

## **General Terms and Conditions of Purchase**

This Manual describes and defines the requirements of Standard Profil Group from the suppliers.

The Supplier is obliged, without exception, to deliver its products and services in compliance with this manual.

Standard Profil expects intensive cooperation from the Supplier focused on the prevention of non-conformities and planning of the quality through all phases of the processes, and to continuously adhere to the prescribed procedures and agreed principles.

This manual contains 3 Parts and all parts apply to all the Standard Profil's Suppliers.

### **Parts:**

- 1- Purchase Agreement
- 2- Supplier Quality Manual
- 3- SQA - Supplier Quality Agreement on the responsibility matrix

<u>General Terms of Purchase</u>	<u>Allgemeine Einkaufsbedingungen</u>	<u>Genel Satın Alma Koşulları</u>
<p><b>1. Scope</b></p> <p>Unless otherwise agreed upon with Standard Profil ("SP")'s Purchasing Department (the "Purchasing Department"), these General Terms of Purchase shall apply to all purchases to be made by SP from third parties ("Supplier") including the purchase of all kinds of goods (products, tools, machines, equipments, parts, sub-industry equipments, raw materials, other materials) and all kinds of services (the "Goods/Services").</p> <p>The Parties entered into herein this Agreement as a framework agreement to regulate general terms of the business relation between the Parties.</p> <p>Due to this Agreement is an annex to the partial contracts (letter of nomination, order and/or other documents which imposes liabilities to the Parties) signed and/or to be signed between the Parties, the Parties accept and are considered as signed this Agreement.</p> <p><b>2. Orders</b></p> <p><b>2.1. Purchase Order</b></p> <p>Goods/Services must always be the subject of a purchase order (the "Order"), valid either for an unlimited period of time (an "Open Order") or for a limited period of time (a "Closed Order"). Orders shall be transmitted by means of "Supplier Portal" via EDI (vSRM) for Raw Material orders and EDI, SAP, e-mail, fax or any other electronic means for Non-production and CapEx purchasing.</p> <p><b>2.2. Acceptance of the General Terms of Purchase</b></p> <p>These General Terms of Purchase have been examined priorly and negotiated with the Supplier, and Supplier has accepted these General Terms of Purchase. Therefore, regardless of the Supplier's terms of sale, these terms hereby will apply.</p> <p>The Supplier shall also comply with the requirements of the "SP Production System", and the "SP Quality System" that have been shared with the Supplier, as well as any other quality control procedure(s) that may be implemented by SP, which are listed in the SP Requirements File(s) agreed by the Parties or which appear on SP's Website.</p> <p><b>2.3. Supplier's Obligations</b></p> <p><b>2.3.1.</b> The Supplier, a professional in its field, is perfectly aware of the demands and requirements of SP and of the international automotive industry, including in relation to quality, cost and deadlines. The Supplier shall deliver the Goods/Services in compliance with the Documents, Specifications, the standards of the industry, as well as with applicable laws, regulations and standards in force concerning health, safety, environmental protection, and labor laws, where the Goods/Services are manufactured. If Supplier uses any subcomponents manufactured in other countries, Supplier shall ensure that its sub-suppliers respect the laws and regulations and norms applicable in that country. Supplier shall also ensure that its Goods/Services are compliant with the laws, regulations and norms applicable in the countries (in terms of Goods) where the vehicles in which the Goods are to be mounted, are used or sold.</p> <p>The Supplier shall indemnify, hold harmless and defend SP from and against any claims and damages arising out of a breach of these provisions and shall bear the consequences thereof, whatever they may be.</p> <p><b>2.3.2.</b> The Supplier shall also deliver or perform the Goods/Services in compliance with all other documents, in addition to these General Terms of Purchase, in particular the drawings, specifications, list of requirements, etc (the "Documents"), that govern the relations between SP and the Supplier in connection with the Goods/Services.</p> <p><b>2.3.3.</b> Upon a specific request by SP, the Supplier shall modify the Goods/Services or their delivery or performance. The Parties shall discuss and agree to any consequences of such modification, for example, with respect to timing or</p>	<p><b>1. Geltungsbereich</b></p> <p>Sofern mit der Einkaufsabteilung von Standard Profil ("SP") nichts anderes vereinbart wurde, gelten diese Allgemeinen Einkaufsbedingungen für alle Einkäufe, die SP von Dritten ("Lieferant") tätigt, einschließlich des Einkaufs aller Arten von Waren (Produkte, Werkzeuge, Maschinen, Ausrüstungen, Teile, Sub-Industrieausrüstungen, Rohstoffe, sonstige Materialien) und aller Arten von Dienstleistungen (die "Waren/Dienstleistungen").</p> <p>Die Parteien schließen hierin diesen Vertrag als Rahmenvertrag ab, um allgemeine Bedingungen der Geschäftsbeziehung zwischen den Parteien zu regeln.</p> <p>Aufgrund dieser Vereinbarung ist ein Anhang zu den Teilverträgen (Nominierungsschreiben, Bestellung und/oder andere Dokumente, die Verbindlichkeiten gegenüber den Parteien auferlegen), die zwischen den Parteien unterzeichnet und/oder zu unterzeichnen sind, akzeptieren die Parteien diese Vereinbarung und gelten als unterzeichnet.</p> <p><b>2. Bestellungen</b></p> <p><b>2.1. Bestellung</b></p> <p>Waren/Dienstleistungen müssen immer Gegenstand einer Bestellung (die "Bestellung") sein, die entweder für einen unbegrenzten Zeitraum (eine "offene Bestellung") oder für einen begrenzten Zeitraum (eine "geschlossene Bestellung") gilt. Die Übermittlung der Bestellungen erfolgt über das "Lieferantenportal" via EDI (vSRM) für Bestellungen von Rohstoffen und EDI, SAP, E-Mail, Fax oder andere elektronische Mittel für den Einkauf von Nicht-Produktionsgütern und Investitionsgütern.</p> <p><b>2.2. Akzeptanz der Allgemeinen Einkaufsbedingungen</b></p> <p>Diese Allgemeinen Einkaufsbedingungen wurden zuvor mit dem Lieferanten ausgetauscht und ausgehandelt, und der Lieferant hat diese Allgemeinen Einkaufsbedingungen akzeptiert. Unabhängig von den Verkaufsbedingungen des Lieferanten gelten daher diese Bedingungen hiermit.</p> <p>Der Lieferant ist außerdem verpflichtet, die Anforderungen des "SP-Produktionssystems" und des "SP-Qualitätssystems" einzuhalten, die dem Lieferanten mitgeteilt wurden, sowie alle anderen Qualitätskontrollverfahren, die von SP eingeführt werden können und die in der/den von den Parteien vereinbarten SP-Anforderungsdatei(en) aufgeführt sind oder auf der Website von SP erscheinen.</p> <p><b>2.3. Verpflichtungen des Lieferanten</b></p> <p><b>2.3.1.</b> Der Lieferant ist ein Fachmann auf seinem Gebiet und kennt die Anforderungen und Bedürfnisse von SP und der internationalen Automobilindustrie, auch in Bezug auf Qualität, Kosten und Fristen. Der Lieferant liefert die Waren/Dienstleistungen in Übereinstimmung mit den Dokumenten, Spezifikationen, den Industriestandards sowie den geltenden Gesetzen, Vorschriften und Normen in Bezug auf Gesundheit, Sicherheit, Umweltschutz und Arbeitsrecht am Herstellungsort der Waren/Dienstleistungen. Verwendet der Lieferant Teilkomponenten, die in anderen Ländern hergestellt wurden, muss er sicherstellen, dass seine Unterlieferanten die in diesem Land geltenden Gesetze, Vorschriften und Normen einhalten. Der Lieferant muss außerdem sicherstellen, dass seine Waren/Dienstleistungen den Gesetzen, Vorschriften und Normen entsprechen, die in den Ländern (in Bezug auf die Waren) gelten, in denen die Fahrzeuge, in denen die Waren eingebaut werden sollen, verwendet oder verkauft werden.</p> <p>Der Lieferant stellt SP von allen Ansprüchen und Schäden frei, die sich aus einem Verstoß gegen diese Bestimmungen ergeben, und trägt die sich daraus ergebenden Folgen, wie auch immer diese aussehen mögen.</p> <p><b>2.3.2.</b> Der Lieferant hat die Waren/Dienstleistungen auch in Übereinstimmung mit allen anderen Dokumenten zu liefern oder zu erbringen, die zusätzlich zu diesen Allgemeinen Einkaufsbedingungen gelten, insbesondere den Zeichnungen, Spezifikationen, Anforderungslisten usw. (die "Dokumente"), die die Beziehungen zwischen SP und dem Lieferanten im Zusammenhang mit den Waren/Dienstleistungen regeln.</p> <p><b>2.3.3.</b> Auf ausdrücklichen Wunsch von SP wird der Lieferant die Waren/Dienstleistungen oder deren Lieferung oder</p>	<p><b>1. Kapsam</b></p> <p>Standard Profil ("SP")'nın Satın Alma Departmanı ("Satın Alma Departmanı") ile başka bir anlaşmaya varılmışlığı sürece,ibu Genel Satın Alma Koşulları, her türlü ürün (mal, alet, makine, ekipman, parça, yan sanayi ekipmanı, hammaddesi, diğer malzeme) ve her türlü hizmet ("Ürünler/Hizmetler") satın alımları da dahil olmak üzere SP'nin üçüncü kişilerden ("Tedarikçi") gerçekleştirileceği tüm satın alma işlemleri için geçerli olacaktır.</p> <p>Taraflar, işbu koşulları, Taraflar arasındaki iş ilişkisinin genel şartlarını düzenlemek için bir çerçeve anlaşma olarak akıdtetmişlerdir.</p> <p>İsbu koşullar, Taraflar arasında imzalanan ve/veya imzalanacak olan sözleşmeler ve diğer belgelerin (satın alma emri, sipariş ve/veya Taraflara sorumluluk yükleyen diğer belgeler) bir eki niteliğinde olup bu husus Taraflarca kabul edilmektedir.</p> <p><b>2. Siparişler</b></p> <p><b>2.1. Satın Alma Emri</b></p> <p>Ürünler/Hizmetler daima belirsiz bir süre ("Açık Sipariş") ya da belirli bir süre için geçerli ("Kapalı Sipariş") bir satın alma emrinin ("Sipariş") konusu olmalıdır. Siparişler, Hammadde satın alımları için "Tedarikçi Portali" üzerinden EDI (vSRM) yoluyla, üretimi dışı ve CapEx satın alımları için EDI, SAP, e-posta, faks veya başka herhangi bir elektronik araçla gönderelecektir.</p> <p><b>2.2. Genel Satın Alma Koşullarının Kabulü</b></p> <p>İsbu Genel Satın Alma Koşulları, Tedarikçi'ye önceden iletilmiş, üzerinde müzakere edilmiş ve Tedarikçi bunları kabul etmiştir. Bu nedenle Tedarikçinin satış koşullarına bakılmaksızın, buradaki koşullar geçerli olacaktır.</p> <p>Tedarikçi, SP'nin uygulayabileceği ve Tarafların üzerinde mutabık kaldığı SP Şartlar Dosyasında (Dosyalarında) sıralanan veya SP'nin internet sitesinde belirtilen diğer her türlü kalite kontrol prosedürüne yanıt kendişine iletilen "SP Üretim Sistemi" ve "SP Kalite Sistemi"nin şartlarını da uygacaktır.</p> <p><b>2.3. Tedarikçinin Yükümlülükleri</b></p> <p><b>2.3.1.</b> Alanında bir profesyonel olan Tedarikçi, kalite, maliyet ve teslim süreleri gibi konular dahil olmak üzere SP'nin ve uluslararası otomotiv sektörünün talep ve şartlarının tamamen bilincindedir. Tedarikçi, Ürünleri/Hizmetleri, bunların üretildiği ülkenin sağlık, emniyet, çevre koruma ve iş konularında yürürlükte bulunan kanun, yönetmelik ve standartların yanı sıra, Belgelere, Sartnameleme ve sektörün standartlarına uygun bir şekilde teslim edecektir. Tedarikçinin başka ülkelerde üretilen herhangi bir alt bileşen kullanması durumunda, Tedarikçi, alt tedarikçilerinin ilgili ülkede geçerli olan kanun, yönetmelik ve normlara uymasını sağlayacaktır. Tedarikçi, aynı zamanda, Ürünlerin/Hizmetlerin, (Ürünler bakımından) bunların monte edileceği, kullanıldığı veya satıldığı araçları üreten ülkelerde geçerli olan kanun, yönetmelik ve normlara uygun olmasını sağlayacaktır.</p> <p>Tedarikçi, SP'nin, bu hükümlerin ihlalinden kaynaklanan her türlü talep ve zararı karşılayacaktır, SP'yi bu talep ve zararlarından beri kılacak ve bunlara karşı savunacak, ayrıca bunların getireceği her türlü sonuca katlanacaktır.</p> <p><b>2.3.2.</b> Tedarikçi, Ürünleri/Hizmetleri,ibu Genel Satın Alma Koşullarının yanı sıra, SP ile Tedarikçinin Ürünleri/Hizmetler ile ilgili olarak aralarında bulunan ilişkileri düzenleyen diğer tüm belgelere, özellikle çizimlere, şartnameye, şart listesine, vs. ("Belgeler") uygun bir şekilde teslim veya ifa edecektir.</p> <p><b>2.3.3.</b> SP'den özel bir talep gelmesi halinde, Tedarikçi, Ürünlerde/Hizmetlerde veya bunların teslimatında veya ifasında değişiklik yapacaktır. Taraflar, bu değişikliklerin her türlü sonucunu, örneğin zaman veya maliyetle ilgili sonuçları tartışacak ve bunlar üzerinde mutabakata varacaktır. SP bu sonuçlarla ilgili olarak son kararını verme</p>

<p>cost. SP shall have the final say on such consequences.</p> <p>Supplier shall provide any and all information about the Goods/Services or the Order and, in terms of the Goods, shall confirm the country of origin of the Goods as well as the composition of what is used in them.</p> <p><b>2.3.4.</b> The Supplier shall not modify the Goods/Services in any way, in particular by changing any component(s), material(s) or processes used in its manufacture or by changing the place of manufacture without SP's prior written approval.</p> <p><b>2.3.5.</b> In case the Goods purchased by SP relate to original equipment or original equipment spare parts, the Supplier shall deliver the Goods/Services for the Original Equipment Spares ("OES") and independent aftermarket requirements of SP for a period of fifteen years after the end of the mass production for the Original Equipment Manufacturer ("OEM") production.</p> <p><b>2.3.6.</b> In order to attain the level of competitiveness of the Goods and of SP's products in which said Goods are mounted, the Supplier shall implement measures in order to continuously increase its level of productivity. The minimum level of annual productivities for the Goods within the scope of this provision shall be established by mutual agreement.</p> <p><b>2.3.7.</b> The Supplier shall strictly comply with the delivery and performance deadlines provided for in each Closed Order or per the delivery schedule sent by means of "Supplier Portal" via EDI (vSRM) for Raw Material orders and EDI, SAP, e-mail, fax or any other electronic means for Non-production and CapEx purchasing for any Open Order.</p> <p>No early delivery or performance shall be accepted without the prior written agreement of SP and expenses which arise therefrom shall be borne by the Supplier.</p> <p>The Supplier shall indemnify and compensate SP for all damages resulting from Supplier's failure to respect any delivery and performance deadline, including damages for line stoppages at SP's facilities or at those of its customer(s).</p> <p>If Supplier is unable to supply or perform the Goods/Services, SP may also request that a third-party supplier supply or perform the Goods/Services so as to avoid any line stoppages or any difficulties for its Customers. Any extra cost which results from having such a third-party supply or perform the Goods/Services shall be borne by the Supplier.</p>	<p>Leistung ändern. Die Parteien erörtern und vereinbaren die Folgen einer solchen Änderung, z. B. in Bezug auf den Zeitplan oder die Kosten. SP hat das letzte Wort über diese Folgen.</p> <p>Der Lieferant stellt alle Informationen über die Waren/Dienstleistungen oder die Bestellung zur Verfügung und bestätigt in Bezug auf die Waren das Herkunftsland der Waren sowie die Zusammensetzung der in ihnen verwendeten Materialien.</p> <p><b>2.3.4.</b> Der Lieferant darf die Waren/Dienstleistungen in keiner Weise verändern, insbesondere nicht durch Änderung der bei der Herstellung verwendeten Komponenten, Materialien oder Verfahren oder durch Änderung des Herstellungsortes ohne die vorherige schriftliche Zustimmung von SP.</p> <p><b>2.3.5.</b> Handelt es sich bei den von SP gekauften Waren um Erstausrüstungs- oder Erstausrüstungseratzteile, so hat der Lieferant die Waren/Dienstleistungen für die Erstausrüstungseratzteile ("OES") und den unabhängigen Ersatzteilbedarf von SP für einen Zeitraum von fünfzehn Jahren nach dem Ende der Serienproduktion für die Erstausrüstungsproduktion ("OEM") zu liefern.</p> <p><b>2.3.6.</b> Um die Wettbewerbsfähigkeit der Waren und der Produkte von SP, in die diese Waren eingebaut werden, zu erreichen, muss der Lieferant Maßnahmen ergreifen, um seine Produktivität kontinuierlich zu steigern. Das Mindestniveau der Jahresproduktivität für die Waren im Rahmen dieser Bestimmung wird einvernehmlich festgelegt.</p> <p><b>2.3.7.</b> Der Lieferant ist verpflichtet, die in jeder abgeschlossenen Bestellung vorgesehenen Liefer- und Leistungsfristen bzw. via "Lieferantenportal" EDI (vSRM) bestellten Rohstoffen und EDI, SAP, E-Mail, Fax oder andere elektronische Mittel bestellten Nicht-Produktionsgütern und Investitionsgütern, für jede offene Bestellung strikt einzuhalten.</p> <p>Eine vorzeitige Lieferung oder Leistung wird ohne vorherige schriftliche Zustimmung von SP nicht akzeptiert, und die sich daraus ergebenden Kosten gehen zu Lasten des Lieferanten.</p> <p>Der Lieferant ist verpflichtet, SP für alle Schäden zu entschädigen, die sich aus dem Verzug wegen Nichteinhaltung von Liefer- und Leistungsfristen durch den Lieferanten ergeben, einschließlich Schäden aufgrund von Betriebsstörungen bei SP oder seinen Kunden.</p> <p>Ist der Lieferant nicht in der Lage, die Waren/Dienstleistungen zu liefern oder zu erbringen, kann SP auch einen Drittlieferanten mit der Lieferung oder Erbringung der Waren/Dienstleistungen beauftragen, um Leistungsunterbrechungen oder Schwierigkeiten für seine Kunden zu vermeiden. Alle zusätzlichen Kosten, die dadurch entstehen, dass ein Dritter die Waren/Dienstleistungen liefert oder erbringt, gehen zu Lasten des Lieferanten.</p>	<p>hakkına sahip olacaktır.</p> <p>Tedarici Ürünler/Hizmetler veya Siparişle ilgili her türlü bilgiyi verecek ve Ürünler bakımından, bunların mense ülkesini ve bunlarda kullanılan malzemelerin bileşimini doğrulayacaktır.</p> <p><b>2.3.4.</b> Tedarici, Ürünleri/Hizmetleri, SP'den önceden yazılı izin almaksızın, özellikle üretiminde kullanılan herhangi bir bileşen (bileşenleri), malzemeyi (malzemeleri) veya süreçleri değiştirecek veya üretim yerini değiştiren herhangi bir şekilde modifiye etmeyecektir.</p> <p><b>2.3.5.</b> SP tarafından satın alınan Ürünlerin orijinal ekipman veya orijinal ekipman yedek parçalarına ilişkin olması durumunda Tedarici, Orijinal Ekipman Üretimi ("OEM") kapsamındaki seri üretimin bitiminden itibaren on beş yıl süreyle Orijinal Ekipman Yedek Parçaları ("OES") için olan Ürünleri/Hizmetleri ve SP'nin bağımsız satış sonrası ihiyaçlarını teslim ve ifa edecektir.</p> <p><b>2.3.6.</b> Ürünlerin ve bunların monte edildiği SP'nin sahip olduğu ürünlerin rekabet düzeyini yakalamak amacıyla, Tedarici, üretkenlik düzeyini sürekli artırmaya amaçlı önlemler uygulayacaktır. Bu madde kapsamında Ürünler ile ilişkin asgari yıllık üretkenlik düzeyi karşılıklı mutabakata varılarak belirlenecektir.</p> <p><b>2.3.7.</b> Tedarici her bir Kapalı Siparişte belirtilen son teslim ve ifa tarihlerine veya herhangi bir Açık Sipariş için Hammaddé satın alımları bakımında "Tedarici Portal" üzerinden EDI (vSRM) yoluyla ve üretim dışı ve CapEx satın alımları bakımından EDI, SAP, e-posta, faks veya başka herhangi bir elektronik araç yoluyla gönderilen teslimat programına harfiyen uyacaktr.</p> <p>SP'nin önceden yazılı onayı alınmaksızın erken teslimat veya ifa kabul edilmeyecek ve bundan kaynaklanan masraflar Tedarici tarafından karşılanacaktır.</p> <p>Tedarici, herhangi bir son teslimat ve ifa tarihine uymaması sebebiyle SP'nin tesislerindeki veya onun bir müsterisinin (müsterilerinin) tesislerindeki hat kesintisinden / üretim bandının kesintisi ugramasından kaynaklanan zararlar dahil olmak üzere, SP'nin bu gecikme nedeniyle uğrayacağı her türlü zararı tazmin ve tefali edecektir.</p> <p>Tedaricinin, Ürünleri/Hizmetleri tedarik veya ifa edememesi durumunda, SP, her türlü hat kesintisi veya Müsterilerinin yaşayabilecegi her türlü zorluğu önlemek amacıyla bir üçüncü şahıs tedaricinin Ürünleri/Hizmetleri temin veya tedarik veya ifa etmesini isteyebilir. Ürünleri/Hizmetlerin bu üçüncü şahsa tedarik veya ifa ettirilmesinden kaynaklanan tüm ek masraflar Tedarici tarafından karşılanacaktır.</p> <p><b>3. Fikri ve Sınai Mülkivet Hakları</b></p> <p>Tedarici, Ürünlere/Hizmetlere ilişkin fikri ve sınai mülkivet haklarının geçerliliğinden şahsen sorumlu olacaktır. Tedarici; aynı zamanda SP'nin ve onun müsterilerinin Ürünler/Hizmetler üzerindeki üçüncü şahıslara ait olan her türlü fikri ve sınai mülkivet haklarına, bunların patent, ticari marka, endüstriyel tasarım, telif hakkı veya başka bir fikri ve sınai mülkivet hakkı olmasına bakılmaksızın faydalananma serbest olduğunu da garanti etmektedir. Tedarici, SP'yi ve onun müsterilerini Fikri ve Sınai Mülkivet Hakları ve Ürünlere/Hizmetlere ilişkin olarak bir üçüncü şahsin ihlal, haksız rekabet veya başka bir nedenle ileri sürüdüğü her türlü şikayet, talep, dava veya icra takibinden beri kilacak ve onların bu konudaki zararları tazmin edecektir.</p> <p>Bir üçüncü şahsin veya herhangi bir yetkili makamın Ürünler/Hizmetlerin kullanımının, pazarlanmasıının, satışının veya ifasının durdurulmasının, sınırlamasının, bunlara el konmasının veya bunların modifiye edilmesini talep etmesi durumunda, Tedarici, talep edilen her türlü tazminatı ödemek ve SP'nin kurumsal itibarına gelebilecek her türlü olumsuz etki de dahil olmak üzere, bu işlemlerin yol açtığı sonuçlardan münferiden sorumlu olacaktır.</p> <p>SP'nin taahhütlerini yerine getirmediği için müsterisine (müsterilerine) ödemek sorununda kalancağı her türlü tazminat ve Ürünler/Hizmetler ve/veya araçlar içi ihtiyaç duyulan her türlü modifikasyondan kaynaklanan ek maliyetler dahil olmak üzere, Tedarici, SP'yi Ürünlere/Hizmetlere ilişkin olarak müsterileri karşılıksızda bağlayan her türlü sözleşmenin kısmen veya tamamen yerine getirilmemesi sonucunda SP'nin katıldığı tüm zararları tazmin edecektir.</p>
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<p><b>4. Prices, Invoicing, and Payment Terms</b></p> <p><b>4.1. Prices</b></p> <p>Applicable prices shall be those shown on the Order. They shall be firm and in terms of the Goods, shall be understood as "Delivery Duty Paid", or "DDP", (as defined in ICC Incoterms 2020).</p> <p>Prices are non-modifiable without the prior express written agreement of the Parties.</p> <p>Neither Party may stop performing an Order during yearly price negotiations. The prices shown on the Order shall be in force until the Parties mutually agree to revise the prices.</p> <p>In the event that the Parties cannot reach an agreement on the applicable prices, the Supplier shall continue to supply with the applicable prices until SP finds a new supplier without interrupting its commercial activities.</p> <p><b>4.2. Invoicing and Payment Terms</b></p> <p>All of the details shown in an Order that allow the Goods/Services reference numbers to be identified and verified shall be shown clearly on the corresponding invoice. The invoice must be sent to the SP address shown on the face of the Order.</p> <p>Unless stipulated otherwise, the Goods/Services shall be payable by bank-to-bank transfer on the first SP payment day after <b>ninety (90) days</b> from the receive date of the invoice. Only one payment in a month.</p> <p>SP may offset the receivables arising from any relationship with the Supplier from its debt to the Supplier arising from any relationship.</p> <p><b>5. Packaging and Shipping Documents</b></p> <p>The Supplier shall deliver the Goods in packaging which is adapted to the type of Goods concerned, the manner in which the Goods are to be shipped and stored so that the Goods are delivered in perfect condition.</p> <p>Each packaged unit must legibly show on the outside the notices required under the applicable shipping regulations, as well as any instructions for special conditions required for storage. The packaged unit notices shall include the Order number, the batch number, the exact name and reference number of the Goods, the exact names and addresses of the dispatching party and the receiving party, the quantity delivered, and the gross and net weights of the Goods. Two (2) exact copies of the delivery slip shall accompany the packaged unit and must enable the verification of the Goods and their quantity and, if applicable, any material safety data sheets. Supplier shall provide the necessary Certificate of Origin.</p> <p>The Supplier shall be financially responsible for any damage (breakage, missing items, partial damage, etc.) to the Goods as a result of inappropriate or inadequate packaging of the Goods.</p> <p><b>6. Delivery</b></p> <p>6.1. The Goods shall be delivered to the place of delivery shown on the Order and the Services shall be performed in the place of performance shown on the Order.</p> <p>6.2. In terms of the Goods, SP may specify the mode of transportation, the type and number of packaged units and their delivery notices and any other documents to be provided with each shipment.</p> <p>SP reserves the right to refuse the Goods/Services by EDI, EDI (vSRM), SAP, e-mail, letter, fax, or any other electronic means in the event the delivery / performance deadline is not respected, or the delivery / performance is incomplete or contains more Goods than ordered or does not comply with the Order and/or the Documents.</p> <p>6.3. Any Goods that are refused shall be returned to the Supplier at its own expense and risks within a reasonable time from the date of delivery.</p>	<p>Kunden aufgrund der Nichterfüllung seiner Verpflichtungen zu leisten hat, sowie der zusätzlichen Kosten, die durch die für die Waren/Dienstleistungen und/oder die betreffenden Werkzeuge erforderlichen Änderungen entstehen.</p> <p><b>4. Preise, Rechnungsstellung und Zahlungsbedingungen</b></p> <p><b>4.1. Preise</b></p> <p>Es gelten die in der Bestellung angegebenen Preise. Sie sind verbindlich und verstehen sich in Bezug auf die Waren "Lieferverzollung bezahlt" oder "DDP" (wie in ICC Incoterms 2020 definiert).</p> <p>Die Preise sind ohne vorherige ausdrückliche schriftliche Vereinbarung der Parteien nicht änderbar.</p> <p>Keine der Parteien darf die Ausführung eines Auftrags während der jährlichen Preisverhandlungen einstellen. Die in der Bestellung angegebenen Preise gelten so lange, bis die Parteien einvernehmlich eine Änderung der Preise beschließen.</p> <p>Können die Parteien keine Einigung über die geltenden Preise erzielen, liefert der Lieferant so lange zu den geltenden Preisen, bis SP einen neuen Lieferanten gefunden hat, ohne ihre Geschäftstätigkeit zu unterbrechen.</p> <p><b>4.2. Rechnungsstellung und Zahlungsbedingungen</b></p> <p>Alle Angaben in einer Bestellung, die es ermöglichen, die Referenznummern der Waren/Dienstleistungen zu identifizieren und zu überprüfen, müssen auf der entsprechenden Rechnung deutlich angegeben werden. Die Rechnung muss an die auf der Vorderseite der Bestellung angegebene SP-Adresse gesendet werden.</p> <p>Sofern nicht anders vereinbart, sind die Waren/Dienstleistungen per Banküberweisung am ersten SP-Zahlungstag nach <b>(90) Tagen</b> ab dem Eingangsdatum der Rechnung zu zahlen. Nur eine Zahlung pro Monat.</p> <p>SP kann Beträge, die sich aus einer Beziehung mit dem Lieferanten ergeben, mit seinen Verbindlichkeiten gegenüber dem Lieferanten verrechnen, die sich aus einer Beziehung ergeben.</p> <p><b>5. Verpackung und Versandpapiere</b></p> <p>Der Lieferant hat die Ware in einer Verpackung zu liefern, die der Art der Ware, der Art des Versands und der Lagerung angepasst ist, damit die Ware in einwandfreiem Zustand geliefert wird.</p> <p>Jede verpackte Einheit muss auf der Außenseite gut lesbar die nach den geltenden Versandvorschriften erforderlichen Hinweise sowie die für die Lagerung erforderlichen Anweisungen für besondere Bedingungen aufweisen. Die Packstücke müssen folgende Angaben enthalten: die Auftragsnummer, die Chargennummer, die genaue Bezeichnung und Referenznummer der Güter, die genauen Namen und Anschriften des Absenders und des Empfängers, die gelieferte Menge sowie das Brutto- und Nettogewicht der Güter. Zwei (2) exakte Kopien des Lieferscheins sind der verpackten Einheit beizufügen und müssen die Überprüfung der Waren und ihrer Menge sowie, falls zutreffend, der Sicherheitsdatenblätter ermöglichen. Der Lieferant muss das erforderliche Ursprungszeugnis vorlegen.</p> <p>Der Lieferant haftet finanziell für alle Schäden (Bruch, fehlende Teile, Teilschäden usw.) an den Waren, die auf eine unsachgemäße oder unzureichende Verpackung der Waren zurückzuführen sind.</p> <p><b>6. Lieferung</b></p> <p>6.1. Die Waren sind an den in der Bestellung angegebenen Lieferort zu liefern und die Dienstleistungen sind an dem in der Bestellung angegebenen Erfüllungsort zu erbringen.</p> <p>6.2. In Bezug auf die Waren kann SP die Transportart, die Art und Anzahl der verpackten Einheiten sowie die Lieferscheine und alle anderen Dokumente, die jeder Sendung beizufügen sind, festlegen.</p> <p>SP behält sich das Recht vor, die Waren/Dienstleistungen per EDI, EDI (vSRM), SAP, E-Mail, Brief, Fax oder auf anderem elektronischen Wege abzulehnen, wenn die Liefer-/Leistungsfrist nicht eingehalten wird oder die</p>	<p><b>4. Fiyatlar, Faturalandırma ve Ödeme Koşulları</b></p> <p><b>4.1. Fiyatlar</b></p> <p>Geçerli fiyatlar, <b>Siparişte</b> belirtilen fiyatlar olacaktır. Bu fiyatlar kesin olacaktır ve Ürünler bakımından "Gümrük Vergisi Ödenmiş Olarak Teslim" veya "DDP" (ICC Incoterms 2020'da tanımlanmış şekilde) olarak anlaşılacaktır. Taraflar önceden açıkça yazılı olarak anlaşılmıştır.</p> <p>Tarafların önceden açıkça yazılı olarak anlaşılmıştır.</p> <p>Tarafların hiçbir yillik fiyat görüşmeleri devam ederken bir Siparişin yerine getirilmesini durduramaz. Taraflarla fiyatların değiştirilmesine ilişkin yazılı mutabakat sağlanana kadar Siparişte belirtilen fiyatlar geçerli olmaya devam edecektir.</p> <p>Tarafların hicbirisi yıllık fiyat görüşmeleri devam ederken bir Siparişin yerine getirilmesini durduramaz. Taraflarla fiyatların değiştirilmesine ilişkin yazılı mutabakat sağlanana kadar Siparişte belirtilen fiyatlar geçerli olmaya devam edecektir.</p> <p>Tarafların hicbirisi yıllık fiyat görüşmeleri devam ederken bir Siparişin yerine getirilmesini durduramaz. Taraflarla fiyatların değiştirilmesine ilişkin yazılı mutabakat sağlanana kadar Siparişte belirtilen fiyatlar geçerli olmaya devam edecektir.</p> <p><b>4.2. Faturalandırma ve Ödeme Koşulları</b></p> <p>Bir Siparişte yer verilen ve Ürünlerin/Hizmetlerin referans numaralarının belirlenmesini ve doğrulanmasını sağlayan tüm ayrıntılar ilgili faturada açıkça gösterilmelidir. Fatura, Siparişin ön yüzündeki SP adresine gönderilmelidir.</p> <p>Başa bir şart öne sürülmemiş sürece, Ürünler/Hizmetler için faturanın tarihini takip eden <b>(90) gün</b> sonraki ilk SP ödeme gününde SP tarafından Tedarikçiye bankadan bankaya havale yoluyla ödeme yapılacaktır. Ayda sadece bir kez ödeme yapılır.</p> <p>SP, Tedarikçi ile herhangi bir ilişkiden doğan alacaklarını, Tedarikçiye olan herhangi bir ilişkiden doğan borcundan mahsup edebilir.</p> <p><b>5. Ambalajlama ve Sevkıyat Belgeleri</b></p> <p>Tedarikçi, Ürünlerin kusursuz koşullarda teslim edilmesini sağlamak için, bunları, ilgili Ürüntün türüne uygun hale getirilmiş ambalaj içinde, sevk edilmesi ve depolanması için montazam biçimde teslim edecektir.</p> <p>Ambalajlanan her birimin üzerinde yürekltikteki sevkıyat yönetmeliğleri kapsamında gerekli notlar ve depolama için gerekli özel koşullara ilişkin her türlü talimat okunaklı olarak bulunmalıdır. Ambalajlanan birimin üzerindeki notlar şu bilgilere içerecektir: Sipariş numarası, seri numarası, Ürünlerin tam adı ve referans numarası, gönderen ve teslim alan tarafların tam adı ve adresi, teslim edilen miktar, ve Ürünlerin brüt ve net ağırlıkları. Ambalajlanan birimin yanında teslim belgesinin aslinin yanı iki (2) kopyası verilmeli ve bu kopyalar Ürünlerin ve bunların miktarının ve ilgili ise her türlü malzeme güvenlik bilgi formunun doğrulanmasını sağlamalıdır. Tedarikçi gereklen Menşe Belgesini de sunacaktır.</p> <p>Ürünlerin uygunsuz veya yetersiz ambalajlanması halinde, Ürünlerde meydana gelen her türlü zarara (kırılma, eksik parça, kırış hasar, vs.) ilişkin mali sorumluluk Tedarikçi'ye ait olacaktır.</p> <p><b>6. Teslimat</b></p> <p>6.1. Ürünler Siparişte belirtilen teslimat yerine teslim edilecek ve Hizmetler Siparişte belirtilen ifa yerinde ifa edilecektir.</p> <p>6.2. Ürünler bakımından SP taşıma yöntemini, ambalajlanan birim türü ve sayısını ve bunların teslim belgelerini ve her sevkıyatla birlikte verilecek diğer tüm belgeleri belirleyebilir.</p> <p>SP, son teslim / ifa tarihine uyulmaması veya teslimatın / ifanın eksik olması veya sipariş verilenden daha fazla Ürün içermesi veya Sipariş ve/veya Belgelere uygun olmaması durumunda Ürünleri/Hizmetleri EDI, EDI (vSRM), SAP, e-posta, mektup, faks veya başka herhangi bir elektronik araçla reddetme hakkını saklı tutar.</p> <p>6.3. Reddedilen her Ürün, masrafları ve riskleri Tedarikçi'ye ait olmak üzere teslim tarihinden itibaren makul süre içinde Tedarikçiye iade edilecektir.</p>
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<p>6.4. The Supplier shall indemnify and compensate SP for any costs or damages resulting from Supplier's failure to perform its obligation to deliver/perform Goods/Services that conform exactly to the Order (such costs can include but are not limited to costs of rejects, storage, sorting, interim worker costs, rework costs, breakage of tools, breakdowns, and/or line stoppages at SP or the facilities of its Customer, service campaigns, penalties, ordering Goods/Services or tools from a third party, etc.).</p> <p>If deliveries/performances are late, SP shall have the option of canceling the Order in accordance with Article 13.2.</p>	<p>Lieferung/Leistung unvollständig ist oder mehr Waren als bestellt enthält oder nicht der Bestellung und/oder den Dokumenten entsprochen wird.</p> <p>6.3. Verweigerte Waren sind innerhalb einer angemessenen Frist nach dem Lieferdatum auf eigene Kosten und Gefahr an den Lieferanten zurückzusenden.</p>	<p>6.4. Tedarikçi, Siparişe tamamen uygun olarak Ürünleri/Hizmetleri teslim / ifa etme yükümlülüğünü yerine getirmese, SP'nin bundan kaynaklanan her türlü masraf ve zararını tazmin ve telafi edecektir. (Sayılanlarla sınırlı olmaksızın bu masraflar şunları içerebilir; reddedilen Ürünler/Hizmetlere ilişkin masraflar, depolama, sınıflandırma, geçici işçi masrafları, yeniden çalışma masrafları, aletlerin kırılması, bozulmalar ve/veya SP'deki veya onun müşterilerinin tesislerindeki hat kesintileri, hizmet kampanyaları, cezalar, bir üçüncü şahistan Ürünleri/Hizmetleri sipariş etme, vs.).</p>
<p><b>7. Warranties</b></p> <p>7.1. The Supplier, an expert in its field, assumes full responsibility and liability for the supply of Goods/Services which respond to the requirements of the Order and the Documentation. The supplier has an absolute and determinate result vis à vis the Goods/Services. Supplier is fully responsible for their design, the manufacturing processes used to produce them, the technical choices implemented for their production, the methods for their performance and their fitness for the particular purpose for which they are intended. The Supplier warrants that it is perfectly aware of this obligation, and it shall not be diminished even if SP has provided information and assistance during the development stage of the Goods/Services.</p>	<p>Bei verspäteten Lieferungen/Leistungen hat SP die Möglichkeit, den Auftrag gemäß Artikel 13.2 zu stornieren.</p>	<p>SP, teslimatın / ifanın zamanında yapılmaması durumunda Siparişi Madde 13.2'ye göre iptal etme hakkına sahip olacaktır.</p>
<p>The Supplier warrants the Goods/Services against any non-conformity to the Order and/or the Documents from the time of delivery/performance, whether the defect is the result of an error in design, materials, or manufacturing or performance methods, as more generally, against any hidden or obvious defects.</p>	<p>7.1. Der Lieferant, ein Experte auf seinem Gebiet, übernimmt die volle Verantwortung und Haftung für die Lieferung von Waren/Dienstleistungen, die den Anforderungen der Bestellung und der Dokumentation entsprechen. Der Lieferant hat ein absolutes und bestimmtes Ergebnis in Bezug auf die Waren/Dienstleistungen. Der Lieferant trägt die volle Verantwortung für deren Design, die zu ihrer Herstellung angewandten Verfahren, die für ihre Produktion getroffenen technischen Entscheidungen, die Methoden für ihre Leistung und ihre Eignung für den besonderen Zweck, für den sie bestimmt sind. Der Lieferant sichert zu, dass er sich dieser Verpflichtung vollkommen bewusst ist, und sie wird auch dann nicht gemindert, auch wenn SP während der Entwicklungsphase der Waren/Dienstleistungen Informationen und Unterstützung geleistet hat.</p>	<p>Tedarikçi, Ürünlerin/Hizmetlerin teslim / ifa tarihinden itibaren, Ürünler/Hizmetler konusunda ilgili kurusun tasarımdaki bir hatadan, materyallerden veya üretiminden veya ifa edilme yönteminden kaynaklanmasına bakılmaksızın, Sipariş ve/veya Belgelerde herhangi bir şekilde aykırılığın söz konusu olmayacağı, yani genel olarak bu ürünlerde hiçbir gizli veya açık ayıp bulunmayaacağını taahhüt etmektedir.</p>
<p>7.2. Should SP, its customer(s) or any competent authority decide to recall Goods or a product in which any Goods have been used, the Supplier shall indemnify SP for all damage sustained.</p>	<p>Der Lieferant garantiert, dass die Nicht-Übereinstimmung der Waren/Dienstleistungen ab dem Zeitpunkt der Lieferung/Erfüllung mit der Bestellung und/oder den Dokumenten nicht in Frage kommt, unabhängig davon, ob der Mangel auf einen Fehler in der Konstruktion, im Material oder in den Herstellungs- oder Ausführungsmethoden, sowie auf alle verborgenen oder offensichtlichen Mängel, zurückzuführen ist.</p>	<p>7.2. SP'nin, bir müşterisinin (müşterilerinin) veya herhangi bir yetkili makamın Ürünlerin kullanımış olduğu bir ürünün geri çağrılmasına toplatılmasına karar vermesi durumunda Tedarikçi, katlanılan tüm zararı tazmin ve telafi edecektir.</p>
<p>7.3. The Supplier shall indemnify, hold SP harmless and defend against any loss, personal injury, material, consequential and incidental damages, including any damage to SP's reputation, and shall indemnify SP against any direct and indirect costs arising out of breach of Supplier's obligation to deliver/perform Goods/Services free from defect or any breach by SP of its obligations to its customer(s). This can include but is not limited to, the reimbursement or free replacement of the defective Goods/Services, labor expenses, sorting, interim costs, exceptional shipping, line stoppage at SP or at the facilities of its customer(s), service campaigns, recalls, penalties, cost of ordering Goods/Services from a third party, including tools, etc.). Any provision that might limit or decrease this liability is null and void.</p>	<p>7.2. Sollte SP, sein(e) Kunde(n) oder eine zuständige Behörde beschließen, Waren oder ein Produkt, in dem Waren verwendet wurden, zurückzurufen, hat der Lieferant SP für alle erlittenen Schäden zu entschädigen.</p>	<p>7.3. Der Lieferant hält SP schadlos und verteidigt sie gegen jegliche Verluste, Personen-, Sach-, Folge- und Nebenschäden, einschließlich der Schädigung des Rufes von SP, und stellt SP von allen direkten und indirekten Kosten frei, die sich aus der Verletzung der Verpflichtung des Lieferanten ergeben, Waren/Dienstleistungen frei von Mängeln zu liefern/zu erbringen, oder aus der Verletzung der Verpflichtungen von SP gegenüber seinem Kunden. Dies kann u.a. die Erstattung oder den kostenlosen Ersatz der mangelhaften Waren/Dienstleistungen, Arbeitskosten, Sortierkosten, Zwischenkosten, außergewöhnliche Versandkosten, Stillstand der Produktionslinie bei SP oder bei seinen Kunden, Serviceaktionen, Rückrufe, Vertragsstrafen, Kosten für die Bestellung von Waren/Dienstleistungen bei Dritten, einschließlich Werkzeugen, usw. umfassen. Jede Bestimmung, die diese Haftung einschränken oder verringern könnte, ist null und nichtig.</p>
<p><b>8. Insurance</b></p> <p>The Supplier shall take out an all-risk insurance policy all-risk insurance policy that covers Goods/Services the to be supplied / performed to SP, all kinds of damages that may occur in them for any reason and any failure on delivery of them to SP on the determined time for any reason, with an internationally recognized and reputed insurance company in compliance with SP's conditions and shall provide insurance policy thereof upon any demand from SP.</p>	<p>Der Lieferant schließt bei einer international anerkannten und renommierten Versicherungsgesellschaft eine All-Risk-Versicherung ab, die die an SP zu liefernden/zu erbringenden Waren/Dienstleistungen, alle Arten von Schäden, die an ihnen aus irgendeinem Grund auftreten können, sowie die nicht fristgerechte Lieferung an SP aus irgendeinem Grund abdeckt, und legt diese Versicherungspolice auf Verlangen von SP vor.</p>	<p>Tedarikçi, SP'nin koşullarına uygun olarak uluslararası alanda tanınmış ve itibar sahibi bir sigorta şirketiyle SP'ye tedarik / ifa edilecek Ürünler/Hizmetler, bunlarda herhangi bir sebeple olasabilecek her türlü zararlar ve bunların herhangi bir nedenle zamanında SP'ye teslim edilememesi durumlarını da kapsayacak şekilde bir all risk sigorta polisi akdedecek ve SP'nin herhangi bir talebi halinde sigorta policesini SP'ye ibraz edecektir.</p>
<p><b>9. Non-transferrability - Subcontracting</b></p> <p>9.1. The Supplier may not sell or transfer all or any part of an Order, even free of charge, without SP's prior, express written authorization. The Supplier shall use all molds, tools, gauges and other specific equipment exclusively for</p>	<p>Eine solche Versicherungspolice stellt in keinem Fall eine Beschränkung der Haftung des Lieferanten gegenüber SP oder Dritten dar.</p>	<p>Bu sigorta polisi hiçbir durumda Tedarikçinin SP'ye veya üçüncü sahişlara karşı olan yükümlülüğünü sınırlamayacaktır.</p>
	<p><b>9. Nichtübertragbarkeit - Unterauftragsvergabe</b></p>	<p><b>9. Devredilemezlik - Alt Sözlesme Akdetme</b></p>
	<p>9.1. Der Lieferant darf einen Auftrag ohne vorherige</p>	<p>9.1. Tedarikçi bir Siparişin tamamını veya herhangi bir</p>

<p>SP and not for third parties.</p> <p>9.2. In the event the direct or indirect control of the Supplier is changed or its business is sold or transferred, SP shall have the option of canceling any Orders in progress in accordance with Article 13.2.</p>	<p>ausdrückliche schriftliche Genehmigung von SP weder ganz noch teilweise verkaufen oder übertragen. Der Lieferant ist verpflichtet, alle Formen, Werkzeuge, Lehren und sonstigen spezifischen Einrichtungen ausschließlich für SP und nicht für Dritte zu verwenden.</p>	<p>kısmasını, SP'nin önceden açıkça verilmiş yazılı izni olmaksızın devredemez. Tedarikçi, tüm kalıplar, aletler, ölçü aletleri ve diğer spesifik ekipmanları münhasırın SP için kullanabilecek olup üçüncü kişiler için kullanmayacaktır.</p>
<p>9.3. The Order may not be subcontracted by the Supplier, whether in full or in part, directly or indirectly, without SP's prior, express written authorization.</p>	<p>9.2. Im Falle eines Wechsels der direkten oder indirekten Kontrolle über den Lieferanten oder im Falle eines Verkaufs oder einer Übertragung seines Unternehmens hat SP die Möglichkeit, alle laufenden Bestellungen gemäß Artikel 13.2 zu stornieren.</p>	<p>9.2. Tedarikçinin doğrudan veya dolaylı kontrolünün değiştirilmesi veya işletmesinin satılması veya devredilmesi durumunda, SP'nin işleme almış olan Siparişleri Madde 13.2'ye uygun bir şekilde iptal etme hakkı bulunacaktr.</p>
<p>Should the Supplier be authorized to subcontract all or any part of the Order to a third party, the Supplier shall remain the sole contact and shall be solely and fully liable to SP for the performance of the Order and the application of these General Terms of Purchase, the Order and the Documents. The Supplier shall indemnify and hold SP harmless from any claim from the subcontractors or resulting from such subcontractors.</p>	<p>9.3. Ohne vorherige ausdrückliche schriftliche Genehmigung von SP darf der Lieferant die Bestellung weder ganz noch teilweise, weder direkt noch indirekt an Unterauftragnehmer weitergeben.</p>	<p>9.3. SP'nin önceden açıkça verilmiş yazılı izni olmaksızın, Sipariş, kısmen veya tamamen, doğrudan veya dolaylı olarak Tedarikçi tarafından alt yüklenicilere verelemez.</p>
<p><b>10. Confidentiality</b></p> <p>10.1. All information provided to the Supplier by SP or one of its affiliates or representatives, including, but not limited to, technical, industrial, commercial, or financial information, no matter how said information may have been provided (verbally, in writing, or other), including but not limited to the designs, drawings, descriptions, specifications, reports, microfilms, computer disks, software and documentation related thereto, samples, prototypes, etc. shall be confidential (the "Information").</p>	<p>Sollte der Lieferant ermächtigt werden, die Bestellung ganz oder teilweise an einen Dritten weiterzugeben, bleibt der Lieferant alleiniger Ansprechpartner und haftet SP gegenüber allein und in vollem Umfang für die Ausführung der Bestellung und die Anwendung dieser Allgemeinen Einkaufsbedingungen, der Bestellung und der Dokumente. Der Lieferant stellt SP von allen Ansprüchen frei, die von den Unterauftragnehmern erhoben werden oder sich aus diesen ergeben und wird die Schäden von SP entschädigen.</p>	<p>Tedarikçiye Siparişin tamamını veya herhangi bir kısmını alt yüklenicilere verme yetkisinin verilmesi durumunda, Tedarikçi, irtibat kurulacak tek muhatap konumunda kalacak ve Siparişin yerine getirilmesi ve işbu Genel Satın Alma Koşulları, Sipariş ve Belgelerin uygulanması konusunda SP'ye karşı tek başına ve tamamen sorumlularak. Tedarikçi SP'ye alt yüklenicilerin her türlü talebinde veya alt yüklenicilerden kaynaklanan her türlü talepte beri kılacak ve bu durumlarda SP'nin uğradığı zarar tazmin ve telafi edecektir.</p>
<p>The Information shall also include information of which the Suppliers' employees or agents, suppliers, subcontractors, representatives, and/or permanent or temporary collaborators may become aware during the performance of the Order.</p>	<p><b>10. Vertraulichkeit</b></p> <p>10.1. Alle Informationen, die dem Lieferanten von SP oder einem ihrer verbundenen Unternehmen oder Vertreter zur Verfügung gestellt werden, einschließlich, aber nicht beschränkt auf technische, industrielle, kommerzielle oder finanzielle Informationen, unabhängig davon, wie diese Informationen zur Verfügung gestellt wurden (mündlich, schriftlich oder auf andere Weise), einschließlich, aber nicht beschränkt auf Entwürfe, Zeichnungen, Beschreibungen, Spezifikationen, Berichte, Mikrofilme, Computerdisketten, Software und damit verbundene Dokumentation, Muster, Prototypen usw. sind vertraulich (die "Informationen").</p>	<p><b>10. Gizlilik</b></p> <p>10.1. Bilgilerin nasıl verildiği (sözlü, yazılı veya başka bir şekilde) dikkate alınmaksızın, teknik, endüstriyel, ticari veya finansal bilgiler dahil olarak, ancak bunlara sınırlı olmamak kaydıyla, SP'nin veya onun iştiraklarından veya temsilcilerin birinin Tedarikçiyi verdiği tüm bilgiler ("Bilgiler") gizli bilgi olarak kabul edilecektir. Tasarımlar, çizimler, tarifler, şartname, raporlar, mikrofilm, bilgisayar diskleri, yazılım ve bununla bağlı belgeler, numuneler, prototipler, vs. bu kapsamdadır, ancak bunlara sınırlı değildir.</p>
<p>10.2. The Information may only be used in connection with the Order. The Supplier shall take all measures to ensure that no Information is disclosed or revealed to a third party.</p>	<p>Zu den Informationen gehören auch die Informationen, von denen die Angestellten oder Beauftragten, Lieferanten, Vertreter und/oder ständigen oder vorübergehenden Mitarbeiter des Auftragnehmers während der Ausführung des Auftrags Kenntnis erhalten können.</p>	<p>Bilgiler aynı zamanda Tedarikçinin çalışanlarının veya araclarının, tedarikçilerinin, alt yüklenicilerinin, temsilcilerinin ve/veya kalıcı ya da geçici iş ortaklarının Siparişin yerine getirilmesi sırasında edinebilecekleri bilgileri de kapsayacaktır.</p>
<p>Any breach of this obligation of confidentiality, besides the right to damages, may give right to termination of the Order by SP as per Article 13.2.</p>	<p>10.2. Die Informationen dürfen nur im Zusammenhang mit der Bestellung verwendet werden. Der Lieferant hat alle Maßnahmen zu ergreifen, um sicherzustellen, dass keine Informationen an Dritte weitergegeben oder offenbart werden.</p>	<p>10.2. Bilgiler yalnızca Siparişle bağlantılı olarak kullanılabilir. Tedarikçi, Bilginin bir üçüncü şahsa açıklanmasını veya ifşa edilmemesini sağlamak için gereklen tüm önlemleri alacaktır.</p>
<p>10.3. This obligation of confidentiality shall remain in effect for a term of ten (10) years after termination or the realization of an Order. Once the performance of an Order is finished, the Supplier shall, at first request, return to SP all documents related to the Order, whether confidential or not, without keeping any copy unless SP has granted its prior, express written authorization to do otherwise.</p>	<p>Ein Verstoß gegen diese Geheimhaltungsverpflichtung kann neben dem Recht auf Schadenersatz zur Kündigung der Bestellung durch SP gemäß Artikel 13.2 führen.</p>	<p>10.3. Bu gizlilik yükümlülüğünün herhangi bir şekilde ihlali, tazminat hakkının yanı sıra, SP'nin Siparişi Madde 13.2'ye uygun olarak feshetme hakkı verir.</p>
<p><b>11. Transfer of Ownership/Risks</b></p>	<p>Ein Verstoß gegen diese Geheimhaltungsverpflichtung kann neben dem Recht auf Schadenersatz zur Kündigung der Bestellung durch SP gemäß Artikel 13.2 führen.</p>	<p>10.3. Diese Vertraulichkeitsverpflichtung gilt für einen Zeitraum von zehn (10) Jahren nach Beendigung oder Ausführung eines Auftrags. Nach Beendigung der Ausführung einer Bestellung ist der Lieferant verpflichtet, SP auf erstes Anfordern alle mit der Bestellung zusammenhängenden Unterlagen, ob vertraulich oder nicht, zurückzugeben, ohne eine Kopie davon aufzubewahren, es sei denn, SP hat ihm vorher ausdrücklich schriftlich die Erlaubnis erteilt, anders zu verfahren.</p>
<p>11.1. The ownership of any Goods produced by Supplier shall be transferred to SP, at the latest, when they are completed. The ownership of raw materials and semifinished sub-components used to produce the Goods shall be transferred to SP upon their purchase by Supplier or as soon as they are produced.</p>	<p><b>11. Eigentumsübergang/Risiken</b></p> <p>11.1. Das Eigentum an den vom Lieferanten hergestellten Waren geht spätestens mit deren Fertigstellung auf SP über. Das Eigentum an Rohstoffen und halbfertigen Teilkomponenten, die zur Herstellung der Waren verwendet werden, geht mit deren Erwerb durch den Lieferanten oder unmittelbar nach deren Herstellung auf SP über.</p>	<p>11.1. Tedarikçinin ürettiği her türlü Ürünün mülkiyeti, en geç tamamlanıkları tarihine itibaren on (10) yıl süreyle yürürlükte kalacaktır. Bir Siparişin yerine getirilmesi tamamlandığında, Tedarikçi, Sipariş ile ilgili tüm belgeleri, gizli olup olmamalarına bakılmaksızın, SP'nin aksi yönde önceden açıkça verilmiş yazılı izni olmadığı sürece hiçbir kopyası bulundurulmaksızın ilk talep edildiğinde SP'ye iade edecektir.</p>
<p>Any stipulation by the Supplier which reserves ownership of the Goods or their subcomponents shall be null and void. The Supplier shall use all means to identify the Goods as SP's property and to separate them out so that they are clearly distinguishable.</p>	<p>Jegliche Vereinbarung des Lieferanten, die das Eigentum an den Waren oder ihren Teilkomponenten vorbehält, ist ungültig. Der Lieferant ist verpflichtet, die Waren mit allen Mitteln als Eigentum von SP zu kennzeichnen und sie so zu trennen, dass sie eindeutig zu unterscheiden sind.</p>	<p>11.1. Tedarikçinin ürettiği her türlü Ürünün mülkiyeti, en geç tamamlanıkları tarihine itibaren on (10) yıl süreyle yürürlükte kalacaktır. Bir Siparişin yerine getirilmesi tamamlandığında, Tedarikçi, Sipariş ile ilgili tüm belgeleri, gizli olup olmamalarına bakılmaksızın, SP'nin aksi yönde önceden açıkça verilmiş yazılı izni olmadığı sürece hiçbir kopyası bulundurulmaksızın ilk talep edildiğinde SP'ye iade edecektir.</p>
<p>11.2. During the performance of the Order and prior to delivery, SP reserves the right to audit all manufacturing processes for the Goods and the Goods themselves on the Supplier's premises or at those of its subcontractors, if any. The Supplier shall grant SP free access to its premises at any time and shall ensure that SP has free access to its subcontractors' premises.</p>	<p>11.2. Während der Ausführung der Bestellung und vor der Lieferung behält sich SP das Recht vor, alle Herstellungsprozesse für die Waren und die Waren selbst in den Räumlichkeiten des Lieferanten oder ggf. seiner Unterauftragnehmer zu überprüfen. Der Lieferant gewährt SP jederzeit freien Zugang zu seinen Geschäftsräumen und stellt sicher, dass SP freien Zugang zu den Geschäftsräumen seiner Unterlieferanten hat.</p>	<p>11.2. SP, Siparişin yerine getirilmesi sırasında ve teslimde önce, Tedarikçinin veya varsa onun alt yüklenicilerinin tesislerinde Ürünlerin tüm üretim süreçlerini ve Ürünlerin kendisi denetleme hakkını saklı tutar. Tedarikçi, SP'ye tesislerini istediği zaman serbestçe girme hakkı verecek ve alt yüklenicilerinin tesislerini SP'nin serbestçe girebilmesini sağlayacaktır.</p>
<p>Supplier shall give SP the possibility of testing the Goods without said testing limiting in any way the Supplier's</p>		

<p>liability or warranties.</p> <p>11.3. The risks of loss or damage to the Goods shall be transferred from Supplier to SP as per the applicable ICC Incoterms (2020).</p>	<p>Der Lieferant gibt SP die Möglichkeit, die Waren zu testen, ohne dass dies die Haftung oder Gewährleistung des Lieferanten in irgendeiner Weise einschränkt.</p> <p>11.3. Die Risiken des Verlusts oder der Beschädigung der Waren gehen gemäß den geltenden ICC Incoterms (2020) vom Lieferanten auf SP über.</p>	<p>Tedarikçi, SP'ye, Tedarikçinin yükümlülük ve taahhütlerini hiçbir şekilde sınırlamayacak şekilde Ürünleri test etme imkânı tanıyor.</p> <p>11.3. Ürünlerin hasar veya zarar görmesi riski ilgili ICC Incoterms (2020)'e göre Tedarikçiden SP'ye devredilecektir.</p>
<p><b><u>12. Molds, Tools, and Other Specific Equipment</u></b></p> <p>12.1. All molds, tools, gauges and other specific equipment ("Equipment") provided by SP for the supply and performance of the Goods/Services shall remain SP's exclusive property. The same shall be true for Equipment created at SP's request and on its behalf, as it is created, including the related industrial or intellectual property rights. Any such Equipment to be provided by SP does not represent a substantial part of the materials necessary for the manufacture of the Goods and is in relation to the protection of SP's IP Rights.</p>	<p>12.1. Alle Formen, Werkzeuge, Lehren und sonstigen spezifischen Ausrüstungen ("Ausrüstungen"), die von SP für die Lieferung und Erbringung der Waren/Dienstleistungen zur Verfügung gestellt werden, bleiben das ausschließliche Eigentum von SP. Dies gilt auch für die auf Wunsch und im Auftrag von SP erstellten Ausrüstungen, einschließlich der damit verbundenen industriellen oder geistigen Eigentumsrechte. Solche von SP zu liefernden Ausrüstungen stellen keinen wesentlichen Teil der für die Herstellung der Waren erforderlichen Materialien dar und stehen im Zusammenhang mit dem Schutz der industriellen oder geistigen Eigentumsrechte von SP.</p>	<p>12.1. Ürünlerin/Hizmetlerin tedarik ve ifası için SP'nin sağladığı tüm kalıplar, aletler, ölçü aletleri ve diğer spesifik ekipman ("Ekipman") SP'nin özel mülkiyetinde kalacaktır. Aynı kural SP'nin talebi üzerine geliştirilen ve geliştirildiği şekilde SP adına geliştirilen Ekipman için geçer olacaktır. İlgili fikri ve sınai mülkiyet hakları da bu kapsamdadır. SP'nin sağladığı ve bu kapsamda giren her türlü Ekipman, Ürünlerin üretimi için gereken materyallerin esaslı parçasını oluşturmaktadır ve SP'nin fikri ve sınai mülkiyet haklarının korunmasıyla bağıntılıdır.</p>
<p>In all cases, the Equipment shall be deemed to have been left on deposit (loaned) at the Supplier's premises for the purpose of the Order, even in the absence of any specific loan agreement or deposit slip. The Equipment may only be used for the needs of the Order and may not be loaned, made available to a third party, reproduced, or copied. At the Supplier's expense, the Equipment shall be marked by an easily visible non-removable identity plate that shall state "Property of SP – may not be sold, transferred, or pledged" and it may not be pledged and/or granted as security or lien. If a decision is taken by the legal authorities to seize the Equipment, the Supplier is obliged to declare that the Equipment belongs to SP to the seizure records. The Equipment may be taken back by SP at any time.</p>	<p>In allen Fällen gilt die Ausrüstung als für die Zwecke des Auftrags beim Lieferanten hinterlegt (ausgeliehen), auch wenn kein spezieller Leihvertrag oder Hinterlegungsschein vorliegt. Die Ausrüstung darf nur für den Bedarf des Auftrags verwendet werden und darf nicht verliehen, Dritten zur Verfügung gestellt, vervielfältigt oder kopiert werden. Auf Kosten des Lieferanten ist die Ausrüstung mit einem gut sichtbaren, nicht entfernbares Schild mit der Aufschrift "Eigentum von SP - darf nicht verkauft, übertragen oder verpfändet werden" zu versehen und darf nicht verpfändet und/oder als Sicherheit oder Pfandrecht gewährt werden. Wenn die Justizbehörden beschließen, die Ausrüstung zu beschlagnahmen, ist der Lieferant verpflichtet, in den Beschlagnahmeprotokollen zu vermerken, dass die Ausrüstung SP gehört. Die Ausrüstung kann von SP jederzeit zurückgenommen werden.</p>	<p>Her durumda, spesif bir kredi sözleşmesi veya emanet bordrosu olmamasına rağmen, Ekipmanın, Siparişle ilgili amaçlar doğrultusunda Tedarikçinin tesislerinde emaneten (ödünç) bırakıldığı düşünülecektir. Ekipman yalnızca Siparişle ilgili ihtiyaçları doğrultusunda kullanılabilir olup ödünc verilemez, bir üçüncü şahsin kullanımına sunulamaz, çoğaltılamaz ve kopyalanamaz. Masafları Tedarikçiye ait olmak üzere, Ekipman, üzerinde "SP'nin malıdır. Satılmaz, devredilemez ve rehin verilemez." yazan, kolaya görününen, sökülmeye bir tantıcı levhayla işaretlenecek ve rehin ve/veya teminat verilmeyecek ya da ihtiyacı haciz tesis edilemeyecektir. Ekipman üzerinde yasal merciler tarafından alınacak kararlar ile haciz uygulanmak istediği takdirde Tedarikçi bu ekipmanların SP'ye ait olduğunu haciz zaptına beyan yükümlüdür. Ekipman herhangi bir zamanda SP tarafından geri alınabilir.</p>
<p>12.2. As bailee of the Equipment, the Supplier shall warrant its perfect servicing, well-keeping, verification, and maintenance so as to prevent in particular any deviations in the manufacturing process or breakdown in the production of the Goods or of the Goods themselves, and shall provide a precise and detailed history upon any SP's request. Likewise, the Supplier shall be responsible for replacing the Equipment in the event of loss, theft, destruction, or premature wear and tear.</p>	<p>12.2. Als Verwahrer der Ausrüstung garantiert der Lieferant deren einwandfreie Wartung, Aufbewahrung, Überprüfung und Instandhaltung, um insbesondere Abweichungen im Herstellungsprozess oder Ausfälle bei der Produktion der Waren oder der Waren selbst zu vermeiden, und legt auf Anfrage von SP eine genaue und detaillierte Historie vor. Ebenso ist der Lieferant für den Ersatz der Ausrüstung im Falle von Verlust, Diebstahl, Zerstörung oder vorzeitigem Verschleiß verantwortlich.</p>	<p>12.2. Ekipmanın emanetçisi olarak, Tedarikçi, özellikle Ürünlerin üretim sürecinde yaşanabilecek her türlü sapmayı veya Ürünlerin üretiminde ortaya çıkan arızayı veya Ürünlerin kendisinde görülebilecek arızaları önlemek amacıyla mükemmel hizmet, iyi koşullarda bulundurma, onaylama ve bakımla ilgili görevlerini yerine getirmeyi taahhüt edecek ve SP talebi halinde eksiksiz ve ayrıntılı bir kayıt sunacaktır. Aynı şekilde, Tedarikçi, kayıp, hırsızlık, tahribat veya vaktinden önce ypranma ve hırpalanma durumunda Ekipmanı değiştirmekten sorumlu olacaktır.</p>
<p>The Supplier shall take out all necessary insurance policies covering risks and damage that the Equipment may cause to third parties and shall provide policy of said insurance upon SP's first request.</p>	<p>Upon termination of the Order for any reason whatsoever, the Equipment shall be returned to SP in full ownership at SP's first request.</p>	<p>Tedarikçi, Ekipmanın üçüncü şahısları maruz bırakabileceği riskleri ve zararları kapsayan gerekli tüm sigorta poliçelerini adedeked ve SP ilk talep ettiğinde bu sigortaya dair poliçeyi sunacaktır.</p>
<p><b><u>13. Termination - Cancellation</u></b></p> <p><b><u>13.1. Termination</u></b></p> <p>13.1.1 An Open Order is placed for an unlimited period of time. The only commitments in terms of quantity are those contained in calls for delivery/performance. Any quantities listed in an Open Order are for indicative purposes only.</p>	<p>Bei Beendigung der Bestellung, aus welchem Grund auch immer, ist die Ausrüstung auf erstes Anfordern von SP in vollem Umfang an SP zurückzugeben.</p>	<p>Siparişin hangi nedenle olursa olsun iptal edilmesi durumunda, Ekipman SP'nin ilk talebi doğrultusunda SP'ye iade edilecektir.</p>
<p>SP may terminate an Open or Closed Order by giving three months notice through the most appropriate means.</p> <p>The notice period may be reduced in the event of an emergency.</p>	<p>Die Kündigungsfrist kann im Falle eines Notfalls verkürzt werden.</p>	<p><b><u>13. Kündigung - Stornierung</u></b></p> <p><b><u>13.1. Kündigung</u></b></p> <p>13.1.1 Ein offener Auftrag wird für einen unbegrenzten Zeitraum erteilt. Die einzigen Verpflichtungen in Bezug auf die Menge sind die in den Liefer-/Leistungsabrufen enthaltenen. Alle in einem offenen Auftrag aufgeführten Mengen dienen nur als Richtwerte.</p>
<p>During the notice period, an Order must be performed in accordance with the contractual terms and conditions that are in effect at the time of notice of termination is sent, in particular regarding price. Termination of an Order shall not give rise to any indemnity or compensation being owed to the Supplier for any reason whatsoever.</p>	<p>Während der Kündigungsfrist muss ein Auftrag gemäß den zum Zeitpunkt der Kündigung geltenden Vertragsbedingungen, insbesondere hinsichtlich des Preises, ausgeführt werden. Die Beendigung eines Auftrags führt nicht dazu, dass der Lieferant aus irgendeinem Grund eine Entschädigung oder einen Schadenersatz zu leisten hat.</p>	<p>Bildirim süresi acil durumlarda daha kısa tutulabilir.</p>
<p>In the event an Order is cancelled, for whatever reason, the Supplier hereby authorizes SP to complete or cause to be completed the manufacture of any Goods/Services which are incomplete. Supplier shall provide the drawings, technical documentation and know-how and shall allow SP or its third-party supplier and Customers to use any relevant</p>	<p>Im Falle der Stornierung einer Bestellung, aus welchem Grund auch immer, ermächtigt der Lieferant SP hiermit, die Herstellung aller unvollständigen Waren/Dienstleistungen zu vervollständigen oder vervollständigen zu lassen. Der Lieferant stellt die Zeichnungen, die technische Dokumentation und das</p>	<p>Bildirim süresi boyunca, Siparişler, fesih bildiriminin gönderildiği tarih itibarıyle özellikle fiyatla ilgili olarak yürürlüke olan sözleşme koşullarına uygun bir şekilde yerine getirilecektir. Bir Siparişin fesih, ne sebeple olursa olsun, Tedarikçiye herhangi tazminat ödemesine veya başka bir ödeme yapılmasına yol açmayacaktır.</p>

<p>IP rights in order to do so.</p> <p>13.1.2 A Closed Order is placed for a limited period of time and may not be renewed.</p> <p><b><u>13.2. Cancellation</u></b></p> <p>SP may, at its discretion, terminate an Order by giving clear notice to the Supplier if Supplier fails to remedy any breach within eight days of receiving notice of the breach.</p> <p>Such cancellation does not preclude SP from pursuing any other remedies or damages permissible under law.</p> <p><b><u>13.3 Termination of the Agreement</u></b></p> <p>13.3.1 SP may terminate herein this Agreement unilaterally and without any reason, without obligation of compensation, with one month's written notice. In the event of termination of the Agreement under this article, the Orders placed by SP until the date of termination shall be fulfilled by the Supplier and the obligations of the Supplier to these Orders shall continue unless otherwise specified by the SP.</p> <p>13.3.2 In the event that the Supplier acts contrary to the obligations set forth in this Agreement and Orders, SP may terminate this Agreement immediately, without prejudice to the right to claim damages incurred by SP with written notice. In the event of termination of the Agreement under this article, the Orders placed by SP until the date of termination shall be fulfilled by the Supplier and the obligations of the Supplier to these Orders shall continue unless otherwise specified by the SP.</p> <p><b><u>13.4 Force Majeure</u></b></p> <p>13.4.1 If the performance or observance by one of the Parties hereto of any of its obligations hereunder is prevented or hindered, or any failure on the part of one or more of the Parties to perform or observe its said obligations (acts of God, war, terror, rebellion, pandemic, acts of governmental agencies, confiscation, strikes, lockout, the occurrence of major fault at the production and communication facilities, etc.) cause beyond the reasonable control of such Party, then such failure shall be accepted as force majeure.</p> <p>13.4.2. In order for these situations to be considered as force majeure within the scope of this General Terms, it is required that although the Parties have taken the necessary care and attention and taken the necessary measures, the Parties are affected by the current situation in ways that cannot be prevented or remedied, and the fulfillment of the obligations under this General Terms in terms of quality, time and/or cost must have affected.</p> <p>13.4.3 In cases of force majeure, the duties and obligations of such Party hereunder shall be suspended for the duration of the event preventing performance; provided, however, that if such suspension shall continue for more than 15 (fifteen) days, then the other Party may terminate this General Terms on written notice effective immediately.</p> <p><b><u>14. Miscellaneous</u></b></p> <p>14.1. Any conditions in these General Terms of Purchase regarding the supply of Goods shall apply to the performance of the Services to the extent appropriate, and any terms regarding the performance of the Services will also apply to the supply of the Goods to the extent appropriate.</p> <p>14.2. If any of the provisions herein in this General Terms of Purchase shall be held invalid or unenforceable, the remaining provisions shall remain in full force and effect.</p> <p>14.3. The failure by SP at any time to exercise any of its rights under these General Terms of Purchase, an Order and/or any Documents shall not be deemed a waiver thereof, nor shall such failure in any way prevent SP from subsequently asserting or exercising such rights.</p> <p>14.4. The Supplier shall make no reference to its commercial relations with SP without SP's prior written</p>	<p>Know-how zur Verfügung und gestattet SP oder seinen Drittlieferanten und Kunden die Nutzung aller relevanten industriellen oder geistigen Eigentumsrechte, um dies zu tun.</p> <p>13.1.2 Eine abgeschlossene Bestellung wird für einen begrenzten Zeitraum erteilt und kann nicht erneuert werden.</p> <p><b><u>13.2. Stormierung</u></b></p> <p>SP kann eine Bestellung nach eigenem Ermessen durch klare Mitteilung an den Lieferanten stormieren, wenn der Lieferant einen Verstoß nicht innerhalb von acht Tagen nach Erhalt der Mitteilung über den Verstoß behebt.</p> <p>Eine solche Stormierung hindert SP nicht daran, andere gesetzlich zulässige Rechtsbehelfe oder Schadensersatzansprüche geltend zu machen.</p> <p><b><u>13.3 Kündigung des Vertrages</u></b></p> <p>13.3.1 SP kann diese Vereinbarung hierin einseitig und ohne Angabe von Gründen ohne Verpflichtung zur Entschädigung mit einer Frist von einem Monat schriftlich kündigen. Im Falle der Kündigung des Vertrags gemäß diesem Artikel werden die von SP bis zum Datum der Kündigung aufgegebenen Bestellungen vom Lieferanten erfüllt und die Verpflichtungen des Lieferanten aus diesen Bestellungen bleiben bestehen, sofern von SP nichts anderes bestimmt wird.</p> <p>13.3.2 Für den Fall, dass der Lieferant gegen die in diesem Vertrag und in den Bestellungen festgelegten Verpflichtungen verstößt, kann SP diesen Vertrag unverzüglich kündigen, unbeschadet des Rechts, SP einen entstandenen Schaden durch schriftliche Mitteilung zu fordern. Im Falle der Kündigung des Vertrags gemäß diesem Artikel werden die von SP bis zum Datum der Kündigung aufgegebenen Bestellungen vom Lieferanten erfüllt und die Verpflichtungen des Lieferanten aus diesen Bestellungen bleiben bestehen, sofern von SP nichts anderes bestimmt wird.</p> <p><b><u>13.3 Höhere Gewalt</u></b></p> <p>13.3.1 Wenn eine der Vertragsparteien an der Erfüllung oder Einhaltung einer ihrer Verpflichtungen aus diesem Allgemeinen Geschäftsbedingungen gehindert wird, oder wenn eine oder mehrere Vertragsparteien an der Erfüllung oder Einhaltung ihrer Verpflichtungen scheitern (höhere Gewalt, Krieg, Terror, Aufruhr, Pandemie, behördliche Maßnahmen, Beschlagnahme, Streiks, Aussperrung, schwerwiegende Störungen in den Produktions- und Kommunikationseinrichtungen usw.) und dies außerhalb des Einflussbereichs der betreffenden Partei liegt, wird dies als höhere Gewalt anerkannt.</p> <p>13.3.2 Damit diese Situationen als höhere Gewalt im Rahmen dieses Allgemeinen Geschäftsbedingungen gelten, ist es erforderlich, dass die Parteien, obwohl sie die erforderliche Sorgfalt und Aufmerksamkeit walten lassen und die notwendigen Maßnahmen ergriffen haben, durch die aktuelle Situation in einer Weise beeinträchtigt werden, die nicht verhindert oder behoben werden kann, und dass die Erfüllung der Verpflichtungen aus dem Allgemeinen Geschäftsbedingungen in Bezug auf Qualität, Zeit und/oder Kosten beeinträchtigt sein muss.</p> <p>13.3.3 Im Falle höherer Gewalt werden die Pflichten und Obliegenheiten der betreffenden Partei für die Dauer des Ereignisses, das die Erfüllung verhindert, ausgesetzt; dauert die Aussetzung jedoch länger als 15 (fünfzehn) Tage an, so kann die andere Partei diesen Allgemeinen Geschäftsbedingungen durch schriftliche Mitteilung mit sofortiger Wirkung kündigen.</p> <p><b><u>14. Sonstiges</u></b></p> <p>14.1. Alle Bedingungen in diesem Allgemeinen Einkaufsbedingungen, die sich auf die Lieferung von Waren beziehen, gelten in angemessenem Umfang auch für die Erbringung der Dienstleistungen; und alle Bedingungen, die sich auf die Erbringung der Dienstleistungen beziehen, gelten in angemessenem Umfang auch für die Lieferung der Waren.</p> <p>14.2. Sollte eine der Bestimmungen dieser Allgemeinen Einkaufsbedingungen ungültig oder nicht durchsetzbar sein, so bleiben die übrigen Bestimmungen in vollem Umfang in Kraft und wirksam.</p> <p>14.3. Macht SP zu irgendeinem Zeitpunkt von seinen Rechten aus diesen Allgemeinen Einkaufsbedingungen, einer Bestellung und/oder anderen Dokumenten keinen Gebrauch, so</p>	<p>ve know-how' sunacak ve SP'nin veya onun üçüncü şahıs tedarikçisinin ve Müşterilerinin, bu amaç doğrultusunda, ilgili her türlü fikri ve sınai mülkiyet hakkını kullanmasına izin verecektir.</p> <p>13.1.2 Kapalı Sipariş belirli bir süre için verilir ve yenilenmez.</p> <p><b><u>13.2. İptal</u></b></p> <p>Tedarikçinin herhangi bir ihlalini bu ihlale ilişkin bildirimi teslim almasından itibaren sekiz gün içinde gidermemesi durumunda, SP, kendi takdirine bağlı olarak, Tedarikçiye açık bir bildirimde bulunmak suretiyle bir Siparişi feshedebilir.</p> <p>Bu iptal, SP'nin kanunların izin verdiği başka bir zarar veya tazminat talep etmesine engel olmayacağıdır.</p> <p><b><u>13.3 Sözleşmenin Feshi</u></b></p> <p>13.3.1 SP, işbu Sözleşme'yi herhangi bir gereke göstermekszin ve tazminat ödeme yükümlülüğü olmaksızın bir ay önceden yazılı bildirimde bulunmak suretiyle tek taraflı olarak feshedebilir. İşbu madde kapsamında Sözleşme'nin feshedilmesi halinde, SP tarafından fesih tarihine kadar verilen Siparişler, Tedarikçi tarafından yerine getirilecek ve Tedarikçi'nin bu Siparişlere ilişkin yükümlülükleri, SP tarafından aksi belirtildiğike devam edecektir.</p> <p>13.3.2 Tedarikçi'nin işbu Sözleşme ve Siparişler'de belirtilen yükümlülüklerle aykırı davranışları halinde SP, SP'nin uğradığı zararları yazılı ibharla talep etme hakkına halel gelmemekszin işbu Sözleşme'yi derhal feshedebilir. İşbu madde kapsamında Sözleşme'nin feshedilmesi halinde, SP tarafından fesih tarihine kadar verilen Siparişler, Tedarikçi tarafından yerine getirilecek ve Tedarikçi'nin bu Siparişlere ilişkin yükümlülükleri, SP tarafından aksi belirtildiğike devam edecektir.</p> <p><b><u>13.4 Mücbir Sebepler</u></b></p> <p>13.4.1 İşbu Genel Satın Alma Koşullarının imzalandığı tarihte mevcut olmayan ve öngörülemyen, Tarafların kontrolleri dışında gelişen, ortaya çıkmasıyla taraflarından birinin veya her ikisinden de yükümlükleri borç ve sorumluluklarını kısmen veya tamamen yerine getirmelerini veya bunları zamanında yerine getirmelerini imkânsızlaştırın (tabii afet, savaş, terör, ayaklanma, salgın hastalık mevzuat hükümleri, el koyma veya grev, lokav, üretimi ve iletişim tesislerinde önemli mahiyette ariza, vb.) haller mücbir sebep olarak kabul edilecektir.</p> <p>13.4.2. Sayılan bu hallerin işbu Genel Koşullar çerçevesinde mücbir sebep sayılabilirler için, tarafların gerekli özen ve dikkati göstermiş ve önlemleri almış olmalarına rağmen, mevcut halden önlenemeyecek veya giderilemeyecek şekilde etkilenmiş olmaları ve söz konusu halin işbu Genel Koşullar kapsamındaki yükümlülüklerin yerine getirilmesini nitelik, zaman ve/veya mal yetiş açısından önemli ölçüde etkilemiş olması gerekmektedir.</p> <p>13.4.3 Mücbir sebep dolayısıyla Genel Satın Alma Koşulları'nda belirlenmiş olan yükümlülüklerini yerine getiremeyecek veya yerine getirmekte gecikecek olan Taraf, zorunlu nedenin ortaya çıkmasının akabinde durumu derhal diğer tarafa yazılı olarak bildirecektir. İşbu mücbir sebep hali 15 (onbeş) gün süreyle devam ederse, Taraflardan her birinin, tek taraflı olarak işbu Genel Satın Alma Koşulları'ni feshetme hakkı doğacaktır.</p> <p><b><u>14. Cesitli Hükümler</u></b></p> <p>14.1. İşbu Genel Satın Alma Koşullarında Ürünlerin tedarikine ilişkin her türlü koşul, uygun düzgüç ölçüde Hizmetlerin ifasında da uygulanacak; Hizmetlerin ifası ilişkin her türlü koşul da, uygun düzgüç ölçüde Ürünlerin tedarikinde de uygulanacaktır.</p> <p>14.2. İşbu Genel Satın Alma Koşullarının herhangi bir hükümlünün geçersiz veya uygulanamaz kabul edilmesi durumunda, geriye kalan diğer hükümler aynen yürürlükte kalacaktır.</p> <p>14.3. SP'nin herhangi bir zamanda işbu Genel Satın Alma Koşulları, bir Sipariş ve/veya herhangi bir Belge kapsamında herhangi bir hakkını kullanmaması, bu haktan</p>
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authorization.	gilt dies nicht als Verzicht darauf und hindert SP in keiner Weise daran, diese Rechte später geltend zu machen oder auszuüben.	feragat edildiği şeklinde yorumlanmayacak bu hakanın kullanılmaması SP'nin bu hakları daha sonra ileri sürmesini veya kullanmasını hiçbir şekilde engellemeyecektir.
14.5. The Purchase Order shall be governed by and construed exclusively in accordance with the laws of the place where Buyer SP company (identified as Buyer in the Letter of Order) is domiciled. Any and all disputes arising in connection with the General Purchasing Conditions shall be settled by the competent courts located in the Buyer SP corporate headquarters.	14.4. Der Lieferant darf ohne vorherige schriftliche Genehmigung von SP nicht auf seine Geschäftsbeziehungen mit SP hinweisen.	14.4. Tedarikçi SP'nin önceden alımış yazılı izni olmaksızın SP ile olan ticari ilişkilerini referans olarak gösterecektir.
14.6. The Parties have accepted that any dispute between the Parties arising out of or in connection with this General Terms the commercial books, personnel notes, computer records and without being limited to all the electronic records, fax and other records of SP will be deemed to be exclusive evidence and this provision is as an "evidential contract".	14.5. Die Bestellung unterliegt ausschließlich den Gesetzen des Ortes, an dem die SP-Gesellschaft des Käufers (im Auftragsschreiben als Käufer angegeben) ansässig ist, und wird ausschließlich nach diesen Gesetzen ausgelegt. Für alle Streitigkeiten im Zusammenhang mit den Allgemeinen Einkaufsbedingungen sind die zuständigen Gerichte am Firmensitz des Käufers SP zuständig.	14.5. Genel Satın Alma Koşulları, münhasırın Alıcı SP şirketinin (Sipariş Mektubunda Alıcı olarak tanımlanan) yerlesik olduğu yerin yasalarına tabi olacak ve bu yasalarla göre yorumlanacaktır. Genel Satın Alma Koşulları ile bağlantılı olarak ortaya çıkan tüm ihtilaflar, Alıcı SP şirket merkezinin bulunduğu yerdeki yetkili mahkemeler tarafından çözülecektir.
14.7. This General Terms is issued in German, Turkish and English, and in case of a contradiction German version shall prevail.	14.6. Die Parteien haben sich damit einverstanden erklärt, dass bei Streitigkeiten zwischen den Parteien, die sich aus oder im Zusammenhang mit diesem Allgemeinen Geschäftsbedingungen ergeben, die Geschäftsbücher, Personalaufzeichnungen, Computeraufzeichnungen und, ohne darauf beschränkt zu sein, alle elektronischen Aufzeichnungen, Faxe und sonstigen Aufzeichnungen von SP als ausschließlicher Beweis gelten und diese Bestimmung als "beweiskräftiger Vertrag" gilt.	14.6. Taraflar, işbu Genel Koşulların uygulamasında doğabilecek uyusuzlıkların hallinde; SP'nin defter, kayıtları, personel tarafından tutulan notlar, bilgisayar kayıtları ve bunlara sınırlı olmaksızın her türlü elektronik kayıtlar, faks ve sair sözleşme ve/veya sözleşmeler ile ilgili diğer kayıt ve belgelerin kesin delil niteliğinde olduğunu ve işbu maddenin "delil sözleşmesi" mahiyetine olduğunu kabul ve beyan ederler.

Standard Profil Automotive GmbH on behalf of all subsidiaries	Supplier / Lieferant	
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**STANDARD PROFIL**

# SUPPLIER QUALITY GUIDELINE

	SUPPLIER		STANDARD PROFIL GROUP	
	<i>Sales Responsible</i>	<i>Quality Responsible</i>	<i>Purchasing Manager</i>	<i>SQ Manager</i>
Name				
Date				
Signature				

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## Introduction

At Standard Profil Group, we produce tailor-made solutions in automotive sealing systems. We have shaped our reputation and market position on our core values; Customer Focus, Respect, Leadership, Empowerment, Professionalism and Safety.

Our Supplier Quality Manual reflects our values and provides the foundation for establishing the true-based and successful relationships that must exist between our company, our people and our suppliers all over the world.

As per our Group Policy that aims at achieving sustainable growth and profitability by using ethical practices.

To support and secure this vision we need suppliers who deliver products designed and produced with the mindset and strategy of zero defects, zero tolerance of non-Quality and continuous improvement.

We strive to invest in collaboration, innovation and thereby we maximize the value creation opportunities in the complete supply chain and along the product life cycle.

To manage the supplier selection and sourcing strategy we have a set of tools which must be strictly applied in order to secure a high level of quality, cost and delivery performance while capturing the product and process capabilities and minimizing the risks in the supply chain.

This manual provides an overview of Standard Profil Group quality assurance and performance expectations to supplier executive management.

## Standard Profil Global Presence

We are where our customers' needs us to be:



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## Objective and Scope

This guide was prepared in order to define all Supplier Quality activities that are managed by **Supplier Quality Group** (hereinafter referred to as "SQ") in STANDARD PROFIL AUTOMOTIVE Industry and Trade Inc. and in all group companies.

SQ have a documented process D.090 and activities (input, output, sources, method, KPI's) are defined explicitly.

SQ performs and tracks its activities starting from risk based thinking approach.

Utilization of this guide is obligatory for Standard Profil Group activities, as well as all Group Companies need to regulate their application principles according to the rules that are specified in this guide, unless there are any contrary legal or administrative obligations.

## Definitions and Abbreviations

**SP Group:** Standard Profil Automotive Industry and Trade Inc. and participations.

**D.090 SQ Process:** SQ process starts with the selection of supplier. Supplier selection and collecting supplier information is under Procurement responsibility. Supplier selection process is described at GD-PU-01 guideline. After supplier selection, SQ will track suppliers regarding evaluation parameters as mentioned in F-257.

**SQA (Supplier Quality Agreement):** Supplier Quality Agreement defines responsibilities at Standard Profil Group, at Supplier and at OEMs if its directed OEM supplier.

## General Norm and Principles for Supplier Evaluation

This guide is binding for all **direct raw materials suppliers and their Subsuppliers**.

## Tasks and Responsibilities

Internal and External tasks and responsibilities already defined in Supplier Quality Agreement(SQA).

## Supplier Acknowledgement

**Confirmation:** It is the supplier's responsibility to ensure that they have received and understood the Supplier Quality Manual. Supplier to assure that all products that are delivered to a plant within the Standard Profil Group will fully comply with the requirements stipulated in this Manual. Should any requirement not yet be completely fulfilled, Supplier will submit an improvement plan agreed to in advance by Standard Profil Group with the objective of meeting all the requirements.

Supplier understands that it is their responsibility to assure that only the latest revision of this Manual is used.

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## Code of Ethics

As Standard Profil Group, we must conduct our business responsibly and in accordance with applicable legislative and regulatory requirements. We have based our Code Of Ethics on our own values, and the globally acknowledgment principles for human rights, fair labor practices and environmental responsibility and national legislation.

As a Standard Profil Group supplier, you must take responsibility for understanding and following the Ethic Codes. The compliance to the Code of Ethics is a pre-requisite to any business relationship.

Relationships with Suppliers within Standard Profil Group;

- It is believed that the goods and services provided by suppliers directly affect the quality of the goods and services produced by the Company. In this respect, suppliers are selected among the entities operating at the desired quality and standards. For this reason, suppliers are considered as business partners. Supplier selection process is transparent and impartial.
- Current suppliers and suppliers that may be considered as potential vendors are treated in a fair and respectful manner Necessary care is taken to meet the obligations on a timely fashion. Confidential information of suppliers with whom business is conducted with is protected with care. No business is conducted with suppliers that are identified as having violated laws and not having behaved in accordance with business ethics.
- Suppliers, brokers, sub-contractors may not be used to commit an act which is contrary to laws or code of ethics. It is absolutely unacceptable for employees to receive commission payments and any tangible or intangible benefits of similar nature from suppliers.
- Employees are not permitted to accept gifts which may adversely affect their objectivity on making decisions.
- While conducting their relationships with suppliers; employees act in a manner so as to avoid any impressions that may cause third parties to think that there is a relationship based on interest.
- Standard Profil Group believes in and supports human rights absolutely in all places and environments it operates included suppliers.
- Standard Profil Group complies with the "International Labor Rules" including working hours, wages and benefits and in this respect, it adopts to the « Minimum Age for Employment» in line with the local law anywhere it operates included suppliers.
- Also in this respect, our group makes no discrimination with respect to the ethnic origin, gender, color, race, nationality, economic status, disability, age, religion and other beliefs including Modern slavery (i.e. slavery, servitude and forced or compulsory labour and human traffic) is not accepted by any Standard Profil Group companies. This is also applicable for recruitment and promotion; working conditions; and all relationships with customers, suppliers and partners.
- Supplier's employees must have the freedom to have a role and act as volunteers in non-governmental organizations and public interest services and other associations / organizations, by considering the working hours, sense of duty and responsibility . Additionally everyone has the right to freedom of peaceful assembly and to freedom of association.
- For the enhancement of the working environment, Standard Profil supports supplier's employees to freely express themselves and undertakes the development of a relationship of mutual trust at all levels. All suppliers employees must be entitled to work in a healthy; harassment-free environment per the legal regulations and customs of the countries of operation. Even if there is

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no superior-subordinate relationship; Standard Profil absolutely prohibits all kinds of sexual or moral harassment, all acts classified in the International Labor Organization's report under "Violence at Work" and actions deemed as "mobbing".

- In recruiting and promoting its employees, Standard Profil considers; the qualifications and skills required by the job and the performance of the person; as the fundamental tenet.
- It complies with the relevant laws and national regulations in respect to employment of the disabled and arranges supporting activities for their employment.
- Honest and ethical / fair competition is aimed to be achieved within the framework of the competition law and ethical rules; whereas unfair competition is avoided and competition is carried out only on legal and ethical grounds by all SP suppliers.
- GHG emissions (carbon footprint/air quality), energy efficiency and renewable energy, Water quality and consumption, waste management, health and safety reports should be followed by supplier as key performance indicators (KPI)
- Supplier must provide privacy and data protection
- Supplier must report of conflict minerals (Tantalum, Tin, Gold, Tungsten) if supplier use in the products. The supplier must not use banned chemicals or severely restricted chemicals in products declared by the ILO (International Labor Organization).
- The supplier must send last updated (local language) SDSs (Safety Data Sheets) of chemicals or materials along with the price quote by e-mail to related buyer.
- The supplier commits items above.



## 1. Advanced Product Quality Planning (APQP)

Advanced Product Quality Planning is designed to guarantee long-term product quality. The Supplier should comply with AIAG APQP Guideline unless otherwise stated by the customer (OEM).

1. Supplier Selection

2. Requirement File

3. Quality File

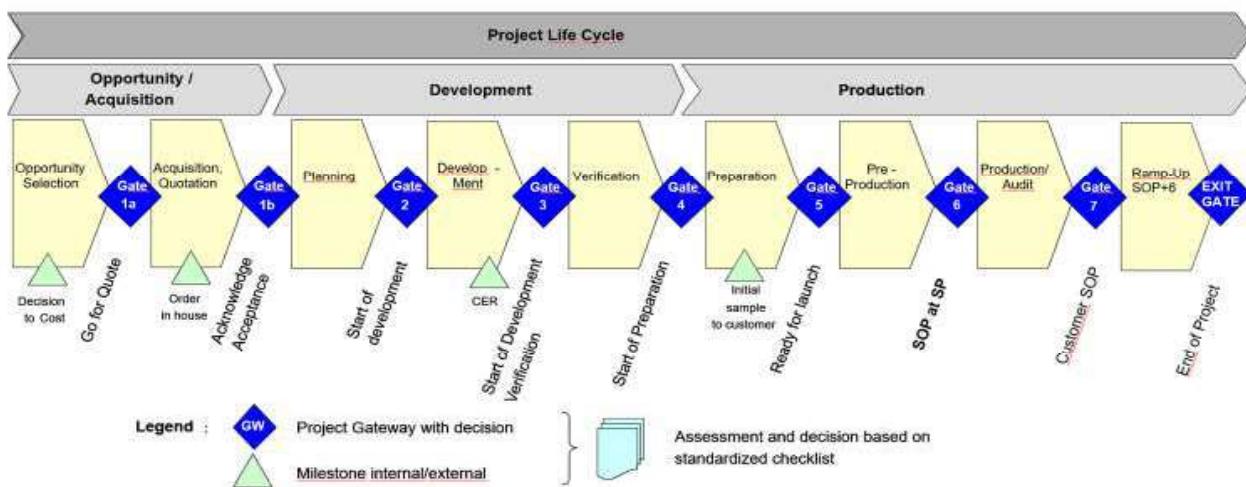
4. Supplier R@R

5. Supplier Initial Sampling

6. Probationary Period

7. PPAP

All activity's within the Advanced Product Quality Planning is linked to the Standard Profil Group Development Process.



The Standard Profil Group Development Process is used for product development and application projects. It is a group standard and contains both detailed process descriptions and procedures. The Standard Profil Group Development Process follows the rules for Advanced Product Quality Planning outputs and supports fulfilling the IATF 16949 and VDA requirements.

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## 1.1. Supplier Selection

To be selected as a supplier to Standard Profil Group, it is a must to have a positive result from the evaluation, when compared to a selection of suppliers in the same business field.

The supplier should show a robust management of the following criteria:

- Strategy and management
- Financial stability, suitable for production, forecast stability within own production
- Supplier's overall financial condition
- RD&E (For development)
- Production management
- Quality management and handling procedure for non-conformity
- Logistic handling
- Cost reduction scope
- Competitiveness
- Supplier's capacity to communicate
- Supplier's competence and commitment for continuous improvement

### Activities

#### Supplier Selection;

- Evaluation Process by Purchasing Department should be positive.
- Pre-Process audit score(VDA 6.3 POTI or customer formats) (if required) < yellow Level: Audit failed, the supplier does not pass the pre-selection.
- Quality Management System Certification
  - Min. IATF 16949 Certificate for special material manufacturers
  - Min. ISO 9001 Certificate for catalogue material manufacturers
- OEM Approval or OEM Assessment Result (No major nonconformity)
- Imposed or recommended by OEM

document, Requirements File, identifies Standard Profil Group project and product requirements(Technical specifications,special characteristics,Project Planning(kick off meeting), Measurement and Test Equipment,Product Traceability, Lessons Learn, Production Feasibility), Customer Specific Requirements (Standard Profil customers), Q1 MPL Requirement file(if it's FORD product) as well as the general requirements giving the suppliers necessary inputs to present a competitive quotation. Once the supplier is selected, the Requirements File has to be shared and agreed by both parties in order to launch the tooling.

## 1.2. Quality Assurance File

Assures that all selected suppliers have implemented or planned the necessary means of control so that all parts are delivered to Standard Profil Group Plants with zero defects. Documents to be included in the Quality Assurance File are stated in the Quality Assurance Plan for product & process, which in turn is a part of the Requirement File (Process Flow,PFMEA,CP,DVP,List of responsible people,Contingency Plans,Preventive Maintenance,Packaging & Delivery Conditions)

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### 1.3. Supplier Full Day Production Run/Process Audit

The supplier full day production run / Process Audit evaluates manufacturing processes performed at the supplier's site. The aim of the audit is to approve the process , i.e. authorization of volume production for the product or products concerned, under the conditions defined by Standard Profil Group.

The supplier shall in advance to the Full Day Production Run /Significant Production Run or Process Audit, have performed production trial runs to be able to show stability in processes and products, this by taking out samples for measurement according to Standard Profile Group / AIAG recommendations or OEM formats.

Standard Profil Group has the right to carry out an audit without previous warning.

### 1.4. Supplier IS Validation

The aim of Supplier Initial Samples is to verify that the product (performance, characteristics, reliability, capacity, test, etc), production lines and equipment comply with specifications. Standard Profil Group uses these samples to qualify products according to the validation plan.

Initial samples shall be sent to Standard Profil Group for evaluation upon request. Initial Samples shall be marked with a specific identification number and have measuring protocol linked to the referring numbers. The initial samples shall be taken out from the serial production during the Full Day Production Run/Significant Production Run at the supplier. Countermeasures and/or functional testing of the parts can be conducted by Standard Profil Group for comparison. All measurements and demands/requirements need to be fulfilled and according to all requested standards such as drawing and standards etc.

**PS:** Prototype parts evaluations should be done by Incoming Quality Control, Production ,Plant Quality and Plant Supplier Quality responsibles and feedback should be provided to Supplier and CPM.



If Supplier Initial Samples are rejected, serial production cannot go ahead

### 1.5. Probationary Period

The Probationary period is designed to optimize and validate incoming inspection conditions for all parts.

Once the Initial Sample has been accepted, deliveries are subjected to Incoming Inspection for a defined probationary period.

Probationary period could also be managed at supplier premises. At these occasions, Standard Profil Group will specify what criteria and form to be used and proof must be shown upon request.

The Supplier Probationary Period shall last for at least one month and/or involve at least three production deliveries of the part involved.

Note: In case the end customer has a customer specific requirements, this will override Standard Profil Group demands.

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## 1.6. PPAP (Production Part Approval Process)

Product Quality Assurance is designed to assure long-term product quality. It will result in fewer incoming inspections at Standard Profil Group plants without in any way reducing the supplier's responsibility for product quality.

Supplier should comply with AIAG PPAP Guideline (below levels) unless otherwise stated by the customer (OEM). This statement is not valid for catalogue manufacturers, besides.

**PPAP Submission Levels are applied for SP suppliers according to the following rules:**

***For Special Material Manufacturers***

- > ***Level 5;***  
In case of a new supplier, new technology, new manufacturing location.
- > ***Level 3;***  
In case of a current supplier, but a new product  
For parts imposed by the customers and designed by SP
- > ***Level 2;***  
In case of engineering modifications of current products or process modifications on the process
- > ***Level 1;***  
For parts imposed by the customers and designed by customer

***For Catalogue Material Manufacturers***

- > ***Level 1;***  
If the mould is commissioned for another company (if raw materials are supplied to SP from an already available mould);  
*Catalogue products (For these products, readily available Material Safety Data Sheet (MSDS), Technical Data Sheet (TDS) and IMDS is sufficient for approval.)*

PPAP should be submitted to Standard Profil Group and Standard Profil Group approval should be taken before serial production. No payment shall be claimed for PPAP presentation or other requested tests. Asking for product approval before serial production (signed PSW) is under supplier responsibility.

### 1.7.1. IMDS

All component, semi-component and material delivered to Standard Profil Group Plants must be entered into the International Material Data System. All Suppliers are to refer to Standard Profil Group Customer Specific Requirements for each component by part number. The IMDS report must be accepted before the IS/PPAP can be approved. Submission and approval of IMDS needs to be done four weeks prior to PPAP submission to Standard Profil Group.

### 1.7.2. REACH Report

One of the requirements of REACH is that manufacturers and importers must register, for each legal entity, certain chemical substance (in mixtures, in articles, or on their own) that they produce or import.

### 1.7.3. Material Safety Data Sheet

A Safety Data Sheet in accordance with local regulations must be provided to Standard Profil Group and approved by the receiving plant before delivery of any chemical to which worker exposure may occur.

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## 1.7.4. Process Control & Capability

The supplier is responsible for applying effective systems to monitor process and product quality. Supplier is obliged to carry out the long-term evaluation of its manufacturing processes according to the specifications.

In the case of capability values ( $C_p$ ,  $C_{pk}$ ) below 1.33 for serial / 1.67 for preserial , products / materials should be taken under quarantine and %100 inspection must be implemented.

Supplier should perform 100% control at SUPPLIER area for all new project parts for min 3 months after start of the production (SOP). Controls can be finalized after written agreement sent by Standard Profil Group. Standard Profil Group has authority to extend %100 control if any problem exists.

*Note: In case the end customer has a customer specific requirements, this will override Standard Profil Group demands.*

## 2. Serial Phase

### 2.1. Deviation Requested by Supplier

If the supplier wants to supply parts that do not fully comply to specifications, the supplier must notify in advance to avoid any disturbance of the normal production. There must be a written authorization from Standard Profil Group prior to shipment and the deviating products must be identified and isolated before shipping.

If a deviation is necessary, supplier shall fill out and submit a "Deviation Request Form" to the appropriate Standard Profil Group Supplier Quality, Plant Quality, Product Development and Purchasing departments. Supplier deviations shall be limited by a fixed quantity or a limited period of time. Corrective actions should be implemented during the limited time of approval for deviation.

### 2.2. Change Management

All change requests from supplier or Standard Profil Group should be given in written and confirmed mutually.

No change of the products, processes (including process location) or sub-suppliers is allowed without written approval from Standard Profil Group. The supplier must send a notification specifying the change at least six weeks prior to the requested change. If the change is accepted, Standard Profil Group will request a re-validation of the part and process.

A submission of PPAP is requested when the project is completed. Audit will be conducted accordingly.

Customer will be informed in advance for the change by Quality or Project Development Departments. Customer special requests will be considered if requested.

### 2.3. Management System Requirements

The suppliers need to demonstrate their ability to consistently provide products that meet the customer applicable statutory and regulatory requirements. The supplier should aim to enhance customer satisfaction through a robust application of the system, including processes for continual improvement, the compliance to customer applicable statutory and regulatory requirements. The suppliers must also have an adequate system to handle nonconformities.

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### 2.3.1. Internal Audit

In order to evaluate and improve internal procedures and the management system, the supplier shall regularly carry out system, process and product audits. The documentation must be presented during Standard Profil Group product / process audit.

A requalification (Lay-out inspection and testing) report must be submitted once a year to Standard Profil Group in written, unless otherwise stated by the customer (OEM).

Layout report will cover the tests written on Certificate of Analysis, DVPs and TDS. Main goal of layout test request is to observe yearly deviation/stability of product specs.

### 2.3.2. Quality Records

The supplier shall prepare, maintain and archive all quality records (technical drawing, flow chart, FMEA, control plan, instructions, forms, set-up forms, part history etc.) according to the national and international legal requirements and customer-specific requirements. Records should be clean, legible, traceable and easily accessible. Records should be kept in archive min 3 years except safety and regulatory characteristics(30 years, starting from the publication date of the document-PPAP acceptance date)

Supplier must send a final inspection control report for their each production batch/lot until SOP+3 months. This form must be agreed with Standard Profil Group before first shipment of new part. After SOP+3 months if there s no issue with the part, report can be only certification report.

- Chemical material suppliers should send a material test and analysis report for each batch/lot for every shipment.
- Other suppliers should send a material test and analysis report and dimensional control report for each batch/lot each shipment.

All quality records must be prepared for each part references delivered to Standard Profil Group and submitted to Standard Profil Group on request.

## 2.4. Subsupplier Management

The supplier guarantees its sub-suppliers to comply with the requirements stated in this agreement.

Supplier should carry out the selection and a regular evaluation of its (sub-)SUPPLIERS in order to ensure conformity of externally provided products, processes, and services to internal and external customer requirements.

At a minimum, the following supplier performance indicators shall be monitored :

- Delivered product conformity to requirements
- Customer disruptions at the receiving plant, including yard holds and stop ships
- Delivery schedule performance
- Number of occurrences of premium freight.

The evaluation result will be taken as a basis for decision-making for new business/order. If it is required, SP SQ responsible can participate subsupplier audits.

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## 2.5. Audits

Standard Profil Group have rights to carry out audits at Supplier Plants in order to evaluate the effectiveness of the management system.

Suppliers are taken into Annual Audit plan by the initiative of Supplier Quality with regard to criteria below.

- 1) New Potential Supplier (VDA 6.3 POTI-SP Format)
- 2) Layout / Location Change (VDA 6.3 Process Audit or OEM format Audit or SP Format)
- 3) Suppliers in Escalations Levels (Level 1, Level 2 or NBH)
- 4) Last Audit Results as C Grade / Red
- 5) PPAP Audit if required / New Project
- 6) 8D Follow up Audit if it is repetitive issue

That audits should be onsite but can be changed to online or self assessment according to contingency situation such as natural disasters, pandemic, strikes etc..

Annual Audit Plan is prepared yearly via F-1837 Supplier Audit Plan&Action Plan Follow Up Form and revised when if required. Auditors will be selected by Supplier Quality Management organization such as SQA or SQE. Product/process experts can participate to audits if necessary.

Supplier audit results can be seen from yearly audit plan F-1837.

### Time Schedule (based on VDA 6.3)

Audit report is shared with the supplier within 10 days by SQE.

Below mentioned time schedule is shared with supplier in order to follow-up the audit results. When it is requested in this Plan, "document support" and "face to face meetings" are given to the supplier (based on VDA 6.3 after the date of audit).

- 
- I. Concretion and timing of the improvement program (14 days )
  - II. Realization of the improvement program incl. confirmation and timing of self assessment ([90 days](#))
  - III. Self-assessment according to VDA 6.3 (10 weeks) (classification "B" or "C" only)
- 

Actions can be verified on site or on documentation according to nature of the actions.

After submiting proofs of audit actions by supplier, the auditor control and give feedback to supplier within 10 days.

When supplier does not obey time schedule for closing actions:

- a. VDA 6.3 POTI: "Potential Supplier" status is cancelled.
- b. VDA 6.3 Process Audit (Long term contract suppliers ): Supplier classification reduced to Level1.
- c. VDA 6.3 Process Audit (Insufficient Quality System Suppliers): Information given to SP procurement department in order to develop alternative supplier.

The audit results will be taken as a basis for decision-making for Supplier selection or Supplier evaluation.

Standard Profil Group may require a copy of the latest Process audit made internally and/or external audit report.

## 2.6. Claim Management

Definition of claims/incidents and their management is as follows;

Category	Signification	Example
C1	The problem affects Standard Profil Group at the end customers	<i>Warranty Returns</i>
C2	The problem affects Standard Profil Group customers	<i>Automaker line or end of line rejects.</i>
C3	The problem disrupts production at Standard Profil Group as repetitive issue or Claim qty more than 3 in a month	<i>SP end-of-line rejects, and line disruption repetitively</i>
C4	The problem disrupts production at Standard Profil Group	<i>SP end-of-line rejects, and line disruption.</i>
C5	The problem is identified on delivery to Standard Profil Group and does not disrupt production.	<i>Non-conformance identified at incoming inspection</i>

### Category 1 (C1)

Any end customer complaint is recorded as warranty return.

### Category 2 (C2)

Any customer complaint is recorded as an incident when the cause is non-conformance of a primary component.

### Category 3 (C3)

An incident is recorder when a complaint is a recurrent incident is an incident which occurs on the same reference, having the same effect or if the claim quantity is more than 3 in a month.

### Category 4 (C4)

An incident is recorded when a complaint is made following disruption to Standard Profil Group production lines repetitively.

### Category 5 (C5)

All non-conformance identified during incoming inspection using the sampling method is recorded as an incident, whether due to the product itself or the delivery conditions.

## 2.6.1. Costs generated

NON-CONFORMITY COSTS	SP SPAIN	SP MOROCCO	SP TURKEY-BULGARIA	SP CHINA	SP MEXICO	SP SOUTH AFRICA
Sorting Cost For Rejected Materials	27 €/hour/ employee	18 €/hour/ employee	10 €/hour / employee	80 CNY / hour / employee	25 €/hour/ employee	9 €/hour/ employee
Night Hour,Ext.(+50%)	40,5 €/hour/ employee	27 €/hour/ employee	15 €/hour/ employee	120 CNY / hour / employee	37,5 €/hour/ employee	13,5 €/hour/ employee
Rental Space Rate / Sorting Area	7,5 ((€/m2/month)		7,5 ((€/m2/month)	30(CNY/m2/month)	7,5 ((€/m2/month)	
STAPLER USE €/Hour	1,60 (€/hour)	1,25 (€/hour)	tbd	tbd	1,25 (€/hour)	tbd
Stapler Operator	27 (€/hour)	18 €/hour	10 €/hour	80 CNY / hour	18 €/hour	9 €/hour
Rejected Material Loading / Unloading – Transfer Btw. Sites	300 (€/day) (8 a 18h) 30 €/hour	200 (€/day) (8 a 18h) 20 €/hour	200 (€/day) (8 a 18h) 20 €/hour	130 CNY / hour	200 (€/day) (8 a 18h) 20 €/hour	tbd
Nok /Suspect Stocked Material	100 €/pallet/month		50€/ Pallet / Month	50€/ Pallet / Month	100 €/pallet/month	tbd
Material Scrap Rate	0,2 €/Kg		Scrap Amount *unit cost	Scrap Amount *unit cost	0,2 €/Kg	Scrap Amount *unit cost
Machinery Trial + Production Stop						Acc. to controlling rate calculation.
Administrative Costs Fee (8d, Record, Cost Calculation)	150 €			100 €		45 €
AUDIT COSTS –In case costs may be applied due to a non conformity, supplier will be prior notified.	SP SPAIN	SP MOROCCO	SP TURKEY-BULGARIA	SP CHINA	SP MEXICO	SP SOUTH AFRICA
AUDIT COST (Scope : Audits relevant to Seller performance or visits made by specialists for big impact complaint). NOTE : Accomodation, travel, food etc. expenses consisted during audits are invoiced additionally.		500 € (day/employee)	300€ (day/employee)	300€ (day/employee)	250 € (day/employee)	200 € (day/employee)
Audit Report (Formation and Follow-up)		75 €			50 €	
LOGISTIC COSTS	SP SPAIN	SP MOROCCO	SP TURKEY-BULGARIA	SP CHINA	SP MEXICO	SP SOUTH AFRICA
Material Transport (Exchange, return, new delivery planning etc.)		75 €	Acc to Logistic Cost	Acc to Logistic Cost	75 €	Acc to Logistic Cost
Delivery Papers (Missing or wrong definition etc.)		75 €	50 €	50 €	75 €	tbd
Disposition (Missing, Extra, Early, Late Delivery)		75€	50 €	50 €	75€	tbd
Extra Freight				Freight Cost		
OTHER COSTS						
Compliance to Deadlines & Specifications & Agreement (e.g.PPAP Presentation Deadlines, Project Deadlines (Schedule) etc.)				100 € / day / incident		

\*\* All customer costs related with Supplier Parts will be charged to Suppliers.

\*\* Costs will be charged to Supplier after having agreement with Suppliers.

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## 2.6.2. Claim / Incident Processing

When a defective product is identified, Standard Profil Group must notify the supplier of the incident using 5W2H and send the information via e-mail including problem solving sheet. No other notification will be issued.

The response time is measured and recorded by plant SQA at incident tool.

Within 24 hours of the notification (Quick Response) the supplier undertakes to:

- Identify and remove all defective products or products that are likely to have the same defect from all stocks of finished products and Work In Progress,
- Review if other parts in the same product family that can have the same defect,
- Send a team of competent people to carry out sorting and inspection operations and recover products from Standard Profil Group Plants, if plants so requests. If there's nobody from supplier then Standard Profil Group have rights to start sorting/rework action by 3rd company which will be charged to supplier.
- Come to Standard Profil Group plants, if plants so requests, to analyze the problem, even if it at this stage of analysis is uncertain that the supplier is responsible for the defect,
- Replace the defective batches of products within 24 hours of notification of the incident by Standard Profil Group and label those batches of products that are not defective. %100 control should be done by supplier until 3 consecutive batch delivers as "OK". All that batches must be marked with special label.

Within additional five (working) days of the notification date the supplier undertakes to:

- Perform an analysis of the root causes of the non-conformance using the Standard Profil Group Problem Solving Sheet.
- Corrective and preventive actions for both Occurrence and Non detection to be validated by Standard Profil Group Supplier Quality department.

Within additional thirty working days of the notification date, the supplier undertakes to:

- Obtain validation of results from Standard Profil Group Supplier Quality department.
- Make a Lesson Learned to share experience and to be actively taken into account for example in further projects.
- Extend the implementation of these actions to all production lines/machines that is used for Standard Profil Group parts. Standard Profil Group may perform or have performed inspection, sorting, or rework operations, the cost of which will be invoiced to the supplier if they are at fault, while awaiting a return to the required Quality level. The supplier will also be invoiced for all extra costs generated by the incident.

## 2.6.3. Warranty Claim / Incidents

Warranty claims from end users shall be informed to the supplier by Standard Profil Group.

After receiving of faulty parts the supplier must analyse the claim within due date. 8D report must be prepared and sent to Standard Profil Group. If necessary/required the analyse time can be extended by customer.

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If supplier problem is proved by customer, supplier and Standard Profil Group agreed on complaint, all quality costs (removal and installation costs, labor cost, logistics costs, administration cost etc.) due to warranty claims at the end users must be charged to supplier.

### 3. Performance Management

#### 3.1. Quality Targets and Zero Fault Strategy

The supplier shall apply the Zero-Fault Strategy and must continuously improve its performance.

The supplier should use quality technics regarding defect prevention such as Poka-Yoke, Kaizen, 5S, 8D, 6 sigma, DOE.

All internal and external quality data and quality costs must be recorded, analyzed and continuously improved until the internal and external target is reached.

New targets determine by considering the performance of the previous year. New targets will be sent to the supplier at the beginning of the year via 'Target Letter'.

#### 3.2. Scorecard Reporting

Selected production suppliers will receive a scorecard report from the Supplier Quality departments on each quarter(14th of the month-if it comes to weekend then the first day of the week will be shared) if there s no deviation on their scorecards. If there is deviation in a month then scorecard should be shared in a month(14th of the month-if it comes to weekend then the first day of the week will be shared). Suppliers are expected to review their scorecards upon reception and take actions accordingly. Supplier Quality calculate supplier performance and evaluate its performance according to F-257 Supplier Evaluation Form & Target Letter.

#### 3.3. Escalation Levels

In cases of deviation from scorecard, recurrent non-conformance, Customer escalations, no improvements during escalations where the supplier clearly does not have sufficient control of their production process, the escalation procedure will be applied according F-257 Supplier Evaluation Form & Target Letter.

- Supplier to be phased out:

After Businesses on Hold status and no improvement of its performance, all actions will be done to phase out the supplier.

#### 3.4. Continous Improvement

Our customers expect us not to compromise on quality as well as continuously reduce the cost of our products and they insist that we do so throughout the whole supply chain.

To support the mission, we need supplier panel who deliver products that are developed and produced with a zero defect mindset and a continuous cost reduction program in place.

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## 4. General Items

### 4.1. Environmental Protection, Hazardous Materials, Recycling

The following points must be considered;

- Use of heavy metals according to the EU End-of-life vehicle directive (2000/53/EC) is prohibited.
- The use of Conflict Minerals (tantalum, tin, tungsten, Gold(called 3TG)) is prohibited.
- The SUPPLIER ensures that all products and materials supplied to STANDARD PROFIL GROUP should comply with the valid official regulations.
- The SUPPLIER is required to prepare and send material data sheet for all products / materials supplied to STANDARD PROFIL GROUP by using the IMDS before serial production.
- The SUPPLIER is required to apply REACH regulation.
- The SUPPLIER is recommended to have Environmental management system Certificate (ISO 14001 in the most recent version)
- The SUPPLIER is recommended to have Occupational Health and Safety management system Certificate (OHSAS 18001 in the most recent version)

### 4.2. Product Safety & Liability

Supplier is responsible for the parts or materials assembled in the end product in the entire process chain for product safety and liability legal issues. Supplier is advised to inform PSR (Product Safety Representative) contact name and contact information to Standard Profil Group. PSR is advised to have certification for product safety / product liability.

### 4.3. Confidentiality

Conditions given in Standard Profil Group Framework Supply Agreement and Information Security Management System (ISO/IEC 27001 is recommended) is applied.

### 4.4. Property Belonging to SP Group

The SUPPLIER shall identify, verify, protect and safeguard Standard Profil Group's property provided for use or incorporation into the products and services.

When the property of Standard Profil Group is lost, damaged or otherwise found to be unsuitable for use, Supplier shall report this to Standard Profil Group and retain documented information on what has occurred.

**NOTE:** Standard Profil Group's property can include materials, components, tools and equipment, premises, intellectual property and personal data.

### 4.5. Duration of Quality Manual/Agreement

Unless otherwise stated, Quality Agreement is valid without limitation of time. This agreement is binding for all products that supplier supplies and/or will supply soon (further projects).

Changes to individual paragraphs and/or chapters and adjustments to this agreement shall be the subject of a revision change and only be requested and/or specifically negotiated with regard to the amended points for each supplier.

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## 4.6. Enforcement and Operation

Supplier Quality Director/Manager is responsible from enforcement of this guideline. This guideline operates after printing/revision date. This guideline is whole with all its articles and appendixes and cannot be interpreted separately.

## 4.7. Updating

This guide is reviewed once a year by Supplier Quality Director/Manager, which prepares and submits it to the approval.

Supplier Quality Director/Manager makes the necessary updates when it is needed.

Information directed to updating application rules is given table below.

Documents to ensure supplier quality level will be asked frequently to supplier which have 2 years of validity. PS: special frequency of documents: MMOG (yearly), Contingency Plan (5 yearly) and PPAP requests.

Supplier Quality Agreement on the responsibility matrix OEM Customer /Standard Profil(SP) / Supplier																	
OEM company :		Company representatives										Supplier, as Tier 2					
Name:		Name: Standard Profil, as Tier 1										Name:					
Title:		Title:										Title:					
Date:		Date:										Date:					
Signature :		Signature :										Signature :					
<b>Matrix of roles and responsibilities</b> <b>R : Is Responsible for the activity A: Approval/Validation S : Supports the activity I : Is Informed C : Cooperation</b> <b>Liability is on min 2 company (Tier 1 &amp; Tier 2) if it is not OEM directed supplier. Responsible is written with "R" in below table.</b>																	
	OEM	PUR	PD	PM	OPM	QM	SQ	R&D	Prod.	IQC	QMP/LAB	HSE	SC	Tier-1 (SP)	Tier-2	Observations - Comments - Detailed explanation	
<b>1 - APQP</b>																	
<b>1.1 Supplier Selection &amp; Approval</b>																	
Requesting and collection of Supplier information forms, certifications and self assessment		R						I							R	C	
Milestones / Deadline for Component Product/Process development planning, Technical Specification,Customer Specific Requirement file sharing,(SP-> Supplier)	R1	R2	S	I			C			I	S				R2	I	
Supplier Evaluation and Purchasing agreement(GTP) (Incl. Q Agreement & Logistic Agreement) sharing & Approval	A	R	C1		S	S	C	C2		I	I				R	R1	
Requesting Reach/Rohs/MSDS/IMDS/TDS/Conflict minerals /KKDIK (Turkish reach )		R					I				S	C1			R	C	
<b>1.2. Requirement File</b>																	
Milestones / Deadline for Component Product/Process development planning sharing,(Supplier -> SP)	A1	S	S		A2	I	C								A2	R	
Technical specifications definition	R1	C2	R2	I	S	I	C1	R3							R2	C	
Customer Specific Requirement File (Incl. Q1 MPL Requirement file if it's required by OEM)	R1	I	S			C	R2							C1		R2	C
Product Traceability Definition & sharing	R1		R2	I	I	S	C								R2	C	
LL Sharing	R1		R2	C		I	S	C1							R2	C	
Production Feasibility Study/Capacity Study	A1	A2	C	I	I		A3								A2/3	R	
<b>1.3. Quality File</b>																	
PPAP Requirement File Sharing	R1	C	S	I	I	S	R2	I							R2	C	
Design Validation Planning (DVP) Sharing	R1	I				S	C	S							R2	C	
Contingency plan Request		I					R								C	R	C
Preventive Maintenance Planning Request						I	R								R	C	
Packaging and Delivery Conditions Agreement preparation		C			I	I	S								R	R	C
<b>1.4. Supplier Full Day Production Run@Rate</b>																	
Full day production run (R@R)	R1	C	S			I	R3								I	R3	R2
Process Audit		I	I			S	R							S	I	R	C
<b>1.5. Supplier Initial Sampling</b>															A	R	
Initial sampling with all results - Final inspection report should be sent till SOP+3 months at all shipments			I	I	C	C	S			A					A	R	
Reach/Rohs/MSDS/ IMDS/TDS/Conflict minerals should be shared with first samples	A1	C1				S	C2	S		A2	C3				A2	R	
<b>1.6. Probationary Period</b>																	
Incoming Quality Results		I		I	C	I	S			R					R	I	
Production Trials and Results	A	I		S	R		S			C					R	I	
Gauge and Test Fixture Preparation(if needed)			I		R1		S			R2					R	I	
Boundary Sample Agreement	A1		S	I	C	A2	R							C	R		
Management of property of SP Group		A	I		S	C									A	R	
<b>1.7. Production Part Approval Process(PPAP)</b>															A1	R	
Full PPAP Approval	A1	I	C2	C3	C1	A2	R	S		C4					A2	R	
<b>2 - SERIAL PHASE</b>																	
<b>2.1. Deviation Request</b>															A2	R	
Deviation Request by Supplier	A1	I	C1	C2	S	R1	R2	S	I						A	R	
Corrective actions and implementation			I	I	S	C	A										
<b>2.2. Change Management (preserial / serial)</b>															C	R	
Change request by Supplier/SP		I	S	R	I	C1	C2	C4	I	I	I	I		C	R	C	
Evaluation of requested change by Supplier/SP		C3	S	R	I	C1	C2	C4	I	I	I	I		R	I	C	
Customer Approval	A	I	C3	R	I	C1	C2	C4		C5		I		A	C		
Process Audit		I	I	S	R				S			S		I	R	C	
PPAP Approval	A1	I	C2	C3	C1	A2	R	S							A2	R	
<b>2.3. Management System Requirement</b>															A	R	
Internal process and product audit(at Supplier Site)		I				C	A			S					A	R	
Requalification test planning and sharing with SP	A1	I				S	A2	C2	I	C1					A2	R	
Archiving quality records (T.D, flow chart, FMEA, C.P. instructions, forms, set-up forms, part history etc.) min 3 years except safety and regulatory characteristics(30 years)					C	A			I						A	R	
<b>2.4. Subsupplier Management</b>																	
Monitoring Sub-supplier performance (for Supplier)		C2			I	C1									I	R	
<b>2.5. Audit</b>															R	C	
Planning and performing of the audits		S			C	R											
<b>2.6. Claim Management</b>																	
Initial analyse and sharing with SQ		I			C	A	S	R2	R1					I	R	-	
Definition of claims/incidents and sharing with supplier	R1				C	R2	I	S						I	R2	I	
Root cause analysis, action definition, implementation and follow up		I			C	A	I	I	S						A	R	
Cost generation (including warranty and logistic)	R1	I			C	R2		S							R2	I	
Cost management (including warranty and logistic)	R1	R3			S	C		I							R3	R2	
Definition and sharing warranty claims/incidents with supplier	R1	I			C	R2	I	S						I	R2	I	
Warranty claims/incidents - analysis, action definition, implementation and follow up		I			C	A	I	I	S						A	R	
Definition and sharing logistic claims/incidents with supplier	R1	I			I	C	I	S							R2	R2	I
Logistic claims/incidents - analysis, action definition, implementation and follow up		I			I	C	I	S							A	A	R
8D Evaluation	A1	I			C	A2		S	I						A2	R	
<b>3 - PERFORMANCE MANAGEMENT</b>																	
Target letter sharing with supplier	R1	S				I	R2							C	R2	I	
Scorecard reporting	R1	I				S	R2							C	R2	I	
Target and scorecard follow up and taking actions		S			C	A		I							A	R	
Escalation (New business hold / CS1 / CS2) definition and sharing the letter		C			I	R								S	R	I	
Analysis, action definition, implementation and follow up	A1	S			C	A2		I							A2	R	
Continuous cost reduction program	R1	C2	C3		S1	C1	R2	I		S2				C	R		