

1. GENERAL

1.1 These general terms and conditions of purchase ("GTP") apply to all orders issued in writing by the company of the APTARGETGROUP specified at the bottom of each page ("Aptar") in order to purchase any products ("Product(s)") and/or services ("Service(s)") from any of its suppliers ("Supplier"). The GTP shall prevail over all terms and conditions of sale or any document unilaterally transmitted by the Supplier, deviating from or contrary to the GTP and not expressly accepted by Aptar in writing.

1.2 Any failure or delay to exercise any right or remedy under the GTP or by law shall not be deemed as a waiver by Aptar of any subsequent breach or default. Similarly, it shall not constitute a restriction to further exercise that right or remedy or any other right or remedy.

1.3 If any court or competent authority finds that any provision of the GTP (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the GTP shall not be affected.

2. ORDERS

2.1 All orders shall be issued by Aptar in the form of a purchase order, irrespective of the method of transmission (by letter or fax, or via email or the Internet) ("Order").

2.2 The Order comprises but is not limited to: (i) the special terms and conditions of the Order, (ii) the technical terms and conditions or the specifications of the Order ("Specifications") where applicable, (iii) these GTP and (iv) any appendices. In the event of any discrepancies between the provisions of one or more documents comprising the Order, the order of priority is as set out above.

2.3 The Supplier shall acknowledge receipt of the Order issued by Aptar within twenty-four (24) hours; if not, the Order will be considered accepted. Any modification made to the Order by the Supplier shall not be binding upon Aptar unless expressly agreed between the parties. Furthermore, until the Supplier has acknowledged receipt of the Order, Aptar reserves the right to modify it.

3. DELIVERY / SHIPPING DOCUMENTS

3.1 Incoterm

Unless stipulated otherwise, purchases of Products are DAP (Incoterms 2010) at Aptar location stated in the Order.

3.2 Delivery time

The Supplier shall deliver the Products or make them available and perform the Services within the time limits stated in the Order or, where applicable, in the Specifications. Time is of the essence for the Supplier's delivery and performance obligations. Delivery of the Products shall occur when the Supplier completes its delivery obligations in accordance with the Incoterm set out in article 3.1.

3.3 Quantities delivered

The quantities of Products delivered must comply with those stated in the Order or, where applicable, in the Specifications.

3.4 Shipping documents

All deliveries of Products should be accompanied by a document ("Delivery Note") stating the Order number, Product description, Product Aptar code, the quantity delivered and the amount outstanding to be delivered later. The Delivery Note should also contain any information usually indicated for the relevant Product. Any Product delivery or any performance of Service should also be accompanied by any other document mentioned in the Specifications and/or required by the applicable laws and regulations in Türkiye or the relevant country of delivery.

3.5 Failure to meet delivery deadlines

As soon as the Supplier is aware of a risk of delay in the delivery of the Products or in the performance of the Services, the Supplier shall inform Aptar of this immediately. Without prejudice to any other rights to claim damages or to enforce any other remedy provided by law, if delivery of the Product or performance of the Services is not made in the quantities and/or within the required time, Aptar, after having granted to Supplier, in writing and as deemed appropriate, an additional reasonable time for delivery of the Products or performance of the Services, reserves the right to: (i) apply a contractual penalty of 0.5% per day of delay, with a maximum of 10% of the total amount of the Order, and/or (ii) to cancel the Order, in whole or in part, and/or (iii) to procure goods or have the services provided by another supplier at the expense and risk of the Supplier. If, in order to limit the delay, delivery is made by a faster means of transport, its extra cost shall be borne by the Supplier. All of the sums due by the Supplier due to failure to meet the delivery deadlines shall be recovered by Aptar by any legal means. The above provision apply in the same way as in the event of failure to meet delivery deadlines for replacement Products or re-performing non-conforming Services in accordance with article 8.1 below. No early delivery will be accepted without Aptar's express and prior written consent.

4. PRICES / INVOICING / PAYMENT TERMS

4.1 Prices

Unless agreed otherwise, the prices indicated in the Order are fixed and cannot be revised. Unless stated otherwise, prices are free of value added tax but include all packaging, shipping costs and expenses, import taxes and customs clearance.

4.2 Invoicing

The Supplier will be entitled to invoice Aptar for the Products and Services following delivery of the Products or performance of the Services. Each invoice shall be sent in one single copy to (or electronically if permitted by applicable law) the Aptar invoicing address that appears on the Order and shall contain the Supplier's bank account details. Invoices shall be issued in the currency of the Order. In the event that the purchase concerns Services provided in several stages, each stage will lead to the issue of an invoice.

4.3 Payment Terms

Unless agreed otherwise, Aptar shall pay all undisputed invoices within the deadlines established in each Order. Payment is made by bank transfer. Payment for the Products or Services performed hereunder shall not constitute a waiver of any rights or an acceptance of those Products or Services.

5. PRODUCT, SERVICE, PACKAGING AND LABELLING COMPLIANCE

5.1 Product and Service Compliance

The Products delivered or Services performed should strictly comply with the Order and/or the Specifications. Approval of initial samples by Aptar does not release the Supplier from its liability concerning the Products delivered. Any modification to the Products or Services, even minor, with respect to the Specifications shall be the subject of a written agreement between the parties. This obligation of the Supplier to deliver Products or perform Services that comply with the Order and/or the Specifications does not release it from (i) a duty to provide advice on Products or Services in consideration of the use which the Products or Services in question are intended for, and (ii) a duty to provide information, particularly regarding the characteristics of the materials used and on the risks that they may present from a medical, environmental or industrial point of view.

5.2 Compliance of packaging, labelling, palletization and other logistical conditions

The Supplier is bound by the same duty of advice and information regarding packaging, labelling, and other logistical conditions as the one stipulated in article 5.1 above and all Products will be properly packed and secured so as to reach their destination in an undamaged condition.

5.3 Compliance with laws and regulations

The Products delivered and Services performed shall comply with the legal and regulatory requirements in force in the country which they are intended for and in Türkiye, as well as European and international requirements. Furthermore, the Supplier undertakes to carry out, at its own expense, all formalities and obligations imposed by regulation EC 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation"). The Supplier also undertakes to ensure that its own suppliers, when applicable, comply with REACH Regulation. In the event of failure to comply with the formalities required by REACH Regulation, the Supplier undertakes to indemnify any damage that may result for Aptar from this failure.

Moreover, the Supplier warrants to Aptar that the Products delivered do not contain any "Conflict Minerals" (as defined below) and that no Conflict Minerals are required for the Product to function and for it to be produced. The Supplier pledges to hand over to Aptar all documents attesting of this warranty upon Aptar's request. The Supplier is expected to (i) immediately inform Aptar in writing if it knows or if it has reason to believe that the current terms have been breached and (ii) remedy such non-compliance in a timely manner. In the event of a breach of these terms by the Supplier, Aptar will be entitled to terminate the Order with immediate effect without any payment of compensation or any damages caused to the Supplier by such termination. "Conflict Minerals" refer to columbite-tantalite (coltan), cassiterite, gold, wolframite, and their derivatives (which derivatives are currently limited to tantalum, tin, and tungsten) or any other mineral or any of its derivatives the exploitation and trade of which has been deemed to finance conflicts in the Democratic Republic of the Congo or its neighboring countries by the U.S. Secretary of State.

5.4 Inspections

The Supplier shall, at any time, be able to provide Aptar with supporting documents to certify the preventive and corrective inspection measures implemented on its sites to warrant compliance of the Products and Services with the Specifications, the applicable law and regulations and the article 13 below.

Subject to reasonable notice and during normal business hours, Aptar or any person authorized by it may visit the Supplier's premises and conduct any inspection or test in order to ensure compliance with the Specifications, the applicable law and regulations and the article 13 below. The inspections conducted will not in any case release the Supplier from its liability, as stipulated in article 8 below.

6. ACCEPTANCE OF THE SUPPLIES / REFUSAL OF DELIVERY

6.1 Acceptance

Any inspection or acceptance of the Products or Services shall not waive Aptar's right to subsequently reject or revoke acceptance of such Products or Services for non-conformity with the Order and/or the Specifications.

For the avoidance of doubt, Aptar's inspection obligation (including those regulated in the Turkish Commercial Code) shall not be limited to any period of time, and Aptar may claim any kind of defect during the Warranty Period stipulated under article 8.1.

6.2 Refusal of delivery

Aptar reserves the right to cancel and/or refuse any delivery that does not comply with the Order and/or the Specifications without prejudice to its rights under the Turkish Code of Obligations, notwithstanding whether the non-conformity is quantitative or qualitative in origin. The Supplier shall take back the Products refused by Aptar at its own expense and within one (1) month from the date of notification of the non-conformity. Aptar is entitled to withhold payment for the Products or Services which do not comply with the Order and/or Specifications until the Products are replaced, the Services are made compliant or the Supplier issues a credit note.

7. TRANSFER OF TITLE AND RISK

7.1 The title to the Products shall pass to Aptar upon delivery of the Products. Any retention of ownership clause that is directly or indirectly intended to subject the transfer of ownership of the Products in any way to payment of all or part of the price is null and void and shall be unenforceable against Aptar.

7.2 Subject to the conditions stated in the Order, the transfer of risk will pass from the Supplier to Aptar upon the delivery of the Products to the named destination in the Order and according to the DAP 2010 Incoterm.

8. WARRANTIES / INDEMNIFICATION / INSURANCE

8.1 Supplier's warranties

The Supplier warrants upon delivery and for the period of thirty six (36) months from delivery that the Services, the Products or any parts thereof, their packaging, labelling, palletization and other logistical conditions:

- comply in every way with the Order and/or the Specifications;
- have been manufactured and/or marked and/or carried out in strict compliance with the applicable regulations;
- are free from any defects in design, material and workmanship;
- are fit for any purpose held out by the Supplier or made known to the Supplier expressly or by implication and in this respect Aptar relies on the Supplier's skill and judgment;
- do not and will not infringe the rights of any third parties (including, but not limited to, intellectual property rights).

The warranty period will be equal to the shelf life period of the Products when such shelf life is lower than 36 months from the date of delivery and provided that such shelf life period is specified in written in the packaging of each Product. In the event of non-conformity of the Services, the Products, the packaging or labelling or the palletization conditions with the Order and/or the Specifications and/or the regulations and in the event of any defect affecting the Services, the Products, their packaging and labelling, the Supplier shall, at Aptar's request, repair or replace the defective or non-conforming Products or re-perform the non-conforming Services within reasonable time as specified by Aptar or, if repair or replacement is not possible, immediately reimburse Aptar the full price of these Products or Services.

In the event that the Supplier is unwilling or unable to repair, replace or refund in the conditions described above, Aptar reserves the right to have the work that is necessary carried out at the Supplier's expense by another supplier. Article 8.1 does not prejudice the specific provisions regarding the warranty, the maintenance and after-sales service of certain categories of Products, such as molds, machines or equipment, which will be specified elsewhere.

8.2 Indemnification

In all cases, the Supplier shall indemnify, defend and hold harmless Aptar and any third party from and against any claims, losses, costs (on a full indemnity basis), direct and indirect damages (including loss of profit), judgment, penalties expenses and liabilities of any kind (including attorney's fee) arising out of or alleged to arise out of:

- any action or claim from third parties, including those related to intellectual property rights, which can be exercised against it. Consequently, the Supplier will cover all expenses incurred by Aptar (including all legal and procedural expenses) as well as any form of financial consequences which can possibly result from a third party's actions such as an award of damages;
- the process of finding defects, substituting other products or services for the Products or Services already ordered and/or to proceed with the removal or recall of the Products.

The Supplier acknowledges the discretionary power of Aptar's appreciation with regards to ordering a removal or a recall of a Product and to define the terms of this removal or recall. Under all circumstances and without prejudice to the applicable law, Aptar shall enforce any claim within a two (2) year period starting from (i) the action or claim from third party or (ii) the finding of the Products or Services' defects.

8.3 Insurance

The Supplier shall have taken out an insurance policy covering its liability, for direct or indirect damages that may be suffered by Aptar, and upon Aptar's request, the Supplier shall provide proof that it maintains the insurance as required hereunder. The Supplier shall have all insurance policies endorsed to waive the insurer's rights of subrogation against Aptar and its own insurers.

8.4 Tax and social legal requirements

In case of Services performed in France, the Supplier shall submit to Aptar upon first Order and every six (6) months thereafter, proper documentation, as required by statutory law, attesting compliance with tax and social legal requirements.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Supplier shall abstain from granting the use of or from using, for purposes other than the execution of the Order and outside the limits set by it, the intellectual property rights (particularly copyright, trademarks, patents and models) of Aptar, and particularly those attached to the Products, their packaging and labelling.

9.2 The Supplier undertakes to protect the intellectual property rights mentioned above and, in this respect, to ensure that its employees, representatives and agents do not infringe them. It also undertakes to immediately inform Aptar about any infringement or damage to these rights that may come to its knowledge and to provide it with any assistance in the context of a dispute related thereto.

10. PROVISION OF TOOLS AND RAW MATERIALS AND OTHER GOODS BY AP TAR

10.1 All the designs, drawings, models, tools, raw materials or other goods necessary for manufacture of the Products or the performance of Services (the "Goods") provided by Aptar shall remain, at all times, the exclusive property of Aptar and/or its customers and will be exclusively used for the manufacture of Products or the performance of Services. They must be identified as the exclusive property of Aptar and/or its customers and may not be retained by the Supplier for any reason whatsoever. Upon Aptar's request, the Goods shall be returned within the time limit stated in the request.

10.2 The Supplier alone shall bear all the risks pertaining to the Goods for the entire period during which they are made available. In this respect, it undertakes to use the Goods and to ensure that they are kept in the same conditions as its own goods. The Supplier expressly undertakes to have the Goods covered by an insurance policy for their replacement value.

11. CONFIDENTIALITY

11.1 Aptar and the Supplier undertake, for the duration of their commercial relationship and for ten (10) years after termination thereof for any reason whatsoever, to keep absolutely confidential and not to disclose to any third party any information or materials of any kind, including but not limited to the Specifications and intellectual property rights. Each party must, upon the request of the other party and within the time specified, return all confidential information (particularly studies, drawings, designs, models and prototypes).

11.2 Each party's obligations under this article 11 will not extend to confidential information which the recipient of the confidential information (the "Recipient") can prove (i) has ceased to be secret without default on the Recipient's part, (ii) was already in the Recipient's possession prior to disclosure by or on behalf of the disclosing party, (iii) has been received from a third party who did not acquire it in confidence and who is free to make it available to the Recipient without limitation, (iv) or at the time of disclosure was in the public domain or subsequently enters into the public domain without default of the Recipient.

12. ASSIGNMENT / SUBCONTRACTING

The Supplier shall not transfer, assign, charge, hold on trust for any person, deal and/or sub-contract all or part of its rights and obligations under the Order to any third party without Aptar's prior written consent. If not, Aptar will have the right to cancel all or part of the Orders in progress.

13. BUSINESS CONDUCT / ETHICS / SUSTAINABLE DEVELOPMENT

13.1 The Supplier hereby acknowledges having read and having full knowledge of the Sustainable Purchasing Charter available on the Aptar website and undertakes to comply and have its sub-contractors and/or suppliers comply with this Charter (<https://aptar.com/esp/policies>).

13.2 The Supplier commits for itself and its sub-contractors to:

- respect the minimum applicable working age and abstain from using child labor or making use of any form of forced or obligatory labor; provide its employees working conditions that meet the requirements regarding health and safety at work; have appropriate and necessary safety program in place; provide equal opportunity to all workers and ensure that no form of discrimination exists in its company or among its sub-contractors and/or suppliers; obey all the labor laws that apply locally;
- comply with all environmental laws and regulations applicable to its production sites and methods; not use materials that are harmful to human health or the environment; reduce the discharges into the environment and the consumption of energy, water and any non-renewable natural resources;
- comply with the requirements of all applicable anti-bribery legislation both national and foreign, including the French Loi Sapin II, the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act, and not make, promise, offer to make, accept or solicit any payment or transfer anything of value (directly or indirectly) to any (i) individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body who whether or not acting in its official capacity is in a position to influence, secure, or retain any business and/or provide any financial or other advantage to itself or Aptar;
- maintain accurate books of account and records in relation to the Order and at Aptar's request make them available for inspection.

13.3 Breach by the Supplier of the terms of this article 13 will be deemed a material breach and Aptar may immediately terminate the Order at any time with immediate effect and without payment of any compensation or other damages caused to the Supplier by such termination.

14. DATA PROTECTION COMPLIANCE

Both PARTIES shall comply with all applicable requirements of the Regulation EU 2016/67 ("GDPR") and Personal Data Protection Law ("PPDL") numbered 6698 and any other applicable national legislation relating to the processing of personal data and data privacy (together with the GDPR "DATA PROTECTION LEGISLATION"). Any defined terms not defined in this clause have the meaning as defined in the GDPR and PPDL. The PARTIES acknowledge and agree that any PERSONAL DATA provided by one PARTY to the other shall be a transfer of PERSONAL DATA between DATA CONTROLLERS (although the PARTIES acknowledge and agree that they are DATA CONTROLLERS in common in respect of the PERSONAL DATA rather than "JOINT CONTROLLERS" (as such term is defined in the GDPR and PPDL).

15. GOVERNING LAW / JURISDICTION

15.1 The GTP and all the contracts entered into in application of the GTP and any non-contractual obligations arising out of or in connection with it shall be governed and interpreted under the laws of Türkiye, excluding its rules on conflict of laws. The Vienna Convention of 11 April 1980 on contracts for the international sale of goods shall explicitly be excluded.

15.2 Istanbul (Caglayan) Courts will have exclusive jurisdiction to hear any disputes resulting from or related to the Order or the GTP, including in relation to any non-contractual obligations.