



TERMS AND CONDITIONS

General:

Rotafilo Savunma Havacılık ve Enerji Teknolojileri Sanayi ve Ticaret Limited Şirketi (hereinafter referred to as "Rotafilo" or "Seller") and customer and each successor, assignee, affiliate and representative thereof (hereinafter referred to as "Buyer") agree that the general terms and conditions contained herein shall exclusively govern and apply to any and all agreements including but not limited to quotations, purchase orders, agreements and sales made by Rotafilo, concerning the products and/or services directly or indirectly supplied by Rotafilo, unless otherwise agreed in writing.

All orders are accepted under these terms and conditions alone. Any other terms and conditions inconsistent herewith which the Buyer might seek to impose shall only apply to the extent that they have been expressly accepted in writing by Rotafilo.

Rotafilo reserves the right to amend these terms and conditions without notice. Any amendment that may take place shall not affect any purchase order, quotation, or agreement that was currently agreed on.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Seller shall be subject to correction without any liability on the part of Seller.

Price:

Unless expressly indicated otherwise on the face of quotation by Rotafilo, the price does not include, and Buyer shall be responsible for, (i) any and all taxes incurred on the sale of the products, (ii) all costs incurred for governmental approvals or permits required for the purchase, installation, and use of the products, (iii) all costs incurred for special transport.

When ordering, Buyer shall indicate clearly if any, or specifically, which products is tax exempt.

Payment:

Unless otherwise agreed in writing, payment for the products, including additional costs, if any, is due net thirty (30) days from the date of issuance of the Seller's invoice. All payments shall be in United States Dollars, unless another currency is agreed on in writing, in certified funds or by wire transfer, without offset, back charge, retention, or withholding of any kind.

Any payments not paid when due will be subject to monthly interest at rate of one and a half percent (1.5%). If, at any time, Seller determines that Buyer does not have satisfactory financial ability to perform under these Terms and Conditions, then Seller has the right to demand from Buyer adequate assurance of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Seller, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Buyer fails to comply with any such demand within seven (7) business days of Buyer's receipt of such demand, Rotafilo has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Buyer's order, and any unpaid amounts shall thereupon become immediately due.

**Delivery and Shipment:**

Unless otherwise specified by Seller, all prices quoted are EXW (per Incoterms 2010) at Rotafilo's place of business. Upon delivery of the products to the carrier for shipment to the Buyer, title, all risks of loss, damage and other incidents of ownership shall immediately pass to Buyer.

Delivery time quoted is based on factory lead time at the time of the quotation and are, therefore, estimates only.

Cancellation:

Any cancellation by Buyer must be approved by Seller, and may be subject to penalty, restocking fees, or other charges.

Acceptance:

All goods shall be finally inspected and accepted within twelve (12) days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such twelve (12) days or permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of Goods or Services. In the event of multiple shipments, each individual shipment shall be separately accepted and shall be periodically inspected and accepted. Buyer expressly waives any right to reject Goods or Services that substantially conform to the specifications relating thereto and any right to revoke acceptance after such twelve (12) day period.

Intellectual Property Rights and Confidentiality:

Other than as expressly provided in writing, nothing herein will give Buyer any right, title, or interest in the intellectual property of Rotafilo. The purchase of products from Rotafilo shall not entitle Buyer to use, register, or otherwise identify Buyer or its business with the name, trademark, service mark or other identity of Rotafilo without express written permission from Rotafilo. All such marks and goodwill associated with such marks remain the sole and exclusive property of Rotafilo. Buyer shall not remove, alter, or change any trademarks, markings or symbols embedded by Rotafilo on or in any products. Buyer shall not, and shall not authorize any third party to, modify, alter, reverse engineer, disassemble, or decompile the products.

Force Majeure:

Neither Party shall be liable for any failure to fulfill its obligations provided that the non-fulfillment of the obligations is due to an impediment beyond such Party's control, which could not reasonably have been taken into account, avoided or overcome.

Non-exhaustive illustrations of such circumstances are: acts of God, lockouts and strikes, fire, war, riots, mobilization or military call up of a comparable scope, cyber-attacks, public restrictions, requisition, seizure, ban of imports or exports or other public interventions, natural disasters, vandalism, theft, significantly more expensive supplies, from suppliers or sub-suppliers, trade disputes, insurrection and civil commotion, shortage of transport, significant increase of customs fees or any other monetary development, general shortage of materials, lack of transportation, defects or delays in deliveries by



suppliers or sub-suppliers and service providers or other similar extraordinary events beyond the Party's reasonable control.

The Party wishing to claim relief shall notify the other Party in writing without delay on the intervention and on the cessation of such circumstance. If grounds for relief prevent the Buyer from fulfilling his obligations, he shall compensate Rotafilo for expenses incurred in storing, securing and protecting the products.

Notwithstanding other provisions of these Terms and Conditions, either Party shall be entitled to terminate the agreement by notice in writing to the other Party if performance of the agreement is delayed more than six (6) months by reason of any grounds for relief as described above.

If delay in delivery is caused by any of the circumstances mentioned above paragraphs, the time of delivery shall be extended having regard to the circumstances in the case.

Choice of Law, Venue:

Unless otherwise agreed in writing, the Terms and Conditions shall be governed by the laws of Republic of Turkey, and Eskisehir Courts shall have jurisdiction over all the disputes to arise between the Parties.

WARRANTY INFORMATION

The warranty obligations of Rotafilo are limited to the terms as described below.

One Year Limited Warranty and Liability:

Rotafilo warrants the tool or equipment manufactured or assembled by Rotafilo and sold to the Buyer against defects in workmanship of Rotafilo for a period of one (1) year (unless it is extended based on mutual agreement in writing) from the date of delivery of the equipment due to the contract or purchase order or the date of installation if Rotafilo is to install the equipment. If a defect exists or becomes apparent within that one year period (and Rotafilo is timely notified as required below), Rotafilo will, at its sole discretion, (i) repair the equipment at no extra charge, using refurbished or new replacement parts, (ii) exchange the equipment with refurbished or new equipment which is at least functionally equivalent to the original equipment, or (iii) refund the purchase price of the product in exchange for the return of the equipment. The replacement equipment provided under this warranty assumes the remaining warranty of the original equipment.

Exclusions to Limited Warranty:

The terms of this limited warranty of Rotafilo shall not apply to damage to the equipment that is caused by the Buyer's improper use, handling, maintenance, or storage of the equipment. The terms of this limited warranty of Rotafilo shall also not apply to damage caused by any modification or alteration of the equipment made by the Buyer. The terms of this limited warranty of Rotafilo shall also not apply to



any parts incorporated into the equipment manufactured or assembled by Rotafilo or any collateral tools, parts, or equipment not manufactured or assembled by Rotafilo which are delivered in connection with the equipment manufactured or assembled by Rotafilo. Any warranty with respect to such component parts or collateral tools, parts or equipment shall be limited to the assignment of any applicable warranties described below.

Assignment of Other Warranties:

To the extent that of any of the component parts of the equipment manufactured or assembled by Rotafilo or any collateral tools, parts, or equipment not manufactured or assembled by Rotafilo which are delivered in connection with the equipment manufactured or assembled by Rotafilo are covered by a warranty from the manufacturer or supplier of such component parts or collateral parts, tools, and equipment, which warranty by its terms is assignable to the purchaser of the equipment in which such parts are installed or a purchaser of such collateral parts, tools or equipment, Rotafilo hereby assigns such warranty to the purchaser and agrees, for a period of one year from the date of delivery of the equipment pursuant to the contract or purchase order or the date of installation if Rotafilo is to install the equipment, to reasonably cooperate with purchaser in enforcing its rights under any such assigned warranties. Rotafilo will provide purchaser upon written request with copies of any warranties which are assigned hereunder.

Disclaimer of Warranties:

The limited warranty of Rotafilo and the assignment of other warranties set forth above are exclusive and are made in lieu of all other warranties, whether expressed or implied, oral or written. There are no warranties which extend beyond the description on the face hereof.

Rotafilo specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose, and against infringement.

Limitation of Damages:

The sole remedy under the limited warranty of Rotafilo shall be the offer of repair, replacement, or refund as outlined above. The sole remedy under the assignment of other warranties shall be the offer of reasonable cooperation with purchaser in enforcing any rights under such assigned warranties as outlined above. **Rotafilo is not responsible for special, incidental, indirect, or consequential damages resulting from any breach of warranty or other claim made under any legal theory including, but not limited to, loss of profits, downtime, loss of goodwill, and damage to any property of the customer.**

Notice for Claims:

Buyer must notify Rotafilo in writing within twelve (12) days of discovery of the event or condition constituting the basis for any claim Buyer wishes to make under this warranty. All notices should be sent to Rotafilo at the following address:

Rotafilo Savunma Havacılık ve Enerji Teknolojileri Sanayi ve Ticaret Limited Şirketi
OSB 6. Cadde No: 18
Eskisehir / TURKEY 26110