

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 2 Parts and all parts apply to all the Standard Profil's Suppliers.

Parts:

- 1- Purchase Agreement
- 2- Supplier Quality Manual

<u>General Terms of Purchase</u>	<u>Allgemeine Einkaufsbedingungen</u>	<u>Genel Satın Alma Koşulları</u>
<p>1. Scope</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>2. Orders</p> <p>2.1. Purchase Order</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>2.2. Acceptance of the General Terms of Purchase</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>2.3. Supplier's Obligations</p> <p>2.3.1. 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>2.3.2. 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>2.3.3. 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>1. Geltungsbereich</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-Industrierausrüstungen, 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>2. Bestellungen</p> <p>2.1. Bestellung</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>2.2. Akzeptanz der Allgemeinen Einkaufsbedingungen</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>2.3. Verpflichtungen des Lieferanten</p> <p>2.3.1. 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>2.3.2. 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>2.3.3. Auf ausdrücklichen Wunsch von SP wird der Lieferant die Waren/Dienstleistungen oder deren Lieferung oder</p>	<p>1. Kapsam</p> <p>Standard Profil ("SP")'nin Satın Alma Departmanı ("Satın Alma Departmanı") ile başka bir anlaşmaya varılmadığı sürece, işbu Genel Satın Alma Koşulları, her türlü ürün (mal, alet, makine, ekipman, parça, yan sanayi ekipmanı, hammadde, diğer malzeme) ve her türlü hizmet ("Ürünler/Hizmetler") satın almaları da dahil olmak üzere SP'nin üçüncü kişilerden ("Tedarikçi") gerçekleştireceği tüm satın alma işlemleri için geçerli olacaktır.</p> <p>Taraflar, işbu koşulları, Taraflar arasındaki iş ilişkisinin genel şartlarını düzenlemek için bir çerçeve anlaşma olarak akdetmişlerdir.</p> <p>İşbu 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>2. Siparişler</p> <p>2.1. Satın Alma Emri</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 almaları için "Tedarikçi Portalı" üzerinden EDI (vSRM) yoluyla, üretim dışı ve CapEx satın almaları için EDI, SAP, e-posta, faks veya başka herhangi bir elektronik araçla gönderilecektir.</p> <p>2.2. Genel Satın Alma Koşullarının Kabulü</p> <p>İşbu 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 prosedürünün yanı sıra kendisine iletilen "SP Üretim Sistemi" ve "SP Kalite Sistemi"nin şartlarına da uyacaktır.</p> <p>2.3. Tedarikçinin Yükümlülükleri</p> <p>2.3.1. 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, Belgele, Şartnamelere 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 da sağlayacaktır.</p> <p>Tedarikçi, SP'nin, bu hükümlerin ihlalinin kaynaklanan her türlü talep ve zararını karşılayacak, SP'yi bu talep ve zararlardan beri kılacak ve bunlara karşı savunacak, ayrıca bunların getireceği her türlü sonuca katlanacaktır.</p> <p>2.3.2. Tedarikçi, Ürünleri/Hizmetleri, işbu 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>2.3.3. 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 kararı 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>2.3.4. 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>2.3.5. 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 Manufacture ("OEM") production.</p> <p>2.3.6. 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>2.3.7. 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>3. Intellectual and Industrial Property Rights</p> <p>The Supplier shall be personally responsible for the validity of the intellectual and industrial property rights ("IP Rights") related to the Goods/Services. Supplier also guarantees that SP and its customers are free to exploit the Goods/Services with respect to any intellectual or industrial property rights of any third party whether they be patent, trademark, industrial design, copyright or other IP Right. The Supplier shall indemnify and hold SP and its Customers harmless from any complaint, claim or proceedings initiated by a third party for infringement, unfair competition or otherwise in relation to the IP Rights and the Goods/Services.</p> <p>In the event a third party or any authority initiates proceedings requesting that the use, marketing, sale or performance of the Goods/Services be stopped, limited, seized or modified, the Supplier shall be solely liable for the consequences resulting from such proceedings including the payment of damages and any negative effect they might have on SP's corporate reputation.</p> <p>The Supplier shall indemnify and compensate SP for all damage sustained as a result of the partial or total failure to perform any contract(s) binding SP to its customer(s) in relation to the Goods/Services, including any damage payments that SP might be obligated to pay its customer(s) for failing to fulfill its commitments and the extra cost caused by any modification needed for the Goods/Services and/or the tools involved.</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>2.3.4. 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>2.3.5. Handelt es sich bei den von SP gekauften Waren um Erstausrüstungs- oder Erstausrüstungsersatzteile, so hat der Lieferant die Waren/Dienstleistungen für die Erstausrüstungsersatzteile ("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>2.3.6. 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>2.3.7. 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 Leitungsunterbrechungen 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>3. Rechte an geistigem und industriellem Eigentum</p> <p>Der Lieferant ist persönlich für die Gültigkeit der geistigen und industriellen Eigentumsrechte im Zusammenhang mit den Waren/Dienstleistungen verantwortlich. Der Lieferant garantiert außerdem, dass SP und seine Kunden die Waren/Dienstleistungen im Hinblick auf geistige oder industrielle Eigentumsrechte Dritter, seien es Patente, Marken, gewerbliche Muster, Urheberrechte oder andere geistigen und industriellen Eigentumsrechte, frei verwerten können. Der Lieferant stellt SP und seine Kunden von allen Klagen, Ansprüchen oder Verfahren frei, die von Dritten wegen Verletzung, unlauterem Wettbewerb oder anderweitig in Bezug auf die geistigen und industriellen Eigentumsrechte und die Waren/Dienstleistungen erhoben werden.</p> <p>Für den Fall, dass ein Dritter oder eine Behörde ein Verfahren einleitet, in dem die Unterlassung, die Einschränkung, die Beschlagnahme oder die Änderung der Nutzung, der Vermarktung, des Verkaufs oder der Erbringung der Waren/Dienstleistungen gefordert wird, haftet der Lieferant allein für die sich aus einem solchen Verfahren ergebenden Folgen, einschließlich der Zahlung von Schadensersatz und etwaiger negativer Auswirkungen auf den Ruf von SP.</p> <p>Der Lieferant hält SP schadlos und entschädigt SP für alle Schäden, die infolge der teilweisen oder vollständigen Nichterfüllung von Verträgen zwischen SP und seinen Kunden in Bezug auf die Waren/Dienstleistungen entstehen, einschließlich aller Schadensersatzzahlungen, die SP seinen</p>	<p>hakkına sahip olacaktır.</p> <p>Tedarikçi Ürünler/Hizmetler veya Siparişle ilgili her türlü bilgiyi verecek ve Ürünler bakımından, bunların menşei ülkesini ve bunlarda kullanılan malzemelerin bileşimini doğrulayacaktır.</p> <p>2.3.4. Tedarikçi, Ürünleri/Hizmetleri, SP'den önceden yazılı izin almaksızın, özellikle üretiminde kullanılan herhangi bir bileşeni (bileşenleri), malzemeyi (malzemeleri) veya süreçleri değiştirerek veya üretim yerini değiştirerek herhangi bir şekilde modifiye etmeyecektir.</p> <p>2.3.5. SP tarafından satın alınan Ürünlerin orijinal ekipman veya orijinal ekipman yedek parçalarına ilişkin olması durumunda Tedarikçi, 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 ihtiyaçlarını teslim ve ifa edecektir.</p> <p>2.3.6. Ürünlerin ve bunların monte edildiği SP'nin sahip olduğu ürünlerin rekabet düzeyini yakalamak amacıyla, Tedarikçi, üretkenlik düzeyini sürekli artırma amaçlı önlemler uygulayacaktır. Bu madde kapsamında Ürünlerle ilişkin asgari yıllık üretkenlik düzeyi karşılıklı mutabakata varılarak belirlenecektir.</p> <p>2.3.7. Tedarikçi her bir Kapalı Siparişte belirtilen son teslim ve ifa tarihlerine veya herhangi bir Açık Sipariş için Hammadde satın alımları bakımından "Tedarikçi Portalı" 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 uyacaktır.</p> <p>SP'nin önceden yazılı onayı alınmaksızın erken teslimat veya ifa kabul edilmeyecek ve bundan kaynaklanan masraflar Tedarikçi tarafından karşılanacaktır.</p> <p>Tedarikçi, herhangi bir son teslimat ve ifa tarihine uymaması sebebiyle SP'nin tesislerindeki veya onun bir müşterisinin (müşterilerinin) tesislerindeki hat kesintisinden / üretim bandının kesintisi uğramasından kaynaklanan zararlar dahil olmak üzere, SP'nin bu gecikme nedeniyle uğrayacağı her türlü zararını tazmin ve telif edecektir.</p> <p>Tedarikçinin, Ürünleri/Hizmetleri tedarik veya ifa edememesi durumunda, SP, her türlü hat kesintisini veya Müşterilerinin yaşayabileceği her türlü zorluğa önmek amacıyla bir üçüncü şahıs tedarikçinin Ürünleri/Hizmetleri temin veya tedarik veya ifa etmesini isteyebilir. Ürünlerin/Hizmetlerin bir üçüncü şahsa tedarik veya ifa ettirilmesinden kaynaklanan tüm ek masraflar Tedarikçi tarafından karşılanacaktır.</p> <p>3. Fikri ve Sınai Mülkiyet Hakları</p> <p>Tedarikçi, Ürünler/Hizmetlere ilişkin fikri ve sınai mülkiyet haklarının geçerliliğinden şahsen sorumlu olacaktır. Tedarikçi; aynı zamanda SP'nin ve onun müşterilerinin Ürünler/Hizmetler üzerindeki üçüncü şahıslara ait olan her türlü fikri ve sınai mülkiyet haklarına, bunların patent, ticari marka, endüstriyel tasarım, telif hakkı veya başka bir fikri ve sınai mülkiyet hakkı olmasına bakılmaksızın faydalanmakta serbest olduğunu da garanti etmektedir. Tedarikçi, SP'yi ve onun müşterilerinin Fikri ve Sınai Mülkiyet Hakları ve Ürünler/Hizmetlere ilişkin olarak bir üçüncü şahsın ihlal, haksız rekabet veya başka bir nedenle ileri sürdüğü her türlü şikâyet, talep, dava veya icra takibinden beri çıkacak ve onların bu konudaki zararlarını tazmin edecektir.</p> <p>Bir üçüncü şahsın veya herhangi bir yetkili makamın Ürünlerin/Hizmetlerin kullanımının, pazarlanmasının, satışının veya ifasının durdurulmasını, sınırlandırmasını, bunlara el konmasını veya bunların modifiye edilmesini talep etmesi durumunda, Tedarikçi, talep edilen her türlü tazminatı ödemek ve SP'nin kurumsal itibarına gelebilecek her türlü olumsuz etki de dahil olmak üzere, bu işlemlerin yol açacağı sonuçlardan münferiden sorumlu olacaktır.</p> <p>SP'nin taahhütlerini yerine getirmediği için müşterisine (müşterilerine) ödemek zorunda kalacağı her türlü tazminat ve Ürünler/Hizmetler ve/veya araçlar için ihtiyaç duyulan her türlü modifikasyondan kaynaklanan ek maliyetler dahil olmak üzere, Tedarikçi, SP'yi Ürünler/Hizmetlere ilişkin olarak müşterileri karşısında bağlayan her türlü sözleşmenin kısmen veya tamamen yerine getirilmemesi sonucunda SP'nin katlandığı tüm zararları tazmin edecektir.</p>
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<p>4. Prices, Invoicing, and Payment Terms</p> <p>4.1. Prices</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>4.2. Invoicing and Payment Terms</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 ninety (90) days 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>5. Packaging and Shipping Documents</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>6. Delivery</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>4. Preise, Rechnungsstellung und Zahlungsbedingungen</p> <p>4.1. Preise</p> <p>Es gelten die in der Bestellung angegebenen Preise. Sie sind verbindlich und verstehen sich in Bezug auf die Waren "Liefervorzollung 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>4.2. Rechnungsstellung und Zahlungsbedingungen</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 (90) Tagen 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>5. Verpackung und Versandpapiere</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>6. Lieferung</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>4. Fiyatlar, Faturalandırma ve Ödeme Koşulları</p> <p>4.1. Fiyatlar</p> <p>Geçerli fiyatlar, Siparişte belirtilen fiyatlar olacaktır. Bu fiyatlar kesin olacaktır ve Ürünler bakımından "Gümrük Vergisi Ödenmiş Olarak Teslim" veya "DDP" (ICC Incoterms 2020'da tanımlandığı şekilde) olarak anlaşılacaktır.</p> <p>Tarafra önceden açıkça yazılı olarak anlaşmadıkça fiyatlar değiştirilemez.</p> <p>Tarafra'nın hiçbirini yıllık fiyat görüşmeleri devam ederken bir Siparişin yerine getirilmesini durduramaz. Taraflarca fiyatların değiştirilmesine ilişkin yazılı mutabakat sağlanana kadar Siparişte belirtilen fiyatlar geçerli olmaya devam edecektir.</p> <p>Tarafra'nın fiyatlarda anlaşma sağlayamaması halinde Tedarikçi, SP'nin ticari faaliyetlerini sektöre uğratmayacak şekilde yeni bir tedarikçi bulana kadar geçerli fiyatlardan tedarik etmeye devam edecektir.</p> <p>4.2. Faturalandırma ve Ödeme Koşulları</p> <p>Bir Siparişte yer verilen ve Ürünlerin/Hizmetlerin referans numaralarının belirlenmesini ve doğrulanmasını sağlayan tüm ayrıntırlar ilgili faturada açıkça gösterilmelidir. Fatura, Siparişin ön yüzündeki SP adresine gönderilmelidir.</p> <p>Başka bir şart öne sürülmediği sürece, Ürünler/Hizmetler için faturanın tebliğ tarihini takip eden (90) gün 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>5. Ambalajlama ve Sevkiyat Belgeleri</p> <p>Tedarikçi, Ürünlerin kusursuz koşullarda teslim edilmesini sağlamak için, bunları, ilgili Ürünün türüne uygun hale getirilmiş ambalaj içinde, sevk edilmesi ve depolanması için muntazam biçimde teslim edecektir.</p> <p>Ambalajlanan her birimin üzerinde yürürlükteki sevkiyat yönetmelikleri kapsamında gereken notlar ve depolama için gereken özel koşullara ilişkin her türlü talimat okunaklı olarak bulunmalıdır. Ambalajlanan birimin üzerindeki notlar şu bilgileri 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 aslının aynı iki (2) kopyası verilmeli ve bu kopyalar Ürünlerin ve bunların miktarının ve ilgili ise her türlü malzeme güvenlik bilgi formunun doğrulanmasını sağlamalıdır. Tedarikçi gereken Menşee Belgesini de sunacaktır.</p> <p>Ürünlerin uygunsuz veya yetersiz ambalajlanması halinde, Ürünlerde meydana gelen her türlü zarara (kırlma, eksik parça, kısmi hasar, vs.) ilişkin mali sorumluluk Tedarikçi'ye ait olacaktır.</p> <p>6. Teslimat</p> <p>6.1. Ürünler Siparişte belirtilen teslimat yerine teslim edilecek ve Hizmetler Siparişte belirtilen ifa yerinde ifa zurtilecektir.</p> <p>6.2. Ürünler bakımından SP taşıma yöntemini, ambalajlanan birim türü ve sayısını ve bunların teslim belgelerini ve her sevkiyatla birlikte verilecek diğer tüm belgeleri belirleyebilir.</p> <p>SP, son teslim / ifa tarihine uyulmaması veya teslimatın / ifanın eksik olması veya sipariş verildenden daha fazla Ürün içermesi veya Siparişe 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/performance 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 entsprechen wird.</p> <p>6.3. Verweigte Waren sind innerhalb einer angemessenen Frist nach dem Lieferdatum auf eigene Kosten und Gefahr an den Lieferanten zurückzusenden.</p> <p>6.4. Der Lieferant hat SP für alle Kosten oder Schäden zu entschädigen, die sich aus der Nichterfüllung der Verpflichtung des Lieferanten ergeben, Waren/Dienstleistungen zu liefern/zu erbringen, die genau der Bestellung entsprechen (solche Kosten können u.a. sein: Kosten für Ausschuss, Lagerung, Sortierung, Kosten für Leiharbeitskräfte, Nacharbeitskosten, Bruch von Werkzeugen, Ausfälle und/oder Anlagenstillstände bei SP oder den Einrichtungen des Kunden, Serviceaktionen, Vertragsstrafen, Bestellung von Waren/Dienstleistungen oder Werkzeugen bei einem Dritten usw.).</p>	<p>6.4. Tedarikçi, Siparişe tamamen uygun olarak Ürünleri/Hizmetleri teslim / ifa etme yükümlülüğünü yerine getirmeye, SP'nin bundan kaynaklanan her türlü masraf ve zararını tazmin ve telafi edecektir. (Sayılanlarla sınırlı olmaksızın bu masraflar sunuları 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 şahıstan Ürünleri/Hizmetleri sipariş etme, vs.).</p> <p>SP, teslimatın / ifanın zamanında yapılmaması durumunda Sipariş Madde 13.2'ye göre iptal etme hakkına sahip olacaktır.</p>
<p>7. Warranties</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>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>Bei verspäteten Lieferungen/Leistungen hat SP die Möglichkeit, den Auftrag gemäß Artikel 13.2 zu stornieren.</p> <p>7. Garantien</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>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. Taahhütler</p> <p>7.1. Siparişte ve Belgelerde belirtilen şartları karşılayan Ürünlerin/Hizmetlerin temini veya ifası konusunda tüm sorumluluk, alanda bir uzman olan Tedarikçiye aittir. Tedarikçi Ürünler/Hizmetler ile ilgili olarak tamamıyla ve kesin bir yükümlülük altında bulunmaktadır. Tedarikçi bunların tasarımından, üretimlerinde uygulanan süreçlerden, üretimleri için uygulanan teknik seçimlerden, ifa edilme yöntemlerinden ve bunlar için belirlenmiş olan amaca uygunluklarından tamamen kendisi sorumludur. Tedarikçi bu yükümlülüğünün kesinlikle bilincinde olduğunu ve SP'nin Ürünlerin/Hizmetlerin geliştirme aşamasında bilgi vermiş ve yardımda bulunmuş olsa dahi bu yükümlülüğün azalmayacağını taahhüt etmektedir.</p> <p>Tedarikçi, Ürünlerin/Hizmetlerin teslim / ifa tarihinden itibaren, Ürünler/Hizmetler konusunda ilgili kusurunu tasarımdaki bir hatadan, materyallerden veya üretimden veya ifa edilme yönteminden kaynaklanmasına bakılmaksızın, Siparişe ve/veya Belgelere herhangi bir şekilde aykırılığın söz konusu olmayacağını, yani genel olarak bu ürünlerde hiçbir gizli veya açık ayıp bulunmayacağını 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>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 seinen 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>7.2. SP'nin, bir müşterisinin (müşterilerinin) veya herhangi bir yetkili makamın Ürünlerin kullanılmasını veya ürünün geri çağırılmasını toplatılmasına karar vermesi durumunda Tedarikçi, katılan tüm zararı tazmin ve telafi edecektir.</p> <p>7.3. Tedarikçinin Ürünleri/Hizmetleri herhangi bir kusur bulunmayacak şekilde teslim / ifa etme yükümlülüğünü ihlal etmesinden veya bu durum sonucu olarak SP'nin müşterisine (müşterilerine) karşı olan yükümlülüklerini herhangi bir şekilde ihlal etmesinden kaynaklanan durumlarda, Tedarikçi, SP'yi, her türlü zarar, şahsi yaralanma, SP'nin itibarına verilen her türlü zarar da dâhil olmak üzere maddi, dolaylı ve arzi zararlardan beri kılacak ve SP'yi bunlara karşı savunacak ve SP'nin bu durumlar sonucu ortaya çıkan her türlü doğrudan ve dolaylı zararını tazmin ve telafi edecektir. Bu yükümlülük, kusurlu Ürünlerin/Hizmetlerin maliyetinin karşılanması veya ücretsiz olarak değiştirilmesi, işçilik maliyetleri, sınıflandırma, geçici masraflar, istisnai nakliye, SP'de veya onun müşterisinin (müşterilerinin) tesislerinde hat kesintisi, hizmet kampanyaları, ürün toplamları, cezalar, bir üçüncü şahıstan aletler, vs. dâhil olmak üzere Ürünlerin/Hizmetlerin bir üçüncü şahsa sipariş edilmesinden kaynaklanan maliyetleri içerebilecek, ancak bunlarla sınırlı olmayacaktır. Bu yükümlülüğü sınırlandırılabilecek veya azaltılabilecek her türlü hüküm geçersizdir.</p>
<p>8. Insurance</p> <p>The Supplier shall take out an all-risk insurance policy all-risk insurance policy that covers Goods/Services 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>Such insurance policy shall in no event constitute a limitation of the Supplier's liability to SP or third parties.</p>	<p>8. Versicherung</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>Eine solche Versicherungspolice stellt in keinem Fall eine Beschränkung der Haftung des Lieferanten gegenüber SP oder Dritten dar.</p>	<p>8. Sigorta</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 oluşabilecek her türlü zararlar ve bunların herhangi bir nedenle zamanında SP'ye teslim edilememesi durumlarını da kapsayacak şekilde bir all risk sigorta poliçesi akdedecek ve SP'nin herhangi bir talebi halinde sigorta poliçesini SP'ye ibraz edecektir.</p> <p>Bu sigorta poliçesi hiçbir durumda Tedarikçinin SP'ye veya üçüncü şahıslara karşı olan yükümlülüğünü sınırlandırmayacaktır.</p>
<p>9. Non-transferrability - Subcontracting</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>9. Nichtübertragbarkeit - Unterauftragsvergabe</p> <p>9.1. Der Lieferant darf einen Auftrag ohne vorherige</p>	<p>9. Devredilemezlik - Alt Sözleşme Akdetme</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>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>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>10. Confidentiality</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>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>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>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>10.3. 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>11. Transfer of Ownership/Risks</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>Any stipulation by the Supplier which reserves ownership of the Goods or their sub-components 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>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>Supplier shall give SP the possibility of testing the Goods without said testing limiting in any way the Supplier's</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>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>9.3. 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>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>10. Vertraulichkeit</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>Zu den Informationen gehören auch die Informationen, von denen die Angestellten oder Beauftragten, Lieferanten, Unterauftragnehmer, Vertreter und/oder ständigen oder vorübergehenden Mitarbeiter des Auftragnehmers während der Ausführung des Auftrags Kenntnis erhalten können.</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>Ein Verstoß gegen diese Geheimhaltungsverpflichtung kann neben dem Recht auf Schadensersatz 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. Eigentumsübergang/Risiken</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>Jedliche Vereinbarung des Lieferanten, die das Eigentum an den Waren oder ihren Teilkomponenten vorbehalten, 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>11.2. 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>kısmını, SP'nin önceden açıkça verilmiş yazılı izni olmaksızın devredemez. Tedarikçi, tüm kalıplar, aletler, ölçü aletleri ve diğer spesifik ekipmanları münhasıran SP için kullanabilecek olup üçüncü kişiler için kullanmayacaktır.</p> <p>9.2. Tedarikçinin doğrudan veya dolaylı kontrolünün değiştirilmesi veya işletmesinin satılması veya devredilmesi durumunda, SP'nin işleme alınmış olan Siparişleri Madde 13.2'ye uygun bir şekilde iptal etme hakkı bulunacaktır.</p> <p>9.3. SP'nin önceden açıkça verilmiş yazılı izni olmaksızın, Sipariş, kısmen veya tamamen, doğrudan veya dolaylı olarak Tedarikçi tarafından alt yüklenicilere verilemez.</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 sorumlu olacaktır. Tedarikçi SP'ye alt yüklenicilerin her türlü talebinden veya alt yüklenicilerden kaynaklanan her türlü talepten beri kılacak ve bu durumlarda SP'nin uğradığı zarar tazmin ve telafi edecektir.</p> <p>10. Gizlilik</p> <p>10.1. Bilgilerin nasıl verildiği (sözlü, yazılı veya başka bir şekilde) dikkate alınmaksızın, teknik, endüstriyel, ticari veya finansal bilgiler dahil olarak, ancak bunlarla sınırlı olmamak kaydıyla, SP'nin veya onun iştiraklerinden veya temsilcilerin birinin Tedarikçiye verdiği tüm bilgiler ("Bilgiler") gizli bilgi olarak kabul edilecektir. Tasarımlar, çizimler, tarifler, şartnameler, raporlar, mikrofilm, bilgisayar diskleri, yazılım ve bununla bağlantılı belgeler, numuneler, prototipler, vs. bu kapsamdadır, ancak bunlarla sınırlı değildir.</p> <p>Bilgiler aynı zamanda Tedarikçinin çalışanlarının veya araçlarının, tedarikçilerinin, alt yüklenicilerinin, temsilcilerinin ve/veya kalıcı ya da geçici iş ortaklarının Siparişin yerine getirilmesi sırasında edinebilecekleri bilgileri de kapsayacaktır.</p> <p>10.2. Bilgiler yalnızca Siparişle bağlantılı olarak kullanılabilir. Tedarikçi, Bilginin bir üçüncü şahsa açıklanmamasını veya ifşa edilmemesini sağlamak için gereken tüm önlemleri alacaktır.</p> <p>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>10.3. Gizlilik yükümlülüğü bir Siparişin feshinden veya yerine getirilmesinden itibaren on (10) yıl süreyle yürürlükte kalacaktır. Bir Siparişin yerine getirilmesi tamamlandığında, Tedarikçi, Siparişe ilgili tüm belgeleri, gizli olup olmamalarına bakılmaksızın, SP'nin aksı yönde önceden açıkça verilmiş yazılı izni olmadığı sürece hiçbir kopyası bulundurulmaksızın ilk talep edildiğinde SP'ye iade edecektir.</p> <p>11. Mülkiyetin/Risklerin Devri</p> <p>11.1. Tedarikçinin ürettiği her türlü Ürünün mülkiyeti, en geç tamamlandıkları tarihte SP'ye devredilecektir. Ürünleri üretmek için kullanılan hammaddelerin ve yarı bitmiş alt bileşenlerin mülkiyeti, Tedarikçi tarafından satın alındıklarında veya üretim anında SP'ye devredilecektir.</p> <p>Ürünlerin veya onların alt bileşenlerinin mülkiyetinin Tedarikçi tarafından saklı tutulduğuna dair her türlü şart geçersiz olacaktır. Tedarikçi Ürünleri SP'nin mülkü olarak tanımlamak ve açıkça fark edilebilmeleri için onları ayırtmak amacıyla her yolu kullanacaktır.</p> <p>11.2. SP, Siparişin yerine getirilmesi sırasında ve teslimden önce, Tedarikçinin veya varsa onun alt yüklenicilerinin tesislerinde Ürünlerin tüm üretim süreçlerini ve Ürünlerin kendisini denetleme hakkını saklı tutar. Tedarikçi, SP'ye tesislerini istediği zaman serbestçe girme hakkı verecek ve alt yüklenicilerinin tesislerini SP'nin serbestçe girebilmesini sağlayacaktır.</p>
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<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><u>12. Molds, Tools, and Other Specific Equipment</u></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>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>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>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><u>13. Termination - Cancellation</u></p> <p><u>13.1. Termination</u></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>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>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>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>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><u>12. Formen, Werkzeuge und andere spezifische Ausrüstung</u></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>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 entfernbarem 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>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>Der Lieferant schließt alle erforderlichen Versicherungen zur Deckung von Risiken und Schäden ab, die die Geräte Dritten zufügen können, und legt auf erstes Anfordern des SP eine entsprechende Versicherungspolice vor.</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><u>13. Kündigung - Stornierung</u></p> <p><u>13.1. Kündigung</u></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>SP kann eine offene oder geschlossene Bestellung unter Einhaltung einer dreimonatigen Kündigungsfrist auf dem geeignetsten Weg kündigen.</p> <p>Die Kündigungsfrist kann im Falle eines Notfalls verkürzt werden.</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>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>Tedarikçi, SP'ye, Tedarikçinin yükümlülük ve taahhütlerini hiçbir şekilde sınırlandırmayacak şekilde Ürünleri test etme imkanı tanyacaktır.</p> <p>11.3. Ürünlerin hasar veya zarar görmesi riski ilgili ICC Incoterms (2020)'e göre Tedarikçiden SP'ye devredilecektir.</p> <p><u>12. Kalıplar, Aletler ve Diğer Spesifik Ekipman</u></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 geçerli olacaktır. İlgili fikri ve sınai mülkiyet hakları da bu kapsamdadır. SP'nin sağladığı ve bu kapsama giren her türlü Ekipman, Ürünlerin üretimi için gereken materyallerin esaslı parçasını oluşturmamaktadır ve SP'nin fikri ve sınai mülkiyet haklarının korunmasıyla bağlantılıdır.</p> <p>Her durumda, spesifik bir kredi sözleşmesi veya emanet bordrosu olmamasına rağmen, Ekipmanın, Siparişle ilgili amaçlar doğrultusunda Tedarikçinin tesislerinde emaneten (ödünç) bırakıldığı düşünülecektir. Ekipman yalnızca Siparişle ilgili ihtiyaçlar doğrultusunda kullanılabilir olup ödünç verilemez, bir üçüncü şahsın kullanımına sunulamaz, çoğaltılamaz ve kopyalanamaz. Masrafları Tedarikçiye ait olmak üzere, Ekipman, üzerinde "SP'nin malıdır. Satılamaz, devredilemez ve rehin verilemez." yazan, kolayca görünen, sökülmez bir tanıttıcı levhaya işaretlenecek ve rehin ve/veya teminat verilmeyecek ya da ihtiyati haciz tesis edilemeyecektir. Ekipman üzerinde yasal merciler tarafından alınacak kararlar ile haciz uygulanacak istendiği takdirde Tedarikçi bu ekipmanların SP'ye ait olduğunu haciz zaptına beyan ile yükümlüdür. Ekipman herhangi bir zamanda SP tarafından geri alınabilir.</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 yıpranma ve hırpalanma durumunda Ekipmanı değiştirmekten sorumlu olacaktır.</p> <p>Tedarikçi, Ekipmanın üçüncü şahısları maruz bırakabileceği riskleri ve zararları kapsayan gerekli tüm sigorta poliçelerini akdedecek ve SP ilk talep ettiğinde bu sigortaya dair poliçeyi sunacaktır.</p> <p>Siparişin hangi nedenle olursa olsun iptal edilmesi durumunda, Ekipman SP'nin ilk talebi doğrultusunda SP'ye iade edilecektir.</p> <p><u>13. Fesih - İptal</u></p> <p><u>13.1. Fesih</u></p> <p>13.1.1 Açık Sipariş belirsiz bir süre için verilir. Miktarla ilişkin taahhütler, teslimat / ifa taleplerinde belirtilen taahhütlerle sınırlıdır. Bir Açık Siparişte belirtilen miktarlar yalnızca endikatif amaçlıdır.</p> <p>SP, makul olacak şekilde üç ay önceden bildirimde bulunarak Açık veya Kapalı Siparişi feshedebilir.</p> <p>Bildirim süresi acil durumlarda daha kısa tutulabilir.</p> <p>Bildirim süresi boyunca, Siparişler, fesih bildirimimin gönderildiği tarih itibarıyla özellikle fiyatla ilgili olarak yürürlükte olan sözleşme koşullarına uygun bir şekilde yerine getirilecektir. Bir Siparişin feshi, ne sebeple olursa olsun, Tedarikçiye herhangi tazminat ödenmesine veya başka bir ödeme yapılmasına yol açmayacaktır.</p> <p>Bir Siparişin herhangi bir nedenle iptal edilmesi durumunda, Tedarikçi, SP'ye, eksik kalan her türlü Ürünlerin üretimini ve Hizmetlerin ifasını tamamlama veya tamamlama yetkisi vermektedir. Tedarikçi çizimleri, teknik belgeleri</p>
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<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>13.2. Cancellation</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>13.3 Termination of the Agreement</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>13.4 Force Majeure</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>14. Miscellaneous</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>13.2. Stornierung</p> <p>SP kann eine Bestellung nach eigenem Ermessen durch klare Mitteilung an den Lieferanten stornieren, wenn der Lieferant einen Verstoß nicht innerhalb von acht Tagen nach Erhalt der Mitteilung über den Verstoß behebt.</p> <p>Eine solche Stornierung hindert SP nicht daran, andere gesetzlich zulässige Rechtsbehelfe oder Schadensersatzansprüche geltend zu machen.</p> <p>13.3 Kündigung des Vertrages</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>13.3 Höhere Gewalt</p> <p>13.3.1 Wenn eine der Vertragsparteien an der Erfüllung oder Einhaltung einer ihrer Verpflichtungen aus diesem Allgemeinen Geschäftsbedingung 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>14. Sonstiges</p> <p>14.1. Alle Bedingungen in diesem Allgemeine 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'ı 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 yenilenemez.</p> <p>13.2. İptal</p> <p>Tedarikçinin herhangi bir ihlalini bu ihlale ilişkin bildirimini teslim almasından itibaren sekiz gün içinde gidermemesi durumunda, SP, kendi takdirine bağlı olarak, Tedarikçiye açık bir bildirimde bulunmak suretiyle bir Sipariş'i feshedebilir.</p> <p>Bu iptal, SP'nin kanunların izin verdiği başka bir zarar veya tazminat talep etmesine engel olmayacaktır.</p> <p>13.3 Sözleşmenin Feshi</p> <p>13.3.1 SP, işbu Sözleşme'yi herhangi bir gerekçe göstermeksizin 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 fesh tarihine kadar verilen Siparişler, Tedarikçi tarafından yerine getirilecek ve Tedarikçi'nin bu Siparişlere ilişkin yükümlülükleri, SP tarafından aksi belirtilmedikçe devam edecektir.</p> <p>13.3.2 Tedarikçi'nin işbu Sözleşme ve Siparişler'de belirtilen yükümlülüklerine aykırı davranması halinde SP, SP'nin uğradığı zararları yazılı ihbarla talep etme hakkına hâle gelmeksizin işbu Sözleşme'yi derhal feshedebilir. İşbu madde kapsamında Sözleşme'nin feshedilmesi halinde, SP tarafından fesh tarihine kadar verilen Siparişler, Tedarikçi tarafından yerine getirilecek ve Tedarikçi'nin bu Siparişlere ilişkin yükümlülükleri, SP tarafından aksi belirtilmedikçe devam edecektir.</p> <p>13.4 Mücbir Sebepler</p> <p>13.4.1 İşbu Genel Satın Alma Koşullarının imzalandığı tarihte mevcut olmayan ve öngörülemeyen, Tarafların kontrolleri dışında gelişen, ortaya çıkmasıyla taraflardan birinin veya her ikisinin de yüklenicileri borç ve sorumluluklarını kısmen veya tamamen yerine getirmelerini veya bunları zamanında yerine getirmelerini imkânsızlaştıran (tabii afet, savaş, terör, ayaklanma, salgın hastalık mevzuat hükümleri, el koyma veya grev, lokavt, üretim ve iletişim tesislerinde önemli mahiyette arıza, vb.) haller mücbir sebep olarak kabul edilecektir.</p> <p>13.4.2. Sayılan bu hallerin işbu Genel Koşullar çerçevesinde mücbir sebep sayılabilmesi için, tarafların gerekli özen ve dikkati göstermiş ve önlemleri almış olmalarına rağmen, mevcut halden önlenemeyecek veya giderilemeyecek şekillerde etkilenmiş olmaları ve söz konusu halin işbu Genel Koşullar kapsamındaki yükümlülüklerin yerine getirilmesini nitelik, zaman ve/veya maliyet açısından önemli ölçüde etkilenmiş 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'nı feshetme hakkı doğacaktır.</p> <p>14. Çeşitli Hükümler</p> <p>14.1. İşbu Genel Satın Alma Koşullarında Ürünlerin tedarikine ilişkin her türlü koşul, uygun düştüğü ölçüde Hizmetlerin ifasında da uygulanacak; Hizmetlerin ifasın ilişkin her türlü koşul da, uygun düştüğü ölçüde Ürünlerin tedarikinde de uygulanacaktır.</p> <p>14.2. İşbu Genel Satın Alma Koşullarının herhangi bir hükmünün 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 kapsamındaki herhangi bir hakkını kullanmaması, bu haktan</p>
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<p>authorization.</p> <p>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.</p> <p>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".</p> <p>14.7. This General Terms is issued in German, Turkish and English, and in case of a contradiction German version shall prevail.</p> <p>Herein this General Terms of Purchase is consisting of 14 (fourteen) articles, executed and accepted in 2 (two) original copies as from the date of first invoice between parties with free, mutual and collocated decrees of the parties. The Parties shall keep one of the original the copies.</p>	<p>gilt dies nicht als Verzicht darauf und hindert SP in keiner Weise daran, diese Rechte später geltend zu machen oder auszuüben.</p> <p>14.4. Der Lieferant darf ohne vorherige schriftliche Genehmigung von SP nicht auf seine Geschäftsbeziehungen mit SP hinweisen.</p> <p>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.</p> <p>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.</p> <p>14.7. Dieser Allgemeinen Geschäftsbedingungen ist in deutscher, türkischer und englischer Sprache unterzeichnet, und im Falle eines Widerspruchs ist die deutsche Fassung maßgebend.</p> <p>Dieser Allgemeine Einkaufsbedingungen besteht aus 14 (vierzehn) Artikeln und wurde in 2 (zwei) Originalausfertigungen ab dem Datum der ersten Rechnung zwischen den Parteien mit freien, gegenseitigen und abgestimmten Verfügungen der Parteien ausgefertigt und unterzeichnet. Die Parteien bewahren eines der Originale und die Kopie auf.</p>	<p>feragat edildiği şeklinde yorumlanmayacak bu hakkın kullanılmaması SP'nin bu hakları daha sonra ileri sürmesini veya kullanmasını hiçbir şekilde engellemeyecektir.</p> <p>14.4. Tedarikçi SP'nin önceden alınmış yazılı izni olmaksızın SP ile olan ticari ilişkilerini referans olarak göstermeyecektir.</p> <p>14.5. Genel Satın Alma Koşulları, münhasıran Alıcı SP şirketinin (Sipariş Mektubunda Alıcı olarak tanımlanan) yerleşik olduğu yerin yasalarına tabi olacak ve bu yasalara göre yorumlanacaktır. Genel Satın Alma Koşulları ile bağlantılı olarak ortaya çıkan tüm ihtilaflar, Alıcı SP şirket merkezinin bulunduğu yerdeki yetkili mahkemeler tarafından çözülecektir.</p> <p>14.6. Taraflar, işbu Genel Koşulların uygulamasında doğabilecek uyumsuzlukların halinde; SP'nin defter, kayıtları, personel tarafından tutulan notlar, bilgisayar kayıtları ve bunlarla 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" mahiyetinde olduğunu kabul ve beyan ederler.</p> <p>14.7. İşbu Genel Koşullar Türkçe, Almanca ve İngilizce dillerinde imza edilmiş olup, çelişki halinde Almanca versiyonu esas alınacaktır.</p> <p>Tarafların müşterek rıza ve onaylarına dayalı işbu Genel Satın Alma Koşulları 14 (on dört) maddeden ibaret olup, Taraflar arasında ki ilk ticari fatura veya siparişin tarihi itibarı ile geçerli olacak şekilde 2 (iki) asıl nüsha olarak tanzim ve imza edilmiştir. Taraflar birer asıl nüshayı muhafaza edecektir.</p>
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<p>Standard Profil Automotive GmbH on behalf of all subsidiaries</p>	<p>Supplier / Lieferant</p>	
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STANDARD PROFIL

SUPPLIER QUALITY MANUAL

	SUPPLIER		STANDARD PROFIL GROUP	
	Sales Responsible	Quality Responsible	Purchasing Manager	SQ Manager
Name				
Date				
Signature				

STANDARD PROFIL GROUP

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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Annex I- RASI Chart

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 there responsibility to assure that only the latest revision of this Manual is used.

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 includes 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 includes 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

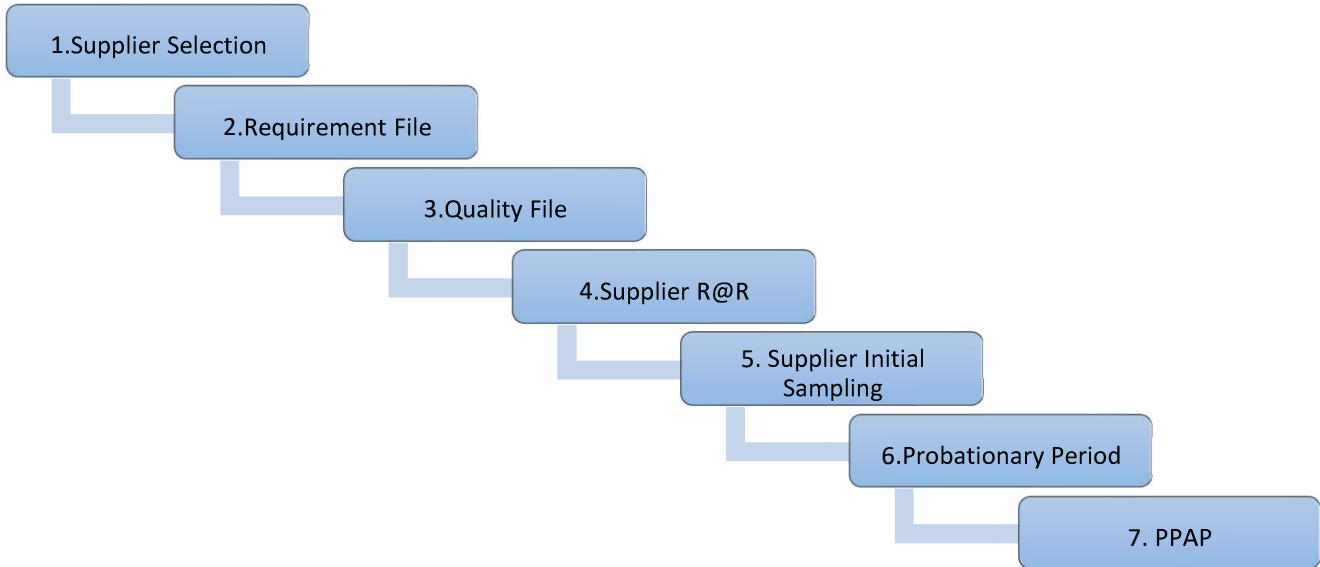
working hours, sense of duty and responsibility . Additionally everyone has the right to freedom of peaceful assembly and to freedom of association.

- 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 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 shall 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.

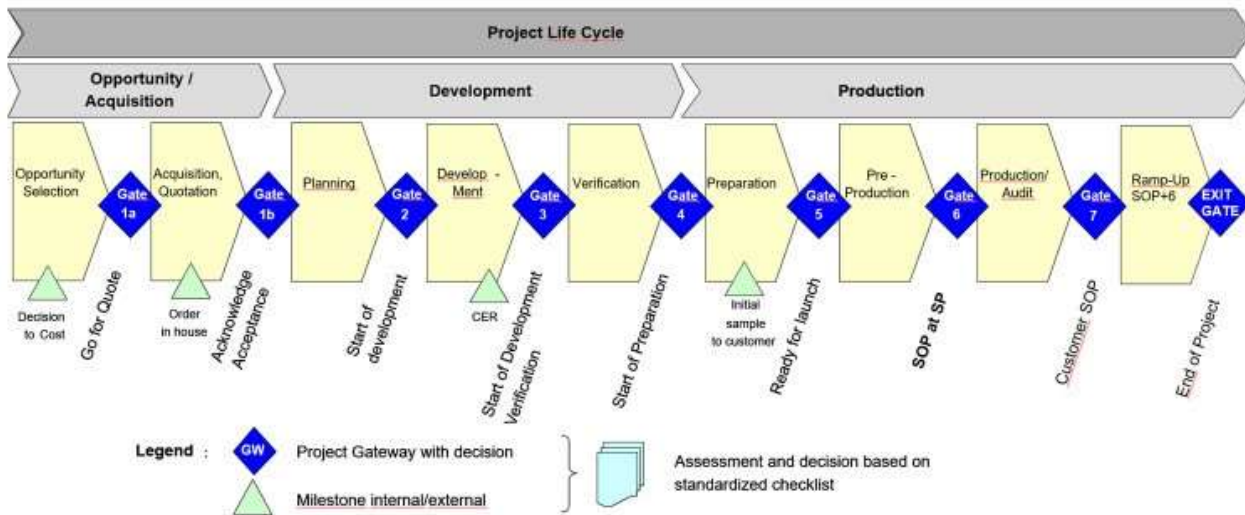


1) Advanced Product Quality Planning (APQP)

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).



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, VDA and OEM specific requirements.

1.1. Evaluated suppliers

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
- Sustainability
- Cost reduction scope
- Competiveness
- Supplier's capacity to communicate
- Supplier's competence and commitment for continuous improvement

Activities

Supplier Selection;

- Evaluation Process by Purchasing Department must be positive.
- Positive Feasibility assessment by SQ. (F-5152)
- Pre-Process audit VDA 6.3 POTI score must be equal or above yellow Level to 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

1.2. Supplier Selection - Requirement File

First step in Standard Profil Group project process is to identify, evaluate and select suppliers.

SP REQUIREMENTS must be communicated to supplier by Purchasing, initially in RFQ phase, so that supplier could elaborate a complete quote, knowing all required activities, tests, specifications and product / process characteristics.

Requirements file identifies Standard Profil Group project and product requirements (technical specifications, special characteristics, project planning, measurement and test equipment, product traceability, OEM Specific Requirements, Packaging / Delivering terms, and general requirements, enabling suppliers to issue a competitive quotation.

In RFQ PHASE, Purchasing informs SQ via cc, in RFQ mails, about potential suppliers being contacted for a given product. Once Purchasing receives quotations and makes an initial screenig of acceptable suppliers, Purchasing communicates results SQ to conduct an initial assessment on feasibility.

SQ will contribute to Sourcing Committee, led by Purchasing, sharing:

- Results of mentioned above SQ feasibility assessment. (F-5152)
- Results of drawing /Technical documentation review (if applicable)

- VDA POTI audit.

Supplier selection will be conducted in SoCo based on Price, Quality and Delivery conditions.

1.3. 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).

1.4. 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.

1.5. 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 responsables and feedback should be provided to Supplier and CPM.



1.6. 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.*

1.7. 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 Safety Data Sheet (SDS), 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. Sustainability.

SP expects suppliers to primarily maintain and guarantee following requirements: (see Annex page #15).

- Supply of raw materials, sourced from sustainably managed renewable resources.
- Manufacturing processes. Clean production, carried out taking into account the reduction of environmental impacts (water and energy consumption, chemical dumping, emissions, etc.). SUPPLIER is recommended to have Environmental management system Certificate (ISO 14001 in the most recent version)
- Supplies of materials. With efficient distribution/transport.
- Product/service life cycle. Recyclable, identified for accuracy segregation, easily repairable.
- Pollution: Comply with CO2 emission regulations, efficiency and renewable energies, reducing energy consumption.
- SUPPLIER is recommended to have Occupational Health and Safety management system Certificate (ISO 4500 in the most recent version)
- Chemical substances. Following points must be considered; BEING NOT an exhaustive list: ○ 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.

- PFAS. Since 2017, perfluorooctane sulfonic acid and its derivatives (PFOS) have been included in the international Stockholm Convention to eliminate their use. A number of PFAS are on the REACH Candidate List of substances of very high concern (SVHC), for example PFOA, perfluorinated carboxylic acids (C9-14 PFCAs) and PFHxS.
- 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. Applicable will be origin, transformation, delivery and end-use country regulations.
- Supplier MUST check in following links Global Automotive Declarable Substance List www.gadsl.org and European Chemicals Agency (ECHA) <https://echa.europa.eu/candidatelist-table> list of prohibited or restricted substances.
- SUPPLIER is required to apply REACH regulation. (See IMDS Chapter below) ○ SUPPLIER ensures that all products and materials supplied to STANDARD PROFIL GROUP should comply with the valid official regulations and related customer requirements.
- Supplier MUST inform about their certified PSCR (Product Safety and Conformity Representative) contact name and contact information to Standard Profil Group.
- SUPPLIER is required to prepare and send HSE material data sheet for all products / materials supplied to STANDARD PROFIL GROUP and proceed to IMDS declaration during PPAP process, before serial production.

1.7.2. REACH Report

Scope of REACH Regulation covers registration, evaluation, authorization and restriction not only for chemical substances and mixtures, but also for chemicals used in manufacturing process. All materials (articles), including those also arriving from outside the European Union to the union borders, are expected to be compliant with the SVCH (Substance of Very High Concern) lists.

Notification and register, for each legal entity, by manufacturing and importing suppliers is mandatory if the chemicals included in this list are present in any Article above concentration of 0.1% by weight.

Supplier must guarantee the declaration is conducted according to applicable last updated Annexes. Supplier MUST check in following links Global Automotive Declarable Substance List www.gadsl.org and European Chemicals Agency (ECHA) <https://echa.europa.eu/candidate-list-table> list of prohibited or restricted substances.

1.7.3. 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.

1.7.4. Material Safety Data Sheet

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

1.7.5. 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 (Cp, Cpk) 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.

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.

2.5. Audits

Standard Profil Group will follow up its GD-SQ-01 group guideline for audit principals and Standard Profil Group have rights to carry out audits at Supplier Plants in order to evaluate the effectiveness of the management system.

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.

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)
- 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 repeatitive issue.

Audits should be onsite but can be changed to online or self assesment 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 from auditor pool.Product/process experts can participate to audits if necessary.

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

Audit report is shared with the supplier within 1 week 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)

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>Customer complaint, including Warranty Returns</i>
C2	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 repeatedly</i>
C3	The problem disrupts production at Standard Profil Group	<i>SP end-of-line rejects, and line disruption.</i>
C4	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 customer complaint is recorded, including warranty return.

Category 2 (C2) Recurrent incident occurring on the same reference, same effect or claimed more than 3/month.

Category 3 (C3) Disruption to Standard Profil Group production lines.

Category 4 (C4) 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. CHARGEBACK

NON-CONFORMITY COSTS	
NOK MATERIAL COST (Raw material, half processed, finished product)	Acc to financial data
SORTING COST FOR REJECTED MATERIALS	27 €/hour/ employee
NIGHT HOUR,EXT.(+50%)	40,5 €/hour/ employee
RENTAL SPACE RATE / SORTING AREA	100 € fee /day
HANDLING COSTS	150 € fee /day
QUARANTINE AREA USE	150 €pallet/fee
NOK MATERIAL DISPOSITION/SCRAP RATE	1 €/Kg
MACHINERY TRIAL + PRODUCTION STOP	Acc. to controlling rate calculation.
ADMINISTRATIVE COSTS FEE	150 €
AUDIT COSTS –In case costs may be applied due to a non conformity, supplier will be prior notified.	
AUDIT COST (Caused by downlevelling supplier A-B, B-C). NOTE : Accomodation, travel, food etc. expenses consisted during audits are invoiced additionally.	400€ (daily/employee)-> abroad. 200€ (daily/employee)-> LOCAL.
LOGISTIC COSTS	
Material Transport (Exchange, return, new delivery planning etc.)	Acc to Logistic Cost
Delivery Papers (Missing or wrong definition etc.)	100 € fee
Disposition (Missing, Extra, Early, Late Delivery)	100 € fee
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.

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. 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.

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 max. each quarter. Suppliers are expected to review their scorecards upon reception and take actions accordingly. In case of escalation, additional process will be initiated.

Score card evaluation will be as shown below table:

EVALUATION CRITERIAS		GRADING	SCORE	
QUALITY		+ 70 Points	70	
Ability	Certificate Management NO IATF 16949 (-10) NO ISO 14001 (-10) <i>If supplier has IATF, scoring will be +25 points. If only ISO 9001,+ 15 points.</i>	+ 25 Points	25	
	Audit Score Green (A) -> 0 Yellow (B) -> -7 Red (C) -> -15	+ 15 Points	15	
	Supplier Quality Manual and Q Agreement not signed by supplier (-5)	+ 5 Points	5	
Performance	8D Performance Closure Time D8 - Preferred <= 30 days, depending on sampling, testing, etc delay.	+ 5 Points	5	
	Quality Claims C1 Customer Complaints(-12) (Includes Warranty) C2 Repetitive Issue (-9) C3 SP Production Line Issue (-6) C4 Incoming Quality Detection (-3)	+ 12 Points	12	
	Not Achieved PPM Target (-8)	+ 8 Points	8	
LOGISTIC		+ 25 Points	25	
Ability	ASN/EDI Capability (-5)	+ 5 Points	5	
	Delivery Performance D1 Repetitive Delays or Delays causing production line stop (-15) D2 Delay not causing line stop (-5)	+ 15 Points	15	
Performance	Logistic Claim (-5)	+ 5 Points	5	
	SUSTAINABILITY	+ 5 Points	5	
KPIs on sustainability report shared by supplier (at least yearly)		+5 Points		
Total Point and Evaluated Group Code		+ 100 Points	100	A

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 as shown below table:

Group Code	Group Name	Evaluation	Target , Actions and Escalation Levels
A	Level 0 <i>Long Term Contract</i>	1) 75 ≤ Total Point ; For special supplier 2) 65 ≤ Total Point ; For catalog supplier	Preferable Supplier
B	Level 1 <i>Need Improvement</i>	1) 60 ≤ Total Point < 75 for special Supplier , 55 ≤ Total Point < 65 for Catalog Supplier 2) Customer Escalation 1 3) Repetitive Issue in last 3 months (*)	Target → A Min Requirements; 1) %100 control min 4 weeks or min 2 shipments by supplier without defect at SP (no repetitive) 2) Escalation letter is shared with supplier. 3) Escalation to Plant Quality Manager and Site Purchasing Manager
C	Level 2 <i>Insufficient Quality System</i>	1) Total Point < 60 for special supplier, Total Point < 55 for catalog supplier 2) Customer Escalation 2 3) Repetitive Issues during Level 1 if continue in rolling 3 months.	Target → B → A Min Requirements; 1) %100 control min 4 weeks or min 2 shipment by supplier without defect at SP and %100 control by 3rd party controls without repetitive issue. 2) Escalation letter is shared with supplier, action plan and exit criteria will be defined at kick off meeting and regular meetings will be set. 3) Escalation to Group SQ Manager & Group Commodity Director 4) Onsite audit should be performed.
NBH	NBH <i>Insufficient Supplier</i>	1) No improvement in last 1 year during Level 2) Violation of Trust 3) No Q Certification	Target → B → A 1) 3rd party controls at Supplier Plant or SP Plant 2) Escalation to VP Quality & Group Purchasing Director/ High Level Meeting will be established in order to get action plan by Supplier Top Management 3) Alternative supplier study should be activated.

* Suppliers providing catalogue products are excluded from escalation L1 due to missing IATF or ISO 14001 and signed QAgreement.

** If Supplier do not meet one of the evaluation requirement in consecutive min 2 months then SQ have rights to downgrade the level.

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.

4) General Items

4.1. Confidentiality

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

4.3. 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.

4.4. 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.

Annexes:

#1

SUPPLIER QUALITY RASI CHART

**Supplier Quality Agreement on the responsibility matrix
OEM Customer /Standard Profil(SP) / Supplier**

OEM company :		Standard Profil, as Tier 1		Supplier, as Tier 2	
Name:		Name:		Name:	
Title:		Title:		Title:	
Date:		Date:		Date:	
Signature :		Signature :		Signature :	

Matrix of roles and responsibilities
R : is Responsible for the activity A: Approval/Validation S : Supports the activity I : is Informed C : Cooperation
Liability is on min 2 company (Tier 1 & Tier 2) if it is not OEM directed supplier. Responsible is written with "R" in below table.

	Tier 1 (SP-Intercompany Responsibility)													Tier-1 (SP)	Tier-2	Observations - Comments - Detailed explanation
	OEM	PUR	PD	PM	OPM	QM	SQ	R&D	Prod.	QC	QMP/LAB	HSE	SC			
1 - APQP																
1.1 Supplier Selection & Approval																
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) (Inc. 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 /KKDK (Turkish reach)		R					I				S	C1		R	C	
1.2. Requirement File																
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			S1			R2	C	
Customer Specific Requirement File (Incl. Q1 MPL Requirement file if it is 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	I	S		C1					R2	C	
Production Feasibility Study/Capacity Study	A1	A2	C	I	I			A3						A2/3	R	
1.3. Quality File																
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			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	
1.4. Supplier Full Day Production Run@Rate																
Full day production run (R@R)	R1	C	S			I	R3						I	R3	R2	
Process Audit		I	I			S	R			S			I	R	C	
1.5. Supplier Initial Sampling																
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	
1.6. Probationary Period																
Incoming Quality Results		I				C	I	S			R			R	I	
Production Trials and Results	A	I		S		R1	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	
1.7. Production Part Approval Process(PPAP)																
Full PPAP Approval	A1	I	C2	C3	C1	A2	R	S			C4			A2	R	
2 - SERIAL PHASE																
2.1. Deviation Request																
Deviation Request by Supplier	A1	I	C1	C2	S	R1	R2	S		I				A2	R	
Corrective actions and implementation		I	I	I	S	C	A							A	R	
2.2. Change Management (preserial / serial)																
Change request by Supplier/SP		I	S	R	I	C1	C2	C4		I	I			C	R	**Requester should fulfill the "PDTP" / Change management procedure M4025
Evaluation of requested change by Supplier/SP		C3	S	R	I	C1	C2	C4		I	I			I	R	C
Customer Approval	A	I	C3	R	I	C1	C2	C4		I	C5			I	A	C
Process Audit		I	I			S	R			S				I	R	C
PPAP Approval	A1	I	C2	C3	C1	A2	R	S						A2	R	
2.3. Management System Requirement																
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 (I.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	
2.4. Subsupplier Management																
Monitoring Sub-supplier performance (for Supplier)		C2				I	C1							I	R	
2.5. Audits																
Planning and performing of the audits		S				C	R							R	C	
2.6. Claim Management																
Initial analyse and sharing with SQ						C	A	S	R2	R1				I	R	-
Definition of claims/incidents and sharing with supplier	R1	I				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	
3 - PERFORMANCE MANAGEMENT																
Target letter sharing with supplier	R1	S				I	R2						C	R2	I	
Scorecard reporting	R1	I				S	R2			I			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	