

1 GENERAL

- 1.1** Except where Article 18 applies, these terms and conditions apply to every Purchase Order placed by TÜBİTAK SPACE TECHNOLOGIES RESEARCH INSTITUTE (ADMINISTRATION) with any individual, firm or company (the "SUPPLIER").
- 1.2** No terms and conditions in or attached to any catalogue, quotation, invoice or other sales literature, document or dispatch/delivery note which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall not have any effect unless expressly accepted by ADMINISTRATION in writing. In the absence of such written acceptance, the SUPPLIER shall be deemed to have withdrawn or waived his terms and conditions and to Purchase Order solely on the basis of these terms and conditions and acceptance of Goods and/or Service(s) shall not constitute or be deemed to constitute acceptance by ADMINISTRATION of the SUPPLIER's terms and conditions.
- 1.3** The contract shall commence and the SUPPLIER will be contractually bound upon the despatch of a Purchase Order by ADMINISTRATION.
- 1.4** Acceptance of the Purchase Order may be evidenced by SUPPLIER's written notice of acceptance, despatch of an order acknowledgement by SUPPLIER or by SUPPLIER's timely commencement of performance.

2 SHIPPING DOCUMENTS

- 2.1** Unless mutually agreed by the Parties, the SUPPLIER is responsible for the insurance and/or preparation and presentation of all the shipping documents listed below irrespective of the shipping term agreed.
- a) Commercial Invoice (3 Original)
 - b) Packing or Weight List (3 Original)
 - c) CMR or FCR (for Truck Shipments) (1 original), AWB (for air freight) (1 original) or B/L (for ocean freight) (3 originals 3 copies)
 - d) Certificate of Origin (1 Original) (If requested in the Purchase Order)
 - e) Certificate of Conformance (1 Original)
 - f) Inspection and/or Test Certificate, Works Certificate, SUPPLIER's Certificate, Analysis Report (If requested in the Purchase Order)
- 2.2** The shipping documents shall be duly signed and drawn to the name and order of;
- TÜBİTAK SPACE TECHNOLOGIES RESEARCH INSTITUTE
(TÜBİTAK UZAY TEKNOLOJİLERİ ARAŞTIRMA ENSTİTÜSÜ)
ODTU Yerleşkesi, 06800 Çankaya, Ankara, Turkey
Tax Office & No: Doganbey – 8730341571**

3 INSPECTION AND TESTING

- 3.1** The SUPPLIER shall ensure that the Goods and/or Service(s) shall:
- a) correspond with the quantity, type, sort, quality and description set out in the Purchase Order,
 - b) meet the performance standards and dates specified on the Purchase Order or notified to the SUPPLIER by ADMINISTRATION,

- c) be of satisfactory quality and fit for any purpose held out by the SUPPLIER or made known to the SUPPLIER by ADMINISTRATION,
- d) where applicable, be free from defects in design, materials and workmanship and remain so for 12 (twelve) months after delivery,
- e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

- 3.2** All Goods and/or Service(s) shall be subject to inspection and approval by ADMINISTRATION after delivery. ADMINISTRATION has right to request FAI (First Article Inspection) and FAT (Factory Acceptance Test) before the shipment of the Goods.
- 3.3** ADMINISTRATION reserves the right to reject any Goods and/or Service that it deems non-conforming, defective, unsafe, unfit, in excess or lack of the Purchase Order quantities or in any other way unsuitable for its purposes.
- 3.4** If the Goods and/or Service(s) do not comply with the ADMINISTRATION Purchase Order and/or instructions, ADMINISTRATION is entitled at its option to either return the Goods at the risk of the SUPPLIER; reject the Goods and/or Service(s); require the SUPPLIER to re-perform the services or accept the whole or part of the Goods and/or Service(s) supplied by the SUPPLIER but without prejudice to any rights of ADMINISTRATION to claim compensation or damages for loss or damage suffered as a result of failure to comply.

4 EXPORT PACKING AND MARKING

- 4.1** The type of packing shall be determined in accordance with the standard practices in the industry and the method of transportation.
- 4.2** Packages shall be properly and clearly marked on all sides with;
- TÜBİTAK SPACE TECHNOLOGIES RESEARCH INSTITUTE
(TÜBİTAK UZAY TEKNOLOJİLERİ ARAŞTIRMA ENSTİTÜSÜ)
Purchase Order No :
Name of The Goods :**
- 4.3** If the packages shall be transported, stored and opened under special conditions, it shall be properly and clearly marked on the packages.

5 PRICE AND PAYMENT

- 5.1** The price for the Goods and/or Service(s) shall be the price set out in the Purchase Order and shall be inclusive but not limited to the costs of packaging, insurance and carriage of the Goods and/or provision of the Service(s) as per the delivery terms stated in the Purchase Order. No extra charges shall be effective unless agreed by ADMINISTRATION.
- 5.2** In respect of Goods, the SUPPLIER shall invoice ADMINISTRATION on or at any time after completion of delivery. In respect of services, the SUPPLIER shall invoice ADMINISTRATION in full, monthly or quarterly as agreed. The invoice shall contain the Purchase Order number and shall include such supporting information required by ADMINISTRATION to verify the accuracy of the invoice.
- 5.3** Unless mutually agreed by the Parties in writing, ADMINISTRATION will pay the invoiced amounts to a

bank account nominated in writing by the SUPPLIER within 30 (thirty) days from the date of a valid and correct invoice.

6 DELAYS IN DELIVERY

6.1 In the event the SUPPLIER does not deliver the Goods and/or Service(s) on time, **a delay penalty shall be applied in the rate of 0,2% (two per thousand)** for each calendar day for the total price of the respective Goods and/or Service(s) the delivery of which is delayed.

6.2 The delay penalty shall be deducted from the payments to be made to the SUPPLIER, without any need for issuance of a written notification to the SUPPLIER.

6.3 In the event that the delay is not remedied within 30 (thirty) calendar days following the ADMINISTRATION's delay penalty notification to the SUPPLIER, ADMINISTRATION has right to terminate the Purchase Order.

6.4 Under any Purchase Order, the total penalty applicable to the SUPPLIER for each Goods and/or Service(s) **shall be limited to 15% (fifteen percent) of the total price of relevant Goods and/or Service(s).**

7 INDEMNITY AND INSURANCE

7.1 The SUPPLIER shall hold and keep ADMINISTRATION indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by ADMINISTRATION due to or arising out of the performance of the Purchase Order or any breach by the SUPPLIER of these terms and conditions or any term or obligation implied by law or any statutory provision that may be in force from time to time.

7.2 The SUPPLIER shall have sufficient insurances as per the delivery term of the Purchase Order in place and provide written evidence to ADMINISTRATION upon request.

8 PRECEDENCE

8.1 In case of a contradiction or difference between the Purchase Order and its annexes, the provisions of the Purchase Order shall prevail. Order of precedence among the Purchase Order and the documents annexed thereto is as follows:

- Purchase Order
- Technical Specifications (if any)
- Terms and Conditions for Purchase Orders
- Quotation of the SUPPLIER.

9 TERMINATION

9.1 In addition to clause 6.3 and 10, if at any time after the commencement of the Purchase Order the SUPPLIER commits: a material or persistent breach of the Purchase Order and (if such a breach is remediable) fails to remedy that breach within 7 (seven) days after receiving notice of the breach; commits a material breach which cannot be rectified, then ADMINISTRATION shall have the right to terminate the Purchase Order with immediate effect.

10 FORCE MAJEURE

10.1 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Purchase Order if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been

foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the SUPPLIER from supplying the Goods and/or Services for more than 30 (thirty) days, ADMINISTRATION shall have the right, without limiting its other rights or remedies, to terminate the Purchase Order with immediate effect by giving written notice to the SUPPLIER.

11 VARIATION

11.1 Any variation, including any additional terms and conditions to the Purchase Order shall only be binding when agreed in writing.

12 ASSIGNMENT AND SUBCONTRACTING

12.1 The SUPPLIER shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Purchase Order without the prior written consent of ADMINISTRATION.

13 CONFIDENTIALITY

13.1 The SUPPLIER shall treat all confidential information belonging to ADMINISTRATION as confidential and safeguard it accordingly and shall not disclose any confidential information without the prior written consent of ADMINISTRATION.

14 ADVERTISEMENT BAN

14.1 Unless approved in writing by ADMINISTRATION, the SUPPLIER shall not use or advertise the logo and credentials of ADMINISTRATION in brochures or any other means of promotion in relation to the Goods and/or Service(s) procured.

15 NOTICES

15.1 Any notice or other communication required to be given under or in connection with the Purchase Order shall be in writing and shall be delivered to the other party by e-mail, courier or prepaid first-class post.

16 STATUTORY REQUIREMENTS

16.1 The SUPPLIER shall comply with all statutes, orders, regulations or laws applicable to the performance of the Purchase Order and shall indemnify ADMINISTRATION against all losses, claims or liabilities, expenses, proceedings or otherwise as a result of the SUPPLIER's noncompliance with the same.

17 GOVERNING LAW AND JURISDICTION

17.1 The Parties hereto shall do their utmost to settle any dispute that may arise during the execution of Purchase Order. The Purchase Order shall be governed by and construed in accordance with Turkish Law and the parties irrevocably submit to the exclusive jurisdiction of the courts of Turkey.

18 TERMS AND CONDITIONS

18.1 These terms and conditions shall apply unless ADMINISTRATION specifies different terms and conditions in its tender or quotation documentation or some other contract entered into by the Parties. If different terms and conditions are specified by ADMINISTRATION those terms and conditions shall override the Purchase Order terms and conditions and shall apply instead of these.