



TERMS AND CONDITIONS OF SALE

SÖNMEZ TRANSFORMATÖR San. Ve Tic. A.Ş. (“SELLER”)

NOTICE: The sale of any products (“products”) is subject to and conditioned upon acceptance of the following terms. Any additional Or different terms proposed by purchaser are objected to by and will not be binding upon seller unless specifically assented to in writing by seller. Unless explicitly objected to by purchaser in a writing received by seller within 5 days, these terms shall apply to this sale whether or not they applied to a prior purchase by purchaser. Each of the terms set forth below shall apply unless otherwise set forth on the front.

Acceptance. All orders are subject to final acceptance by SELLER and no orders are binding upon SELLER until so accepted.

Deliveries. The deliveries are FCA SELLER’s facility (INCOTERMS 2010)- unless different delivery terms have not been agreed with BUYER -, via common carrier or other reasonable means chosen by PURCHASER. Delivery is conditional on timely receipt by SELLER of any necessary documents and down payment, and Purchaser maintaining credit satisfactory to SELLER. Partial deliveries are permissible. SELLER will not be liable for any delays. SELLER may suspend delivery or cancel at any time pending receipt of assurances (including payments) adequate to SELLER of Purchaser's ability to pay.

When goods are priced ex works or FCA, delivery by post, rail or road transport is always chargeable, at the discretion of SELLER, at the current rate, regardless of omission from customers written or verbal order.

Prices. As standard Prices and quantities are quoted FCA SELLER’s facility (INCOTERMS 2010). SELLER can quote for transportation cost to Purchaser.

Prices are subject to change by SELLER without notice to Purchaser, and only those prices set forth on the front will apply to the order. Prices do not include any applicable taxes which Purchaser shall pay. All sales are payable in currency which has indicated on quotation.

Acceptance Of Orders: All orders shall be written and are subject to acceptance at the factory.

Terms of Payment.

Purchaser must obey the payment conditions as indicated on agreed quotation.

If any payment of goods delivered or held for call off or storage at SELLER is overdue, or SELLER has reason to believe that payment will not be made on its due date, SELLER may retain the possession of any goods ordered but undelivered, and may require advanced payments before delivery of such goods.

CANCELLATION: Orders can not be cancelled if production on the goods has commenced unless agreed in writing by SELLER and may incur expenses.

Changes: The customer may the right to change their order, in writing, **if agreed** upon by seller. Should



such changes alter the amount due or time required for production, an equitable adjustment of price and/or time shall be made. Changes affecting function or performance of item ordered may not be made without prior written consent from SELLER.

Returned Products and Claims. Within 10 days after Purchaser's receipt of Products, Purchaser must give detailed written notice to SELLER's Customer Service Department of any claim based upon the condition, quantity, or grade of the Products or of any claimed nonconformity with Purchaser's specifications. Purchaser's failure to do so shall constitute irrevocable acceptance of the Products. Unused Products which are returned must be returned in the original package or similar package with original package

Notes for Transformers and Reactors:

- Prices quoted for power transformers do not include high voltage or low voltage bushing connectors unless specified in the inquiry and quotation.
- Field inspection or supervision is not included.
- Routine tests are included. Special tests and type tests or witness testing are extra cost items.

Patents and Other Intellectual Property Rights:

SELLER will retain ownership of any intellectual property—including ideas, discoveries, patents, trade secrets, inventions, concepts, and work of authorship—that is generated by the consulting, engineering, or development services it provides to the Customer. SELLER's entire liability will apply only to claims that any of its products in its product line or manufactured to its specifications infringe on a U.S. patent. This liability will only be assumed by SELLER if SELLER receives prompt written notice of the claim of infringement and is given complete authority to defend and settle the claim, along with information and assistance.

Limited Warranty:

SELLER warrants that at the time of shipment by SELLER Products manufactured by SELLER will be free from defects in material or workmanship and will conform to the Product's Specifications. This limited warranty shall become void upon the earlier of: (a) 2 years after the date of manufacture of the Products, or (b) 90 days after the date Purchaser uses or incorporates the Products (There might be special agreements for projects).

As Purchaser's exclusive remedy, SELLER will, in its sole discretion and within a reasonable time, either repair, replace, or refund the purchase price for any Product confirmed by SELLER to have been defective at the time of shipment, only if (i) such Product is returned (at Purchaser's expense and risk) and received by SELLER within 7 days from the date that SELLER issues a Returned Material Authorization .

In order to obtain a RMA, SELLER may request samples for verification and confirmation of Purchaser's claim. (ii) Purchaser sets forth in writing to SELLER information describing the defective Product, including the type of Product, invoice number, shipment date, Date Code and/or Serial Number and a full description of the defect.



This limited warranty does not cover normal maintenance or items consumed during normal operation, nor normal wear and tear, use under circumstances exceeding the Specifications, abuse, unauthorized repair or alteration, lack of proper maintenance or damage caused by natural causes such as fire, storm, or flood. SELLER shall not be liable for transportation, labor or other charges for adjustments, repairs, replacements of parts, installation, or other work which may be done in connection with the Products sold. This limited warranty shall not be deemed to have failed of its essential purpose so long as SELLER is willing and able to repair, replace or refund the purchase price on any defective Products in the manner specified. No allowance will be made for repairs made by Purchaser. Except as herein provided, SELLER shall not be liable to Purchaser in any manner with respect to the Products.

No other expressed warranties and no implied warranties of any type, whether of merchantability, fitness for a particular purpose, or otherwise, other than those expressly set forth those set forth above shall apply to the products.

Limitation of Liability:

Seller's liability for compensation in case of breach of contractual or any other obligations, in particular for consequential losses due to late delivery or lack of conformity of the goods or documents, shall be excluded, unless liability arises from intention or gross negligence. The liability limitations outlined in this section shall not apply in the event of injury to life, body or health.

Seller's liability under the applicable and contractually unchangeable legal product liability regulations shall remain unaffected.

Returning Apparatus:

- A. In no case are goods to be returned without first obtaining the Company's written permission.
- B. Any material returned and not authorized will not be signed for and will be returned back deadhead to the sender.
- C. Material built to order is not subject for credit under any circumstances.
- D. If return is caused by fault of the Company, full credit will be allowed.

Excusable Delays. SELLER shall not be liable for any failure to perform due, directly or indirectly, to (i) causes beyond SELLER's reasonable control, and (ii) acts of God or nature, acts of any governmental authority, wars, strikes or other labor disputes, fires, and natural calamities.

Limitations. Any action by Purchaser relating to this contract or the Products sold must be commenced within 1 year after such cause of action accrued.

Force Majeure

Seller shall be relieved from its contractual obligations in cases of force majeure. Force majeure applies in particular, but not limited to, in cases of war, flood, natural catastrophes as well as in any other cases where incidents are beyond control of Seller, e.g. water ingress, power blackout and disconnection or destruction of data-carrying conductions.