



General Purchasing Terms and Conditions

1. PURCHASE ORDER:

(a) The terms and conditions specified in FiberLAST's Purchase Order and its annexes (if any) and this General Purchasing Terms and Conditions constitute the entire terms and conditions of FiberLAST's order (the terms and conditions of the Purchase Order and its annexes and the general purchasing terms and conditions specified in this document hereinafter will be collectively referred to as the "PO") to the supplier ("SELLER").

(b) The PO shall become effective and binding upon; (i) its written confirmation by the SELLER or upon being deemed as confirmed by the SELLER, in accordance with Article 1 (c) and (ii) if requested in the PO, upon submission of a Performance Bond in accordance with the format and conditions specified in the PO ("Order Date"). Unless otherwise specified in the PO; the PO shall expire upon the completion of the acceptance (in accordance with Article 2) of the supplies and services committed to be delivered/performed in accordance with the provisions of the PO and its annexes (if any) by the SELLER, or, if a warranty period is specified in the PO for the ordered supplies and services, upon the expiration of the warranty period of all of the ordered supplies and services under Article 9 (whichever occurs last) ("Order Term"). Supplies and services that the SELLER has committed to deliver/perform in accordance with the provisions of the PO and its annexes (if any) shall be hereinafter referred to as "Works" collectively or "Supplies" and "Services" separately, "Work" shall mean any of the Works.

(c) Provided that the PO is transmitted to the SELLER by FiberLAST within the validity period of the SELLER's offer to FiberLAST, within 10 (ten) days following the notification of the PO by FiberLAST to the SELLER; the SELLER shall confirm the PO in writing and if so specified in the PO, submit the Performance Bond to FiberLAST within 5 (five) days following the expiration of the aforementioned 10 (ten) days period provided for written confirmation. If the SELLER fails to confirm the PO in writing within the abovementioned (10) ten days period, the PO shall be deemed as confirmed by the SELLER at its entirety. If the SELLER fails to submit the Performance Bond required under the PO to FiberLAST within 5 (five) days following the expiration of 10 (ten) days period stated above (also valid for the circumstances where SELLER fails to confirm the PO in writing within this period), without limitation and without prejudice to its rights and remedies provided by law, FiberLAST is entitled to cancel the PO immediately without having any liability towards the SELLER.

(d) SELLER's confirmation of the PO and/or failure to confirm the PO in writing within the period specified in Article 1 (c) and/or acceptance of any payment made by FiberLAST under the PO and/or the commencement of performance of this PO, shall constitute an unconditional acceptance of the terms and conditions specified in the PO. Additional or differing terms and conditions proposed by SELLER or included in SELLER's confirmation of the PO shall have no effect unless expressly accepted in writing by FiberLAST.

(e) Unless otherwise stated in the PO; the PO and its annexes (if any) cancels and supersedes expressly all other conditions including but not limited to the SELLER's general sales conditions as well as any prior commitments, proposals, understandings, communications, representations and agreements, relating to the Works under the PO, either verbal or written.



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(f) FiberLAST may, at any time, change the specifications/requirements stipulated in the PO and/or its annexes. In such a case, SELLER shall promptly take necessary actions to comply with the new specifications/requirements. Effects of such change on the prices and/or delivery schedule shall be mutually agreed between FiberLAST and SELLER. Any modification to the PO shall not become effective unless it is reduced to writing and signed by the duly authorized representatives of FiberLAST and SELLER.

2. INSPECTION AND ACCEPTANCE:

(a) Inspection and acceptance of the Works shall be performed by FiberLAST in the facilities of FiberLAST specified in the PO, unless another place is specified in the PO. Unless otherwise stipulated or different conditions are prescribed under the PO; inspection and acceptance shall be made in accordance with the supply type numbers, revisions, documents, standards and other instruments/documents furnished or notified to the SELLER by FiberLAST under the PO. If SELLER has any hesitations or objections arising from an inconsistency between the foregoing documents, SELLER shall immediately inform FiberLAST in writing and request a written clarification. The inspection report that shall be prepared by FiberLAST in accordance with the provisions of the PO and its annexes (if any) shall be final and binding upon FiberLAST and the SELLER.

(b) In case the inspected Works are found incompliant with the specifications/requirements of the PO, FiberLAST may reject the Works in whole or in part. SELLER shall, within the time period to be determined by FiberLAST and notified to the SELLER, correct the deficiencies in the rejected Works or replace them with new Supplies and re-perform Services at its own expense, without prejudice to any penalties for delay and any other rights and/or remedies that FiberLAST may have in this respect. The repaired, replaced and re-performed Works shall be re-submitted to FiberLAST for re-inspection.

(c) If the Works are rejected by FiberLAST and the delivery/performance of the Works could not be completed at the date specified in the PO, the provisions of Article 8 shall apply from the due date of such delivery/performance specified in the PO.

(d) FiberLAST at its own discretion, is entitled not to make the acceptance of a respective delivery batch at its entirety until the deficiencies of the rejected Works within that batch are corrected in accordance with the requirements of the PO and such corrected Works are accepted by FiberLAST.

(e) If the Works that are submitted for re-inspection are rejected by FiberLAST, FiberLAST is entitled to; (i) apply the provisions of Article 12 (a) and (c), or (ii) reserving its right to terminate the PO in accordance with the provisions of Article 12 (a) and (c) and its right to claim the loss and damages arising from the termination of the PO as well as the delay in delivery/performance of the Works; grant an extension either as a penalized period under the provisions of Article 8 or as a grace period (SELLER shall be notified in writing if FiberLAST decides to grant a grace period) for delivery/performance to the SELLER, where SELLER will be obliged to fully perform its obligations.



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(f) If an extension is granted to SELLER as stated above and the Works are rejected again at the end of the extended period granted, FiberLAST has the right to apply the provisions of Article 12 (a) and (c).

3. PRICE, PAYMENT AND INVOICES:

(a) Unless otherwise specified in the PO; payments with respect to the delivered Supplies/performed Services shall be made by bank (wire) transfer to SELLER's bank account within thirty (30) days from the presentation of the following documents to and acceptance of them by FiberLAST: (i) One (1) original Commercial Invoice, (ii) One (1) original Certificate of Conformity signed by SELLER, (iii) One (1) original Certificate of Acceptance signed by FiberLAST, (iv) One (1) original Airway Bill or Bill of Lading or Forwarders Certificate of Receipt and (v) other documents specified in the PO. FiberLAST shall have a right of setoff against payments due or at issue under this PO or any other contract between the parties or any other purchase order awarded to SELLER by FiberLAST.

(b) If any advance payment is specified under the PO, such advance payment shall be made by FiberLAST following submission of the Letter of Bank Guarantee for Advance Payment by SELLER to FiberLAST equal to the amount of the advance payment to be made and in accordance with the format and conditions specified in the PO. Format and other conditions related to the Letter of Bank Guarantee for Advance Payment shall be as stated in the PO.

(c) Unless otherwise stated in the PO; prices for the Works are firm-fixed in the currency specified in the PO throughout the Order Term. Under no circumstances SELLER shall have the right to claim price difference, escalation or any other claims whatsoever during Order Term, as well as during any time extension that may be granted by FiberLAST.

(d) No partial payment shall be made unless early and/or partial delivery/performance is expressly specified in the PO or subsequently approved by FiberLAST in accordance with the provisions of Article 6 (b). Unless early or partial delivery/performance is expressly specified in the PO or subsequently approved by FiberLAST in accordance with the provisions of Article 6 (b), payment shall be made by FiberLAST after the completion of acceptance by FiberLAST of all of the Works ordered under the PO under Article 2. FiberLAST is under no obligation to make any payment to SELLER prior to the completion of the acceptance of the Works under Article 2, regardless of the any claim raised or invoice(s) submitted by SELLER in advance.

(e) Unless otherwise specified in the PO or Delivered Duty Paid (DDP) type of delivery is specified in the PO; (i) all Turkish taxes, direct or indirect, including if any VAT, duties, levies, customs, tolls, charges/surcharges, withholdings and similar expenses, which become due in connection with this PO and Works ordered hereunder, shall be borne by FiberLAST, and (ii) all other taxes, direct or indirect, including if any VAT, duties, levies, customs, tolls, charges/surcharges, withholdings and similar expenses outside Turkey, which become due in connection with this PO and Works ordered hereunder, shall be borne by SELLER. Notwithstanding the foregoing; if any Service ordered under the PO is requested by FiberLAST to be performed in Turkey by the SELLER's expatriate(s), any taxes, direct or indirect, including if any VAT, duties, levies, customs, tolls, charges/surcharges,



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withholdings and similar expenses due in connection with such Service and also any other costs and expenses of the SELLER's expatriate(s) shall be borne by the SELLER. Unless otherwise stated in the PO, all costs and expenses for packing, packaging or similar expenses shall be borne by the SELLER.

(f) Invoices shall indicate the PO number, the description of Works and other items within the scope of this PO if any, unit price, quantity, total price and any other information requested by FiberLAST in the PO.

(g) Additional payment conditions (if any) shall be as stated in the PO.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS:

(a) Unless otherwise specified in the PO; FiberLAST shall have the exclusive ownership of all intellectual and industrial property rights (as well as the rights with respect to design, manufacture, sell and the right to modify/improve/alter the Works, produce derivative works; without taking approval of the SELLER or paying any amount whatsoever to the SELLER) of the Works, Technical Data Package (the scope of Technical Data Package shall be as defined in the PO) to be formed for the Works and any other document, software and information which are developed, conceived, generated within the Order Term, during the performance of the Work described in the PO by the SELLER or on behalf of the SELLER. The SELLER hereby assigns all rights, title and interests in the foregoing to FiberLAST. Unless otherwise specified in the PO; SELLER shall not perform the Works for third parties and shall not use/disclose (or permit third parties to use) the Technical Data Package and other documents/information generated during the performance of the Work described in the PO or grant any right to a third party with respect to the same.

(b) All documents annexed to the PO, molds, apparatus, jigs, equipment, samples, software and/or other items that are furnished to the SELLER are the property of FiberLAST, therefore their use other than fulfillment of the obligations under this PO, and any transfer to third parties and/or reproduction and/or copy are subject to FiberLAST's prior written consent.

(c) SELLER warrants that the Works furnished hereunder shall be free of any liens and encumbrances as well as any rightful claim of any third party for infringement of any industrial and/or intellectual property right and/or any other right. SELLER shall indemnify FiberLAST and/or FiberLAST's customers, hold them harmless from and against all consequences, claims, damages, losses, costs, and expenses arising out of any action by a third party that is based upon a claim relating to the Works under this PO which is alleged to breach or violate the intellectual and/or industrial property rights and/or other rights of any person or entity. In case of an infringement, in addition to those stated above and without prejudice to FiberLAST's other rights under this PO; SELLER shall, at its own expense;

(i) cause the continuation of the right of use of FiberLAST and its customers, as well as continuation of other rights of FiberLAST under this PO, or (ii) modify the Works in such a way that they become non-infringing without degradation of the specifications/properties of the Works.

(d) In addition to the rights and remedies prescribed under this PO, FiberLAST reserves all other rights and remedies provided by law.



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5. FiberLAST FURNISHED PROPERTY (“AFP”):

(a) If specified in the PO; FiberLAST may provide equipment/facilities, software and documents (hereinafter collectively referred to as “AFP”) to SELLER in order to be used for the performance under this PO. SELLER hereby agrees and undertakes to use AFP only for the purposes of performing this PO. Until AFP that has been delivered to SELLER is returned back to FiberLAST; SELLER shall be liable for risk of loss or damage to AFP as well as all damages that may arise due to legal restrictions such as mortgage, confiscation, sequestration, cautionary judgment/preliminary injunction or precaution. At all times, title of ownership and intellectual and industrial property rights of AFP belongs to FiberLAST.

(b) Upon receipt of the AFP; the SELLER shall check the AFP and notify FiberLAST in writing of any loss or damage to the AFP that may have occurred until delivery to the SELLER within 3 (three) days from the receipt of AFP. If SELLER fails to notify FiberLAST of any loss of and/or damage to the AFP within the above mentioned period in writing, the SELLER shall be fully responsible for such loss and damage pursuant to Article 5 (c).

(c) In the event that AFP is lost, destroyed, damaged or due to reasons attributable to the SELLER goes out of order; the SELLER shall, at FiberLAST’s discretion and upon prior approval of FiberLAST, repair or replace AFP at its own expense. If such AFP is repaired by FiberLAST, costs for such repair (including transportation and insurance costs to FiberLAST facilities and return to the SELLER) shall be borne by the SELLER. If none of the options stated above can be exercised, SELLER shall be responsible for indemnifying all costs, damages and expenses incurred by FiberLAST due to such loss/destruction/damage to the AFP and/or going out of order of the AFP.

(d) SELLER hereby agrees and undertakes not to use AFP other than for the performance of the Works under this PO.

(e) If so specified in the PO, for each AFP, SELLER shall subscribe to an appropriate insurance policy covering loss, destruction and damages of the AFP under the terms and conditions stipulated by FiberLAST.

(f) In case SELLER’s obligations are delayed as a result of breach of the obligations set forth herein, provisions of Article 8 shall be applied.

(g) SELLER shall manage, maintain, protect and preserve AFP; shall take the necessary security measures at his own expenses and AFP shall remain at the SELLER’s risks during the period the AFP is under the SELLER’s possession.

(h) Unless otherwise notified by FiberLAST in writing, AFP shall be returned to FiberLAST within ten (10) days of first to occur of the following; FiberLAST’s written request, or, the completion of acceptance of Works under Article 2, or, termination/expiration of the PO.

6. DELIVERY AND PACKING:

(a) The conditions and milestones of the delivery and performance shall be as specified in the PO. The delivery/performance dates specified in the PO shall not be amended unless approved in writing by FiberLAST. If SELLER fails to comply with the delivery schedule, provisions of Article 8 shall apply. Unless otherwise specified



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in the PO, delivery shall be subject to DDU, Ankara as defined by the INCOTERMS published by International Chamber of Commerce that is valid at the time of issuance of the PO.

(b) Unless otherwise specified in the PO or thereafter approved by FiberLAST in writing, early and/or partial delivery/performance shall not be accepted.

(c) Unless otherwise specified in the PO; packing/packaging, insurance, loading, shipment shall be made under the responsibility and at the risk and expense of the SELLER. SELLER shall be responsible for accomplishing required preservation, packaging, packing of all items to prevent deterioration or damage during the shipment arising from weather conditions, carriage or storage conditions, corrosion etc. SELLER shall be responsible for the damage or loss resulting from insufficient packing and/or packaging of shipped Supplies.

(d) Additional delivery, shipment and packing/packaging requirements shall be as stated in the PO.

7. FORCE MAJEURE:

(a) Natural disasters, general epidemic diseases, general mobilization, war and other events accepted as Force Majeure in writing by FiberLAST are deemed as the events of Force Majeure under this PO. For such events to be evaluated hereunder, such event; should arise after the Order Date, should be beyond the control of the SELLER, could not be prevented despite the SELLER's efforts in conformity with its prudent merchant title, should materially affect the SELLER's performance of its obligations under the PO adversely and should not be the indirect or direct results of the failure of the SELLER to fulfill any of its obligations under the PO.

(b) If any of the foregoing events occurs, the SELLER shall give a written notice to FiberLAST within seven (7) days as of date of occurrence of the event of Force Majeure; specifying the detailed description of such event, date of occurrence, estimated period for the continuance of the event and present FiberLAST the documents which are issued by official authorities evidencing the occurrence of such event, the nature of the delay and effects of such delay on performance of the SELLER's obligations under this PO.

(c) If the event Force Majeure is accepted by FiberLAST, unless otherwise specified in the PO, FiberLAST may extend the delivery schedule with a written notice to the SELLER for the period of Force Majeure. However such time extension shall not exceed thirty (30) days, unless extended thereafter by FiberLAST in writing.

(d) Force Majeure shall under no circumstances constitute a ground for a price increase, granting of any right to the SELLER or a claim for compensation or whatsoever.

(e) If the event of Force Majeure continues for a period exceeding thirty (30) days, FiberLAST may, with a written notice to SELLER, terminate this PO. In such case, FiberLAST's responsibility shall be limited only to the payment of the price of the delivered and/or performed Works that were accepted by FiberLAST prior to the date of notice of termination of FiberLAST. Article 12 (c) shall also be applied for such termination.



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8. PENALTIES FOR DELAY:

(a) If SELLER, for reasons other than Force Majeure specified under Article 7, fails to deliver the Supplies and/or fails to perform Services at the time specified in the PO and/or fails to perform its warranty obligations on the due date in accordance with Article 9 and/or in case of rejection of the Supplies and/or Services by FiberLAST as per Article 2 and/or fails to fulfill its other obligations within the periods specified in the PO; without necessity of serving a notice to the SELLER, for each day of delay SELLER shall pay to FiberLAST a penalty for delay, beginning from the first day of delay of the relevant obligation (in accordance with the due date of such delivery/performance specified in the PO), at a rate of three per thousand (% 0,3) or at the rate specified otherwise in the PO, of the price of the delayed Supplies and/or Service's in accordance with the provisions of Article 8 (b). Penalties for delay does not correspond to any damage or loss incurred by FiberLAST, therefore FiberLAST reserves all other rights and remedies provided by law.

(b) FiberLAST, at its own discretion, may request the payment of the penalties for delay to FiberLAST within 7 (seven) days following the receipt of FiberLAST's written notice to SELLER or may setoff such amount against payments due or at issue under this PO or any other contract between the parties or any other purchase order awarded to SELLER by FiberLAST. If penalties for delay can not be collected as specified above, FiberLAST is entitled to draw down such amount from the Performance Bond, reserving its rights for the excess amounts. If the amount is drawn from the Performance Bond, the SELLER shall restore the Performance Bond to its full amount or provide a new Performance Bond with the same conditions within seven (7) days following such draw down.

(c) If the delay exceeds ten (10) days, FiberLAST is entitled to apply provisions of Article 12 (a) and (c), or grant an extension period for delivery/performance to the SELLER either as a penalized period under the provisions of this Article or as a grace period (SELLER shall be notified in writing if FiberLAST decides to grant a grace period). If such a time extension is granted as stated above to SELLER, the SELLER is obliged to fully perform its obligations herein.

9. WARRANTY:

(a) SELLER warrants that the Works will be free from defects in material, make, workmanship, design and installation for a period of twenty four (24) months or if a different period is specified in the PO for the period specified in the PO. Unless otherwise stated in the PO; the commencement of warranty period is the acceptance of the Works by FiberLAST in accordance with the provisions of Article 2.

(b) SELLER warrants that the Supplies to be delivered hereunder shall be new, not used or reconditioned, refurbished or overhauled.

(c) SELLER shall, in accordance with FiberLAST's instructions, either correct the defects determined by FiberLAST in the Supplies and/or Services or, replace the Supplies with new Supplies and/or re-perform Services, within fifteen (15) days (for the Supplies this fifteen (15) days period shall start following the date of receipt of the defective Supply by the SELLER and for the Services this fifteen (15) days period shall start following the date of



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notification by FiberLAST of the defective Service to the SELLER). All costs and expenses, including but not limited to the costs and expenses with respect to; repair/replacement/re-performance of the defective Supply/Service and transportation and insurance of the defective items from FiberLAST's facility to SELLER's facility and transportation and insurance of the repaired/replaced items from SELLER's facility to FiberLAST's facility, shall be borne by SELLER.

(d) If the SELLER fails fulfill its obligations under this Article within the period specified above, without prejudice to the provisions of Article 12 (a) and (c), FiberLAST at its discretion, has the right to; apply the provisions of Article 8 over the price of the defective Work, or to have them fulfilled by a third party at SELLER's own risk and expense, or to fulfill such obligation itself at SELLER's own risk and expense.

(e) FiberLAST's customers may enforce SELLER's warranty under this Article.

10. QUALITY:

The quality requirements of the Works shall be as stated in the PO and its related Annex(es).

11. GOVERNING LAW AND SETTLEMENT OF DISPUTES:

(a) The PO shall be governed by and construed in accordance with the Laws of Republic of Turkey excluding its conflict of law rules. The provisions of "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this PO.

(b) Any dispute, claim or controversy arising out of or in relation with this PO shall be amicably settled between the parties. In the event of failure to reach an amicable settlement within thirty (30) days of the commencement of the dispute, claim or controversy; such dispute claim or controversy shall be finally settled by arbitration. For the purposes of arbitration, parties shall jointly nominate an arbitrator whose nationality is different than that of the parties within fifteen (15) days after the commencement of arbitration proceedings. If parties fail to appoint an arbitrator, the appointment of the sole arbitrator shall be made by the Civil Court of First Instance in Ankara. Place of arbitration shall be Ankara, Turkey. The language of arbitration is English. The arbitrator shall settle disputes in accordance with the Laws of Republic of Turkey, excluding its choice of law rules, in terms of substantive law, and in accordance with the International Arbitration Law numbered 4686, in terms of procedural law. The award shall be final and binding upon parties.

(c) SELLER is obliged perform its pending obligations under this PO during the course of settlement of disputes.

12. TERMINATION:

(a) Termination for Default: If the SELLER;

- for reasons other than Force Majeure specified under Article 7, fails to perform any of its obligations prescribed under this PO, or breaches any provision of this PO; or

- makes an assignment for the benefit of creditors; or enters into liquidation whether compulsory or voluntary (otherwise than for the purposes of and followed by amalgamation or reconstruction); or becomes bankrupt; or



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becomes insolvent; or composes with its creditors or suffers a receiver of the whole or part of its assets to be appointed; or suffers any execution against its property; or any analogous event in any jurisdiction shall take place; or

- assigns the PO (completely or partially) or any of its rights under the PO, without obtaining FiberLAST's prior written consent,

then without necessity of granting any time extension to the SELLER, FiberLAST shall have the right to terminate this PO in whole or in part by a written termination notice to the SELLER. If the termination is partial, SELLER shall continue to perform its obligations under the non-terminated part. FiberLAST shall have no financial or legal responsibility against SELLER arising out of the termination of this PO. In case of such termination, without prejudice to the rights and remedies provided by law and not prescribed by the PO, FiberLAST shall have the right to:

- (i) forfeit the Performance Bond delivered by the SELLER (if any) as penalty, reserving its rights for the excess amount, and
- (ii) require the SELLER to deliver and transfer the title and rights to FiberLAST, in the manner and at the times directed by FiberLAST; any completed Work that has not been delivered to FiberLAST prior to the date of receipt by the SELLER of the notice of termination of FiberLAST. Payment for such completed Work (price to be paid for such Work shall be the prices specified under this PO) shall be made to the SELLER following the delivery to and acceptance of such Work by FiberLAST, and
- (iii) acquire from the third parties supplies/services similar to those terminated. SELLER shall be liable to FiberLAST for the excess costs for those supplies/services so acquired from third parties, and
- (iv) recover all of its losses and damages from SELLER arising from the termination of this PO.

Other consequences of such termination shall be as stated in paragraph (c) below.

(b) Termination for Convenience: FiberLAST may, at any time, at its sole discretion terminate the PO in whole or in part by a written termination notice to the SELLER, whenever FiberLAST determines that such termination is in its best interest. In such case, FiberLAST's responsibility shall be limited only to the payment of the price of the Works (price to be paid for such Work shall be the prices specified under this PO) which their delivery/performance has been completed by the SELLER prior to the date of receipt by the SELLER of the notice of termination of FiberLAST, following their acceptance by FiberLAST. If the termination is partial, SELLER shall continue to perform its obligations under the non-terminated part. Other consequences of such termination shall be as stated in paragraph (c) below.

(c) In case of termination of this PO; within ten (10) days after the receipt of termination notice from FiberLAST, the SELLER, at its expense, shall return to FiberLAST all documents (and their copies) that has been provided by FiberLAST to the SELLER, AFP (as defined in Article 5) and all other items belonging to FiberLAST (risk of loss and damage to all of the items stated above shall belong to the SELLER until their receipt by FiberLAST). The amount of payments that has been made by FiberLAST to the SELLER (also including the advance payment)



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corresponding to the Works that has not been accepted by FiberLAST until the date of termination shall be reimbursed by SELLER to FiberLAST (with the addition of interest specified in the PO or in the Letter of Bank Guarantee for Advance Payment; as per time period between the date such payment was made to SELLER's account by FiberLAST and the date of reimbursement to FiberLAST's bank account) within ten (10) days from the date of termination. Upon reimbursement of the related amounts by SELLER to FiberLAST, Letter of Bank Guarantee for Advance Payment will be released. If such amounts are not reimbursed to FiberLAST within the time specified above; without constituting any prejudice against FiberLAST's other rights under this PO and the applicable law, FiberLAST shall be entitled to cash such amount from the Letter of Guarantee for Advance Payment of SELLER with the addition of interest calculated as mentioned above without giving further notice to the SELLER.

13. ASSIGNMENT:

SELLER shall not assign or transfer any its commitments or any of the rights, credits or benefits under this PO to any third party without the prior written approval of FiberLAST. Such approval given by FiberLAST shall not relieve the SELLER of its obligations prescribed under this PO; the SELLER shall remain jointly and severally responsible to FiberLAST for the full performance of the assigned or transferred obligations along with the assignee/transferee. If SELLER makes such an assignment without obtaining FiberLAST's approval, FiberLAST has the right to terminate the PO according to the provisions of Article 12 (a) and (c). The provisions of this article shall be in full force and effect even in the cases of merger, acquisition and consolidation of the SELLER.

14. WAIVER:

The waiver by FiberLAST of a breach of any provision of this PO or the granting of an extension for delivery/performance hereunder does not constitute a waiver of any succeeding breach, of the same or any other such provision, nor shall it constitute a waiver of the provision itself.

15. TRANSFER OF RISKS AND TITLE:

Unless otherwise specified in this PO, title of ownership and risk of the Works shall pass from SELLER to FiberLAST upon delivery in accordance with the delivery term specified in the PO. SELLER's warranty obligations under Article 9 shall not absolve SELLER of its obligations prescribed under this Article.

16. CONFIDENTIALITY:

Regardless of the time of their provision by/acquisition from FiberLAST (prior to the effectivity of this PO, during the course of this PO or at the time of termination); the SELLER hereby agrees and undertakes to regard and treat all information, document, software, hardware and items of similar nature that has been provided by FiberLAST or that has been acquired from FiberLAST via joint studies (if any), as confidential. Without prior written approval of FiberLAST; SELLER hereby agrees not to provide, grant any rights, disclose, publish or reproduce the foregoing



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that has been provided by/acquired from FiberLAST to third parties or make advertisement with respect to the Works that has been undertaken under this PO. If such approval is granted by FiberLAST, the SELLER agrees to abide by terms and conditions to be notified by FiberLAST regarding confidentiality. In the event of a breach of this Article FiberLAST has the right to apply provisions of Article 12 (a) and (c). FiberLAST reserves all the rights and remedies provided by law against the SELLER or the SELLER's personnel's breach of the confidentiality obligations. Additional matters (if any) in connection with confidentiality shall be as stated in relevant annexes of this PO.

17. LOGISTIC SUPPORT:

Unless otherwise stated in the PO, during the Order Term as well as for a period of 20 (twenty) years following the expiration of the Order Term; upon written request of FiberLAST, the SELLER agrees and commits to supply spare parts and provide maintenance and repair services for the Supplies, against their respective prices. This commitment shall survive the Order Term.

18. EXPORT LICENSES:

Following provisions shall be applicable for all Supplies and Services which the delivery/performance requires an export license.

(a) To ensure the timely application for and receipt of the export licenses required from the SELLER's and third party governments with respect to all Works under the PO, the SELLER shall timely request (such time of request shall be determined by the SELLER with the consideration of the time period necessary for FiberLAST to take the approvals from the Turkish Governmental agencies and the application deadline of SELLER to relevant governments to ensure the receipt of the export licenses for timely delivery/performance of Works in accordance with this PO) all the documents and other information to be provided by FiberLAST to SELLER.

Upon SELLER's receipt of the documents requested from FiberLAST, the SELLER shall, also considering all the Governmental requirements, promptly check the completeness of the documents and information submitted by FiberLAST, immediately (not later than 5 (five) working days from the date of receipt of such documents and information from FiberLAST) notify any incompleteness/discrepancy to FiberLAST and upon completion of all documents and information requested by SELLER from FiberLAST, promptly apply for the necessary export licenses, inform FiberLAST of the date of application and pursue in good faith to obtain any and all export licenses related to the performance of the PO.

Unless caused due to FiberLAST's failure to deliver the requested documents/information to the SELLER or caused by a Force Majeure event under Article 7, the SELLER shall be responsible to timely apply and obtain all applications, licenses, approvals and fulfill other formalities required for the performance of this PO in accordance with the delivery/performance due dates specified in the PO.

Unless caused due to FiberLAST's failure to fulfill the requirements stated above or caused by a Force Majeure event under Article 7, without limitation and without prejudice to FiberLAST's other rights and remedies (also



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including FiberLAST's right to terminate this PO in accordance with Article 12 (a) and (c)), any delay in the delivery/performance of the Works shall be subject to Article 8.

(b) The SELLER shall submit to FiberLAST all export licenses required from the SELLER's and third party governments with respect to all Works under the PO, at no additional cost to the agreed prices in the PO. The export licenses shall guarantee delivery/performance of the Works and will bring no constraints on use of the Works. The SELLER shall deliver to FiberLAST a detailed list and a copy of all such export licenses. Documents required for exportation of the Works to Turkey shall be provided by the SELLER at no additional cost.

(c) The SELLER shall be responsible at all times to maintain in full force and effect throughout Order Term, the licenses and approvals required and all additional export licenses or approvals which, as a result of changes in laws or procedures of either the SELLER's or if required third party governments, must be obtained after the Order Date.

19. ORDER OF PRECEDENCE:

In case of any inconsistency between the PO and its annexes following order of precedence shall apply (in descending order): (1) The purchasing contract between the parties (if any), (2) Terms and conditions stated in the PO and its Annexes, (3) These General Purchasing Terms and Conditions.