

General purchasing terms and conditions of Schott Orim Cam Sanayi ve Ticaret A.Ş.

1. Applicability

The following terms and conditions govern orders and any other contracts relating to the delivery of goods or the performance of services between the supplier of goods or the service provider (hereafter "**Supplier**") and Schott Orim Cam Sanayi ve Ticaret A.Ş., a joint stock company duly organized and validly existing under the laws of the Republic of Turkey, registered with Çerkezköy Trade Registry under number 4114 and whose registered office is at Organize Sanayi Bölgesi, Gazi Osman Paşa Mahallesi, Dinçkök Sokak, No:5, Çerkezköy, Tekirdağ, Turkey (hereafter "**SCHOTT**") using these terms and conditions. These terms are not applicable for construction, construction services or employment contracts. The general terms of business of the Supplier do not apply unless SCHOTT has agreed to them in writing with explicit reference to the terms of business of the Supplier.

Except as otherwise stated herein, Supplier and SCHOTT are referred to herein individually as a "**Party**", and collectively as "**Parties**".

2. Quotes and orders

2.1 Quotes and cost estimates of the Supplier are free of charge and do not imply any obligation for SCHOTT.

2.2 Only orders issued in writing are binding for SCHOTT and verbal agreements, including side agreements, changes or amendments to the order require a written confirmation from SCHOTT to be valid.

2.3 If the electronically facilitated order process has been agreed between the Supplier and SCHOTT via the SCHOTT Procurement Office ("**SPO**"), the SPO-conditions shall apply to the technical order process, in all other aspects, the present terms and conditions shall apply.

2.4 Unless expressly stated otherwise, the order of priority of the terms and conditions that apply to the deliveries and services commissioned through the orders is as follows:

1. SCHOTT order letter
2. Product or service specification, respectively requirement documents
3. These present general purchasing terms and conditions with the respective references.
4. Offer of the Supplier.

3. Delivery period and delay of delivery

3.1 The delivery period begins on the date of the order. Early deliveries or services, or part deliveries or part services, require the prior consent of SCHOTT.

3.2 Without prejudice to the legal rights, SCHOTT shall be entitled, in the case of a delay by the Supplier, to charge an amount equivalent to 0.2 % of the price for the part of the order affected by the delay for every commenced working day of the order delay in addition to the claim to performance up to a maximum amount, however, of 5% of the price as liquidated damage. The foregoing does not affect SCHOTT's rights to claim (i) additional damages in case that the lump sum of liquidated damage does not cover the real loss occurred by SCHOTT due to delay and/or (ii) reimbursement of any costs or any expenses arising or arose from delay of the Supplier.

3.3 Should the Supplier also not fulfil the delivery or service within a period of grace determined by SCHOTT, SCHOTT shall be entitled to commission the contractual performance to a third party and to demand compensation from the Supplier for any necessary expenditures and additional charges. SCHOTT also has the right to demand compensatory damages in lieu of specific performance.

3.4 For the purpose of establishing the timeliness of delivery or rectification of delivery of goods, the relevant point in time is the date of receipt at the place of receipt designated by SCHOTT (hereafter "**place of delivery**"). Apart from that, timeliness of services is determined by the date on which the services are rendered completely as agreed upon and accepted as completed by SCHOTT.

4. Order completion

4.1 The Supplier must indicate the SCHOTT purchasing department, order number, order date and the name of the SCHOTT purchaser in all documentation.

4.2 Subcontracts may only be awarded to third parties by the Supplier with the prior written consent of SCHOTT, provided that it is not merely a case of supply of marketable components. In any case the Supplier is obliged to ensure that in the event that a third party is subcontracted, it is able to perform the subcontracted services competently and reliably and that it meets its legal obligations as required by applicable laws, in addition to meeting the requirements for its activities as mandated by applicable law. The Supplier is obliged to place its subcontracted parties under the same obligations it itself is under with SCHOTT, without prejudice to any occupational safety and security obligations arising from applicable law, for the assigned duties, in particular with regard to the confidentiality obligation, data protection and proof of an adequate factory and product liability insurance. The responsibility for the contractual performance and the liability for any neglect of duty of the third party remain with the Supplier.

4.3 The Supplier is obliged to perform the delivery and service on its own responsibility in accordance with the current state of the art and with the aid of qualified personnel or skilled employees properly and according to the specifications, and to comply with the applicable legal and administrative provisions and any other regulations. This obligation remains unaffected from the approval of documentation and other information by SCHOTT. In addition, the Supplier is obliged to observe the statutory regulations to combat illegal employment. Furthermore, the Supplier must meet the applicable occupational safety conditions of SCHOTT whenever the Supplier is on SCHOTT's premises.

4.4 The Supplier is not allowed to change, remove or operate SCHOTT factory equipment without prior consent. SCHOTT is not liable for any property brought onto SCHOTT's premises by the Supplier.

4.5 Goods must be delivered in accordance with the Incoterms® 2010 provision specified in the order, unless otherwise agreed. According to the Incoterms® provision, the Supplier must choose transport facilities and transport insurance in agreement with SCHOTT. Every delivery must include a delivery note indicating the SCHOTT order number, symbol, date, department/processor and SCHOTT item number, as well as a description of the contents according to type and quantity, a packing slip and, if required, test certificates in accordance with the agreed specifications and any other required documentation.

In the case of software products, the delivery obligation is only fulfilled once all the (system specific and user)

documentation is provided. For any application developed specifically for SCHOTT, the source code of the application with its appropriate documentation must also be delivered additionally.

4.6 For devices, machines or installations, a technical description and an operating manual in accordance with the statutory provisions must also be provided free of charge. Furthermore, devices, machines or installations must meet the requirements of the applicable safety regulations in force at the time of delivery. For machine and installation deliveries, the Supplier must provide the required or agreed documentation, in particular relating to approval, assembly, installation, operation, maintenance and repair.

4.7 The goods must be packaged with appropriate, environmentally sustainable materials that can be recycled. Apart from that the relevant statutory provisions of the applicable packaging ordinance, if any, also apply. Tools and equipment shall not be loaded together with goods. Packaging costs shall be indicated separately at cost price in the offer and the invoice.

Supplier performs any unpacking or unloading operations on SCHOTT's premises at its own responsibility and takes on the responsibilities of the packager and loading agent as the case may be.

4.8 Dangerous goods must be packaged, labelled and transported or dispatched in accordance with the applicable national and international provisions. With regard to deliveries to the territory of the EU, Supplier must in particular observe all the Supplier's obligations according to the European Chemical Substances Regulation for the Registration, Evaluation, Authorisation and Restriction of Chemicals - EU Regulation 1907/2006/EG - (hereafter „REACH-VO“). Furthermore, the Supplier will provide SCHOTT with a safety data sheet according to Article 31 REACH-VO in the language of the recipient country in all cases stipulated in Article 31 item 1 to 3 REACH-VO and warrants to meet its obligations under REACH-VO, such as the preregistration or registration of materials contained in the goods or approval in accordance with REACH-VO and information obligations. In particular the Supplier is obliged to inform SCHOTT immediately, if one component of a good contains a substance within a concentration of more than 0.1 weight by weight (W/W), which meets the criteria of Article 57 and Article 59 of REACH-VO (so-called "substances of very high concern"). This is also applicable for any packaging material.

4.9 The Supplier must meet all the requirements of the applicable national and international customs and foreign trade legislation. It is liable to SCHOTT for ensuring the correct labelling of all deliveries subject to a requirement to label and that the customs tariff number and the number from the applicable national export list in particular are indicated.

Order acknowledgements and all shipping documents must also be labelled. The Supplier must in particular alert to any potential authorization requirements for (re-) exports in the above mentioned documents or invoices according to the respective national export and tariff regulations as well as the export and tariff regulations of the country of origin of the goods and services - in particular items under the US Re-export Controls - and must inform SCHOTT detailed and in writing along with the corresponding export list and customs code number.

4.10 Goods delivered to the territory of the EU must meet the source requirements under the preferential trade arrangements of the EU, unless the order expressly stipulates otherwise. These can be viewed on the official website of the European Commission. The respective internet link, which was available at the time this document

was being drawn up, is: http://ec.europa.eu/taxation_customs/customs/customs_duties/rules_origin/preferential/index_en.htm. In all other respects, the Supplier shall note the non-preferential country of origin on the commercial documents and, at SCHOTT's request, shall provide a certificate / authentication of origin for the product's country of origin.

4.11 The Supplier is liable for any damages and bears all costs arising in particular from the non-observance of the provisions in items 4.6 to 4.10. Without prejudice to SCHOTT's rights to claim indemnification from the Supplier or other remedies available to SCHOTT herein or under applicable law, deliveries and/or services which fail to conform with the provisions of 4.6 to 4.10 may be rejected by SCHOTT at its sole discretion. All deliveries and/or services that are not accepted as a result of the non-observance of these provisions shall be stored, returned or disposed of at the expense and the risk of the Supplier.

5. Prices

5.1 The prices agreed are fixed prices and constitute full and final payment for all commissioned deliveries and services and include all expenditures relating to the deliveries and services to be performed by the Supplier, in particular also the costs for potential testing, approval, documentation, compilation of technical documentation and items, packaging, transport, customs duties and border clearance fees.

5.2 For billing based on work and equipment use, the total working hours as well as the material used must be stated in written form on a respective performance template. The performance template must be presented to SCHOTT for signing on a daily basis.

6. Invoices, payments

6.1 Invoices must be submitted separately from the delivery to the invoicing address indicated in the order; they must correspond verbatim with the order descriptions of SCHOTT, including goods' description, price, quantity, order of the items and item numbers, as well as containing the SCHOTT order number. Any additions or short falls to services must be cited separately in the invoice. Performance certificates and other verification documentation shall be enclosed with the invoice. A precise description of the contracting department and the date of the order must be cited. Invoices that fail to include this information will be sent back, will have to be considered as not received and shall therefore not be deemed due for payment.

6.2 For invoicing, the payment term begins upon complete receipt of goods or full completion of services and receipt of a correct and proper invoice at the invoicing address indicated in the order.

6.3 In the event any good or service is non-conforming or incomplete, SCHOTT is entitled – without prejudicing its other rights – to withhold any payment for any and all claims arising from the business relationship with the Supplier in a reasonable scope without compensation obligation for SCHOTT until the proper supplementary performance has been completed by Supplier, without losing any rebates, cash discounts, or similar payment benefits.

6.4 Unless otherwise agreed explicitly, payment of the price is due within a period of 60 days upon commencement of the payment term according to item 6.2.

In the case of a bank transfer, payment will be deemed to have been made on time if the remittance order has been

received by the bank in such a timely fashion that under normal circumstances a timely receipt of payment would be expected; bank delays which occur during the payment process shall not be attributed to SCHOTT.

7. Code of conduct and data protection

7.1 Basic company values of SCHOTT include integrity, reliability and compliance with statutory and ethical guidelines.

Suppliers are expected by SCHOTT to share the aforementioned principles and to observe the Code of Conduct for Suppliers (available at <http://www.schott.com/CoC-Supplier>).

7.2 The Supplier will follow in particular the regulations of the applicable statutory data protection regulations if it receives personal data from SCHOTT or the area from SCHOTT or gains insight into those. The Supplier may only collect, process and use such data insofar as this is permitted to him by SCHOTT's order or as it is necessary for the performance of the ordered service. Any further processing of the data, in particular such for the benefit of the Supplier or a third party is not permitted.

7.3 The Supplier shall procure that the personal data received from SCHOTT in accordance with the provisions of Clause 7.2 shall be:

- 7.3.1 processed fairly and lawfully;
- 7.3.2 collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes;
- 7.3.3 adequate, relevant and not excessive in relation to the purposes for which they are collected and/or further processed;
- 7.3.4 accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that data which are inaccurate or incomplete, having regard to the purposes for which they were collected or for which they are further processed, are erased or rectified; and
- 7.3.5 kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data were collected or for which they are further processed.

8. Defects, claims, liability for defects

8.1 The Supplier warrants that deliveries and services are free from defects as to quality or of title, are as agreed and/or guaranteed, were performed expertly and appropriately without compromise to quality, meet the agreed product or service specifications, are appropriate for the expected use as per the order and comply with the stipulations specified in these terms and conditions as well as any other agreed or statutory provisions. Should the delivery or service deviate from the aforementioned requirements, it shall be considered defective.

8.2 The risk of loss and damage passes to SCHOTT upon delivery of goods as contractually agreed and in case that services are owed like assembly, installation or other service or work performances upon their proper completion and formal acceptance by SCHOTT.

8.3 In the event of defective deliveries or services, SCHOTT shall be entitled to demand rectification of the defect or performance of a delivery or service free from defects, withdraw from the contract, reduce the agreed prices accordingly or claim damages or replacement, at its discretion in accordance with the statutory regulations.

8.4 The goods and services provided by the Supplier shall be under the Supplier's guarantee for 24 (twenty four)

months as of the date of transfer of risk according to item 8.2. Unless agreed otherwise, any claims for defects expire after 24 months from transfer or risk according to item 8.2, unless a longer statutory period exists. If an acceptance has been agreed, the limitation period of claims begins upon unconditional acceptance. For the avoidance of doubt and without prejudice to a longer period in case of a formal acceptance of SCHOTT, the limitation period shall commence as of the discovery of the hidden defect in the event of hidden defects in goods or services which cannot be reasonably discovered upon SCHOTT's first inspection.

8.5 Without prejudice to the other remedies available to SCHOTT under Clause 8, in the event of a defective delivery or service, the Supplier is obliged to pay SCHOTT an administration fee equivalent to 5 % of the price of the defective delivery or service, irrespective of the amount of the expenditures arising from it. SCHOTT explicitly reserves the right to claim for higher expenditures.

9. Product liability

9.1 If the Supplier is responsible for a product damage, then it agrees, upon first demand made, to indemnify SCHOTT with respect to any third party compensatory damage claims, to the extent such damage is attributable to the Supplier.

9.2 In the scope of its liability within the meaning of item 9.1, the Supplier will also be obligated to reimburse any expenses which arise from or are connected with a recall campaign carried out by SCHOTT. SCHOTT shall inform the Supplier about the content and scope of any such implemented recall campaign – to the extent feasible and reasonable – and will provide it with the opportunity to present its opinion.

10. Third party rights

If the Supplier is liable for the infringement of third party intellectual property rights according to the statutory provisions, it will hold harmless SCHOTT of all such claims by third parties at first written request.

11. Technical documents, manufacturing resources

11.1 Technical documents, specifications, tools, models, manufacturing resources, drawings, work standard sheets, calculations, analyses, methods of analysis, formulas, guidelines, etc. (hereafter called "Technical Documents and Materials") provided to the Supplier by SCHOTT in connection with a bid solicitation or order may only be (i) used by the Supplier to carry out the order and for no other purpose and (ii) must not be disclosed, given or made available to unauthorized third parties. Any copying or reproducing of aforementioned Technical Documents and Materials is only permitted to the extent that this is absolutely necessary for the completion of the order commissioned by SCHOTT. They must be returned to SCHOTT along with any potential copies or duplicates immediately upon request, but at latest immediately upon completion of the order; in this regard the Supplier is not entitled to claim a right of retention toward SCHOTT. Technical Documents and Materials compiled by SCHOTT remain the property of SCHOTT. SCHOTT reserves all rights in this regard, including intellectual property rights and any other industrial property rights.

11.2 If the Supplier compiles Technical Documents and Materials for the completion of the order at the request of and in accordance with the requirements of SCHOTT, SCHOTT shall obtain all property rights of such Technical Documents and Materials. Furthermore, the Supplier shall

transfer all transferable rights to SCHOTT, including the intellectual property rights and any other industrial property rights associated with such Technical documents and Materials and/or the contents therein. The price includes an adequate and final fee for the compilation of all Technical Documents and Materials and for the transfer of the aforementioned rights. This also applies when they remain in possession of the Supplier. Until such time as they are requested, they Supplier will keep these safe free of charge.

12. Confidentiality

12.1 The Supplier is obliged to treat the contractual relationship and its completion, as well as any information received by the Supplier in the course of the contract as confidential (“**Confidential Information**”), unless the Supplier can prove to SCHOTT that it was already aware of this information or that it was made available to him later without a confidentiality obligation by a third party authorized to do so, or that they were or later became generally accessible to the public without the Supplier being at fault for this or that the disclosure of such information was ordered by a court or public authority of competent jurisdiction.

12.2 Any disclosure with respect to deliveries or services which contain Confidential Information in accordance with item 12.1 is strictly prohibited except with the express prior written consent of SCHOTT.

12.3 The confidentiality obligation continues to be valid even after completion of the order.

13. Transfer of Rights and Obligations

The Supplier shall not transfer its contractual rights and obligations arising from the commercial relationship between the Parties to third parties without prior written consent of SCHOTT.

14. Taxes, Costs and Fees

Each Party shall pay the respective fees, expenses and disbursements incurred by itself in connection with the negotiation, preparation and implementation of this International PU-GTC, including (without limitation) any fees and disbursements owing to their respective auditors, advisors and legal counsel. The stamp duty, if any such duty would be due, shall be borne by the Supplier.

15. Relationship

Nothing in this International PU-GTC shall constitute, or be deemed to constitute, a partnership between the Parties nor shall it constitute, or be deemed to constitute, an agency relationship between the Parties for any purpose.

16. Notices

16.1 Any notice required to be given hereunder shall be sufficient if in writing and sent by e-mail, facsimile (if evidenced by confirmation or transmittal), by reliable courier delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first class postage prepaid), to the addresses of the Parties registered at the trade registry or to such other address as any Party shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so electronically communicated, personally delivered or received if mailed.

16.2 Notices or communications described in Article 18/III of the Turkish Commercial Code (consisting principally of notices of default, termination or rescission) shall be served via a Turkish notary, by telegram, or by

registered mail, return receipt requested, and shall be deemed to have been given as of the date of proper service in accordance with Turkish law.

17. Conveyance

The Supplier shall only transfer the rights and obligations from the order to third parties with the prior written consent of SCHOTT.

18. Severability

If any provisions of these terms and conditions are or become invalid, either in whole or in part, then the validity of the remaining provisions will not be affected thereby.

19. Place of performance, venue, governing law

19.1 Place of performance is the place of delivery indicated in the order.

19.2 The contractual relationship between SCHOTT and Supplier shall be governed and construed in accordance with the laws of Turkey. The terms and conditions set out in the United Nations Convention for the International Sale of Goods (CISG) are hereby expressly excluded.

19.3 The Parties agree that the Istanbul Central (Çağlayan) Courts and Execution Offices shall exclusive jurisdiction for any action or proceedings commenced under any contract arising out of the business relationship between SCHOTT and Supplier. SCHOTT is also entitled to institute legal action at the venue of the Supplier.