General Terms and Conditions of Deliveries and Services by Bosch Rexroth

Version: August 2026

The Terms and Conditions set out below (hereinafter: “T&C”) apply to deliveries and services provided to the customer (hereinafter: “CUSTOMER”) for a consideration by Bosch Rexroth Otomasyon San. ve Tic. A.Ş. (hereinafter: “BOSCH REXROTH”). If Software is provided via a Software-Licence Management system, the “Terms and Conditions for the Registration and Use of Services of Bosch Rexroth” shall apply additionally. For assembly and repair works, the “Additional Terms and Conditions of Service for Assembly, Corrective Maintenance and Other Services Rendered by Bosch Rexroth” shall apply additionally. These Terms and Conditions are available on https://www.boschrexroth.com/en/tr/legal-notice/ Standard business terms of the CUSTOMER shall not apply; they are hereby explicitly rejected. This applies even if, in connection with a purchase order or in other documents of the CUSTOMER, reference is made to its standard business terms and if BOSCH REXROTH does not explicitly reject them in thiscase.

1. General provisions

1.1. The meaning set out in the Preamble and in sec. 22 Definitions applies to the capitalized terms used in these T&C.

1.2. Amendments and supplements to these T&C must be made in written form.

1.3. If the CUSTOMER does not accept an offer from BOSCH REXROTH within two weeks of receipt thereof, BOSCH REXROTH has the right to revoke it.

1.4. In no case will the Customer be able to request cancellation or postponement 12 (twelve) weeks or less before the delivery date confirmed by Bosch Rexroth.

2. Delivery, delivery periods, default

2.1. The precondition for the commencement of and compliance with agreed delivery periods is the performance of CUSTOMER’s obligations to collaborate, including the punctual receipt of items to be supplied, documents, approvals, examinations, releases, compliance with the payment terms agreed, including remittance of agreed down-payments and/or opening a letter of credit. If these preconditions are not properly performed in good time, the delivery periods shall be reasonably extended, taking into account these circumstances; this does not apply if BOSCH REXROTH is solely responsible for the delay.

2.2. Unless otherwise agreed, SOFTWARE is delivered or made available for downloading in the version named in the DOCUMENTATION. The CUSTOMER is responsible for installation of the SOFTWARE. If the SOFTWARE is provided for use on a data medium or is pre-installed on TARGET HARDWARE, this might possibly not contain the version named in the DOCUMENTATION. The delivery obligation of BOSCH REXROTH shall be met by providing the actualization. The CUSTOMER is obliged to perform the actualization.

2.3. If non-compliance with the delivery periods is due to force majeure or to other disruptions for which BOSCH REXROTH is not accountable, e.g. war, terrorist attacks and acts, riots, epidemics, pandemics, natural disasters, extreme natural phenomenons, import and export restrictions, limitations in energy supply, governmental measures or official directives, including those affecting sub-suppliers, the agreed delivery periods shall be extended. This also applies to industrial action affecting BOSCH REXROTH or its sub-suppliers. This includes also difficulties to procure raw material as well as inadequate or delayed deliveries by suppliers due to force majeure.

2.4. If delivery by BOSCH REXROTH is delayed, the CUSTOMER shall, on request by BOSCH REXROTH, declare within a reasonable period of time, whether the CUSTOMER insists on delivery or whether it claims its other statutory rights pursuant to sec. 2.5, 2.6.

2.5. In the event of delayed delivery, the CUSTOMER may only revoke the contract in accordance with the statutory provisions insofar as BOSCH REXROTH is accountable for the delay.

2.6. Sec. 9 shall apply for claims for damages by the CUSTOMER in the event of delayed delivery.

2.7. If the CUSTOMER is in default of acceptance or if the CUSTOMER culpably violates its other obligations to collaborate, BOSCH REXROTH has the right to demand reimbursement of the damage incurred by BOSCH REXROTH in this respect, including other additional expenditures, in an amount equal to 0.5 % of the price of the items for delivery for each month of delay commenced, but not exceeding, on aggregate, 5 % of the price of the items for delivery. The contract parties retain the right to evidence that the costs of additional expenditures were higher or lower. Further claims due to default of acceptance shall remain unaffected.

2.8. Part deliveries and corresponding invoices are admissible unless the CUSTOMER cannot be reasonably expected to accept them.

2.9. The CUSTOMER may not refuse to accept deliveries on account of insignificant defects.

2.10 The materials ready for shipment must be received from the Bosch Rexroth warehouse within a maximum of 3 (three) business days from the date on which the notification is sent to the customer; If not received, shipment planning will be made with a counter payment. In any case, if the delivery cannot be made within 10 (ten) days due to customer reasons even though it is ready for shipment by Bosch Rexroth, Bosch Rexroth reserves the right to cancel the order.

3. Passing of risk

3.1. Delivery of the GOODS and the passing of risk are effected FCA place of dispatch of the plant supplying the GOODS (Incoterms® 2020), unless explicitly agreed otherwise. This also applies for provision of SOFTWARE per data medium or for SOFTWARE preinstalled on TARGET HARDWARE at delivery.

3.2. Alternatively, SOFTWARE is delivered and the risk passes at the election of BOSCH REXROTH either by providing the SOFTWARE per download or by transmitting the information necessary to download it.

3.3. At the CUSTOMER's request and expense, BOSCH REXROTH shall insure deliveries against the customary transport risks.

4. Retention of title

4.1. BOSCH REXROTH retains the title to the GOODS delivered until all of its claims existing and still to arise under the business relationship have been settled in full.

4.2. If maintenance and service work has to be carried out on the GOODS subject to retention of title, the CUSTOMER has to conduct such work in good time at its own expense.

4.3. Within the scope of its normal business operations, the CUSTOMER has the right to process the GOODS or to connect them with other products. The CUSTOMER transfers to BOSCH REXROTH now already joint ownership in the products thereby created, as security for the claims named in sec. 4.1. The amount of the joint ownership share is determined by the relationship between the value of the GOODS (calculated on the basis of the final invoice amount including VAT) and that of the product created by means of the processing or connection at the time of such processing or connection. The CUSTOMER shall hold the products jointly owned by BOSCH REXROTH in safekeeping free of charge as an ancillary contractual obligation.

4.4. The CUSTOMER has the right of resale the GOODS or its products subject to sec. 4.3 in its normal business operations either in exchange for immediate payment or subject to retention of title. The CUSTOMER hereby assigns to BOSCH REXROTH already all such receivables, together with ancillary rights, in full, in the event of co-ownership in proportion to the amount of the co-ownership share. The assigned receivables serve as security for the claims of BOSCH REXROTH under sec. 4.1. The CUSTOMER has the right to collect the assigned receivables as long as the CUSTOMER meets its payment obligations to BOSCH REXROTH. If the CUSTOMER is in default of payment, upon request by BOSCH REXROTH

the CUSTOMER shall indicate in writing without undue delay, to whom it has sold the GOODS or products that are owned or jointly-owned by BOSCH REXROTH and of the receivables to which the CUSTOMER is entitled from such resale. The CUSTOMER shall inform the respective debtors of the assignment and issue to BOSCH REXROTH, at its own expense, publicly-certified deeds relating to the assignment of the receivables. The CUSTOMER is not entitled to make any other dispositions of the GOODS or products owned or jointly-owned by BOSCH REXROTH or with respect to the receivables assigned to BOSCH REXROTH.

4.5. The CUSTOMER shall inform BOSCH REXROTH without undue delay of any attachments of or other impairments to the rights to the GOODS or products partly or fully owned by BOSCH REXROTH and/or to the receivables. The CUSTOMER shall bear all costs incurred in removing such third-party attachments affecting property items, in particular those arising from the provisions of this sec. 4 in respect of which BOSCH REXROTH has retained title or which it holds as security, and shall reimburse such costs if they cannot be recovered from third parties.

4.6. If the value of the security held by BOSCH REXROTH exceeds the receivables by more than 10 % on aggregate, BOSCH REXROTH shall release security to this extent at the discretion of BOSCH REXROTH.

5. Prices

5.1. The remuneration set out in a separate document or otherwise set out in the price list of BOSCH REXROTH valid at the given time, plus the statutory amount of Value Added Tax and other statutory indirect taxes, is due for payment of the PRODUCT.

5.2. Value-added tax may not be charged only in those cases where the prerequisites of a tax exemption are met. For deliveries to EU-member states the following shall apply: CUSTOMER shall without delay contribute to the proof of delivery. In particular, BOSCH REXROTH may demand a receipt of delivery including date and signature. This receipt shall demonstrate at least name and address of the PRODUCT recipient, quantity and usual commercial description of the GOODS, place and date of receipt of the PRODUCT. Additionally, CUSTOMER shall provide its value added tax identification number. If the respective verification is not given, no VAT exemption for the supplies can be granted. If the CUSTOMER does not meet its obligations, it shall reimburse the resulting VAT and any additional charges imposed on BOSCH REXROTH by the respective authorities.

5.3. In the absence of a separate agreement, the prices are FCA place of dispatch of the plant sup plying the GOODS (Incoterms® 2020) excluding packaging. If the CUSTOMER demands the taking back of packaging, a separate fee will be charged. Irrespective of an individual delivery term, place of return of the packaging will be the place of dispatch of the plant supplying the GOODS.

5.4. BOSCH REXROTH reserves the right to change the prices appropriately in the event of current cost increases after the contract is concluded, especially due to changes in wage costs, e.g. due to collective bargaining agreements, or changes to the price of materials, which were not foreseeable for costing, insofar as BOSCH REXROTH is not accountable for the cause thereof. These shall be evidenced to the CUSTOMER on request.

5.5. Insofar as deliveries of spare parts and return deliveries of repaired GOODS are not covered by liability for defects as to quality in accordance with sec. 8, a reasonable flat rate shall be charged for postage and packaging in addition to the remuneration for the service rendered by BOSCH REXROTH.

6. Payment terms

6.1. Unless otherwise agreed in writing, all the invoices of BOSCH REXROTH shall be paid within 30 days of receipt at the latest, without any deductions being made, by means of cashless remittance to a bank account indicated by BOSCH REXROTH.

6.2. BOSCH REXROTH may, however, make delivery conditional upon contemporaneous payment (e.g. by cash on delivery or direct debit from a bank) or upon payment in advance.

6.3. BOSCH REXROTH has the right to credit payments against the oldest outstanding account receivable.

6.4. If the time limit for payments is exceeded, BOSCH REXROTH has the right to charge default interest in an amount of nine percentage points above the base rate of interest. The right to claim further damage is reserved.

6.5. If the CUSTOMER is in default of payment, BOSCH REXROTH has the right to demand immediate payment of all accounts receivable under the business relationship which are due and certain. Further, BOSCH REXROTH then also has the right to perform outstanding deliveries only in return for advance payment or provision of security. This right is not excluded by deferral of payment.

6.6. The CUSTOMER only has the right to offset counterclaims and withhold payments insofar as counterclaims are undisputed, legally binding or, after becoming lis pendens, are ready for a decision.

7. Complaints and notifications of defects

7.1. Complaints shall be notified by the CUSTOMER in writing without undue delay, no later than 15 days after delivery of the PRODUCT. Other defects shall be notified by the CUSTOMER in writing without undue delay after discovery thereof. The authoritative date is always the date of receipt of the complaint notice by BOSCH REXROTH. The complaint notice shall contain a description of the defect and/or, in the case of SOFTWARE, the time when the defect occurred and the detailed circumstances. Claims on account of defects are excluded if the defect is not notified in good time.

7.2. If the notification of a defect is unjustified, BOSCH REXROTH has the right to demand that the CUSTOMER reimburse the expenditures incurred by BOSCH REXROTH unless the CUSTOMER demonstrates that it was not at fault with regard to the unjustified defect notification.

8. Defects as to quality/defects of title

8.1. Only the description of the PRODUCT provided by BOSCH REXROTH prior to conclusion of the contract or agreed in a separate document (e.g. in the DOCUMENTATION or catalogue) is decisive for the quality of the PRODUCT. This shall especially encompass its IT-security features. The details contained therein shall solely be understood as performance specifications and not as guarantees. A guarantee is only given if it has been explicitly designated as such by BOSCH REXROTH in writing prior to conclusion of the contract. No further quality is owed, and, in particular, nor does it ensue from public statements or advertising by distribution partners of BOSCH REXROTH. BOSCH REXROTH is not obliged to provide any services which go beyond the liability for defects.

8.2. Claims for defects as to quality become statute- barred in twelve months. This does not apply if longer limitation periods are stipulated by law.

8.3. The limitation period for defects as to quality commences

i. for PRODUCTs for motor vehicle and motor equipment: at the time when the PRODUCTs are brought into use, i.e. in the event of original equipment, when first registered, in the other cases, when installed, however no later than six months after delivery of the PRODUCT (passing of risk);

ii. in all other cases: upon delivery (passing of risk).

8.4. If a defect as to quality occurs during the limitation period, BOSCH REXROTH can cure the defect at its own discretion by remedying the defect or supplying a defect-free PRODUCT. A defect in SOFTWARE can be remedied at the discretion of BOSCH REXROTH by means of update/patch/bug- fix/upgrade or by indicating a workaround; the latter only insofar as this is reasonably acceptable for the CUSTOMER, taking account of the effects of the defect and the circumstances of the work- around solution indicated. Sec. 2.2 shall apply mutatis mutandis.

8.5. If so required by BOSCH REXROTH, the objected GOODS shall be sent for repair to BOSCH REXROTH or to the closest customer service
https://www.boschrexroth.com/tr/tr/servis/ unit recognized by BOSCH REXROTH for the respective product area.

8.6. In the event of cure, the limitation period shall recommence with respect to the cured part. These claims for defects shall become statute-barred no later than after expiry of twice the

limitation period, starting from the date of first delivery of the PRODUCT.

8.7. If the cure should fail, the CUSTOMER can, irrespective of any claims for DAMAGES in accordance with statutory provisions, revoke the contract or reduce the remuneration.

8.8. Claims by the CUSTOMER based on the expendi-tures necessary for the purpose of the cure, in particular costs of transport, transportation, labour and materials, are determined by the statutory provisions. They are excluded, however, insofar as the expenditures are increased because the PRODUCT is retrospectively moved to a location different from the original place of performance. The expenditures necessary for cure shall be borne by BOSCH REXROTH to a degree which is in reasonable proportion to the value of the thing in defect-free condition, to the significance of the defect and/or to the possibility of obtaining a cure in a different manner; costs in excess of this shall be borne by the CUSTOMER.

8.9. There are no claims for cure in the event of an only insignificant deviation from the agreed qual-ity or in the event of only insignificantly impaired usability. Further rights remain unaffected by this.

8.10. The following do not constitute defects as to quality:

i. Natural wear and tear;

ii. Qualities of the PRODUCT or damage caused to or by the PRODUCT after the passing of risk as a result of improper handling, storage or installation, or non-compliance with installation and handling regulations, or excessive strain or use, or unsuitable operating resources, commissioning or maintenance;

iii. Qualities of the PRODUCT or damage caused to or by the PRODUCT by force majeure, particular external influences not foreseen under the contract, or due to the use of the PRODUCT outside the use foreseen under the contract or customary use, and, in the case of SOFTWARE, by virus contamination;

iv. Changes to the PRODUCT by the CUSTOMER or other third parties, unless the defect is not in causal connection with the change;

v. Faults in the SOFTWARE caused by application errors by the CUSTOMER and which could have been avoided had the DOCUMENTATION been consulted carefully; application errors are also deemed to be inexistent or inadequate back-up measures pursuant to sec. 20.7 which would have avoided loss of data;

vi. Errors which are based on the SOFTWARE being used in an operating environment other that approved by BOSCH REXROTH or due to faults in the TARGET HARDWARE, the operating system or the software of other manufacturers.

8.11. BOSCH REXROTH is not liable for the quality of the PRODUCT which is based on the design or choice of material, if the design or the material was stipulated by the CUSTOMER.

8.12. With respect to SOFTWARE which the CUSTOMER or a third party expanded or changed via an interface intended for this by BOSCH REXROTH, BOSCH REXROTH is only liable for the defects occurring up to the interface. The CUSTOMER shall indemnify BOSCH REXROTH in this respect from any claim raised by third parties, regardless of the statutory basis for the claim.

Unless agreed otherwise, it is the CUSTOMER's responsibility to, by choosing adequate technical and/or organizational measures, ensure the IT-security of its systems when integrating or using the PRODUCT taking into consideration the technical nature of the PRODUCT.

8.13. The CUSTOMER shall only have statutory recourse claims against BOSCH REXROTH to the extent that the CUSTOMER has not reached any agreements or agreed on goodwill regulations with its customers exceeding the statutory claims for defects.

8.14. The CUSTOMER shall provide BOSCH REXROTH, or a third party obligated to perform the warranty, with the time and opportunity necessary to execute the warranty work. The CUSTOMER only has the right to conduct such work itself if BOSCH REXROTH gives its consent.

8.15. The liability of BOSCH REXROTH to compensate for DAMAGES due to defects as to quality is further governed by sec. 9. Further claims by the CUSTOMER or claims of the CUSTOMER based on defects as to quality other than those covered by this sec. 8 are excluded.

8.16. The provisions of this sec. 8 shall apply accordingly to defects of title which are not based on an infringement of third-party rights pursuant to sec. 10.

9. Claims for DAMAGES

9.1. BOSCH REXROTH shall be liable for DAMAGES based on a violation of contractual or non-contractual obligations only

i. in the event of intent or gross negligence;

ii. in the event of a negligent or intentional injury to life or limb or health;

iii. on account of provision of a guarantee of quality or durability;

iv. in the event of a culpable violation of material contractual obligations; such contractual obligations shall be deemed material which, when performed, enable the proper execution of the contract altogether and which the CUSTOMER may regularly rely on compliance with;

v. on account of mandatory liability pursuant to the applicable Product Liability legislation ; or

vi. on account of other mandatory liability.

9.2. The liability for DAMAGES of sec. 9.1 iv by a violation through simple negligence shall be limited to the amount of damage typical of the contract and foreseeable at the time when the contract was concluded. This applies accordingly for DAMAGES caused by persons engaged in the performance of an obligation of BOSCH REXROTH by simple negligence. The amount of DAMAGES typical of the contract and foreseeable, based on violations of obligations by BOSCH REXROTH, shall be restricted to five percent (5%) of the amount to be paid by the CUSTOMER to BOSCH REXROTH under the relevant purchase order with respect to which the liability arose.

9.3. In case of SOFTWARE, BOSCH REXROTH shall not be liable in particular for DAMAGES incurred by the CUSTOMER due to a failure to back-up data in accordance with sec. 20.7 or due to incorrect operation or to usage not in compliance with the designated purpose.

9.4 Any liability for DAMAGES beyond that provided for in sec. 9 is excluded – regardless of the legal nature of the claim established.

9.5. Insofar as the liability for DAMAGES by BOSCH REXROTH is excluded or reduced, this also applies to the personal liability for DAMAGES of the employees, representatives and of persons engaged in performance of an obligation.

10. Property rights and copyrights

10.1. BOSCH REXROTH shall be liable for claims resulting from an infringement of PROPERTY RIGHTS, if at least one PROPERTY RIGHT from the property rights family has been published by the Turkish Patent Institute.

10.2. The preconditions of a liability according to sec.

10.1 are that

i. the PROPERTY RIGHT is not or was not owned by the CUSTOMER or by an affiliated company and

ii. the CUSTOMER is not accountable for the infringement of PROPERTY RIGHTS.

10.3. Claims by the CUSTOMER are excluded if the PRODUCT was produced in accordance with the specifications or instructions of the CUSTOMER or if the (alleged) infringement of the PROPERTY RIGHT derives from use in interaction with another product not originating from BOSCH REXROTH or if the PRODUCT is used in a way which was not foreseeable for BOSCH REXROTH.

10.4. The claims against BOSCH REXROTH under this sec. 10 are subject to the condition that the CUSTOMER

i. informs BOSCH REXROTH without undue delay of the third-party claims raised,

ii. provides BOSCH REXROTH with a copy of all respective correspondence with the claimant and courts without undue delay after receipt thereof,

iii. provides BOSCH REXROTH with the information required to defend against the claim,

iv. on request of BOSCH REXROTH, confer to BOSCH REXROTH the exclusive right to steer the conduct of the legal action by the CUSTOMER and the right to make the final decision on reaching any judicial or out-of-court settlements and

v. supports BOSCH REXROTH to an appropriate degree in averting third-party claims.

10.5. If the CUSTOMER is ordered to cease the use of the PRODUCT or of a part thereof either by a final and absolute court judgment or if an preliminary injunction is served on the CUSTOMER, then in order to remedy the rights' infringement BOSCH REXROTH shall, at its discretion, either obtain for the CUSTOMER the right to continue to use the PRODUCT, or replace or modify the PRODUCT whilst upholding the agreed functionalities. If the aforementioned alternatives cannot be realized by BOSCH REXROTH subject to reasonable conditions, both parties have the right to revoke the contract. Insofar as can be reasonably expected of the CUSTOMER, the revocation shall only be to the extent required to rectify the infringement of rights. BOSCH REXROTH reserves the right to take any of the measures provided by this sec. 10.5, sentence 1, if the infringement of PROPERTY RIGHTS is not finally asserted or acknowledged by BOSCH REXROTH.

10.6. The obligation of BOSCH REXROTH to pay DAMAGES in the event of an infringement of PROPERTY RIGHTS is otherwise governed by sec.9.

10.7. Secs. 8.2, 8.3 and 8.6 shall apply accordingly to the statute of limitation of claims based on an infringement of PROPERTY RIGHTS.

10.8. Further and other claims than those regulated in this sec. 10 by the CUSTOMER based on infringements of third party PROPERTY RIGHTS are excluded.

11. Revocation

11.1. In the event of breach of contract by the CUSTOMER, in particular in the event of default of payment, BOSCH REXROTH has the right, notwithstanding its other contractual and statutory rights, to revoke the contract after expiration of an appropriate additional grace period.

11.2. BOSCH REXROTH has the right to revoke the contract without setting an additional a grace period if

i. the CUSTOMER has ceased its payments;

ii. there is or threatens to be a significant deterioration in the financial circumstances of the CUSTOMER and, as a result, performance of a payment obligation to BOSCH REXROTH is jeopardized;

iii. the CUSTOMER has applied for insolvency proceedings or comparable debt settlement proceedings to be opened with respect to its assets; or

iv. the CUSTOMER meets the criteria of insolvency or over-indebtedness.

11.3. After BOSCH REXROTH declares the revocation of the contract, the CUSTOMER shall permit BOSCH REXROTH or an agent of BOSCH REXROTH to access the GOODS subject to retention of title without undue delay and shall surrender them. After corresponding notification given in good time, BOSCH REXROTH may otherwise realize the GOODS subject to retention of title pursuant to sec. 4 to satisfy the receivables of BOSCH REXROTH due from the CUSTOMER.

11.4. The CUSTOMER shall erase all data media, copies of the SOFTWARE, including the back-up copies pursuant to sec. 19.2, and the DOCUMENTATION provided for use, or destroy these and confirm this in writing to BOSCH REXROTH on request. The same shall apply in the

event of a subsequent supply pursuant to sec. 8.4.

11.5. Statutory rights and claims are not restricted by the provisions contained in this sec.11.

12. Export control

12.1. The CUSTOMER hereby accepts, declares and undertakes to comply with all applicable export and re-export control laws and sanctions regulations, including but not limited to those of the Federal Republic of Germany, the European Union, the United States (US re-export), the United Nations, Türkiye and the country in which its customers are located, in connection with the export or re-export of Products supplied by Bosch Rexroth (including hardware and/or software and/or technology and/or related documentation, irrespective of the form of supply) to third parties domestically or abroad, or the export or re-export of services provided by Bosch Rexroth and its facilities, including any technical assistance.

In the event of any breach of this section, the CUSTOMER shall indemnify and hold Bosch Rexroth harmless from any resulting liability or damage and shall promptly compensate such damage upon request. Furthermore, in the event of any breach of this section, Bosch Rexroth may suspend deliveries to the CUSTOMER and/or terminate the Agreement for cause.

12.2. The delivery period is suspended in the event of delays due to export examinations or approval processes unless BOSCH REXROTH is accountable for this.

12.3. The CUSTOMER undertakes to furnish all the information and documents required for the delivery purpose, for the export or movement of the PRODUCTs to be supplied in accordance with the contract, unless this lies in the sphere of influence of BOSCH REXROTH.

12.4. In the event of revocation pursuant to sec. 12.1, the CUSTOMER's right to claim compensation or to claim further rights on account of the revocation is excluded.

12.5. When the PRODUCTS supplied by BOSCH REXROTH (including technology and the corresponding documents, irrespective of the manner in which they are made available) and works and services rendered by BOSCH REXROTH (including technical support of all kinds) are handed over, transferred or provided for use in any other way to third parties nationally or internationally, the CUSTOMER shall comply with the respectively ap plicable provisions of national and international (re) export control law.

12.6 Any items (goods, software and technology) and/or technical assistance (services and training) supplied or provided by BOSCH REXROTH shall not, directly or indirectly, be sold, supplied, transferred or re-exported to Iran, Syria, Afghanistan, Russia, Belarus and/or the Donetsk, Luhansk, Kherson and Zaporizhzhya oblasts of Ukraine currently occupied by Russia, and/or Crimea (collectively, the "Covered Regions"), nor be used in any of the Covered Regions.

13. Confidentiality

13.1. All the CONFIDENTIAL INFORMATION originating from BOSCH REXROTH shall be kept secret from third parties and may be made available only to those persons in the CUSTOMER's own operations who have a need to know the respective information for performance of the purpose of the contract and who are similarly committed to confidentiality. The respective CONFIDENTIAL INFORMATION shall remain the exclusive property of BOSCH REXROTH. CONFIDENTIAL INFORMATION may not be duplicated or used commercially without the prior consent of BOSCH REXROTH in writing. Upon request of BOSCH REXROTH, all CONFIDENTIAL INFORMATION originating from BOSCH REXROTH (if applicable, inclusive of any copies or records made) and loaned items which contain CONFIDENTIAL INFORMATION shall be returned to BOSCH REXROTH or fully destroyed without undue delay.

13.2. The obligation to uphold secrecy pursuant to sec.

13.1 does not apply to CONFIDENTIAL INFORMATION which

i. were already in the lawful possession of the CUSTOMER before being handed over by BOSCH REXROTH;

ii. the CUSTOMER lawfully received from third parties without any secrecy obligations;

iii. are disclosed to third parties by BOSCH REXROTH without any conditions regarding secrecy;

iv. are developed by the CUSTOMER itself independently of the information received;

v. have to be disclosed by law; or

vi. are disclosed by the CUSTOMER with the prior written consent of BOSCH REXROTH.

13.3. BOSCH REXROTH reserves all rights to the CONFIDENTIAL INFORMATION named in sec.13.1.

14. Reverse Engineering

14.1. Without prior consent of BOSCH REXROTH, the CUSTOMER may not undertake any observation, examination, back engineering or testing (so- called reverse engineering) of a PRODUCT provided for use by BOSCH REXROTH.

14.2. Additionally to sec. 14.1., with respect to SOFTWARE, the CUSTOMER is not entitled, subject to sec. 18.1, to process, change, reverse engineer, decompile or disassemble the program code thereof of parts therefrom or to otherwise establish the source code or to produce works derived from the SOFTWARE.

15. Data use and data protection

15.1. BOSCH REXROTH shall have the right, insofar as is permitted by law, to store, use, transfer and/or exploit all the information contributed and created by the CUSTOMER in connection with the SOFTWARE, except for personal data, beyond the purpose of the contract for any purposes such as, for example, statistical, analytical and internal purposes. This right shall be unlimited and irrevocable.

15.2. Insofar as personal data is processed, BOSCH REXROTH complies with the statutory data protection regulations. In this case, the details relating to the data collected and the respective processing thereof are set out in the https://www.boschrexroth.com/tr/tr/kisisel-verilerin-korunmasi/.

15.3. Product Data and Connected Services

Some delivered PRODUCTS or services connected therewith may generate, record, process, or transmit technical, operational, performance, or similar data to BOSCH REXROTH/Bosch systems during use.

Such data, as well as access to, use, sharing, or transfer of this data to third parties, shall be subject to applicable legislation, technical capabilities, information security requirements, confidentiality obligations, rules on the protection of personal data, the protection of trade secrets, and technical terms specific to the respective PRODUCT or service.

The CUSTOMER's requests regarding access to or sharing of data generated by the PRODUCT during use shall be evaluated within the framework of product- or service-specific documentation, technical specifications, separate agreements, and/or processes determined by BOSCH REXROTH, if any.

Unless otherwise expressly agreed, reference, configuration, or similar product/service support data transmitted via catalogs, technical specifications, product specifications, documentation, or API connections shall not be deemed as data generated by the PRODUCT during use under this article; such data transfers shall be subject to the relevant separate agreement, documentation, or technical regulations.

These T&C (Terms and Conditions) do not constitute an independent commitment on the part of BOSCH REXROTH to provide a specific data set, to present it in a specific format, to provide continuous or real-time access, to establish an API or similar connection, or to guarantee a specific level of integration, without prejudice to rights arising from applicable mandatory legislation.

16. Miscellaneous provisions

16.1. If a provision should be or become ineffective, the effectiveness of the remainder of the provisions shall remain unaffected hereby. In this case, the ineffective provision shall be replaced by an admissible ruling approximating most closely the economic purpose of the original, ineffective provision. This shall apply accordingly to any gaps of the T&Cs.

16.2. The courts of İstanbul (Çağlayan) shall have jurisdiction and venue.

16.3. Solely Turkish law shall apply to all legal relations between BOSCH REXROTH and the CUSTOMER, excluding the conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be explicitly excluded.

16.4. These T&Cs are available and binding in both, Turkish and English language. In case of discrepancies the Turkish version shall prevail.

Additional conditions for SOFTWARE

17. Subject matter of the license/SOFTWARE

17.1. The description of the SOFTWARE is set out in the DOCUMENTATION which the CUSTOMER will be provided with on request before entering into the contract.

17.2. The SOFTWARE comprises, as far as feasible, the executable program code and the corresponding DOCUMENTATION in electronic form, and installation instructions unless the SOFTWARE self- installs. Subject to sec. 18.1, the source code does not form part of the subject matter of the contract.

18. FOSS

18.1. The SOFTWARE may contain FOSS. The CUSTOMER will be provided with an up-to-date list of the FOSS contained and the corresponding applicable FOSS license terms upon request before entering into the contract, however at the latest, when the SOFTWARE is delivered. If the SOFTWARE contains a FOSS component, CUSTOMER's dealing with such FOSS component shall be primarily governed by the corresponding FOSS license, with which CUSTOMER obliges to comply.

18.2. BOSCH REXROTH reserves the right to, over the course of actualizations (including updates, upgrades, respectively patches or bugfixes) or a new version, introduce new or updated FOSS into the

SOFTWARE. The corresponding FOSS license(s) will be provided at the latest with the delivery of the actualization. Furthermore, sec. 18.1. shall apply accordingly.

18.3. FOSS included in the SOFTWARE has no impact on the sales price of the SOFTWARE and thus will be provided without license fee or any other monetary compensation.

18.4. Beyond the fulfillment of its own license obligations stemming from included FOSS, BOSCH REXROTH does not render any support services that serve the fulfillment of the CUSTOMER's license obligations stemming from included FOSS.

18.5. If software products are also made available from third-party providers and these are not to be regarded as FOSS, BOSCH REXROTH reserves the right to transfer them subject to the corresponding exclusive terms and conditions of the third- party provider. These software products may solely be used in connection with the PRODUCT.

19. Rights of use

19.1. Upon delivery of the SOFTWARE, the CUSTOMER shall be given the non-exclusive right, unlimited in time, to use the SOFTWARE in accordance with the respective LICENSE TYPE and in compliance with the specifications of the DOCUMENTATION pursuant to these T&C. The use is only permitted in the agreed countries of destination. In the absence of an explicit agreement, this is the country in which the CUSTOMER has its administrative seat.

19.2. The CUSTOMER may prepare and use back-up copies of the SOFTWARE. Back-up copies must be marked as such and be marked with the copyright notice of the original SOFTWARE as far as is possible. The CUSTOMER is also bound to these T&C with respect to its use of the back-up copy.

19.3. The CUSTOMER may only engage third parties to conduct the measures in compliance with sec.

19.2 which are not competitors of BOSCH REXROTH, unless the CUSTOMER demonstrates that the risk of divulging important CONFIDENTIAL INFORMATION of BOSCH REXROTH is excluded.

19.4. If BOSCH REXROTH provides the CUSTOMER with updates (including upgrades, updates and/or patches or bugfixes) and/or a new version of SOFTWARE, these are also subject to the terms of these T&C, except to the extent that they are part of a separate agreement. Once the new SOFTWARE version has been installed, the CUSTOMER's rights to the previous version shall end after a transition phase of one month. Sec. 11.4 shall apply in the event of the SOFTWARE being returned.

19.5. The CUSTOMER may not grant sub-licenses. The CUSTOMER may, however, transfer the granted right of use to third parties, whilst discontinuing its own use, upon fulfillment of the following conditions:

i. If the SOFTWARE was acquired together with a TARGET HARDWARE device, the SOFTWARE may only be passed on to third parties for use in connection with this TARGET HARDWARE. This applies to floating licenses (sec. 22.5iii), subject to the condition that they may only be transferred to third parties by the CUSTOMER if they are transferred in total and, if applicable, together with each TARGET HARDWARE device which the SOFTWARE may be used on.

ii. The CUSTOMER shall ensure that the third party is not granted any further rights of use to the SOFTWARE than those to which the CUSTOMER is entitled under these T&C and that at least those obligations arising from these T&C with respect to the SOFTWARE are imposed on the third party. In the event of a right of use being transferred to a third party, the CUSTOMER is obliged to surrender to the third party all the copies supplied to or created by the CUSTOMER or to erase them. If the CUSTOMER transfers its right to use the SOFTWARE, the CUSTOMER shall also hand over the DOCUMENTATION to the third party.

19.6. All further rights to the SOFTWARE that are not explicitly granted, also including, in particular, all rights to the trademark and to other intellectual property in the SOFTWARE shall remain with BOSCH REXROTH. Designations of the SOFTWARE, in particular copyright notices, trademarks, serial numbers and the like may not be removed, changed or obliterated.

20. Obligations of the CUSTOMER to collaborate and provide information

20.1. The CUSTOMER is responsible for its hardware and software environment being compliant with the system requirements of the SOFTWARE; in case of doubt, the CUSTOMER shall obtain advice from BOSCH REXROTH and/or from specialist third parties before entering into the contract.

20.2. The SOFTWARE may be used to influence or control an electronic system. Therefore, taking into account the relevant risk analysis, the SOFTWARE may be operated and, if necessary, installed solely by qualified specialist personnel.

20.3. The CUSTOMER shall inform BOSCH REXROTH of possible errors in the SOFTWARE without undue delay. In this context, the CUSTOMER shall provide all necessary information at the request of BOSCH REXROTH. The CUSTOMER shall permit BOSCH REXROTH to access the SOFTWARE in order to troubleshoot and rectify such errors; at the election of BOSCH REXROTH, such access shall be provided either on-site or by remote access.

20.4. The CUSTOMER shall secure the SOFTWARE against being accessed by unauthorized third parties by taking suitable measures, in particular storing all the back-up copies of the SOFTWARE and the DOCUMENTATION in a safe place.

20.5. BOSCH REXROTH has the right to examine whether the SOFTWARE is being used in compliance with the LICENSE TYPE. To this end, BOSCH REXROTH may require information from the CUSTOMER and inspect the books and documents, including the CUSTOMER's hardware and software environment, insofar as, as a result, details can be obtained on the extent of usage of the SOFTWARE. To this end BOSCH REXROTH shall be granted access to the CUSTOMER's

business premises during normal working hours after having given advance notification of at least two weeks. The CUSTOMER shall ensure, to an extent that can be reasonably expected, that the audit can be conducted by BOSCH REXROTH and shall collaborate in the audit. BOSCH REXROTH shall use all the information it acquires during the audit only for vetting compliance with the LICENSE TYPE. The CUSTOMER may demand that the audit be conducted on site by an agent of BOSCH REXROTH committed to professional secrecy. The costs of the audit shall be borne by BOSCH REXROTH unless the audit reveals that there is a SHORTFALL IN LICENSE COVER. In this case the CUSTOMER shall bear the costs of the audit.

20.6. In the event of a SHORTFALL IN LICENSE COVER, the CUSTOMER shall pay the unpaid remuneration on the basis of the valid general price list for comparable services at the time when the shortfall is discovered plus liquidated damages in an amount equal to 10 % of the value of the SHORTFALL IN LICENSE COVER. The CUSTOMER may evidence that the damage was lower. In addition, the CUSTOMER shall discontinue every SHORTFALL IN LICENSE COVER without undue delay.

20.7. The CUSTOMER shall take reasonable precautions in case the SOFTWARE fails to work properly either in whole or in part (e.g. by means of daily data back-up, malfunction diagnosis, regularly examining the data processing results). Unless the CUSTOMER explicitly indicates otherwise in advance, BOSCH REXROTH may assume that there has been a back-up of all data of the CUSTOMER which BOSCH REXROTH can come into contact with.

21. ENGINEERING SOFTWARE

21.1. The information and graphical representations stored in the ENGINEERING SOFTWARE serve solely to describe the respective PRODUCTs and lose their validity when the PRODUCTs represented there and/or the corresponding technical DOCUMENTATION are/is changed, at the latest, however, when a new version of the ENGINEERING SOFTWARE is issued. The information and graphical representations stored in the ENGINEERING SOFTWARE are not intended for any constructional or development purposes independent from PRODUCTS.

21.2. ENGINEERING SOFTWARE does not verify the generated results on the accuracy of the calculation or of the software generated or changed and/or to its executability and suitability for application. The responsibility for the selection and dimensioning and/or configuration of PRODUCTS and/or for the software generated or changed with the help of the ENGINEERING SOFTWARE therefore lies solely with the CUSTOMER. A PRODUCT order is placed solely on the basis of the catalogue details and of the DOCUMENTATION belonging to the PRODUCT.

21.3. If and insofar as a copyrighted material is created for the CUSTOMER as a result of changing/generating software by using ENGINEERING SOFTWARE or if the CUSTOMER applies for/acquires a PROPERTY RIGHT based on the above change/creation, the CUSTOMER shall notify BOSCH REXROTH thereof without undue delay and grant to BOSCH REXROTH a non-exclusive, irrevocable license unlimited as to time and free of charge, which also confers upon BOSCH REXROTH the right to grant sub-licenses; with regard to PROPERTY RIGHTS the CUSTOMER shall grant a license to BOSCH REXROTH in a separate contract subject to customary market conditions.

22. Definitions

22.1. DOCUMENTATION: All the information necessary to be able to work with the SOFTWARE in accordance with the designated purpose.

22.2. ENGINEERING SOFTWARE: SOFTWARE with which certain PRODUCTs can be selected, calculated, dimensioned and/or configured and/or a toolbox comprising SOFTWARE components and development environment to support the CUSTOMER when creating/changing software.

22.3. FOSS: Free and Open Source SOFTWARE and third-party software under a royalty-free license.

22.4. CONFIDENTIAL INFORMATION: Information marked by BOSCH REXROTH as

being “confidential” or which are otherwise to be considered as confidential.

22.5. LICENSE TYPE: Determines the scope of the SOFTWARE use and the number of users. BOSCH REXROTH distinguishes between the following LICENSE TYPES:

i. Single/work station license: the SOFTWARE may be used on one single TARGET HARDWARE device.

ii. Volume/multiple/multi license: a specific number of individual licenses.

iii. Network/server/copy or floating license: the SOFTWARE may be installed on a network server and/or on any number of TARGET HARDWARE devices incorporated into the local network. In this case the SOFTWARE may only be used simultaneously on a certain number of TARGET HARDWARE devices and/or workstations.

iv. Corporate license: the SOFTWARE may be used at the agreed establishments of the CUSTOMER’s undertaking.

22.6. SHORTFALL IN LICENSE COVER: Use of the SOFTWARE beyond the agreed right of use.

22.7. PRODUCT: GOODS and/or SOFTWARE.

22.8. DAMAGES: Damages and reimbursement of futile expenditure.

22.9. PROPERTY RIGHT: Industrial PROPERTY RIGHT or third-party copyright.

22.10. SOFTWARE: Either stand-alone software contained in the scope of delivery from BOSCH REXROTH or software flashed onto GOODS or TARGET HARDWARE.

22.11. GOODS: Material items for delivery contained in the scope of delivery of BOSCH REXROTH.

22.12. TARGET HARDWARE: GOODS or a customer device on which the SOFTWARE is installed.