

Hohenstein İstanbul Tekstil Analiz ve Kontrol Hizmetleri Ltd. Şti.  
General Terms and Conditions  
November 2024 Version  
Cumhuriyet Mah. 1990. Sok. No: 8, Çınarpark Residence, A Blok,  
Dükkan: 5 34515 Esenyurt - İstanbul Türkiye

**1. SCOPE**

- 1.1 This Contract sets out the terms and conditions for the commercial business relationship with Hohenstein İstanbul Tekstil Analiz ve Kontrol Hizmetleri Ltd. Şti. (Contractor: "the Contractor").
- 1.2 The contractual conditions also apply to existing business relationships for further follow-up orders.
- 1.3 Client's ("the Client") differing terms and conditions of business only become a constituent part of the contract if they are recognized by the Contractor expressly and in text form (Such as email, telefax, sms etc.).

**2. ASSIGNMENT**

- 2.1 The subject of assignment is any manner of expert opinion, testing, investigation (including procurement of testing apparatus and equipment) research work, auditing, inspection or certification (hereinafter referred to collectively as "expert opinion"), i.e., establishment of facts, presentation of empirical findings, deter mining causes, assessment and review.
- 2.2 The precise expert opinion topic and purpose of use must be defined in text form at the point of awarding the assignment.
- 2.3 The Client has been made aware that the completed expert opinion is a private expert opinion based on which the outcome of an expert opinion cannot be achieved in any court ordered conservation of evidence proceedings. In particular, the preparation of an expert opinion by the Contractor shall not interrupt any limitation periods in the relationship between the Client and third parties. The Contractor does not provide a guarantee regarding this and the Client is also aware of this issue.

**3. FULFILMENT OF THE ASSIGNMENT**

- 3.1 The assignment will be executed by the Contractor impartially and to the best of their knowledge and belief, according to the recognized rules of technology based on the best-available knowledge and technology and using existing knowledge and/or knowledge and experience gained during the duration of the assignment.
- 3.2 The Contractor can only guarantee a certain success, in particular a result desired by the Client, within the framework of objective and impartial application of the expertise of the experts working for the Contractor.
- 3.3 The Contractor shall be entitled to transfer his expert opinion activities to third parties either wholly or in part.
- 3.4 If, to ensure professional completion of the assignment, the involvement of specialists in other disciplines should prove necessary their engagement shall be authorized on behalf of the Client.
- 3.5 In other respects, the Contractor shall be entitled to carry out or have carried out necessary and customary investigations and experiments for processing the assignment at the Client's cost and in the light of his own best judgement. Should it transpire during any investigation that for confirmation of measurement result findings an analysis must be repeated, or the analysis procedure must be extended to include a repeat run, this shall not be deemed to be an unforeseen event or a costly investigation in terms of time and expense in relation to the purpose of the expert opinion.
- 3.6 If service changes or enhancements compared to the original assignment become necessary during the execution of the assignment, the Contractor may demand the conclusion of a change agreement in text form before any change or enhancement to individual services, in which any questions of reasonable additional remuneration and deadline changes are to be dealt with.
- 3.7 Since there may be changes in the delivery date of the expert opinion due to the circumstances specified in articles 3.5, 3.6 and 9.3 of this Contract and the Client's failure to fulfill its obligations, the Client is aware that even if a deadline is set for the delivery of the expert opinion, this deadline shall not be considered as a final binding deadline.
- 3.8 The expert opinion to be compiled by the Contractor shall be provided to the Client in writing in single copy indicating the specialist responsible for its composition. Additional copies will be charged separately. Instead of the written copy, digital provision is also permissible. Only the authorized expert opinion is legally binding.
- 3.9 The Contractor's expert opinions reflect only those facts established at the point in time of testing based on the specific instructions provided by the Client or, in the absence thereof, the specifications in the assignment specification form, relevant commercial customs, usages or practices and such procedures as the Contractor deems appropriate on technical, business organizational and/or commercial grounds. The Contractor is under no obligation to indicate facts or values or to report on the latter if these lie outside the specific instructions issued by the Client.
- 3.10 The Client acknowledges that in providing his services the Contractor

neither adopts the position of the Client or any third party nor releases the latter from any obligations or in any other way assumes, restricts, or cancels Client obligations vis-à-vis third parties or of third parties vis-à-vis the Client or releases him therefrom in any other manner.

- 3.11 Following completion of the assignment and payment of the remuneration agreed the Contractor shall retain the Client's test material in safekeeping at the Client's risk and in observance of his own customary care. If the Client has not yet collected the documentation and samples 3 (three) months after acceptance of the expert opinion, the Contractor shall be free to destroy such materials without any notice to the Client and shall be released from any liability in connection therewith.

**4. CLIENT OBLIGATIONS**

- 4.1 The Client may not issue the Contractor any instruction which might falsify the latter's actual findings or the results of his expert opinion.
- 4.2 The Client shall ensure that the specialist receives free of charge and in good time all information, documentation and test material necessary for completion of the assignment. Otherwise, the Contractor shall not be liable for the delays.
- 4.3 A Client wishing to use the results of the expert opinion during any test event is under the obligation to procure the test material on his own responsibility regarding selection of the test material and sending the test material to contractor.

**5. CONFIDENTIALITY**

- 5.1 The Contractor shall not disclose, pass on or exploit without authorization the expert opinion or facts or documents which have been entrusted to it or otherwise become known to it during its expert activities. There shall be no obligation of confidentiality with respect to any information which now is or hereafter becomes available to the public. The obligation to maintain secrecy shall be valid for a further 5 (five) years from the end of the contract period.
- 5.2 This obligation to maintain secrecy shall also apply to all employees working for the Contractor.

**6. COPYRIGHT, DATA PROTECTION**

- 6.1 The Contractor shall retain copyright to the services provided – insofar as these are appropriate in that regard.
- 6.2 Any publication of the expert opinion, its use by way of reproduction and dissemination is only permitted in the context of the contractually defined purpose of use and by acknowledging the Contractor.
- 6.3 If the Client intends to refer to the fact that individual products or product groups have been assessed by the Contractor in its product or company advertising, either by quoting extracts from the present expert opinion or by naming the Contractor alone, this shall require prior contractual agreement. If such an agreement has not been made, the quoting of excerpts from the results of the expert opinion, both in product advertising and in company advertising, shall also be excluded.
- 6.4 The Client is not permitted to amend, edit, or use the expert opinion in merely extract form. Any disclosure of investigation reports or expert opinions to official authorities or other public offices is permissible if and to the extent that this is necessary or prescribed under statute in the light of the contractually assumed use or to the extent required by law.
- 6.5 The Contractor processes Clients' personal data for correct order execution and for his own purposes. The Contractor uses data processing systems for this. The Contractor has taken technical and organizational measures to ensure data protection requirements that guarantee data security and data protection procedures. Employees responsible for processing are subject to data protection laws and must comply with all data protection regulations.

**7. PAYMENT TERMS**

- 7.1 The remuneration is due for payment 30 (thirty) days from the date of invoicing. The Contractor may prefer and request that the agreed fee be due and payable prior to the commencement of the performance of the work. Interest will be applied to any overdue balance amount at the rate of eighteen percent (18%) per annum.
- 7.2. Unless the parties mutually agree to a different method of payment, the payment method is a bank transfer. Payment by bank transfer shall be made in the manner and time as regulated under the article 7.1.

- 7.3. The Contractor shall be entitled to demand advance payments or reasonable cost advances or to issue partial invoices in accordance with services already rendered.
- 7.4. In the event of failure to observe payment terms, the Contractor shall be entitled to enforce all remuneration claims due for payment with immediate effect and without any prior notification.
- 7.5. The Client may only offset against Contractor claims if the Client's counterclaim is undisputed. If the Contractor takes legal action to collect any amount owed by the Client, the Client shall be obliged to reimburse the Contractor for all costs of such action, including the Contractor's attorney's fees.

#### 8. TERMINATION

- 8.1 Client and Contractor may terminate the contract in text form at any time on significant grounds.
- 8.2 Significant grounds which entitle the Client to terminate are, amongst other things, any infringement of the obligations to provide an objective, independent and impartial expert opinion.
- 8.3 Significant grounds which entitle the Contractor to terminate are, amongst other things, refusal of necessary collaboration by the Client (in particular as defined in Point 4.2) attempted impermissible influence on the part of the Client on the specialists commissioned with preparation of the expert opinion, use of expert opinion findings and partial results over and above the contractually defined purpose of expert opinion preparation, impermissible reproduction of expert opinions and if, following acceptance of the assignment, the Contractor discovers that he does not possess the necessary expertise to complete the assignment.
- 8.4 In other respects, termination of the contract is excluded.
- 8.5 If the contract is terminated on significant grounds for which the Contractor is responsible, he shall be due any remuneration for partial services provided up to the point of termination only to the extent that this is objectively of use to the Client.
- 8.6 In all other cases the Contractor retains claim to the full contractually agreed remuneration - subject however to deduction of expenses saved. If in any individual case the Client can demonstrate no higher proportion of expenses saved, this is agreed to be 40% of the remuneration for services not yet provided by the Contractor.

#### 9. DEADLINES, DEFAULT

- 9.1 Any deadline set by the Client for delivery of the expert opinion shall only be deemed agreed if expressly confirmed by the Contractor.
- 9.2 If a deadline is agreed between Client and Contractor for delivery of the expert opinion, this period shall commence upon conclusion of the contract or receipt of the samples on a laboratory working day. If the Contractor requires documentation from the Client for preparation of the expert opinion or if payment of an advance is agreed the period allowed for the deadline only commences following receipt of the documentation or the advance.
- 9.3 The Contractor shall only be deemed to be in arrears if he is responsible for the delay in delivering the expert opinion. In the event of obstacles to delivery for which he is not responsible, such as for example force majeure including, but not limited to, war, riots, civil disturbances, strikes, lockouts and labor movements, fire, explosions, earthquakes, acts of God, floods, inundation, floods or bad weather, equipment failures or transmission difficulties, shortages of materials and decisions or actions of governments, public authorities or regulatory authorities resulting from an event involving no blame and leading to grave operational disruptions delayed delivery shall not apply. The period for delivery, shall be extended in such cases by the duration of the hindrance. If it becomes completely impossible for the Contractor to provide the expert opinion due to such obstacles to delivery, the Contractor shall be released from its contractual obligations. In this case, too, the Client shall not be entitled to claim damages.
- 9.4 In addition to deliver the Client may only demand damages compensation if intent or gross negligence is demonstrated on the part of the Contractor.

#### 10. GUARANTEE

- 10.1 No guarantee is assumed for the economic benefits of the results of the assignment.
- 10.2 Test results relate only to the samples examined. The evaluation of the measured values is carried out regardless of the measurement uncertainty, because in practice it is already considered at.
- 10.3 Initially the Client may only demand cost-free rectification of a deficient expert opinion.
- 10.4 In this case, the additional time to be requested must be reasonable and not less than the initially agreed delivery time.

- 10.5 If there is no rectification within an appropriate time or if rectification fails, the Client may demand a termination of the contract or a reduction in the fee (abatement).
- 10.6 Defects must be notified to the Contractor immediately and in text form; otherwise, the guaranteed claim shall lapse.
- 10.7 Claims for a fault arising as a result of providing a deficient expert opinion expire after one (1) year. The prescription period begins when the expert opinion is received by the Client.

#### 11. LIABILITY

- 11.1 Expert opinions are prepared based on information, documentation, quality requirements and/or samples provided by the Client and are for the exclusive use of the Client. The latter shall draw necessary conclusions from the expert opinion on his own responsibility. Neither the Contractor nor his senior staff, employees or subcontractors are responsible to the Client or third parties for any manner of actions taken or omitted based on such expert opinions, including faulty tests based on imprecise, false, incomplete, or misleading information provided by the Client.
- 11.2 The Contractor provides consultancy services only in relation to the information and documents submitted by the Client.
- 11.3 The Contractor is not liable for delayed, partial, or incomplete services if this derives directly or indirectly from events beyond the control of the Contractor as set out in the article 9.3 of this contract.
- 11.4 The liability of the Contractor shall be limited to gross negligence and intent. Irrespective of the degree of fault, the Contractor shall only be liable for damage caused by the violation of obligations essential for the achievement of the purpose of the contract. For all damages not caused intentionally or by gross negligence, the claim for damages shall be limited to typical damages foreseeable at the time of conclusion of the contract.
- 11.5 To the extent permitted by law, the compensation exclusion covers all claims of the Client against the Contractor, its employees, representatives, proxy representatives and assistants of any nature whatsoever arising out of the expert opinion contract or its execution.
- 11.6 To the extent legally permitted, the Contractor shall not be liable for indirect damages, in particular lost profits, lost business, lost business opportunity, loss business reputation, including costs associated with the recall of any product. In addition, to the extent legally permitted, the Contractor shall not be liable for any loss, damage or costs that the Client may incur because of any third-party claim (especially in the event of product liability litigation).
- 11.7 If any liability of the Contractor to the Client should arise, the Contractor's liability for claims against the Client for losses, penalties or costs of any nature and magnitude whatsoever, regardless of the cause, shall in no circumstances exceed the total amount of the fee received by the Contractor specifically for the services that led to the claims.
- 11.8 All claims for damages in connection with the specific inspection/production site assessment service, except for claims where the damage is caused by gross negligence or intent and/or claims arising from life-threatening damage, physical damage, damage to health, are limited to a daily fee of five (5) days.
- 11.9 In the event of a claim for compensation, the Client is required to notify the Contractor in writing within 10 (ten) days from the time of the circumstances related to the claim are understood. In any case, compensation claims arising from breach of obligations on the part of the Contractor shall be expire 12 (twelve) months after receipt of the expert opinion by the Client.

#### 12. PLACE OF FULFILMENT, LEGAL JURISDICTION, APPLICABLE LAW, ALTERNATIVE DISPUTE SETTLEMENT

- 12.1 Place of performance is the registered place of business of the Contractor.
- 12.2 This Contract shall be governed by and construed in accordance with the laws of the Republic of Türkiye. However, in the event that the Client does not have a registered place of business within the Republic of Türkiye and provided that it is decided by mutual agreement between the parties, the applicable law shall be the laws of European Union. Any dispute arising out of this Contract shall be resolved by the Istanbul Courts and Enforcement Offices.

Contractor: Hohenstein İstanbul Tekstil Analiz ve Kontrol Hizmetleri Ltd. Şti.  
Date:  
Client: