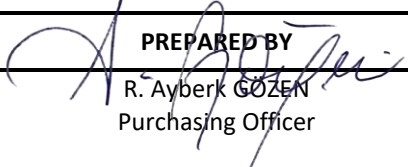
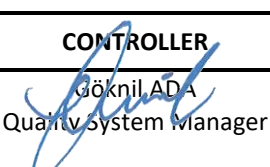
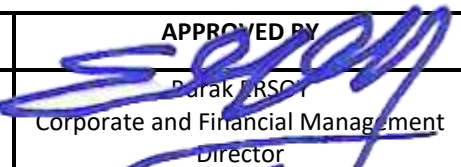


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REVISION TRACKING PAGE

REV NO	REVISION STATEMENT	PREPARED BY	APPROVED BY	REV. DATE
+	FIRST PUBLICATION (WITHIN THE SCOPE OF QUALITY MANAGEMENT SYSTEM STUDIES, DIRECTIVE NO. QMS-YÖ-02 WAS WRITTEN AS A NEW DIRECTIVE)	B.ERDABAK	B.ERSOY	-
A	ARTICLE 8, subparagraph (a), 0.3% (three per thousand) has been revised as 0.8% (eight per thousand).	A.GÖZEN	B.ERSOY	25.04.2025

		
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1. ORDER:

(a) In addition to the terms and conditions set forth in the Purchase Order and its 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 placed by ASELSAN SİVAS to the SELLER (in addition to the terms and conditions set forth in the Purchase Order and its annexes, if any, the terms and conditions set forth in this document are hereinafter referred to as 'SE').

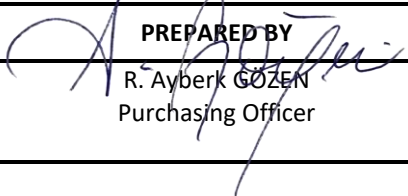
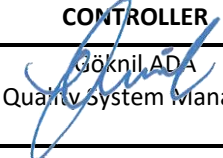
(b) The SE shall enter into force upon the SELLER's (i) written confirmation of the order in accordance with the provisions of Article 1 (c) and (ii) if requested in the SE, the issuance of a performance bond in the format and terms specified in the SE ('Order Date'). Unless otherwise agreed in the SE, the SE shall expire upon the acceptance by ASELSAN SİVAS of the materials and services which the SELLER has accepted and undertaken to deliver/release in accordance with the provisions of this SE and its annexes, if any, in accordance with Article 2 or, if a warranty period is stipulated in the SE, at the end of the warranty period specified in Article 9 for all of the said materials and services, whichever occurs later ('Order Period'). The materials and services that the SELLER agrees and undertakes to deliver/perform in accordance with the provisions of this SE and its annexes, if any, shall be collectively referred to as 'Works' or separately as 'Materials' and 'Services', and the term 'Work' shall mean any of these Works.

(c) The SELLER is obliged to confirm in writing to the SE within 10 (ten) days following the date on which the SE is notified to the SELLER when the order is placed within the option period of its offer and to provide the performance bond, if requested in the SE, to ASELSAN SİVAS within 5 (five) days following the end of the 10 (ten) day written confirmation period mentioned above. ASELSAN SİVAS; In the event that the SELLER does not confirm the SE in writing within 10 (ten) days following the date of notification of the SE to the SELLER or the performance bond requested in the SE is not submitted by the SELLER to ASELSAN SİVAS within 5 (five) days following the expiry of the 10 (ten) day written confirmation period, without prejudice to all rights arising from the law, it has the right to cancel the SE without any liability to the SELLER.

(d) The SELLER's confirmation of the SE and/or providing the performance bond to ASELSAN SİVAS if requested in the SE and/or accepting a payment made by ASELSAN SİVAS within the scope of the SE and/or starting to perform the Works shall mean that the terms and conditions contained in the SE are unconditionally and unconditionally accepted by the SELLER. Any conditions offered by the SELLER different from or in addition to the conditions in the SE or conditions added to the order confirmation by the SELLER shall not be valid unless accepted in writing by ASELSAN SİVAS.

Unless otherwise stated in the SE, the SE and its annexes, if any, supersede the SELLER's general terms and conditions of sale and all prior written/verbal commitments, offers, negotiations, communications, understandings and agreements made in relation to the Works, including but not limited to the same.

(e) ASELSAN SİVAS may change the requirements under the SE at any time. In this case, the SELLER shall take immediate action. The effect of the change on the price and/or delivery schedule shall be agreed by

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the parties. Any changes on the SE shall be made in writing and shall not be valid unless signed by the authorised officers of the parties.

2. INSPECTION AND ACCEPTANCE:

(a) The inspection and acceptance of the Works delivered/accepted by the SELLER shall be carried out by ASELSAN SİVAS authorities at the facilities of ASELSAN SİVAS specified in the SE, unless otherwise stated in the SE. Unless otherwise stated in the SE or unless otherwise specified in the SE, material type numbers, revisions, documents, standards and other documents/documents given in the SE shall be accepted as basis for inspection. In case of any doubt due to a contradiction in these documents, the SELLER shall immediately apply to ASELSAN SİVAS and request a written explanation. The inspection report to be issued by ASELSAN SİVAS officials in accordance with the provisions of SE and its annexes, if any, is final and binding on the parties.

(b) In the event that the delivered/performed Works do not comply with the requirements of SE, ASELSAN SİVAS has the right to reject the Works partially or completely. The rejected Works shall, without prejudice to the provisions of Article 8 and other rights of ASELSAN SİVAS, be brought into conformity with the specifications or replaced with suitable ones and submitted for re-examination at the SELLER's expense within a period to be determined by ASELSAN SİVAS and notified to the SELLER.

(c) If the Works are rejected as a result of the inspections and delivery/performance cannot be realised at the time specified in the SE, the provisions of Article 8 shall apply from the date of delivery/performance specified in the SE.

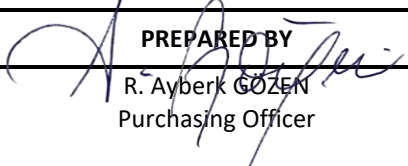
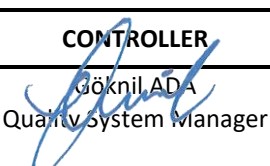
(d) ASELSAN SİVAS may, at its sole discretion, withhold acceptance of the entire relevant delivery lot until the rejected Work has been brought into conformity with the specifications and has been approved by ASELSAN SİVAS.

(e) In the event of a second rejection of the Works submitted for re-examination as a result of rejection, ASELSAN SİVAS; (i) to apply the provisions of Article 12 (a) and (c) or (ii) to terminate the SE in accordance with the provisions of Article 12 (a) and (c) and to wait for the SELLER to fulfil its commitments by granting additional time with or without penalty (in case of granting time without penalty, the SELLER shall be notified in writing), without prejudice to all kinds of claims and litigation rights regarding damages and losses arising from both the termination of the SE and the delay in the performance of the Works.

(f) If additional time is granted, ASELSAN SİVAS shall have the right to apply the provisions of Article 12 (a) and (c) if the Works are rejected again at the end of the additional time granted.

3. PRICE PAYMENT AND INVOICING:

(a) The terms and conditions of payment and issues related to invoicing are as specified in the SE. If it is stated in the SE that an advance payment will be made, no advance payment shall be made until the SELLER provides an advance letter of guarantee in the format and conditions specified in the SE in an amount equal to the advance payment to be made. The format and conditions regarding the advance letter of guarantee shall be as specified in the SE.

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(b) Unless otherwise stated in the SE, the price of the Works shall be fixed during the Order Period in the currency specified in the SE. The SELLER shall not claim any price difference under any name whatsoever for any reason whatsoever either during the Order Period or in cases requiring extension of time.

No partial payment shall be made unless early and/or partial delivery/release is foreseen in the SE or subsequently approved by ASELSAN SİVAS in accordance with the provisions of Article 6. In the event that early and/or partial delivery/release is not foreseen in the SE or not approved later in accordance with the provisions of Article 6 (b), payment shall be made as a single payment after acceptance of the entire Works in accordance with Article 2. Even if an invoice is issued by the SELLER, ASELSAN SİVAS shall not have any payment obligation until the completion of the acceptance procedures according to Article 2. In the event that the SELLER has any debt to ASELSAN SİVAS within the scope of this SE; ASELSAN SİVAS may offset such receivable from the payments to be made to the SELLER within the scope of this SE, as well as from the payments to be made to the SELLER within the scope of any contract made between the SELLER and ASELSAN SİVAS or any purchase order issued by ASELSAN SİVAS to the SELLER.

(c) Packaging, insurance, transport and similar costs are not accepted unless otherwise stated in the SE. All costs, taxes, duties and charges pertaining to the full fulfilment of the SELLER's commitment under the SE belong to the SELLER and shall be deducted from the first payment(s) if not paid.

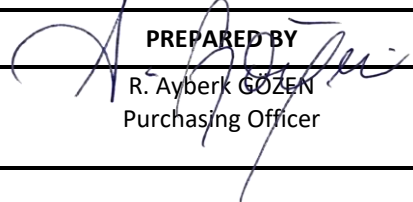
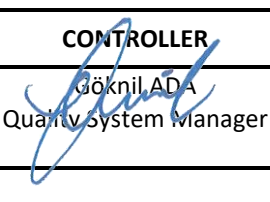
(d) Invoices shall include SE number, description of the Works covered by the invoice, unit price, quantity, total price information and other information specified by ASELSAN SİVAS in the SE. The SELLER shall deliver the invoices for the Materials to ASELSAN SİVAS together with the Materials. Otherwise, ASELSAN SİVAS shall have the right to return the invoice that does not come with the Materials to the SELLER. Except for the reason stated above; ASELSAN SİVAS reserves the right to reject, return and object to the invoices of the SELLER for other legal reasons.

(e) ASELSAN SİVAS has switched to the use of e-invoice as a taxpayer registered to the Electronic Invoice application. In case the SELLER is also a taxpayer registered to the Electronic Invoice application, the SELLER shall issue the invoices to be submitted to ASELSAN SİVAS within the scope of SE as Electronic Invoice ('e-invoice'). The SELLER shall issue the e-invoices as 'Commercial Invoice' and notify ASELSAN SİVAS in writing of the relevant e-invoice number within 1 (one) business day. The SELLER shall include the SE number in the relevant e-invoice and shall ensure that the content of the invoice is compatible with the items in the SE. In case an error is detected in the relevant e-invoice, corrective actions regulated by laws and regulations shall be applied.

(f) Other conditions for payment (if any) shall be as set out in the SE.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS:

(a) Unless otherwise specified in the SE; the Works, the Technical Document Package to be created for the Works (the scope of which is specified in the SE or its annexes). Regarding all kinds of software, documents and information to be obtained during the Order Period; all kinds of intellectual (processing, dissemination, reproduction, representation, right of transmission to public, etc.) and industrial property rights arising from the

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Law on Intellectual and Artistic Works or related legislation, including design and industrial property rights. All rights including design, production, sale and the right to make changes without obtaining the approval of the SELLER and without any compensation belong to ASELSAN SİVAS, and the SELLER agrees and undertakes not to produce the Works for third parties, not to use / have the Technical Document Package and other documents created for ASELSAN SİVAS in other works, projects, not to disclose them to third parties and not to grant any rights related to them.

(b) All documents annexed to the SE, moulds, apparatus, jigs, etc., sub-materials, software and/or samples provided to the SELLER are the property of ASELSAN SİVAS and their use, transfer to third parties and/or reproduction and copying other than the SE is subject to the written permission of ASELSAN SİVAS.

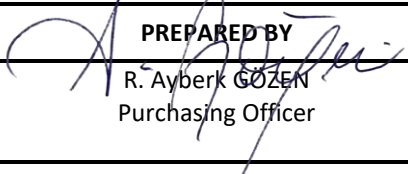
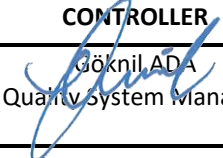
(c) The SELLER declares and undertakes that the Works delivered/released within the scope of the SE are free from all legal obstacles and do not/will not violate any intellectual and/or industrial property rights in any way. In the event that ASELSAN SİVAS and/or ASELSAN SİVAS customers are obliged to pay any compensation as a result of a lawsuit arising from the infringement of intellectual and/or industrial property rights due to the Works, the SELLER shall pay the expenses and compensation paid by ASELSAN SİVAS and/or ASELSAN SİVAS customers related to this lawsuit. Except for the compensation case, the SELLER shall be fully responsible for all kinds of lawsuits that may arise from the violation of intellectual and / or industrial property rights such as anti-infringement, criminal, invalidation cases. In case of infringement, the SELLER shall, at its own expense; (i) ensure the continuation of the right of use of ASELSAN SİVAS and ASELSAN SİVAS customers and the rights of ASELSAN SİVAS within the scope of SE or (ii) make modifications in the Works, with the prior written approval of ASELSAN SİVAS, that will not cause the existing features to regress and eliminate the infringement.

(d) In case of breach of these terms and conditions, ASELSAN SİVAS reserves all kinds of claims and rights of action, including the right to material and moral compensation.

5. ASELSAN SİVAS FINANCIAL MATERIALS, EQUIPMENT AND DOCUMENTS:

(a) All kinds of property rights including intellectual and industrial property rights shall belong to ASELSAN SİVAS; If specified in the SE, any risk of loss, loss and/or damage related to ASELSAN SİVAS Property Materials, Equipment, Documents and software ('AMMD') that may be provided to the SELLER by ASELSAN SİVAS for use in the delivery/performance of the Works within the scope of the SE, and any damages arising from legal restrictions such as attachment, precautionary attachment, injunction, injunction belong to the SELLER from the delivery of AMMD to the SELLER until the delivery of AMMD to ASELSAN SİVAS.

(b) In the delivery of the AMMD to the SELLER by hand or by cargo and similar means, the delivery note records issued by ASELSAN SİVAS and/or the carrier company shall be accepted as basis. In case the AMMD is sent to the SELLER by cargo and similar means, the SELLER shall check the information on the delivery note of the AMMD and in case of any damage and/or deficiency in the AMMD, the SELLER shall notify ASELSAN SİVAS in writing of such damage/deficiencies within 1 (one) day from the date of receipt of the AMMD. In the event that the damages and/or deficiencies specified in the AMMD are not notified to ASELSAN SİVAS in writing within the period specified above, such damages and deficiencies shall be under the responsibility of the SELLER within the

		
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framework of Article 5 (c).

(c) In case of loss, loss, damage or malfunction caused by the SELLER, the SELLER shall, at the discretion of ASELSAN SİVAS and with the approval of ASELSAN SİVAS, repair or replace the AMMD at its own expense or, if it is to be repaired at ASELSAN SİVAS, shall cover the repair cost notified by ASELSAN SİVAS. In cases where these are not possible, it shall indemnify the loss, loss, damage and the damage arising from the loss, damage and/or malfunction of the AMMD.

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

(e) If specified in the SE, the SELLER shall take out insurance for each AMMD under the conditions specified by ASELSAN SİVAS for any loss, damage or loss that may occur in the AMMD.

(f) In the event of delay in the performance of the Works due to the SELLER's breach of its obligations under this Article, the provisions of Article 8 shall apply.

(g) Until the AMMD is returned to ASELSAN SİVAS, the SELLER shall bear all risks and the SELLER shall take all measures for the protection of the AMMD at its own expense.

(h) Unless otherwise notified in writing by ASELSAN SİVAS, the AMMD shall be returned to ASELSAN SİVAS complete and undamaged within 10 (ten) days following the acceptance of the Works in accordance with Article 2 or, in case of termination of the SE, the notice of termination or expiry of the SE, whichever occurs first.

6. DELIVERY AND PACKAGING:

(a) The time and conditions for delivery/performance are as specified in the SE. The delivery/performance dates specified in the SE cannot be changed unless approved by ASELSAN SİVAS. In case the delivery/performance is not performed on the dates specified in the SE, the provisions of Article 8 shall apply.

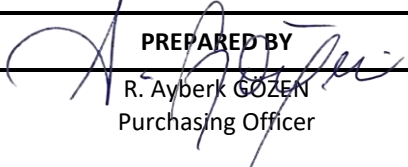
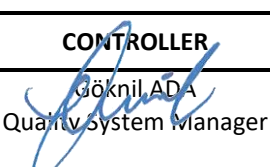
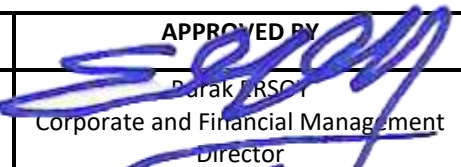
(b) Unless otherwise stated in the SE or unless otherwise approved in writing by ASELSAN SİVAS, early and/or partial delivery/release shall not be accepted.

(c) It is the obligation of the SELLER to ensure that the packaging of the Works is in such a way that the Works are not damaged during both transport (including stages such as loading, unloading, etc.) and storage, and any liability in case of damage to the Works belongs to the SELLER.

(d) Delivery, packaging and other aspects of transport shall be as specified in the SE.

7. FORCE MAJEURE:

(a) Natural disasters, general epidemics, declaration of general mobilisation, war and conditions deemed appropriate by ASELSAN SİVAS are the conditions that may be accepted as force majeure. In order for such circumstances to be considered under this article, such circumstances must have occurred after the Order Date, must not be under the control of the SELLER, must not be preventable despite the SELLER's due diligence

		
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in accordance with its prudent merchant capacity, must materially adversely affect the performance of the SELLER's obligations under the SE and must not be the direct or indirect result of the SELLER's inability to perform any of its obligations under the SE.

(b) In case of occurrence of force majeure; the SELLER is obliged to notify ASELSAN SİVAS in writing within 7 (seven) days following the date of occurrence of force majeure, the date, nature and estimated duration of the occurrence of force majeure and to prove the occurrence of force majeure with documents duly issued by the competent authorities and the nature of this delay and its effect on the performance of its obligations under the SE.

(c) In case of acceptance of Force Majeure by ASELSAN SİVAS, unless otherwise provided in the SE or unless a longer period is given in writing by ASELSAN SİVAS, the delivery/performance period shall be extended for a maximum of 30 (thirty) days provided that the SELLER is notified in writing.

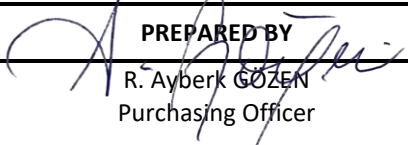
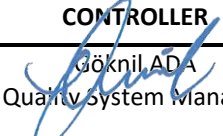
(d) Force Majeure cannot cause a price increase, entitlement of the SELLER to any rights under any name, or the SELLER's request for price difference or compensation.

(e) If the Force Majeure event exceeds 30 (thirty) days, ASELSAN SİVAS shall have the right to unilaterally terminate the SE without any notice and/or warning, provided that ASELSAN SİVAS shall only pay the price of the Works whose acceptance has been completed in accordance with Article 2 until that day. In this case, the provisions of paragraph (c) of Article 12 shall apply.

8. PENALTY FOR DELAY:

(a) If the SELLER fails to deliver/perform the Works within the time specified in the SE and/or fails to fulfil its warranty obligations within the period specified in Article 9 and/or if the Works are rejected by ASELSAN SİVAS in accordance with the provisions of Article 2 and/or fails to fulfil its other obligations/commitments under the SE within the specified period, except in cases of Force Majeure specified in Article 7; shall pay to ASELSAN SİVAS an amount of 0,8% (eight per thousand) for each day of delay, starting from the first day of delay, over the order price of the Works whose delivery/performance is delayed, or if a rate other than this rate is specified in the SE, at the rate specified in the SE, as a delay penalty as specified in Article 8 (b). The delay penalty shall not compensate for any loss incurred by ASELSAN SİVAS and all rights of action and claim arising from the loss are reserved.

(b) ASELSAN SİVAS may, at its sole discretion, request the payment of the delay penalty to ASELSAN SİVAS within 7 (seven) days following the date of receipt by the SELLER of the written notice to be sent to the SELLER, or may deduct the delay penalty from the payments to be made to the SELLER under this SE or from the payments to be made to the SELLER under any contract made between the SELLER and ASELSAN SİVAS or any purchase order issued by ASELSAN SİVAS to the SELLER. In the event that this penalty cannot be collected as stated above, the amount in question shall be collected from the performance bond of the SELLER, if any, without prejudice to ASELSAN SİVAS's excess rights. In case the said amount is collected from the performance bond, the SELLER is obliged to complete the amount of the performance bond within 7 (seven) days or to provide an additional performance bond equal to the amount deducted from the performance bond.

		
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(c) If the delay exceeds 10 (ten) days, ASELSAN SİVAS has the right to apply the provisions of Article 12 (a) and (c) or to grant additional time with or without penalty (in case of granting time without penalty, the SELLER shall be notified in writing) and to wait for the SELLER to fulfil its commitments.

9. WARRANTY:

(a) The Works delivered/performed within the scope of this SE shall be warranted against all kinds of material, workmanship, assembly, design and installation defects for a period of 24 (twenty-four) months unless otherwise stated in the SE. Unless otherwise stated in the SE, the warranty period starts 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, not repaired, refurbished, reconditioned or undergone extensive maintenance.

(c) The SELLER is obliged to eliminate the defects, defects or deficiencies to be detected in the Works under warranty within 15 (Fifteen) days (15 (Fifteen) days 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 to replace/reperform the Works with a new one if requested by ASELSAN SİVAS. Including but not limited to these; all costs related to the elimination of the defect in the Works, replacement of the defective Works with a new one, re-performance and the transportation of the defective Works from ASELSAN SİVAS facilities to the SELLER's facilities and the transportation of the defect eliminated/replaced Works from the SELLER's facilities to ASELSAN SİVAS facilities and all insurance costs during these transactions belong to the SELLER.

(d) In the event that the SELLER fails to fulfil its commitments under this Article 9 within the above-mentioned period, without prejudice to the provisions of Article 12 (a) and (c), ASELSAN SİVAS shall have the right, at its sole discretion, to apply the provisions of Article 8 over the price of the defective Work, or to perform it itself at the expense and risk of the SELLER, or to have it performed by third parties at the expense and risk of the SELLER. The rights of ASELSAN SİVAS arising from the law are reserved.

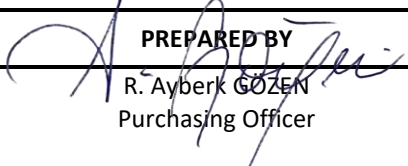
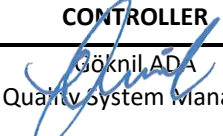
(e) Customers of ASELSAN SİVAS shall be entitled to benefit from the provisions of this Article.

10. QUALITY: 8.4.3 INFORMATION FOR EXTERNAL PROVIDERS

The organisation shall ensure the adequacy of the requirements before contacting the external provider.

The organisation shall inform external providers of its requirements for:

- the processes, products and services to be provided, including the identification of relevant technical data (e.g. specifications, drawings, process requirements, work instructions);
- approval:
 - products and services;
 - methods, processes and equipment;
 - placing products and services on the market;
- competence, including the necessary qualifications of persons;
- interactions of external providers with the organisation;
- control and monitoring of the performance of external providers to be implemented by the organisation;

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f. verification or validation activities that the organisation or its customer intends to carry out at the premises of external providers;

g. design and development control;

h. special requirements, critical items or key features; i. testing, inspection and verification (including production process verification);

j. the use of statistical techniques for product acceptance and related instructions for acceptance by the organisation;

k. need: - Implement a quality management system;

- use external providers identified or approved by the customer, including process resources (e.g. specialised processes);
- inform the organisation of non-conforming processes, products or services and obtain approval for their liquidation;
- prevent the use of counterfeit parts (see 8.1.4);
- notify the organisation of, and obtain the organisation's approval for, changes to processes, products or services, including changes to their external providers or production locations;
- flow through requirements applicable to external providers, including customer requirements;
- provide test samples for design approval, inspection/verification, research or audit; - retain documented information, including retention periods and disposal requirements;

l. the right of the organisation, its customers and regulatory authorities to access applicable areas of facilities at any level of the supply chain and applicable documented information;

m. to ensure that persons are aware of

- their contribution to product or service conformity;
- their contribution to product safety;
- the importance of ethical behaviour.

- The items mentioned above within the scope of Article 8.4.3 of the AS9100 Rev-D Standard are Approved and Implemented by the QMS as Procedures or Instructions, the description and application forms of which have been determined.

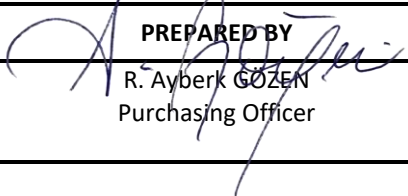
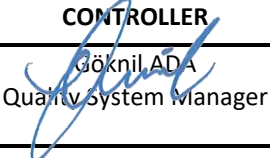
THESE RELATED PROCEDURES ARE AS FOLLOWS:

- 1-KYS-S01-P01 CONTROL OF DOCUMENTS PR
- 2-KYS-S01-P02 CONTROL OF RECORDS PR
- 3-KYS-S05-T03 SUSPICIOUS PRODUCT IDENTIFICATION CARD FILL. AND SUSPICIOUS PARTS LİS. OLU. TL
- 4-KYS-S04-P01 T01 TED.YERL.DİŞ.KAB.İŞL.TL
- 5 KYS-S01-P10 F08 OUR ETHICAL POLICY
- 6-KYS-T01 USE IN THE SYSTEM. LABEL KUL.TL
- 7-KYS-S01-P04-PL01 CORPORATE INTERNAL AND EXTERNAL COMMUNICATION PLAN
- 8-KYS-S04-P01 BID PURCHASING AND SUPPLY. PR
- 9-KYS-S02-P01 SALES AND BID PROCEDURE
- 10- KYS-S03-P03 TRANSPORT, SHIPPING, PACKAGING PR

The quality requirements for the Works are as specified in the SE and its relevant annex.

11. DISPUTE RESOLUTION:

Disputes arising from the SE shall be tried to be resolved through mutual negotiations, in all disputes that cannot be resolved, the laws of the Republic of Turkey shall be applied and Ankara shall be authorised to hear the disputes. The SELLER shall be covered by the SE until the resolution of the dispute.

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12. TERMINATION

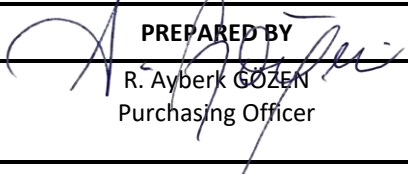
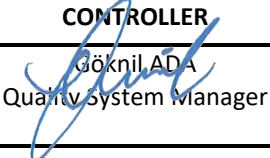
(a) If the SELLER fails to fulfil its commitment partially or wholly in breach of the provisions of the SE (except in cases of Force Majeure) or acts contrary to the provisions of the SE, becomes financially insolvent, goes bankrupt, liquidates its company or declares concordat or a similar situation arises, If ASELSAN SİVAS transfers the SE or assigns its receivables without obtaining the written consent of ASELSAN SİVAS, ASELSAN SİVAS may terminate the SE partially or completely upon written notice to the SELLER, without the need to give a period of time. In such a case, ASELSAN SİVAS shall have no financial or legal liability to the SELLER. In case the SE is partially terminated, the SELLER shall continue to fulfil its untermiated obligations. ASELSAN SİVAS, according to its own instructions, may request the transfer of the ownership and rights to the SELLER by paying the price in the SE following the acceptance of these Works, if there are Works completed by the SELLER but not delivered to ASELSAN SİVAS before the date of receipt of the notice of termination by the SELLER. In case of termination of the SE, ASELSAN SİVAS shall have the right to convert the performance bond given by the SELLER (if any) into cash as a penalty clause. ASELSAN SİVAS has the right to claim all kinds of damages and losses, including liquidated damages, from the SELLER and to procure the Works to be procured from the SELLER within the scope of the SE from third parties. In relation to the Works procured from third parties in this way; if ASELSAN SİVAS has to pay a price more than the price stated in the SE for these Works, the SELLER shall pay ASELSAN SİVAS the difference between the price paid and the price of the Works in the SE. Other consequences of this termination shall be as specified in paragraph (c).

(b) In the event that the commitments of ASELSAN SİVAS that give rise to the need for the execution of the Works within the scope of the SE are cancelled and/or deemed necessary for any reason whatsoever, ASELSAN SİVAS shall have the right to terminate the SE unilaterally with a written notice of termination to be sent to the SELLER by paying only the price of the part of the Works whose delivery/performance has been completed until the date the notice is received by the SELLER, even if an invoice has been issued, following the completion of the acceptance procedures in accordance with Article 2. In case of partial termination of the SE, the SELLER shall continue to perform its untermiated obligations. Other consequences of this termination shall be as specified in paragraph (c).

(c) In the event of termination of the SE, the SELLER shall return to ASELSAN SİVAS all documents given to it by ASELSAN SİVAS, all copies if reproduced, delivered/resigned Works, the AMMD mentioned in Article 5 and other items belonging to ASELSAN SİVAS, complete and undamaged and at its own expense within 10 (ten) days following the notice of termination. The part of the advance given to the SELLER which has not been offset from the payments made to the SELLER shall be repaid to ASELSAN SİVAS together with the interest stated in the SE or letter of guarantee to be calculated for the period between the date of payment of the advance to the SELLER and the date of repayment to ASELSAN SİVAS, if this amount is not paid, the relevant amount shall be collected from the advance letter of guarantee without any notice. ASELSAN SİVAS shall release this letter of guarantee following the repayment of the remaining advance on the SELLER to ASELSAN SİVAS.

13. TRANSFER AND ASSIGNMENT

The SELLER may not transfer or assign all or any part of its commitments under the SE or the receivables, rights and benefits to be obtained as a result of the SE to third parties without the written consent of ASELSAN SİVAS.

		
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Such consent, if given, shall not release the SELLER from its responsibilities under the SE. In the event that the SELLER makes such a transfer or assignment without the consent of ASELSAN SİVAS, ASELSAN SİVAS shall be entitled to terminate the SE in accordance with the provisions of Article 12 (a) and (c). The provisions of this Article shall also apply in case the SELLER merges with or is acquired by another company.

14. DISCLAIMER:

In the event of a breach of any provision of this SE, ASELSAN SİVAS's waiver or extension of time for commitments does not mean that the same or any other provision is waived in the event of any subsequent breach.

15. TRANSFER OF RISK AND OWNERSHIP:

The ownership of the works passes to ASELSAN SİVAS upon delivery/performance. The SELLER's responsibility under SE's warranty provisions does not eliminate its obligations under this article.

16. SECURITY:

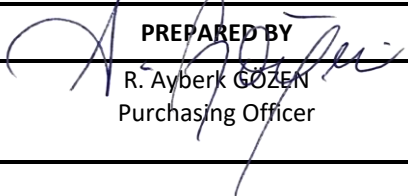
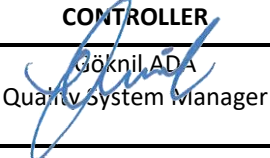
The SELLER, without the written consent of ASELSAN SİVAS, shall not disclose any information, documents, software, hardware and similar items given to it by ASELSAN SİVAS within the scope of the SE or learnt as a result of working together with ASELSAN SİVAS, regardless of whether such information and items are obtained before, during or after the termination of the SE, not to give this information to third parties, not to grant rights, not to disclose it, not to engage in advertising or promotional activities, to consider and treat this information as confidential, not to publish and not to reproduce it, and to comply with the records and conditions to be set by ASELSAN SİVAS in case of its written approval. 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 breach of confidentiality conditions by the SELLER or the personnel in charge of the SELLER, ASELSAN SİVAS reserves all kinds of lawsuit and claim rights. Other issues regarding confidentiality (if any) are as specified in the annexes of the SE.

17. LOGISTIC SUPPORT:

Unless otherwise stated in the SE, the SELLER agrees and undertakes to provide spare parts and maintenance-repair services for the Works both during the Order Period and for 20 (twenty) years following the expiry of the Order Period, upon the written request of ASELSAN SİVAS; against the price. This commitment shall also be valid after the Order Period.

18. LEGAL LIABILITY:

(a) The SELLER shall comply with the provisions of the Labour Law No. 4857, the Occupational Health and Safety Law No. 6331, the Social Security and General Health Insurance Law No. 5510 and other relevant legislation in force and any amendments that may arise thereof; Labour Law No. 4857, Occupational Health and Safety Law No. 6331, Social Security and General Health Insurance Law No. 5510 and other relevant legislation provisions in force and to comply with the changes that may occur in them, to ensure occupational health and safety, to eliminate occupational risk factors, The SELLER shall be solely responsible for preventing accidents and occupational diseases and taking all kinds of measures in terms of health/safety conditions, making the necessary warnings and providing all kinds of training to the SELLER personnel, ensuring that the SELLER personnel have/use all kinds of tools/equipment including protective clothing and/or equipment, as well as fulfilling all obligations arising from the contracts between the SELLER and its personnel. Legal and penal liability in these

		
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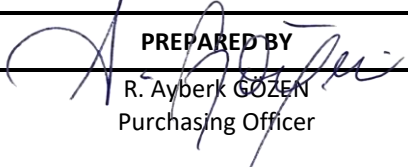
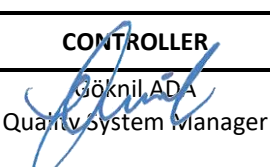
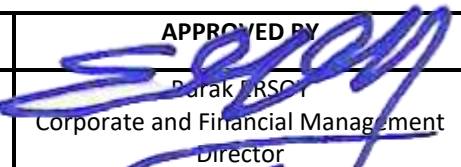
matters and all responsibilities arising from taxes, duties, fees and labour legislation belong exclusively to the SELLER as the employer.

(b) The SELLER, including but not limited to the following, arising out of and/or in connection with the performance of the Works; (a) death or injury of the SELLER personnel, ASELSAN SİVAS personnel and/or third parties and/or the occurrence of an occupational disease and/or an accident (including work accidents) with injury, death or damage, and/or (b) damage and/or loss of the property of the SELLER, ASELSAN SİVAS, and/or third parties; the SELLER shall be exclusively liable for all kinds of lawsuits, administrative proceedings, pecuniary/non-pecuniary damages, other claims, compensation for damages and losses, expenses (including all kinds of treatment and care costs and compensation for deprivation of support, incapacity for work) and payment of expenses to ASELSAN SİVAS and/or other relevant persons in relation to such death, injury, occupational disease, accident, damage, loss and/or loss, including attorneys' fees and expenses.

(c) In the event that ASELSAN SİVAS is obliged to make any payment in relation to the matters specified in this Article 18, ASELSAN SİVAS reserves the right to recourse such payments to the SELLER, without prejudice to its rights regarding excess. Such amounts that ASELSAN SİVAS has to pay within the Order Period shall be collected from the SELLER by the method specified for the collection of delay penalties in Article 8 (b). After the expiry or termination of the SE, the relevant amounts shall be collected from the SELLER in accordance with the general provisions.

19. PRIORITY ORDER:

The order of precedence in relation to the SE is: (1) the contract signed by the parties (if any), (2) the matters specified in the SE and its annexes, (3) the General Terms and Conditions of this Purchase Order

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