General Terms and Conditions

For Suppliers | Effective as of January 1, 2026

1. Scope

1.1 These General Terms and Conditions for the Procurement of Goods and Services (hereinafter referred to as "Conditions") are exclusively made by PERI Kalıp ve İskeleleri Sanayi ve Ticaret Limited Şirketi (hereinafter referred to as "PERI"), whose registered office is located at Akçaburgaz Mah. 3069 Sokak No.23, 34522 Esenyurt / İstanbul, and constitute an integral part of all sales of goods and/or services to PERI, and are deemed accepted by the SUPPLIERS. Other agreements, proposed amendments or supplementary agreements shall be deemed invalid unless accepted in writing by PERI. The SUPPLIERS acknowledge that PERI is a 100% foreign-owned Turkish company and that PERI may conduct business in accordance with applicable rules for its parent companies, such as European Union regulations or other international rules. Suppliers acknowledge that the terms and conditions set forth in these conditions shall not be interpreted in any way that restricts or hinders any legal rights of PERI or rights arising from contracts between the parties, and that PERI shall always freely exercise its rights arising from law or contracts.

1.2 The subject matter of these Terms and Conditions is all deliveries and/or services provided by the Suppliers to PERI. Deliveries and services shall be provided exclusively on the basis of these Terms and Conditions. Other provisions, in particular the Customer's general terms and conditions, shall be deemed invalid, regardless of whether they have been separately and expressly rejected by PERI. These Terms and Conditions shall also apply exclusively if PERI, with knowledge of the other terms and conditions, performs or accepts a delivery or service without reservation.

1.3 These terms and conditions shall also apply to similar legal proceedings to be conducted in the future between PERI and the Supplier.

1.4 Individual agreements between PERI and the Supplier shall take precedence provided that they are in writing with mutually authorized signatures. The mere fact that a previous practice or PERI had the right to make a claim but did not do so shall not be interpreted as an acquired right or privilege granted to the supplier, nor shall it be considered as an agreement not to apply these provisions.

1.5 Unless otherwise agreed, the Terms shall apply as the version in effect at the time the relevant Agreement is signed with the supplier, or, if no agreement exists, at the time of delivery of goods or performance of services.

1.6 References to the applicability of statutory provisions are for illustrative purposes only. Therefore, statutory provisions shall apply regardless of the corresponding explanation, unless they are directly modified or expressly excluded in these Terms and Conditions.

2. Conclusion of the Contract

2.1 The Supplier's offers, cost estimates, and other services shall be free of charge. Offers submitted by the SUPPLIER to PERI are also expressly and legally binding on the Supplier.

2.2 Orders sent/given by PERI to the SUPPLIER are binding only if confirmed/given in writing by PERI with an authorized signature. Orders given verbally or by telephone must be subsequently confirmed in writing by PERI to be valid.

2.3 The Supplier is obliged to confirm orders by means of a binding order confirmation within a maximum of three (3) business days. Orders

not contested within 3 days shall be deemed accepted.

2.4 Acceptance by a supplier of an offer/order given by PERI may be in writing or in written form (letter, fax, e-mail) or implicitly (delivery of the goods or services related to the order or provision of services). In this case, a contract shall be deemed to have been concluded between the parties in accordance with these terms.

2.5 Offer documents, correspondence, and all documents issued by PERI shall remain the property of PERI.

2.6 All contracts, ancillary contracts, annexes, and amendments to this Contract concluded between PERI and its suppliers that differ from the terms of this Contract must be in writing to enter into force. This shall also apply to amendments to this clause.

2.7 PERI may terminate the order or contract, in whole or in part, without cause and without compensation, by written notice at its discretion. In the event that this right is exercised, the supplier agrees not to claim any damages, losses, loss of profit, or any other such claim.

2.8 PERI may conduct audits of a supplier's quality, environmental, occupational safety, and production processes when deemed necessary, provided that reasonable prior notice is given.

2.9 If the supplier violates the terms and conditions set forth in this document, or if the supplier is included in national or international sanctions lists, even if not specifically mentioned herein, or if the supplier's conduct is found to be contrary to applicable laws and/or the rules of honesty, compliance, and business ethics stipulated by law, PERI may terminate the contract immediately and without compensation.

3. Prices and Payment

3.1 The prices stated in the order are binding.

3.2 Invoices must be sent as PDFs via email to the info@peri.com.tr address, separately for each order and delivery, specifying the order number and other order identification numbers (including vendor number, product number, and order item).

3.3 A duplicate invoice must be marked on the invoice document. The tax number must be stated on the invoice.

3.4 The agreed price must be paid within the agreed due date after the complete and faultless delivery or service (including any agreed acceptance) and receipt of a suitable invoice for payment (based on the invoice notification date). Payment of the invoice cannot be interpreted as acceptance that the goods/services are faultless and complete.

3.5 Where PERI is obliged to make a prepayment/advance payment in individual cases, the Supplier must provide PERI with a bank guarantee letter from a fully authorized credit institution in return.

4. Delivery and Service Period, Delivery Delay and Acceptance

4.1 The delivery and performance periods specified in the order accepted by PERI are binding. If no delivery and/or performance period is specified in the order and no other agreement has been made, the delivery and/or performance period will be two (2) weeks from the signing of the contract. The supplier is obligated to immediately inform PERI in writing if, for any reason whatsoever, they are unable to meet the agreed delivery/performance deadlines. The delivery to the delivery address or pickup location specified in the order will be

decisive in terms of compliance with the delivery/performance deadlines.

4.2 Unless otherwise agreed, deliveries will be made to the delivery address specified in the Order form in effect at the time of the contract.

4.3 Upon delivery of the goods to be purchased (hereinafter referred to as “Delivery Items”), the supplier must deliver the necessary quality documents to PERI and provide PERI with all necessary evidence for delivery (test certificates, analysis reports, acceptance certificates, etc.) in accordance with the contract.

4.4 Any circumstances that jeopardize compliance with the agreed delivery dates must be immediately reported to PERI in writing.

4.5 In case of delays caused by the supplier's fault, PERI may demand a penalty of 0.25% per day of the delayed delivery cost. PERI reserves the right to claim further damages. A penalty claim shall in no way replace, but shall supplement, claims for direct or indirect damages and/or loss of profits. The supplier shall be separately and expressly liable for all direct and indirect damages and loss of profits.

4.6 The supplier shall indemnify PERI against any and all third-party damages, product liability, and injuries to life and property arising from the products delivered.

5. Risk Transfer

In cases where the supplier is not obligated to install or assemble on-site the Delivery Items as per the contract, the risk of accidental loss or damage to the Delivery Items will transfer to PERI upon delivery of the Delivery Items to the delivery address notified by PERI. Unless otherwise notified by PERI, the delivery address is Akçaburgaz Mah. 3069 Sokak No.23, 34522 Esenyurt / İstanbul. The determining time for the transfer of risk is the time of acceptance of the goods/services by PERI. The supplier shall obtain product liability insurance and general financial liability insurance with sufficient limits for the duration of the activity. Policy samples shall be submitted upon request by PERI.

6. Regulatory Compliance, Import and Export

6.1 The supplier is responsible for ensuring that the Delivery Items or parts thereof comply with all applicable laws, directives, regulations or other public law provisions and the regulations of authorities and professional associations.

6.2 In particular, the Supplier shall ensure that the Delivery Items or parts thereof are not subject to national or international export restrictions. If a Delivery Item or parts thereof are subject to such export restrictions, the Supplier shall obtain, at its own expense, the necessary export licenses for worldwide export.

6.3 If a Delivery Item or parts thereof are subject to such export restrictions, it is the Supplier’s responsibility to obtain, at its own expense and in a timely manner, the necessary licenses for import and worldwide export before the Delivery Items are delivered to PERI.

6.4 The Supplier agrees to comply with all applicable rules relating to anti-corruption, competition law, anti-money laundering, export control, international sanctions, and human rights.

7. Usage Rights

7.1 For the use of samples, cost estimates, drawings, documents and similar information of a physical or intangible nature relating to individually produced goods, the Supplier shall be deemed to have granted PERI an irrevocable, worldwide, perpetual, and gratuitous license of use, and the granting of the right of use is free of charge, not limited by content or time.

8. Quality, Defect Inspection

8.1 Deliveries and services shall comply with quality agreements and the latest technology. In particular, the information presented in quality certificates, acceptance certificates, test certificates and analysis reports, as well as the agreed specifications, shall be considered a quality agreement.

8.2 Before delivering the Delivery Items to PERI, the Supplier shall inspect the Delivery Items to ensure they are complete and free from defects. In doing so, the Supplier shall perform the final initial checks and, where appropriate, the final tests that ensure the Supplier’s entire delivery scope is flawless and complete.

9. Right to Claim for Defects

9.1 Unless otherwise stated below, PERI's rights in case of material and/or legal defects are subject to legal provisions. PERI's rights cannot be interpreted as limited by the rights and form set forth herein. PERI is also free to choose and exercise any of its rights explicitly provided for in the law.

9.2 If the Supplier fails to fulfill its additional performance obligation by remedying the defect (repair) or delivering a defect-free product (subsequent delivery) at its sole discretion, and PERI does not exercise its right to withdraw from the sale and receive a refund, PERI may remedy the defect itself within a reasonable period determined by PERI and claim compensation from the Supplier for the necessary expenses. In emergency situations, such as when operational safety is compromised or disproportionate damage is to be prevented, PERI has the right to remedy an existing defect itself without specifying a deadline and to claim compensation from the Supplier for the expenses necessary for this purpose.

10. Recall, Series Defect

10.1 In the event of a series defect in the product delivered by the Supplier, PERI reserves the right, at its sole discretion, to recall the final products delivered to the end customer. A series defect occurs when more than one Delivery Item has similar defects. This recall means that PERI may take all measures to ensure that the end customer does not suffer any disadvantage through the use of the Delivery Items; in particular, PERI may issue warnings and arrange for the replacement of the defective Delivery Items.

10.2 If PERI notifies the Supplier of a recall, the Supplier shall provide PERI with all necessary information to enable PERI to assess the effects and consequences of the series defect in order to completely eliminate the defect in each PERI final product being recalled. In each case, the Supplier shall provide the batch number and all information relating to the production and development of the relevant batch.

10.3 The Supplier shall bear the costs of the recall. Recall costs include:

• Return costs of products delivered by PERI to its end customer,

• Costs of repairing and replacing defective PERI end products,

• Costs of re-delivering repaired and/or replaced PERI end products to the PERI end customer following the recall,

• Costs of scrapping defective Delivery Items unless the defects in the Delivery Items can be completely eliminated by repair for PERI and the Supplier,

• Costs of scrapping PERI end products returned to PERI under the recall unless PERI can completely eliminate the defects in its end products,

• Costs of employees employed by PERI to address all defects in the context of the recall,

• Costs and expenses incurred by PERI to meet compensation claims and discounts demanded by PERI's end customers against PERI,

• The Supplier is obligated to supply PERI with replacement Delivery Items at its own expense for all Delivery Items replaced by PERI during the recall.

11. Protection/Preservation of Title

11.1 PERI reserves its rights in the event that it supplies parts to the Supplier.

11.2 Models, samples, production equipment, tools, measuring and testing equipment, materials, drawings, factory standard sheets and printing templates provided to the PERI Supplier remain the property of PERI.

11.3 The documents referred to in 11.2 may only be made available to third parties with the prior written consent of PERI. Unless expressly agreed otherwise in individual cases, the documents referred to in 11.2 may be requested by PERI at any time. The Supplier has no right to retain the documents referred to in 11.2.

12. Insurance

12.1 PERI will not assume the insurance costs for the Delivery Items, in particular for transport insurance. Insurance responsibility rests solely and expressly with the supplier and cannot be interpreted as giving rise to any liability on the part of PERI prior to delivery.

13. PROHIBITION OF ASSIGNMENT AND TRANSFER

13.1 The assignment or undertaking of claims arising from this Contract is valid only with the prior written consent of PERI. The SUPPLIER may not transfer or assign, in whole or in part, any rights and obligations it has or will have in connection with deliveries and/or services to third parties without the prior written consent of PERI.

14. References and Publications

14.1 When providing references or publications, the Supplier may only use PERI’s name or trademark with PERI’s prior written consent.

15. Force Majeure

15.1 If PERI is prevented from fulfilling its contractual obligations, in particular its acceptance obligations, due to force majeure, riots, natural disasters, fire, water, epidemic or pandemic, or strikes or legal lockouts not attributable to PERI, operational or transportation disruptions, or the effects of such events, or other unforeseen circumstances involving natural acts, the period for the provision of the contractual service shall, in any case, be extended by the duration of the interruption.

15.2 PERI shall promptly inform the Supplier of the commencement and probable end of such conditions and shall take all reasonable measures to resolve the impediment as quickly as possible.

15.3 If the obstacle prevents the performance of the contract for more than three months, PERI has the right to withdraw from the contract.

15.4 If the Supplier is prevented from fulfilling its contractual obligations, particularly delivery obligations, due to force majeure, and this prevention lasts for more than three (3) months, PERI may withdraw from the contract.

16. Personal Data

16.1 PERI reserves the right to collect, store and use the personal data of the Supplier's employees within the scope of the Personal Data Protection Law, to the extent that it is necessary and appropriate for the performance of the contractual agreement. The Supplier will inform its affected employees about this and will inform them about PERI's privacy policy.

16.2 The parties may be the data transferor or the data transferee within the scope of the contractual relationship. Both parties shall comply with all applicable personal data protection regulations, including the Personal Data Protection Law No. 6698. The data transferor acknowledges and undertakes that it has informed data subjects about data processing activities, including the transfer of personal data to the data transferee, and has obtained explicit consent from the data subject where legally required. The data transferee has the right to process personal data and share it with third parties only for the purpose of providing the services requested by the data transferor. Processing or sharing personal data outside this scope is subject to the prior written consent of the data transferor. The data transferor acknowledges and undertakes that its employees, subcontractor personnel, and other service providers under its control will act in accordance with the obligations set forth in this agreement, and that they will be jointly and severally liable for any damages arising therefrom. The data transferor is obliged to take all necessary technical and administrative measures to ensure the security of personal data. In the event of any personal data breach, such as unauthorized destruction, loss, alteration, sharing, or access to personal data, the data transferor will immediately notify the data transferor in writing as soon as it becomes aware of the situation and will provide the necessary support to the data transferor to minimize any subsequent damage. If a personal data breach is reported to the Personal Data Protection Board by the data transferor, the relevant notification form will be shared with "PERI". If the data transferor delays and/or fails to fulfill this obligation in any way, it will be liable to compensate the data transferor for any damages it may suffer as a result. The data transferor is obliged to answer questions from judicial or administrative authorities, the Personal Data Protection Board, or the data subject as soon as possible and within a

maximum of 15 days, in accordance with the procedure, and to provide the necessary cooperation and assistance in the process of answering the application if requested by the data transferor. PERI stores personal data subject to personal data protection regulations. PERI reserves the right to store data arising from the contractual relationship with the Customer for data processing purposes, in accordance with legal provisions, and to transmit this data to third parties (such as insurance companies) to the extent necessary for the performance of the Contract.

17. CONFIDENTIALITY, TRADE SECRETS AND THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS

17.1 The Supplier agrees and undertakes that it will consider all information, documents, data, records, technical information, commercial information, know-how, projects, designs, drawings, plans, calculations, cost studies, pricing information, customer information, research and development studies, and all other information belonging to PERI, provided by or on behalf of PERI, or learned in any way within the scope of the contractual relationship, as confidential information, that it will use them only for the purpose of performing the contract, and that it will not disclose them to third parties without PERI's prior written consent.

17.2 The concept of confidential information includes all information transmitted in written, oral, electronic, digital, visual or any other medium. Photocopies, drafts, sketches, technical protocols, models, electronic data, samples, product specifications, production processes, application instructions, commercial plans, and contract contents are also considered confidential information.

17.3 The Supplier is obligated to ensure that its employees, directors, representatives, consultants, subcontractors, and third parties acting on its behalf also comply with the provisions of this clause. The Supplier is directly responsible for any violations by these individuals.

17.4 The confidentiality obligation does not apply to the following information:

a) Information that was publicly available at the time of disclosure or subsequently became publicly available without breach of this agreement,

b) Information lawfully obtained from third parties,

c) Information that can be proven to have been independently developed without recourse to confidential information,

d) Information that must be disclosed pursuant to law, court order or decision of a competent administrative authority. However, in such cases, the Supplier shall inform PERI in advance to the extent legally permissible and limit the disclosure to the necessary scope.
17.5 If the Supplier becomes aware that confidential information has been subject to unauthorized access, use or disclosure, it shall immediately notify PERI in writing and take all necessary measures to prevent any resulting damage.

17.6 With regard to PERI, PERI's domestic and foreign group companies are not considered third parties. PERI may share confidential information with its group companies for the purposes of establishing, performing, managing, auditing, financing, compliance processes, and corporate reporting.

17.7 The supplier acknowledges and guarantees that the goods and services delivered do not infringe the intellectual property

rights, patents, utility models, trademarks, industrial designs, copyrights, or other intellectual and industrial property rights of any third party in Turkey or abroad.

17.8 The supplier is solely responsible for any claims, lawsuits, damages, expenses, attorney fees, litigation costs, administrative sanctions, and compensation claims that may be brought against PERI by third parties for alleged intellectual property infringement, and shall immediately and in cash compensate PERI for all damages incurred as a result.

17.9 The confidentiality obligation stipulated in this article regarding information of a trade secret nature is perpetual. The confidentiality obligation regarding other confidential information not constituting trade secrets shall continue for a period of five (5) years after the termination of the contract for any reason.

17.10 The provisions of this clause shall remain in effect after the termination of the contract.

18. Applicable Law

All legal relations between PERI and the Supplier shall be governed exclusively by the laws of the Republic of Turkey, excluding the CISG [United Nations Convention on the International Sale of Goods] of 11 April 1980.

19. Competent Court and Place of Performance

19.1 The Courts and Enforcement Offices of Istanbul (Çağlayan) shall have exclusive jurisdiction over all disputes arising from or connected with the contractual relationship.

19.2 Unless otherwise agreed, the place of performance shall be PERI’s business address.

20. Other Provisions

The invalidity or nullification of any individual provision of these Terms shall not affect the validity of the remaining provisions. The SUPPLIER declares that these Terms and Conditions are an integral part of this agreement, that they were presented to them electronically or in writing prior to the conclusion of this agreement, that they had the opportunity to review all the terms and conditions, and that they have read, understood, and accepted them.