

# Eurofins Assurance Turkey Kal. ve Den. Hizm. Ltd. Şti.

## Audit and Quality Assurance Services

### General Terms and Conditions

#### 1. General

1.1 Any order or Service provided by **Eurofins Assurance Turkey Kal. ve Den. Hizm. Ltd. Şti.** (hereinafter referred to as “**Eurofins**”) shall be subject to these General Terms and Conditions of Service (hereinafter referred to as the “**General Service Conditions**”). Any amendment or modification to the General Service Conditions at any time shall require the written mutual agreement of both parties.

1.2 The information contained in brochures, catalogues, or other documents published by EUROFINS, as well as any information, advice, or opinions provided by any EUROFINS representative, are for indicative purposes only.

1.3 EUROFINS reserves the right to reject any order that does not comply with or is contrary to the General Service Conditions for legitimate reasons.

#### 2. Service Provisions

2.1 The Services performed on behalf of the organization or individual providing work instructions to EUROFINS (hereinafter referred to as the “**Client**”) shall be carried out by EUROFINS using techniques and processes that allow for independent, impartial, transparent, and objective operations.

2.2 The final outcome of the Services shall consist of a certificate or document (hereinafter referred to as the “**Report**”) presenting the information collected during the performance of the Services, including photographs.

2.3 EUROFINS Services (hereinafter referred to as the “**Service**” or “**Services**”) include, but are not limited to, the following activities carried out by EUROFINS:

- Factory inspections;
- Pre-production inspections;
- During-production inspections and quality control;
- Pre-shipment inspections and quality control.

2.4 EUROFINS provides the Services in accordance with international ISO 2859 standards (also known as MIL STD 105 E and NFX 06.022), as detailed in written communications with the Client.

2.5 Unless the Client expressly specifies that the Services must be performed elsewhere, the Services shall be carried out at the supplier’s premises.

2.6 In all cases, the location where the Services are performed shall comply with the relevant provisions of the “EUROFINS CPA Guideline” published by EUROFINS and shall enable EUROFINS to provide the Services under appropriate conditions. This document may be obtained from EUROFINS upon request.

2.7 The information stated in the Report is derived from the results of inspection or control procedures carried out in accordance with the Client’s specified instructions and/or from the evaluation of such results based on any technical standards, commercial customs or practices, or other conditions that should be taken into consideration according to EUROFINS’ professional judgment.

2.8 Findings reports issued following the inspection of samples contain only EUROFINS' opinion regarding the inspected sample and do not express any general opinion regarding the batch from which the inspected sample was taken.

2.9 Findings reports issued by EUROFINS shall reflect only the facts recorded by EUROFINS during the performance of the Services and within the limits of the instructions received.

2.10 EUROFINS shall have no obligation to refer to or report any facts or circumstances that fall outside the scope of the instructions received.

2.11 In the event that EUROFINS receives documents reflecting agreements concluded between the Client and third parties, or third-party documents such as copies of sales contracts, letters of credit, bills of lading, etc., such documents shall be deemed to be provided for information purposes only and shall neither extend nor restrict the scope of the Services or the obligations accepted by EUROFINS.

2.12 EUROFINS does not replace the Client or any other third party through the Services it provides. The Client acknowledges that it shall not be relieved of its own obligations.

2.13 Unless authorized by the Client, no party other than the Client shall have the right to give instructions to EUROFINS, particularly with regard to the scope of the inspection or the delivery of the Report.

2.14 In the event that sample products required for the performance of the Services (approved samples, PPS, etc.) are retained by EUROFINS, all samples shall be stored for a maximum period of three (3) months, or for such shorter period as may be permitted by the nature of the sample, after which they shall either be returned to the Client or otherwise disposed of at EUROFINS' discretion. Upon expiration of this period, EUROFINS' use of and responsibility for such samples shall cease.

2.15 Storage of samples for longer than three (3) months shall be subject to a storage fee payable by the Client. In the event the samples are returned, transportation and shipping charges shall be invoiced to the Client. Disposal charges, where applicable, shall also be invoiced.

### 3. Client Obligations

3.1 The Client shall:

- a) Guarantee that sufficient information, instructions, and documentation will be provided through its Supplier in a timely manner (no later than seventy-two (72) hours prior to the requested Service in order to ensure the proper execution of the operations);
- b) Provide EUROFINS representatives with all necessary access to the locations where the Services will be performed and, together with its Supplier, take the necessary actions to eliminate any obstacles or interference;
- c) Provide any special equipment and personnel required for the performance of the Services, if necessary;
- d) Ensure that evaluations of the facilities under the Client's social and environmental criteria are completed and that corrective actions are monitored prior to the commencement of production.

3.2 The Client shall exercise the utmost care to ensure that all of the above obligations are complied with by its employees, suppliers, agents, business partners, or any other persons acting on behalf of or in the interest of the Client.

3.3 In the event that the Services must be cancelled due to the failure to fulfill the obligations stated above, the Services shall be deemed to have been performed, and EUROFINS shall charge the Client's Supplier the full fee as a "Cancelled Service" charge. In the event that the Supplier fails to make payment, the Client shall support EUROFINS in ensuring that such

payment is made by its Supplier.

## **4. Fees and Payment**

4.1 EUROFINS reserves the right to modify the prices of its Services at any time. The Client shall be informed of such changes prior to the implementation of the new prices.

4.2 Fees that have not been determined between EUROFINS and the Client at the time the order is placed or during contract negotiations shall be charged according to EUROFINS' standard rates, and all applicable taxes shall be borne by the Client.

4.3 Unless a shorter period is specified in the invoice, the Client shall make payment immediately and no later than thirty (30) days from the relevant invoice date, or within any other period that may be determined by EUROFINS. All amounts payable to EUROFINS shall accrue interest at the statutory default interest rate from the due date until the date payment is actually received.

4.4 Since the fees quoted to the Client are based on the information provided by the Client and are valid as of the date the quotation is issued, EUROFINS reserves the right to increase its fees if it is determined that the Client's instructions are not consistent with the information initially provided or used for the purpose of obtaining the quotation. Clients shall be informed of any increase in fees.

4.5 Additional fees shall be charged for Services not included in the contract and/or for urgent Services, Service cancellations, or rescheduling, and such fees shall be payable in accordance with EUROFINS' applicable pricing rates.

4.6 The Client shall not be entitled to withhold or defer payment of any amount due to EUROFINS by reason of any dispute, counterclaim, or set-off that the Client may assert against EUROFINS.

4.7 A copy of EUROFINS' current price schedule may be obtained from EUROFINS upon request.

4.8 In the event that unforeseen issues or expenses arise during the performance of the Services, EUROFINS shall inform the Client and shall be entitled to charge additional fees to cover the extra time and costs necessarily incurred in completing the Services.

4.9 Domestic and international bank transfer charges shall be borne by the Client.

4.10 If the Client requests its supplier to bear the re-inspection fee, the Client shall nevertheless remain responsible for the invoices, and any unpaid invoices by the supplier may be requested from the Client one (1) month after the date of issuance.

## **5. Orders**

5.1 EUROFINS has been requested to provide a written document or an online report and shall do so. The format of such report is attached to this Agreement.

5.2 The Services shall only be completed after the Client's order has been expressly accepted by EUROFINS in writing.

5.3 Any possible modifications requested by the Client shall only be taken into consideration within the scope of EUROFINS, subject to EUROFINS CPA's sole discretion and prior written approval, and only if such modifications are communicated in writing.

5.4 EUROFINS shall exercise due care in the selection and assignment of personnel who have received appropriate training for their duties.

5.5 In the event that the order contains highly specific instructions that may fall outside EUROFINS' field of activity or expertise, the Client acknowledges that EUROFINS personnel

may not possess the professional skills or appropriate equipment required to perform the Services and that, therefore, EUROFINS may refuse to perform the Services in order to avoid liability for any improper conduct.

5.6 EUROFINS shall inform the Client in writing, prior to the inspection date, of any practical difficulties that may arise during the inspection due to highly specific instructions falling outside its field of activity or expertise.

## **6. Report Content**

6.1 The Report is prepared solely for the benefit of the Client, based on information, documents, and/or samples provided by or on behalf of the Client.

6.2 The Report shall reflect the findings of the Services at the time and place where the Services were performed. This Report does not relieve sellers or suppliers of their legal and/or commercial obligations.

6.3 For inspection services, the report shall be sent within a maximum of twenty-four (24) hours following completion of the inspection activity. Any draft Report provided to the Client is for information purposes only and shall have no legal validity.

## **7. Transportation of Goods**

7.1 EUROFINS shall not be held liable for delays in transportation or transportation obligations. Accordingly, in the event of damage, breakage, or missing goods before or after the required intervention, the Client shall be responsible for notifying the carrier of all necessary reservations and confirming such reservations to the carrier by registered letter with acknowledgment of receipt within three (3) days following delivery.

## **8. Liability**

8.1 EUROFINS is neither an insurer nor a guarantor and therefore disclaims all liability in such capacities. Any Client seeking a guarantee against loss or damage shall obtain appropriate insurance coverage.

8.2 EUROFINS shall not be held liable for any delay, partial performance, or total failure in the performance of the Services arising directly or indirectly from any event beyond EUROFINS' control, including the Client's failure to fulfill any of its obligations under this Agreement.

8.3 EUROFINS shall not be liable for any indirect or consequential losses, including but not limited to loss of profit, loss of business, or loss of opportunity.

8.4 If EUROFINS is unable to perform all or part of the Services for any reason beyond its control, including the Client's failure to fulfill any of the obligations mentioned above, the Client shall nevertheless remain liable for payment of:

all non-refundable expenses incurred by EUROFINS; and

a proportion of the agreed fee corresponding to the proportion of the Services actually performed.

## **9. Claims**

9.1 The Client shall review the Report and the information provided by EUROFINS before deciding to ship the inspected products.

9.2 In the absence of any reservation upon delivery of the Report, the Report delivered by

EUROFINS shall be deemed accepted by the Client in terms of quantity and quality.

9.3 In the event of any claim or complaint, the Client must notify EUROFINS in writing within thirty (30) days following discovery of the facts alleged to justify such claim. In any event, if no claim is brought within one hundred and twenty (120) days / four (4) months from:

the date on which the Services giving rise to the claim were performed by EUROFINS; or

the date on which the Services were scheduled to be performed, where it is alleged that the Services were not performed,

EUROFINS shall be discharged from all liability for any loss, damage, or expense.

9.4 Neither EUROFINS nor its Quality Controllers, employees, agents, or subcontractors shall be liable for any actions taken or not taken by the Client or any third party based on the Report where incorrect results arise from unclear, inaccurate, incomplete, misleading, or erroneous information provided to EUROFINS.

9.5 EUROFINS' liability in respect of any claim for loss, damage, or expense of any nature whatsoever shall under no circumstances exceed an amount equal to ten (10) times the fees paid for the specific Services giving rise to such claim.

## 10. Force Majeure

10.1 The following events shall be deemed force majeure events releasing EUROFINS from its obligations:

strikes, civil or foreign wars, riots, acts of terrorism, total or partial destruction of facilities and production plants, industrial accidents, transportation disruptions, supply difficulties, customs measures of any kind or origin, and acts, decisions, or omissions by regulatory authorities or third parties adversely affecting EUROFINS' activities.

10.2 EUROFINS shall not be liable for any breach of its contractual obligations arising from any force majeure event described above.

## 11. Termination of the Agreement

11.1 EUROFINS shall have the right to terminate the Agreement or suspend the Services in the following circumstances:

if the Client materially breaches its obligations under these terms and conditions and/or the terms of reference and, where such breach is capable of remedy, fails to remedy the breach within ten (10) days following receipt of notice from the Non-Defaulting Party (EUROFINS). Material breaches include, but are not limited to, deliberate and intentional violations of obligations by the Client;

if the Client becomes bankrupt, insolvent, or suspends payments.

## 12. Confidentiality

12.1 "Confidential Information" shall include oral and written proprietary information or information relating to the business of the other party obtained by one party from the other party. However, Confidential Information shall not include information that is publicly available or subsequently becomes publicly known. Confidential Information shall also exclude information already known to the receiving party prior to disclosure by the disclosing party and information disclosed by an independent third party entitled to make such disclosure.

12.2 Unless required by law or by a judicial, administrative, or other regulatory authority, no party, agent, or subcontractor shall use or disclose Confidential Information to any person

without the prior written consent of the other party, except for the purpose of the Services provided by EUROFINS.

### **13. Ethical Rules**

13.1 EUROFINS respects the rights and freedoms of all individuals and complies with all applicable laws.

13.2 By accepting these General Service Conditions and using our Services, you agree to comply with our ethical rules. The Client shall remain fully liable in the event of any breach of these General Service Conditions and/or applicable laws and regulations, without prejudice to the Client's liability towards third parties.

13.3 The Client agrees to use EUROFINS Services strictly in a lawful manner and in compliance with applicable laws and EUROFINS' General Service Conditions.

### **14. Miscellaneous**

14.1 If any one or more provisions of these Terms and Conditions are found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **15. Governing Law and Jurisdiction**

15.1 Unless otherwise specified, these General Service Conditions shall be governed by and construed in accordance with the laws of the Republic of Türkiye.

15.2 Any and all disputes or differences arising out of or in connection with the Services shall be submitted to the exclusive jurisdiction of the Istanbul Central (Çağlayan) Courts.