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1.ORDER:

(a) In addition to the terms and conditions specified in the Purchase Order and the annexes, if any, sent by ASELSAN SİVAS to the bidder ("SELLER"), the terms and conditions set forth in this document constitute the terms and conditions of the order given to the SELLER by ASELSAN SİVAS (In addition to the terms and conditions stated in the Purchase Order and its annexes, the terms and conditions set forth in this document shall hereinafter be referred to as "PO").

(b) PO shall enter into force, (i) upon the written confirmation of the order in accordance with the provisions of Article 1 (c) and (ii) if requested in PO, by giving a letter of guarantee in the format and conditions specified in SE by the SELLER ("Order Date"). If not otherwise agreed in PO, PO shall terminate with the acceptance by ASELSAN SİVAS in accordance with Article 2 of the materials and services agreed and undertaken by the SELLER to be delivered/performed in accordance with this PO and its annexes, if any, or, if a warranty period is foreseen in SE, all of the materials and services in question are at the end of the warranty period specified in Article 9 (whichever occurs later) ("Order Period"). The materials and services that the SELLER has agreed and undertaken to deliver / perform in accordance with the provisions of this PO and its annexes, if any, shall be collectively referred to as "Works" or individually as "Materials" and "Services" separately, the term "Work" shall mean any of these Works.

(c) The SELLER, when an order is placed within the option period of his offer, is obliged to confirm the PO in writing within 10 (ten) days following the date when PO is notified to the SELLER and, if requested in PO, to submit the final guarantee letter to ASELSAN SİVAS within 5 (five) days from the end of the 10 (ten) days written confirmation period stated above. ASELSAN SİVAS; in case the SELLER does not confirm the PO in writing within 10 (ten) days following the date when the PO is notified to the SELLER, or in case the final guarantee letter requested in PO is not submitted to ASELSAN SİVAS within 5 (five) days from the end of the written confirmation period of 10 (ten) days by the SELLER, reserves the right to cancel PO without any liability to the SELLER, provided that all his rights arising from the law are reserved.

(d) SELLER confirming PO and/or, if it is requested in PO, submitting the final guarantee letter to ASELSAN SİVAS and / or accepting a payment made by ASELSAN SİVAS under PO and / or starting work, shall mean that the terms and conditions in PO are accepted by the SELLER unconditionally. The conditions offered by the SELLER that are different or additional to the conditions in PO or added to the order confirmation by the SELLER shall not be valid unless they are accepted by ASELSAN SİVAS in writing.


(e) PO and its Annexes, if any, if not otherwise specified in PO, supersede the general conditions of sale of the SELLER and all previous written / verbal commitments, proposals, negotiations, communications, reconciliations and agreements relating to the Works.

(f) ASELSAN SİVAS may change the requirements under PO at any time. In this case, the SELLER shall act immediately. The effect of the change on the price and / or delivery schedule is decided by the parties. Any changes on PO shall be made in writing and will not be valid unless signed by the authorities of the parties.

2. INSPECTION AND ACCEPTANCE:

(a) Inspection and acceptance of the Works delivered / performed by the SELLER shall be carried out by ASELSAN SİVAS officials at the facilities of ASELSAN SİVAS specified in PO unless otherwise specified in PO. Unless otherwise specified in PO or different principles are not included, material type numbers,

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revisions, documents, standards and other papers / documents submitted with PO shall be accepted as the basis of the inspection. If the SELLER hesitates due to a contradiction in these documents, he must immediately apply to ASELSAN SİVAS and ask for a written explanation. According to the provisions of PO and its annexes, the inspection report to be issued by ASELSAN SİVAS officials is final and binding on the parties.

(b) ASELSAN SİVAS reserves the right to reject the Works partially or completely, if the delivered / performed Works are not found to comply with the PO requirements. The Rejected Works, without prejudice to the provisions of Article 8 and other rights of ASELSAN SİVAS, shall be determined by ASELSAN SİVAS and shall be brought in compliance with the qualities and shall be replaced with the appropriate ones and submitted for re-inspection within the period to be notified to the SELLER at the cost of the SELLER

(c) In the event that the works are rejected as a result of the inspections and the delivery / performance cannot be carried out at the time specified in the PO, the provisions of Article 8 shall apply from the date of delivery / performance specified in the PO.

(d) ASELSAN SİVAS, at its discretion, has the right not to accept the entire delivery party until the rejected Works are made suitable for the qualities and approved by ASELSAN SİVAS.

(e) In case of rejection for the second time of the Works submitted for re-inspection as a result of the rejection, ASELSAN SİVAS has the right (i) to apply the provisions of Article 12 (a) and (c) or (ii) without prejudice to the right of termination according to the provisions of Article 12 (a) and (c) of PO and all kinds of claims and lawsuits regarding damages and losses arising from both the termination of PO and the delay in the performance of the Works, to wait for the SELLER to fulfill its commitments by giving additional time with or without penalty (in case of a non-penalty period, it shall be notified to the SELLER in writing).

(f) In the event that additional period is given, in case of rejecting of the Works at the end of the additional period, ASELSAN SİVAS has the right to apply the provisions of Article 12 (a) and (c).


3. PRICE, PAYMENT AND INVOICING:

(a) Payment terms and form and billing issues are as specified in PO. If it is stated that an advance payment shall be given in the PO, no advance payment shall be made in the format and conditions specified in the PO by the SELLER without an advance guarantee letter equal to the advance payment to be made. The format and conditions regarding the advance letter of guarantee shall be as specified in the PO.

(b) Unless otherwise specified in PO, the price of Works is fixed in the Order Period in the currency specified in PO. The SELLER shall not request a price difference for any reason whatsoever under any name, either during the Order Period or in cases requiring an extension.

(c) Partial payment shall not be made unless early and/or partial delivery/performance is foreseen in PO or if ASELSAN SİVAS does not approve it later by the provisions of Article 6 (b). If early and/or partial delivery/performance is not foreseen in PO or not later approved according to the provisions of Article 6 (b), the payment shall be made in the form of a single payment after the acceptance of the entire Works according to Article 2. Even if the invoice is issued by the SELLER, ASELSAN SİVAS shall not have any payment obligations until the completion of the acceptance procedures according to Article 2. If the SELLER has any debt to ASELSAN SİVAS under this PO; ASELSAN SİVAS may deduct its receivables from the payments to be made within the scope of this PO to the SELLER, as well as deducting it from the

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payments to be made to the SELLER within the scope of any contract made between the SELLER and ASELSAN SİVAS or any purchase order given to the SELLER by ASELSAN SİVAS.

(d) Packaging, insurance, transportation and similar costs are not accepted unless stated otherwise in PO. All costs, taxes, duties and charges for the SELLER to fully fulfill its commitment under the PO belong to the SELLER and are deducted from the first payment (s) if not paid.

(e) The invoices shall include the PO number, description of the Works covered by the invoice, unit price, quantity, total price information and other information in PO specified by ASELSAN SİVAS. The SELLER shall deliver the invoices for the materials together with the materials to ASELSAN SİVAS. Otherwise, ASELSAN SİVAS shall have the right to return the invoice that is not delivered with the Material to the SELLER. Except for the above-mentioned reason; ASELSAN SİVAS reserves the right to reject, return and object to the invoices of the SELLER for legal reasons.

(f) ASELSAN SİVAS has started to use e-invoice as a taxpayer registered in the Electronic Invoice application. If the SELLER is also a taxpayer registered in the Electronic Invoice application, the SELLER shall issue the invoices to be submitted to ASELSAN SİVAS as an Electronic Invoice ("e-invoice") within the scope of PO. The SELLER shall issue the e-invoices as "Commercial Invoice" and the relevant e-invoice number will be notified to ASELSAN SİVAS in 1 (one) business day. The SELLER shall include the PO number in the relevant e-invoice and make sure that the invoice content is compatible with the items in the PO. If an error is detected in the relevant e-invoice, corrective actions regulated by laws and regulations will be applied.

(g) Other terms of payment (if any) shall be as specified in PO.


4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS:

(a) Unless otherwise specified in PO; all rights regarding the Works, the Technical Document Package to be created for the Works (its scope is specified in PO or its annexes), any software, document and information to be obtained during the Order, including all intellectual property rights (processing, dissemination, reproduction, representation, right to public transmission, etc.) arising from the Intellectual and Artistic Works Law or related legislation and industrial property rights including design, production, sales and the right to make changes without the approval of the SELLER and without paying any price belong to ASELSAN SİVAS, and, the SELLER agrees and undertakes not to produce the Works for third parties, not to use/have used the Technical Documentation Package and other documents created for ASELSAN SİVAS in other works, projects, not to disclose them to third parties and to grant any rights to them.

(b) All documents attached to PO, molds, apparatuses, jigs, sub-materials, software and / or samples provided to the SELLER are the property of ASELSAN SİVAS and their use outside PO, transfer to third parties and / or reproduction and copying are subject to written permission of ASELSAN SİVAS.

(c) The SELLER declares and undertakes that the Works delivered/performed within the scope of PO are free from all legal obstacles and in no way violate any intellectual and/or industrial property rights. In the event that ASELSAN SİVAS and / or ASELSAN SİVAS customers are obliged to pay any indemnity due to a business transaction due to a violation of intellectual and / or industrial property rights, The SELLER shall pay the costs and compensation paid by ASELSAN SİVAS and / or ASELSAN SİVAS customers for this case. Apart from compensation, the SELLER is responsible for any lawsuit that may result from violation of intellectual and/or industrial property rights, such as the prevention of rape, criminal and invalidity cases. In

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case of violation, the SELLER, all costs at his own expense; shall (i) ensure the continuity of ASELSAN SIVAS's and ASELSAN SIVAS customers' usage rights within the scope of SE, or (ii) by getting the written approval of ASELSAN SIVAS in the works, shall make the modifications in the Works that will not cause the regression of the existing features and eliminate the violation.

(d) In case of violation of these conditions, ASELSAN SIVAS reserves all kinds of rights of claims and lawsuits, including the right to material and moral compensation.

5. MATERIALS, EQUIPMENT AND DOCUMENTS BELONGING TO ASELSAN SIVAS:

(a) All kinds of property rights including intellectual and industrial property rights belonging to ASELSAN SIVAS; if specified in PO, any loss, risk of loss and / or damage and damages arising from legal restrictions such as seizure, precautionary seizure, measure, precautionary measure regarding Materials, Equipment, Documents and software ("AMMD") belonging to ASELSAN SIVAS that can be provided to the SELLER by ASELSAN SIVAS for use in the delivery / performance of the Works within the scope of SE, shall be covered by the SELLER, from the delivery of AMMD to the SELLER until its delivery to ASELSAN SIVAS.

(b) In the delivery of AMMD to the SELLER by hand or by cargo or similar means, the dispatch records issued by ASELSAN SIVAS and / or the carrier company shall be accepted. In the event that AMMD is sent to the SELLER by cargo or similar means, the SELLER will check the information contained in the dispatch belonging to the AMMD and in case of any damage and / or deficiency in the AMMD, ASELSAN shall notify ASELSAN SIVAS in writing of such damage / deficiencies within 1 (one) day from the date AMMD reaches it. If the damages and / or deficiencies stated in the AMMD are not reported to ASELSAN SIVAS in writing within the period specified above, the damages and deficiencies in question shall be under the responsibility of the SELLER under the provisions of Article 5 (c).

(c) In the event of loss, damage, or malfunction caused by the SELLER, the SELLER shall repair or replace AMMD at its own expense, at its own discretion and with the approval of ASELSAN SIVAS, or if it is to be repaired in ASELSAN SIVAS, shall cover the repair cost reported by ASELSAN SIVAS. Where these are not possible, they shall compensate for the loss, damage, and loss, damage and/or malfunction of AMMD.

(d) The SELLER agrees and undertakes not to do business to third parties using AMMD.


(e) If specified in PO, the SELLER shall take out a policy for each AMMD under the conditions specified by ASELSAN SIVAS for any loss or damage that may occur in AMMD.

(f) If there is a delay in the performance of the Works due to the SELLER's violation of its obligations under this Article, the provisions of Article 8 shall apply.

(g) Until AMMD is returned to ASELSAN SIVAS, any risk shall belong to the SELLER and the SELLER shall take all measures to protect AMMD at its own expense.

(h) AMMD, unless otherwise notified in writing by ASELSAN SIVAS, shall be returned to ASELSAN SIVAS completely and without damage within 10 (ten) days following the acceptance of the Works according to Article 2 or the notice of termination in case of PO termination or the expiring of PO (whichever occurs first).

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6. DELIVERY AND PACKING:

(a) Time and conditions for delivery / performance are as specified in PO. The delivery/ performance dates specified in PO may not be changed unless it has been approved by ASELSAN SİVAS. In case the delivery / performance is not made on the dates specified in PO, the provisions of Article 8 shall apply.

(b) Early and / or partial delivery / performance shall not be accepted unless otherwise stated in PO or subsequently approved by ASELSAN SİVAS in writing.

(c) It is the SELLER's obligation to ensure that the packaging of the works is such that the Works are not damaged during transportation (including the loading, unloading, etc.) and storage, in case of damages, all kinds of responsibilities belong to the SELLER.

(d) Other issues related to delivery, packaging and transportation shall be as specified in PO.

7. FORCE MAJEURE:

(a) Natural disasters, general epidemics, general declaration of mobilization, war, and situations deemed appropriate by ASELSAN SİVAS are cases that can be accepted as force majeure. In order to be able to evaluate these situations under this article, the case in question must appear after the Order Date, not be under the control of the SELLER, be unpreventable although the SELLER pays attention in accordance with the title of prudent merchant, influence the SELLER's performance under PO materially in a negative way, and this situation must not have a direct or indirect consequence of the SELLER's failure to fulfill any of its obligations under PO.

(b) If the force majeure occurs; the SELLER, within 7 (seven) days after the date of occurrence of the force majeure, must inform ASELSAN SİVAS in writing about the date, nature and estimated duration of the force majeure and prove that the force majeure has occurred and the effect of this delay on the performance of the obligations under the PO with the documents duly prepared by the competent authorities.

(c) In case the Force Majeure is accepted by ASELSAN SİVAS, unless there is a provision otherwise in PO or if a longer period of time has not been given in writing by ASELSAN SİVAS, the delivery/ performance period is extended by a maximum of 30 (thirty) days provided that the SELLER is notified in writing.


(d) Force Majeure may not cause price increases, granting rights to the SELLER under any name, or the SELLER's demand for a price difference or compensation.

(e) If Force Majeure continues for more than 30 (thirty) days, ASELSAN SİVAS has the right to terminate PO unilaterally, without the need for any notice and / or warning, provided that it pays the only price of the Works whose acceptance has been completed according to Article 2 until that day. In this case, the provisions of paragraph (c) of Article 12 shall apply.

8. DELAY PENALTY:

(a) If the SELLER, except for the Force Majeure states specified in Article 7, does not deliver / perform the works at the time specified in PO and / or fails to fulfill its warranty obligations within the period specified in Article 9 and / or if the works are rejected by ASELSAN SİVAS according to the provisions of Article 2 and / or does not fulfill other obligations / commitments under PO within the specified time; he shall pay an amount at the rate of 0.3% (three per thousand) or, at the rate specified in PO if a different rate other than this

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is specified to ASELSAN SİVAS as specified in Article 8 (b) as a delay penalty without any warning or notice, over the order price of Works with delayed delivery / performance, starting from the first day of delay for each delayed day. The delay penalty does not correspond to ASELSAN SİVAS's damages, and all kinds of lawsuits and claims arising from loss are reserved.

(b) ASELSAN SİVAS, at its own discretion, may request the delay penalty to be paid to ASELSAN SİVAS within 7 (seven) days following the date of receipt of the written notification to the SELLER by the SELLER, as well as deducting the delay penalty from the payments to be made to the SELLER under this PO or payments to be made under any contract made between the SELLER and ASELSAN SİVAS or any payment to made to the SELLER under any purchase order placed by ASELSAN SİVAS to the SELLER. If this penalty cannot be collected as stated above, the amount in question will be collected from the SELLER's final guarantee letter, if any, without prejudice to the excess rights of ASELSAN SİVAS. In case the amount in question is collected from the letter of guarantee, the SELLER is obliged to complete the amount of the letter of guarantee in 7 (seven) days, or to issue an additional letter of guarantee equal to the amount deducted from the letter of guarantee.

(c) If the delay exceeds 10 (ten) days, ASELSAN SIVAS has the right to apply the provisions of Article 12 (a) and (c), or to wait for the SELLER to fulfill its commitments by giving additional time, either with or without penalty (to be notified in writing to the SELLER in the event of a time without penalty).

9. WARRANTY:

(a) Works delivered / performed within the scope of this PO are guaranteed for 24 (twenty four) months against any material, workmanship, installation, design and installation errors unless otherwise specified in PO. Unless otherwise specified in PO, the warranty period begins with the acceptance of the Works by ASELSAN SİVAS in accordance with the provisions of Article 2.


(b) SELLER warrants that the Materials are new, unrepaired, not renewed or thoroughly maintained.

(c) The SELLER is obliged to eliminate the faults, defects or deficiencies to be detected in the Works covered by the warranty within 15 (fifteen) days (the 15 (fifteen) day period starts after the delivery of the defective Material to the SELLER for the Materials, and the notification of the defective Service to the SELLER for the Services) or, if requested by ASELSAN SİVAS, to replace the Works with a new one / reperform them. Not limited to these; all expenses related to the elimination of the defect in the works, replacing defective Works with a new one and the re-performance of them, and the transportation of defective Works from ASELSAN SİVAS facilities to the SELLER facilities and the transportation of the works whose defects have been removed / replaced with the new ones from the SELLER facilities to ASELSAN SİVAS facilities and all insurance costs during these transactions shall be covered by the SELLER.

(d) If the SELLER does not fulfill its commitments under this Article 9 within the period specified above, without prejudice to the provisions of Article 12 (a) and (c), ASELSAN SİVAS, at its own discretion, has the right to apply the provisions of Article 8 at the price of the defective Work, or to do it itself at the SELLER's costs and risk, or to have them made by third parties at the SELLER's cost and risk. Rights of ASELSAN SİVAS arising from the law are reserved.

(e) Customers of ASELSAN SİVAS can benefit from the provisions of this Article.

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10. QUALITY: 8.4.3 INFORMATION FOR EXTERNAL PROVIDERS

The organization must ensure the adequacy of the requirements before communicating with the external provider.


The organization will inform external providers of their requirements for:

- a. Processes, products and services to be provided, including the identification of relevant technical data (eg specifications, drawings, process requirements, operating instructions);
 - b. approval:
 1. products and services;
 2. methods, processes and equipment;
 3. release of products and services to the market;
 - c. qualification, including the required qualifications of persons;
 - d. external providers' interactions with the organization;
 - e. control and monitoring the performance of external providers to be implemented by the organization;
 - f. verification or verification activities planned by the organization or its customer at the facilities of external providers;
 - g. design and development control;
 - h. special requirements, critical items or key features; testing, inspection and verification (including production process verification);
 - j. use of statistical techniques for product acceptance and relevant instructions for its acceptance by the organization;
 - k. need: - implementing a quality management system;
 - use external providers specified or approved by the customer, including process resources (eg special processes);
 - informing the organization of improper processes, products or services and obtaining approval for their liquidation;
 - preventing the use of counterfeit parts (see. 8.1.4);
 - notifying the organization of changes made in processes, products or services, including changes made to external providers or production sites, and obtaining approval of the organization;
 - flow towards requirements applicable to external providers, including customer requirements;
 - providing test samples for design approval, inspection / verification, research or inspection;
 - - storing documented information, including retention periods and requirements for disposal;
 - l. access of the organization, its customers and regulatory authorities to valid areas of facilities at any level of the supply chain and applicable documented information;
 - m. to make people aware of:
 - their contributions to product or service availability;
 - their contributions to product safety;
 - the importance of ethical behavior.
- Of the items above specified under the Article 8.4.3. of the Standard AS9100 Rev-D, the description and application methods are determined by KYS and they are Approved and Applied.

These Related Procedures Are:

- 1-QMS-PR-01-
- 2-QMS-PR-02-
- 3-QMS-T-GNL-38-
- 4-QMS-T-GNL-42-
- 5-AS-POL-09-OUR ETHICS POLICY
- 6-QMS-T-GNL-58
- 7-QMS-PR-09-PL-01

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8-QMS-PR-04-

9-QMS-PR-50-

10- QMS-PR-23-

The issues regarding the quality requirements of the works are as specified in PO and its related annex.

11. RESOLUTION OF DISPUTES:

Disputes arising from PO will be tried to be resolved through mutual negotiations, TR Law will be applied in all unresolved disputes and Ankara will be authorized to deal with disputes. The SELLER will supply products within the PO until the settlement of the dispute.


12. TERMINATION:

(a) ASELSAN SİVAS may terminate PO partially or completely, without the need to give time, upon written notice to the SELLER, if the SELLER does not fulfill its commitment to the PO provisions in full or in part (except in cases of Force Majeure) or acts against PO provisions, defaults on, bankrupts, gets into liquidation or declares concordat or something similar occurs, assigns PO or assigns its claim without receiving the written consent of ASELSAN SİVAS. In such a case, ASELSAN SİVAS will have no financial or legal responsibility against the SELLER. In the event that PO is partially terminated, the SELLER shall continue to perform its unterminated liabilities. According to the instructions to be given by ASELSAN SİVAS, if there are Works that have been completed by the SELLER before the date of termination notice to the SELLER but have not been delivered to ASELSAN SİVAS, by paying the price in PO after the acceptance of these Works, he may request that his property and rights be transferred to him. In the event of PO termination, ASELSAN SİVAS has the right to cash the final guarantee letter (if any) issued by the SELLER, and to record as revenue. ASELSAN SİVAS reserves the right to demand any damages and losses, including collateral damage, from the SELLER and to supply the Works to be supplied by the SELLER under the PO from third parties. With respect to the Works thus supplied from third parties; if ASELSAN SİVAS is obliged to pay more than the price specified in PO for these Works, the SELLER shall pay the difference between the paid price and the cost of the Works in PO to ASELSAN SİVAS. Other results of this termination will be as specified in paragraph (c).

(b) If ASELSAN SİVAS' s commitments that cause the need for the works within the scope of PO to disappear for any reason and / or are deemed necessary; with the written termination notice that ASELSAN SİVAS will send to the SELLER, by paying only the price of the works completed in the PO until the date of the notice reaching the SELLER, after the completion of the acceptance procedures according to Article 2, ASELSAN SİVAS has the right to terminate the PO unilaterally. In the event that PO is partially terminated, the SELLER shall continue to perform its unterminated liabilities. Other results of this termination will be as specified in paragraph (c).

(c) In the event of termination of the PO, the SELLER, shall return to ASELSAN SİVAS all kinds of documents given to him by ASELSAN SİVAS, all copies, if duplicated, works delivered / performed, AMMD mentioned in Article 5 and other items belonging to ASELSAN SİVAS completely and without damage and at its own expense within 10 (ten) days following the notice of termination. The part of the advance granted to the SELLER which is not deducted from the payments made to the SELLER, shall be refunded to ASELSAN SİVAS with the interest specified in the PO or guarantee letter to be calculated for the period between the date on which the advance payment is paid to the SELLER and the date on which the refund is made to ASELSAN SİVAS, if this amount is not paid, the relevant amount shall be collected from the letter of advance guarantee without any notice. ASELSAN SİVAS shall release this letter of guarantee following the reimbursement of

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the advance on the SELLER to ASELSAN SİVAS.

13. TRANSFER and ASSIGNMENT:

Unless ASELSAN SİVAS has given written consent, the SELLER may not assign or transfer all or any part of its commitments under PO or any rights, interests and benefits to be obtained by PO. Such consent, if given, shall not release the SELLER from his responsibilities under PO. In the event that the SELLER performs such a transfer or assignment without the approval of ASELSAN SİVAS, ASELSAN SİVAS shall be entitled to terminate PO according to the provisions of Article 12 (a) and (c). The provisions of this Article also apply if the SELLER merges with another company or is purchased by another company.

14. WAIVER:

In case of violation of any provision of this PO, the fact that ASELSAN SİVAS waives or gives time extension to commitments does not mean that, in any subsequent violation, it waives from the same or another provision.

15. TRANSITION OF RISK AND OWNERSHIP:

The ownership of the works is transferred to ASELSAN SİVAS by delivery / performance. The SELLER's responsibility under PO 's warranty provisions does not relieve its obligations under this article.

16. CONFIDENTIALITY:

The SELLER agrees and undertakes not to give all kinds of information, documents, software, hardware and similar items given to him by ASELSAN SİVAS or learned as a result of working with ASELSAN SİVAS under PO to third parties, not to grant rights, to disclose, to engage in advertising or promotional activities, to confidentially treat, publish and reproduce this information without the written consent of ASELSAN SİVAS irrespective of whether this information and items are obtained before, during or after termination, and in case of written approval of ASELSAN SİVAS, to comply with the terms and conditions that it will set. In case of violation of the provisions of this Article, ASELSAN SİVAS has the right to apply the provisions of Article 12 (a) and (c). In case of violation of the confidentiality conditions by the SELLER or the personnel of the SELLER, ASELSAN SİVAS reserves all kinds of lawsuits and claims. Other confidentiality issues (if any) are as specified in the PO annexes.


17. LOGISTIC SUPPORT:

Unless otherwise specified in PO, the SELLER, upon written request of ASELSAN SİVAS, both within the Order Period and for 20 (twenty) years after the Order Period expires; in return for its price, agrees and undertakes to provide spare parts and provide maintenance and repair services. This commitment shall also be valid after the Order Period.

18. LEGAL RESPONSIBILITY:

(a) The SELLER, regarding the rights, working conditions and occupational health and safety of the SELLER personnel to be assigned in the performance of the Works under this PO, is exclusively responsible for complying with the Labor Law No. 4857, the Occupational Health and Safety Law No. 6331, the Social Insurance and General Health Insurance Law No. 5510 and other relevant legislative provisions and any changes that may occur in them, for ensuring occupational health and safety, for eliminating professional risk factors, for preventing accidents and occupational diseases and taking / have taken all kinds of precautions in terms of health / safety conditions, for providing the necessary warnings to the SELLER personnel and giving all kinds of training, the SELLER personnel having / using all kinds of tools / equipment, including protective clothing and / or equipment, in addition, for fulfilling all obligations arising from contracts between the SELLER and his staff. All responsibilities arising from legal and criminal liability and taxes, duties, fees and

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labor legislation belong to the SELLER, exclusively as employer.

(b) The SELLER, not limited to the following, in the event of (a) death or injury of SELLER personnel, ASELSAN SİVAS personnel and / or third parties and / or occupational disease and / or an accident with death, injury or damage (including work accidents) and/or (b) that the SELLER, ASELSAN SİVAS, and / or third parties' assets are damaged and / or lost, occurring from the Works and / or in connection with the performance of these Works, shall be exclusively responsible for the payment all kinds of lawsuits, administrative proceedings, material / moral compensation, other claims, remedy of damages, expenses and costs (including all kinds of treatment and care expenses and compensation for lack of support, incapacity to work) including attorney fees and expenses to ASELSAN SİVAS and / or other relevant persons, in relation to the said death, injury, occupational disease, accident, damage, and / or loss.

(c) In case ASELSAN SİVAS is obliged to make any payment regarding the issues specified in this Article 18, ASELSAN SİVAS reserves the right to recourse to the SELLER, provided that the above-mentioned payments are reserved. The said sums that ASELSAN SİVAS had to pay within the Order Period shall be collected from the SELLER by the method determined for the collection of delay penalties in Article 8 (b). After PO expires or terminates, related amounts will be collected from the SELLER in accordance with general provisions.

19. ORDER OF PRIORITY:

PO priority order: (1) Contract signed by the parties (if any), (2) Issues specified in PO and its annexes, (3) General Terms and Conditions of This Purchase Order

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