

## Supplier General Agreement

### A. PURPOSE

This Agreement consists of provisions stipulating operation of the below listed supplier firms in accordance with demands and conditions of Ege Kimya, maintenance of the standards determined based on the aforesaid conditions and uninterrupted provision of the products or services purchased throughout the relevant process:

1. Firms which sell or undertake to sell raw materials, packaging materials or machinery equipment and any kinds of factory supplies,
2. Firms which provide or undertake to provide maintenance / repair services for the machinery-equipment or immovable property or which provide services or undertake to provide services under an annual maintenance contract,
3. Firms which sell or undertake to sell fuel or energy to Ege Kimya,
4. Firms which provide **operating systems, personnel transportation forwarding, loading/unloading, various foods, security, cleaning, or catering** for Ege Kimya facilities, goods produced and personnel employed at such facilities .

Individual (Special) agreements may be drawn up between Ege Kimya and suppliers at the discretion of either party. Special terms of the purchased good or service may be specified therein. Although such agreements do not preclude the signing of the General Agreement, the latter should take precedence.

The obligation of the Supplier is limited by the purpose or the type of product/service the Supplier is executed for. Another type of purchasing shall not be carried out from the relevant supplier. If the supplier wishes to sell another type of product, this may be accepted provided that scope of the agreement is amended and signed.

Ege Kimya, based on ISO 9000 standard, shall be entitled to inspect or audit the production or operation facilities of the suppliers from which it purchases goods/services

### B. APPLICATION OF THE AGREEMENT BASED ON THE CLASSIFICATION OF THE GOODS OR SERVICES PURCHASED

1. **Purchasing of raw materials, packaging materials, machinery-equipment, and any kinds of factory supplies**

#### a. Purchasing of raw materials

Prior to beginning of raw materials, laboratory samples and products samples must have been approved based on Ege Kimya Purchasing Procedure. Since raw material packaging procedures require keeping of

each material in its own unique packaging, which has to be determined in advance and the same Standard has to be maintained continuously. In case a predetermined packaging is to be changed, Ege Kimya has to be notified in advance and its approval has to be obtained.

**-Producers,**

Supplier firms producing raw materials for selling to Ege Kimya undertake to produce in accordance with the Ege Kimya "Technical Specification". In line with this understanding, Ege Kimya delivers the Technical Specification to the producer firm and obtains confirmation related to its acceptance from the same. The supplier firm shall maintain the Technical Specification in its files during the period the raw material is sold (provided that its shelf life is specified) to and used in production at Ege Kimya and subsequently consumed by the customer (This matter shall be determined by using the raw material production number, lot number assigned when Ege Kimya purchased and used in production, and the information on the relevant invoices).

The producer firm shall produce the goods based on the values specified in the Ege Kimya Technical Specification and shall not deviate in any way whatsoever from the said values. Ege Kimya may not inspect the quality of the raw material purchased due to the trust established based on this Agreement. In such cases, sufficient amount of samples from each lot shipped shall be put aside and stored for quality control purposes when it is deemed necessary, and the raw material shall be directly used in production or stored for later use. Deviations from the product, spoilage in the goods or the problems caused upon the customer (due to the raw material) after the said raw material is used shall be fully reflected to the producer firm. The producer firm shall have to generate an analysis report (for the relevant shipment) and perform the shipment using the said analysis report and the material safety forms.

Ege Kimya shall notify the orders to the firm in writing (by e-mail or fax) using the "Order Form" prepared by the Purchasing Department, and shall receive confirmation of the "Shipment Specification" and delivery date and methods from the producer firm in the same way. The relevant order no and the raw material code (assigned by Ege Kimya) shall be specified on the dispatch list prepared for shipment of the raw material.

If deviations in delivery occur despite the confirmation on the delivery date is received from the producer firm, the producer firm shall be held liable for delays in the production by Ege Kimya. Therefore, if there are possible deviations in the confirmation date which is requested in the form, the producer firm has to revise its confirmation (at the beginning of the ordering process) based on that and notifies the revision to Ege Kimya in a timely manner. Revision (related to the Order Form in which the delivery date was confirmed) request forwarded by the producer firm may only be accepted if it does not lead to problems in the

production line of Ege Kimya. Otherwise, the producer firm shall be liable to Ege Kimya production due to its confirmation.

The producer firm specifies the packaging form of the raw material, which it has produced and sold, in advance and performs packaging based on approval (demands) of Ege Kimya. Labeling information regarding the relevant raw material such as definition, net weight (kg), and lot no and barcode information, if necessary, have to be on the packaging. Shipment method of the raw materials shall be determined by and between Ege Kimya Purchasing Department and the producer firm prior to shipment and stated on the Ege Kimya Order Form. Vehicle of the producer firm or of its forwarder has to comply with the rules applied in the Ege Kimya factory area for shipment of the raw material orders made as "To be delivered at Ege Kimya Factory".

The producer firm shall be entitled to request the periodical (weekly, monthly, quarterly, semi annually or annually) quantity of raw materials to be ordered for scheduling its own production. Such requests shall be specified in the special agreements to be executed by and between Ege Kimya and the producer firm. is entitled to purchase the packaging materials from one or more producers or vendors or to investigate such opportunities. Ege Kimya is obliged to take any packaging materials ordered from a producer by an Order Form and at the same time may make purchases from another producer or vendor for the same material or may procure all materials from the same firm (under a special agreement) .

Unit price of the raw materials which is subject matter of the sales transaction shall be specified by and between Ege Kimya Purchasing Department and the producer firm in the Order Form or the special agreement. The unit prices which were specified may not be changed except under force majeure conditions.

#### - **Sellers**

The goods sold by firms which purchase raw materials produced by another firm for selling Ege Kimya have to be compliant with the Ege Kimya "Raw Material Technical Specification". In line with this understanding, Ege Kimya delivers the Technical Specification to the producer firm and obtains confirmation related to its acceptance from the same. The Technical Specification shall be maintained just as the way it is requested from the producer firms.

The seller firm may not conceal the producer of the raw material which it sells, and has to deliver the analysis report and material safety form (prepared by the producer firm) to Ege Kimya. When the analysis report of the product which is subject matter of the sale transaction may not be obtained from its producer, the seller may have an organization, to be accepted by Ege Kimya, perform the required analysis (provided that the producer firm's name is indicated on the report). The seller shall be held liable against Ege Kimya from possible differences between the values reported and the value of the materials sold.

When the seller firm wishes to sell product of a different producer, the procedure which needs to be applied shall be executed prior to purchasing of the raw materials. Even if the seller firm is the same, if the producer of the materials changes, first sample approval is required.

Nevertheless, regulations applications of which are requested from the producer firms and which are applied shall be completely applicable for the seller firms. Seller firm signing the General Agreement shall not be entitled to transfer its responsibility (against Ege Kimya), by withdrawing from intermediary role, to the producer firm which it has purchased the said raw material concerning the inappropriate conditions of the raw material, which is subject matter of the sale transaction, arising during or after the sale. Loss incurred by the seller is an issue between the seller and its own supplier and has no relevance with Ege Kimya.

- **Working with public organizations selling raw materials as producers**

Compliance of the raw materials produced by the relevant organization with the technical specifications requested by Ege Kimya shall be determined by comparing the written technical values and approval of the production sample for laboratory and afterwards obtained from the relevant organization. Or, the relevant organization shall agree and confirm that it can produce raw materials which are appropriate to Ege Kimya Technical Specification.

Agreements prepared by the producer/seller public organizations based on their own terms due to certain legislation, which they have to comply with, shall be reviewed and signed by Ege Kimya Purchasing Department and then approval of the General Coordinator shall be sought.

A contract undertaking that there will not be any deviation in the raw material, to be sold by the relevant public organization, from the technical specifications which were checked in advance and mutually confirmed and the form they are packaged throughout the ordering period shall be prepared and signed by both parties. Particularly, losses incurred by Ege Kimya due to differences or deviations, which may arise in the technical specifications of the raw materials purchased, shall be claimed from the relevant organization.

The responsibility for the delivery of the analysis report of the raw material for which an order was placed and shipment was finalized and the material safety forms along with the materials shall lie with the relevant organization. Ege Kimya order no and code no shall be indicated on the dispatch list of the materials.

**b. Purchase of packaging materials**

Form of packaging during the shipment of the packaging materials for which an order was placed shall be determined in advance (by getting approval of Ege Kimya) and the standards specified shall be implemented continuously unless otherwise is stated.

#### **-Producers**

Supplier firms which produce packaging material for selling to Ege Kimya shall undertake to perform the production based on the "Technical Specification" or technical drawing or sample provided by Ege Kimya. This undertaking is in the form of delivering the relevant Technical Specification, technical drawing or sample to the producer firm and receiving the "received" confirmation from the same. Even if Ege Kimya does not control the quality of the packaging material, which it has ordered, at the time the material is delivered, it shall return the defective packaging material which is spotted when they are used. The producer firm shall be held liable for interruptions which may take place at Ege Kimya production line due to defective packaging materials.

Ege Kimya shall notify the orders the firm in writing (by e-mal or fax) using the "Order Form" prepared by the Purchasing Department, and shall receive confirmation of the "Shipment Specification" and delivery date and methods from the producer firm in the same way.

The producer firm shall prepare an analysis certificate for the packaging materials shipped (for that particular shipment) and deliver the said certificate to Ege Kimya along with the dispatch list of the materials. Ege Kimya order no and the code of the material (assigned by Ege Kimya) shall be stated on the dispatch list. If the packaging materials being shipped are on a palette or wrapped in a closed packaging; its definition, labeling information and if necessary the barcode information shall be stated on the packaging which wraps the material.

If deviations in delivery occurs despite the confirmation on the delivery date is received from the producer firm, the producer firm shall be held liable for delays in the production by Ege Kimya. Therefore, if there is any possible deviation in the confirmation date which is requested in the form, the producer firm has to revise its confirmation (at the beginning of the ordering process) based on that and notify the revision to Ege Kimya in a timely manner. Revision (related to the Order Form in which the delivery date was confirmed) request forwarded by the producer firm may only be accepted if it does not lead to problems in the production line of Ege Kimya. Otherwise, the producer firm shall be liable to Ege Kimya production due to its confirmation.

Shipment method of the raw materials shall be determined by and between Ege Kimya Purchasing Department and the producer firm prior to shipment and stated on the Ege Kimya Order Form. Vehicle of the producer firm or of its forwarder has to comply with the rules applied in the Ege Kimya factory area for shipment of the raw material orders made as "To be delivered at Ege Kimya Factory".

The producer firm shall be entitled to request the periodical (weekly, monthly, quarterly, semi annually or annually) quantity of raw materials to be ordered for scheduling its own production. Such requests shall be specified in the special agreements to be executed by and between Ege Kimya and the producer firm. Quantity of packaging materials ordered by Ege Kimya based on periods may be revised as increasing or decreasing (after getting approval of the producer firm) for reasons outside force majeure conditions.

Ege Kimya shall be entitled to purchase the packaging materials which are subject matter of the sales transaction from one or more producers or vendors or to make the relevant search. Ege Kimya shall be obligated to purchase the amount of packaging material ordered via the Order Form, but shall be entitled to purchase any amount of the same material it wishes from another producer or seller on the same dates or cover all of its needs (by signing a special contract) from one producer unless otherwise is stated.

Unit price of the packaging materials which are subject matter of the sales transaction shall be specified by and between Ege Kimya Purchasing Department and the producer firm in the Order Form or the special agreement. The unit prices which were specified may not be changed except under force majeure conditions.

#### **-Sellers**

The packaging materials sold by firms which purchase materials produced by another firm for selling Ege Kimya have to be compliant with the Ege Kimya "Technical Specification" or Technical Drawing. In line with this understanding, Ege Kimya delivers the "Technical Specification" or the Technical Drawing or a sample related to the relevant packaging material to the producer firm and obtains confirmation related to its acceptance from the same.

The seller firm may not conceal the producer of the packaging material which it sells, and has to deliver the analysis report (prepared by the producer firm) related to the material shipped to Ege Kimya. When the analysis report of the product which is subject matter of the sale transaction may not be obtained from its producer, the seller itself may prepare a report which documents technical specifications of the material (provided that the producer firm's name is indicated on the report).

There will not any objection for packaging material, which is subject matter of the sales transaction, when it is purchased from various producers and sold to Ege Kimya as long as it is compliant with Ege Kimya Technical Specification or the Technical Drawing and the producer is specified. Firm signing the General Agreement shall be held liable against Ege Kimya in such sales transactions.

Nevertheless, regulations applications of which are requested when purchasing is done from firms producing the packaging materials shall be applicable for the firms selling the packaging materials. Firm signing the General Agreement shall not be entitled to transfer its responsibility (against Ege Kimya), by withdrawing from intermediary role, to the producer firm which it has purchased the said raw material concerning the inappropriate conditions of the packaging material, arising during or after the sale. Loss incurred by the seller is an issue between the seller and its own supplier and has no relevance with Ege Kimya.

The seller firm shall be entitled to request periodical (weekly, monthly, quarterly, semi annually or annually) quantity of packaging materials to be ordered by Ege Kimya for scheduling its own production. Such requests shall be specified in the special agreements to be executed by and between Ege Kimya and the producer firm.

Quantity of packaging materials ordered by Ege Kimya based on periods may be revised as increasing or decreasing (after getting approval of the producer firm) for reasons outside force majeure conditions.

### **c.Purchasing machinery-equipment and spare parts**

Even though manufacturing firm's warranty in sales of machinery – equipment is set forth by law, it shall be stated in writing at proposal or order confirmation stage. And, the said warranty certificate shall be delivered to Ege Kimya along with the invoice which was prepared for the goods sold. Period of providing technical services, spare parts or support applicable after the guarantee period is expired shall be stated (as minimum). In case the firm actually realizing the sale transaction has a position such as seller, dealer, agent does not relieve it from its responsibilities against Ege Kimya due to the goods sold.

Firms which will provide technical service for the machinery-equipment during or after the guarantee period shall be given to Ege Kimya in writing. Ege Kimya shall held the seller firm liable due to unjust treatment in case technical service is not provided at all or is provided with delay when malfunctions and problems take place in the machinery-equipment sold during the guarantee period. Ege Kimya shall be entitled to make a special contract with any firm it wishes for receiving technical services after the guarantee period expires or may cover such need within its own resources. This situation shall not impact the spare part support period mentioned at the time of the sale (If the producer firm, in addition to the technical services mentioned by law, does not sell spare parts, service agreements shall be executed by such technical services).

Ege Kimya may state insufficient descriptions concerning definition, producer or technical details of the product when ordering the

machinery-equipment; firm making an offer or realizing the sale shall complete the missing information when making the offer.

Supplier may request an advance payment for producing the “machinery-equipment” which is ordered by Ege Kimya, Ege Kimya shall obtain a “promissory note” from the supplier in value equal to the cost of the goods ordered until the supplier fulfills its commitment.

Warranty period of the machinery-equipment which is subject matter of the sales transaction shall start at the time the said machinery-equipment is first operated under control of the producer firm or the technical service. This clause shall be stated on the Order Form and implemented; otherwise, the guarantee period shall be deemed to incept on the date the relevant invoice is prepared (If the product shall not be used right away, this situation has to be stated by the Ege Kimya personnel which initiates the purchasing order).

Shipment method, delivery date, payment terms and the packaging form of the machinery-equipment shall be mutually determined when the relevant order is placed and stated on the Ege Kimya “Purchasing Order Form” and approved by the parties. Firm realizing the sale shall be held liable for any problem which may arise within Ege Kimya due to the deviations in the delivery date or non-compliance with the packaging form.

Vehicle of the seller firm or of its forwarder has to comply with the rules applied in the Ege Kimya factory area for shipment of the machinery-equipment ordered made as “To be delivered at Ege Kimya Factory”.

Abovementioned rules shall be applied in purchasing spare parts for the machinery – equipment used in Ege Kimya.

#### **d.Purchasing of any factory supplies**

Factory **supplies** mentioned herein includes auxiliary materials used in production, construction materials, carrying-lifting-transferring items, hand tools, electricity **supplies**, measurement control materials, laboratory materials, office furniture and materials, stationeries, metal sheet-profile- corner piece- steel pipe etc materials made of any kind of metal alloys, attachment or assembling items, welding electrodes, valves, bolts etc materials, bearings, bearing bushing and spare parts, seals, glues, filters and filter materials, paints and painting materials, industrial grease, occupation and worker safety materials, all kinds of cleaning materials and other materials which are used at Ege Kimya.

Ege Kimya shall be entitled to request analysis reports for each purchase as it deems necessary based on the type and kind of the factory material purchased. If the firm selling the material is a “seller”, it may not conceal the producer. If **warranty**, spare part or maintenance support are necessary for the material which is subject matter of the

sale transaction, the regulation applied for machinery-equipment purchases shall be fully applicable.

Shipment method, delivery date, payment terms and the packaging form of the material which subject matter of the sale transaction shall be mutually determined when the relevant order is placed and stated on the Ege Kimya "Purchasing Order Form" and approved by the parties. Firm realizing the sale shall be held liable for any problem which may arise within Ege Kimya due to the deviations in the delivery date or non-compliance with the packaging form. Vehicle of the producer firm or of its forwarder has to comply with the rules applied in the Ege Kimya factory area for shipment of the raw material orders made as "To be delivered at Ege Kimya Factory".

Even if a special contract was made with the supplier concerning the factory material purchase, Ege Kimya shall be entitled to search for or test other suppliers.

Firm making sale shall be held liable, even if it is not the producer and even if the problem did not arise at the time of purchase, for problems which occur during its consumption (for instance skin rash due to soap used). Firm making the sale shall be entitled to claim compensation of damages from the producer. However, the producer's undertaking under such damages is documented via special contracts; supplier making the sale to Ege Kimya shall be entitled to use its rights arising out of the special contract and declare the producer as the responsible party.

The supplier shall be entitled to request the periodical (weekly, monthly, quarterly, semi annually or annually) quantity of factory materials to be ordered which are purchased on an ongoing basis for scheduling its own production. Such requests shall be specified in the special agreements to be executed by and between Ege Kimya and the supplier firm.

**2. Working with suppliers which provide repair/maintenance service or which provide service through yearly maintenance contracts for machinery-equipment or immovable property which belong to Ege Kimya**

Firms which will provide maintenance/repair service to Ege Kimya shall deliver the list of their personnel assigned for such purpose. Any changes in the aforesaid list shall also be notified in writing. Aforesaid personnel shall carry their ID cards for presentation upon request and those who are not on the list shall not be allowed to enter the premises. Damages caused by supplier's personnel who were not notified to Ege Kimya despite the fact that he/she had been removed from the abovementioned list by the supplier and who entered the premises on servicing grounds shall be claimed from the supplier.

Vehicle and personnel of the supplier firm or of its forwarder has to comply with the rules applied in the Ege Kimya factory area and the administrative building.

**a. Maintenance/repair services performed under warranty**

This refers to application of the legal **warranty** which is specified before a machinery-equipment is purchased or application of the **warranty** determined at the time of first purchase by and between Ege Kimya and the seller. It includes providing required services for the machinery-equipment purchased, on periodical or malfunction basis and providing the spare parts when needed by the seller firm, the producer firm or any firm which is specified and notified (in writing) to Ege Kimya in advance by the producer firm.

Ege Kimya shall exercise its rights granted by the existing laws (protection of the consumer, replacement or return of the goods within guarantee period..) in case required services are not provided in a timely manner, spare parts stock problems occur when the machinery-equipment malfunctions, and malfunctions continue in such a frequency that prevents regular operation of the machinery-equipment, training and technical support related to operation of the machinery-equipment are not provided. Firm selling the goods shall be held directly liable to Ege Kimya for such reasons.

Responsible technical personnel of the firm providing services within the **warranty** period shall report all services to be provided or provided at each visit using the maintenance/repair form, shall have an Ege Kimya responsible personnel's signature and approval and leave a copy of the form at Ege Kimya.

In case the malfunction can not be repaired at Ege Kimya, the firm providing the service shall get the approval of the relevant person in charge in Ege Kimya and take the relevant machinery-equipment to his premises. Time at which the said machinery-equipment will be returned back to Ege Kimya shall be notified in advance. In case the period during which the machinery-equipment will be absent in Ege Kimya is too long such that interrupts the operation at Ege Kimya, Ege Kimya shall be entitled to request another machinery-equipment from the firm providing the service while using during the aforesaid period. Ege Kimya shall hold the seller liable in case it experiences unjust treatments in the requests made under such circumstances.

**b. Working with suppliers providing maintenance / repair services for machinery-equipment which are out of the warranty period or are outside the warranty coverage**

Yearly maintenance contracts are made with companies providing services for machinery-equipment which are being used and which are out of sales

**warranty.** The ways and terms of working with such firms shall be detailed in the relevant contracts executed.

Ege Kimya shall be entitled to provide maintenance services of the machinery-equipment through its own resources or request the services without executing maintenance contracts. Firm providing the service shall prepare a “service report” for the service requested and spare parts to be used and deliver the aforesaid report to Ege Kimya, and the service shall be performed following approval by Ege Kimya. Results of the maintenance / repair shall also be documented on the same report or on a separate sheet and shall be signed. If any part is changed under such maintenance / repair services, guarantee which comes with the new part shall be requested.

### **3. Fuel and energy purchases**

Ege Kimya operates by executing special contracts with the suppliers from which fuel and energy are purchased. Work to be performed before and after the purchasing transaction and the method of purchase shall be detailed in such contracts which shall be signed by both parties.

Purchases made by Ege Kimya without executing contracts are purchases made for company cars or the transportation vehicles which belong to Ege Kimya. Such purchases may not always be made from the same firm and any damages inflicted upon Ege Kimya due to the fuel oil purchased shall be handled as per requirements of the law.

Vehicle and personnel of the supplier firm transporting fuel oil for Ege Kimya have to comply with the rules applied in the Ege Kimya factory area.

### **4. Working with suppliers which provide operating systems, personnel transportation forwarding, loading/unloading, food, various foods, ,security, cleaning, or catering .services**

Suppliers providing the above mentioned services shall give in advance the list of their personnel who will work in the factory or administrative building of Ege Kimya. Personnel assigned by the supplier firms shall carry their company ID cards on them at all times and outfit or equipment suitable for their function shall be provided by the supplier. Personnel whose name is not on the aforesaid list shall not be admitted into Ege Kimya premises. Any changes in the aforesaid list shall also be notified to Ege Kimya in a timely manner. The supplier firm shall be held liable for any personnel who was not notified or was notified late, and who enters Ege Kimya premises and causes damages.

#### **a.Firms providing the operating system**

Terms and conditions of working with such firms shall be established by special contracts prepared for this purpose.

#### **b. Suppliers providing transportation service for the personnel**

Ege Kimya works with suppliers providing transportation service for the personnel based on yearly contracts. The routes, types of vehicles, names of the personnel on duty, punch-in and punch-out times are specified in such contracts.

#### **c. Suppliers providing forwarding, loading/unloading services**

Ege Kimya works with suppliers providing forwarding or cargo services for the raw materials or products which belong to Ege Kimya based on yearly contracts. Operation method and other regulations are detailed in such contracts.

Firms without any contract or their personnel that enter Ege Kimya to deliver goods or documents (firms which do not provide continuous service) are required to comply with the rules established in Ege Kimya factory or the administrative building.

#### **d. Suppliers providing catering, security, table -service and cleaning services**

Ege Kimya works with suppliers providing catering, security, table-service and cleaning services in Ege Kimya based on yearly contracts. Operation method and other regulations are detailed in such contracts.

### **C. PENAL SANCTIONS**

Purpose of a contract is to ensure uninterrupted operation of the process of the goods or services purchased. Penal sanctions shall be applicable in the special contracts made, in addition to the General Agreement, with the Supplier. If a special contract was not executed and the goods or services purchased breach or violate the terms and conditions of the General Agreement, Ege Kimya shall charge the damage, amounting to not less than YTL 1000, to the relevant supplier. Moreover, real damage to be incurred by Ege Kimya due to aforesaid is related to the costs of the process which the goods or services purchased pertain to, and therefore time lost shall also be added.

### **D. CONFIDENTIALITY**

All supplier firms working with Ege Kimya shall use the commercial and technical information pertaining to Ege Kimya just for purposes of the sales transaction made or all results and data accessed due to the contract to be executed under

strict confidentiality condition and use such information only for making sales to Ege Kimya or for purposes and collaborations of the contract.

This obligation shall be applicable for a minimum of 10 years even if the business relation of the parties terminates.

Otherwise, Ege Kimya shall be entitled to a compensation claim for no less than YTL 10.000.

## **E. FORCE MAJEURE EVENTS**

Conditions which make it impossible to perform this present agreement under the terms and conditions specified and which are impossible to foresee and take precautions for in advance are called force majeure events (Flood, earthquake, general strike etc). Following conditions related to the supplier's personnel shall not be accounted as force majeure events: dismissal, resignation or taking time off or vehicle breakdowns.

Party claiming the existence of a force majeure event shall immediately notify the other party in writing, the parties shall meet to discuss results of the condition and seek an acceptable solution for continuation of the agreement.

## **F. DEFINITION OF THE SUPPLIER'S CAPACITY TO EXECUTE THE GENERAL AGREEMENT WITH EGE KİMYA (TO BE COMPLETED BY THE SUPPLIER)**

Trade Name of the Supplier:

Head Office Address:

Telephone & Fax Numbers:

Trade Registration Number:

Tax Authority & Number:

Explanation the capacity with which the General Agreement is accepted:

(For example : This present General Agreement was signed with producer firm capacity making raw material sales to Ege Kimya).

## **G. TERM OF THE GENERAL AGREEMENT**

This present General Agreement shall be valid for one year. Parties shall decide (in writing) not to continue for the coming year at one month prior to the end of the aforesaid period. An agreement made with Ege Kimya during the year shall be deemed valid until the end of the same year. If a decision on not to continue is not taken, the Agreement shall remain valid for the next year. Ege Kimya shall be entitled to terminate the Agreement or stop purchasing before the said period expires (unless a special contract was executed).

## **H. MISCELLANEOUS PROVISIONS**

Addresses mentioned in this Agreement are notice addresses of the parties; any notice sent to this address shall bear validity and results of a legally valid notification unless address changes are notified by the parties (Mail and factory addresses of Ege Kimya are given below).

Supplier may request an advance payment for investment oriented manufacturing machinery orders.

Ege Kimya, Ege Kimya shall obtain a "promissory note", as collateral, from the supplier in equal value to the cost of the goods ordered, which is to be returned when the goods are delivered.

Suppliers working with Ege Kimya shall deliver the invoices, of the goods and services which they have sold, to Ege Kimya within no later than two business days. Ege Kimya shall not be held liable for delays generated due to invoices which are not delivered in the aforesaid time period.

Suppliers may not transfer their credits from Ege Kimya to 3<sup>rd</sup> parties without getting written prior consent of Ege Kimya. İstanbul Central Courts and Bailiff's Offices shall be authorized for settlement of disputes arising out of performance of the Agreement.

Stamp tax and other duties and charges arising out of the Agreement shall be paid by Ege Kimya.

THIS PRESENT AGREEMENT CONSISTING OF 8 (EIGHT) MAIN ARTICLES ARE READ AND SIGNED BY THE PARTIES.

Ege Kimya Sanayi ve Tic. A.Ş.

Head Office and İstanbul Factory Addresses:

Cendere Yolu No: 16-18  
Kağıthane / İSTANBUL  
Telephone: 0212 2946567 pbx  
Fax : 0212 1940490

Adapazarı Factory Address:

Aşağı Kirazcı Mahallesi  
Okul Sokak  
Nehirkent / ADAPAZARI

Telephone: 0264 2293200 pbx  
Fax : 0264 2293854