage to equipment, or claims of Buyer's customers or other third parties for damages or penalties, whether or not Buyer is legally obligated to pay them. Akmetal's liability hereunder shall be limited to either: (1) the obligation to repair or replace, at Akmetal's sole discretion, only those portions of the Products proven to have failed to meet in material respect the specifications on the Akmetal's quotation, order acknowledgement, or separate written and signed agreement at the time of shipment from Akmetal's facility, or (2) repayment of or credit against the purchase price of the Products. Akmetal and Buyer expressly agree to this allocation of risk and the price stated for the Products is consideration for the limitation on Akmetal's liability. This disclaimer

and exclusion will apply even if the exclusive remedy described in this section fails its essential purpose.

26. **INDEMNIFICATION.** Buyer agrees to indemnify, defend and hold harmless Akmetal, its directors, officers, employees, agents, successors and assigns from and against any and all damages, losses, expenses, costs (including without limitation reasonable attorney's and accountant's fees), claims, suits, actions, judgments or other liability asserted against or incurred by Akmetal arising out of (a) Buyer's breach of its obligations hereunder, (b) Buyer's negligence or misconduct, or (c) Buyer's misuse or misapplication of the Products or damage to the Products caused by Buyer or its employees, agents or customers.

27. **FORCE MAJEURE.** Akmetal shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; strikes or other labour disturbances regardless of whether or not Akmetal is capable of settling such strike or disturbance; mill or facility conditions; temporary or permanent mill or facility closures; equipment failure; inability to obtain fuel, material, or parts; war; acts of terrorism; sabotage; riot; delays in transportation; repairs to equipment; natural disasters; epidemics; floods; fires; action of governmental authorities (valid or invalid); severe weather conditions; accidents; explosions; failure of or inability to obtain power, raw materials, suppliers, labour, equipment or transportation; a court or administrative injunction or order; or any other contingency the non-occurrence of which was a basic assumption on which this Agreement was made.

28. **GOVERNING LAW; FORUM SELECTION.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Republic of Turkey. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Istanbul Çağlayan Courts shall have exclusive jurisdiction for any disputes which may arise out of or be related to this Agreement or the purchase or use of the Products.

29. **NON-WAIVER.** The failure of Akmetal to enforce any of the provisions of this Agreement shall not be construed as a waiver of Akmetal's right to enforce each and every provision hereof. Akmetal reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by an authorized representative of Akmetal. Akmetal's rights and remedies set forth in this Agreement are in addition to all legal and equitable rights and remedies available to Akmetal.

30. **ASSIGNMENT.** Buyer shall not assign or delegate any or all of its rights or obligations under this Agreement without the prior written consent of Akmetal, and any attempt to do so will be ineffective.

31. **SEVERABILITY.** If any provision or part of a provision of this Agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.

32. **PROPERTY AND FACILITIES.** Buyer is considered the owner of all specifically identified tooling, dies and similar items that Buyer owns and places in Akmetal's possession for the purpose of manufacturing the Products (the "Buyer Tooling"). Buyer is responsible for paying for any necessary replacements of and repairs to the Buyer Tooling. Akmetal assumes no obligation or liability with respect to the Buyer Tooling or any other property of Buyer to which Akmetal is not taking title, including tangible personal property of Buyer upon which Akmetal will be performing its manufacturing services (the "Buyer Property"). Buyer accepts all risk of loss and damage to the Buyer Tooling and Buyer Property. Akmetal is considered the owner of all tooling, dies and similar items used by Akmetal in connection with the Products other than the Buyer Tooling ("Akmetal Tooling"). Buyer acquires no interest in the Akmetal Tooling, notwithstanding any charges, amortizations or other costs included in the pricing or otherwise paid by Buyer in relation to the Akmetal Tooling.

Akmetal Metalürji Endüstrisi A.Ş.

Buyer

Signature:

Signature:

Date:

Date: