

a) Unless otherwise specifically agreed in writing "INSPEGO International Inspection & Certification Services Ltd." (hereinafter called INSPEGO) undertakes services in accordance with these General Conditions of Business (hereinafter called 'General Conditions') and as such all offers, tenders for services, all resulting contracts and agreements will be governed by these General Conditions.

b) The Company may perform inspection or testing services (hereinafter the "Services") for persons or entities (private, public or governmental) issuing instructions (the "Client").

c) Unless the Company receives prior written instructions to the contrary from the Client, no other party is entitled to give instructions, particularly on the scope of the Services or the delivery of reports or certificates resulting there from (the "Reports of Findings"). The Client hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so instructed by the Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

d) The Client's general terms and conditions or condition of purchase as well as oral side agreements shall only be binding upon prior written approval by the Company.

#### Provision of Services

a) The Company will provide Services using reasonable care and skill and in accordance with the Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

i. the terms of any standard order form or standard specification sheet of the Company; and/or

ii. any relevant trade custom, usage or practice; and/or

iii. such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of the Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

d) Should the Client request that the Company witness any third party intervention, the Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. The Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

f) The Company may delegate the performance of all or part of the Services to an agent or subcontractor and the Client authorises the Company to disclose all information necessary for such performance to the agent or subcontractor.

g) Should Company receive documents reflecting engagements contracted between the Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the Services or the obligations accepted by the Company.

h) The Client acknowledges that the Company, by providing the Services, neither takes the place of the Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client.

i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to the Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by the Client. The Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to the Client if incurred.

#### Processing Time

a) The Company shall render the Services at such time which is customary on the market. Deadlines and time limits with regard to the rendering of the Services are solely binding, if and to the extent confirmed in writing by the Company beforehand.

b) Observance of any time limits requires the timely receipt of all and any documents and samples to be provided by the Client as well as the Client duly meeting its obligations according to Section

#### Obligations of Customer

a) The Customer will: ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;

b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;

c) supply, if required, any special equipment and personnel necessary for the performance of the services;

d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;

e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons; fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

#### Payment of Invoices

a) The fees for all services rendered by INSPEGO are due for payment without deduction 14 days after the date of invoice. On default INSPEGO is - without prejudice to any other rights - entitled to charge default interest, to withhold certificates and other documents and/or to suspend or revoke the validity of certificates.

b) INSPEGO shall be entitled to issue monthly invoices regarding orders that run for more than one month. Partial performances that can be used by the client are subject to acceptance by the client and INSPEGO shall be entitled to issue respective invoices.

c) INSPEGO shall be entitled to request advance payments.

d) Any rights of lien or retention in favour of the client, statutory or otherwise, are hereby excluded. Likewise excluded are any rights of set-off with client's counter-claims, unless such counter-claim is undisputed or has been finally adjudicated upon by the courts.

#### Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

a) failure by the Customer to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Customer; or

b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Customer.

#### Liability and Indemnification

##### a) Limitation of Liability:

i. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Customers seeking a guarantee against loss or damage should obtain appropriate insurance.

ii. Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of the Customer and solely for the benefit of Customer who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Customer nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

iii. The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Customer to comply with any of its obligations hereunder.

iv. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or more than value indicated on our Professional Liability Insurance, whichever is the lesser.

v. The Company shall have no liability for any indirect or consequential loss (including loss of profits).

vi. In the event of any claim, Customer must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

A) the date of performance by the Company of the service which gives rise to the claim; or  
B) the date when the service should have been completed in the event of any alleged non-performance.

b) Indemnification: The Customer shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

#### Miscellaneous

a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

b) During the course of providing the services and for a period of one year thereafter Customer shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

#### Place of Performance - Jurisdiction - Governing Law

a) The place of performance for all obligations resulting from or in connection with the respective order from the client is Istanbul, unless otherwise provided in the order.

b) The exclusive place of jurisdiction for claims against INSPEGO is Istanbul. INSPEGO is entitled to sue the client before the courts in Istanbul or before any other competent court.

c) Turkish law shall govern the performance of the order and all claims resulting from or in connection with the order.