



SUPPLIER FRAMEWORK AGREEMENT

Agreement Date: [X]

1. PARTIES

77 Teknik Makine Sanayi

Nispetiye Mah. Gazi Güçnar Sok. No: 4/2 Beşiktaş, İstanbul, Türkiye

E-mail: 77@77teknik.com

(“77 Teknik”)

and

Supplier: [X]

Address: [X]

E-mail: [X]

(the “Supplier”)

have entered into this Supplier Framework Agreement (the “**Agreement**”) under the following terms.

2. PURPOSE AND SCOPE

This Agreement sets out the general commercial and legal terms applicable to the supply of products, parts, materials and/or services by the Supplier to 77 Teknik.

Each individual supply transaction shall be performed in accordance with the applicable **Purchase Order, technical drawing, technical specification, quality requirements and other relevant documents**.

3. PURCHASE ORDERS

The Supplier shall fulfill accepted Purchase Orders in accordance with the specified quantities, prices, quality requirements, technical requirements and delivery terms.

The Supplier shall not make any changes to the technical specifications, materials, manufacturing processes, production location or delivery terms without the prior written approval of 77 Teknik.

4. PRICE, DELIVERY AND PAYMENT

The price, delivery terms, delivery date and payment terms shall be specified in the applicable Purchase Order.

The Supplier shall promptly notify 77 Teknik of any actual or anticipated delay or other circumstance that may affect delivery.

5. QUALITY AND CONFORMITY

The Supplier shall ensure that all products and services supplied comply with the applicable Purchase Order, technical drawings, technical specifications, approved samples, quality requirements and applicable laws and regulations.

Non-conforming products shall be identified, controlled and prevented from unintended use or delivery, and 77 Teknik shall be notified without undue delay.



6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Supplier shall protect all technical, commercial and other confidential information provided by 77 Teknik or its customers and shall use such information solely for purposes related to the business relationship.

Technical drawings, CAD files, designs, samples and other intellectual property shall not be copied, disclosed or transferred to third parties without the prior written consent of 77 Teknik.

Where a separate **Non-Disclosure Agreement (NDA)** has been entered into between the Parties, the provisions of the NDA shall also apply.

7. SUPPLIER CODE OF CONDUCT

The Supplier's ethical, legal, social, environmental and other applicable compliance obligations are set out in the **77 Teknik Supplier Code of Conduct**.

The Supplier Code of Conduct forms **Appendix 1** to and constitutes an integral part of this Agreement.

The Supplier agrees to comply with the provisions of the Supplier Code of Conduct applicable to its activities.

8. RECORDS AND AUDITS

The Supplier shall maintain production, quality and delivery records relating to the Agreement and the applicable Purchase Orders for the periods required under the relevant requirements.

77 Teknik may request relevant records and, where reasonably necessary, conduct an audit upon reasonable notice to assess the Supplier's compliance with the requirements applicable to the products and services supplied under this Agreement.

9. SUBCONTRACTORS

The Supplier shall not, without the prior written approval of 77 Teknik, subcontract critical manufacturing activities or transfer production to another facility or location.

The Supplier remains responsible for the activities of its subcontractors and sub-suppliers relating to the scope of this Agreement.

10. TERM AND TERMINATION

This Agreement shall enter into force on the date of signature and shall remain valid for a period of [X].

Either Party may terminate this Agreement if the other Party materially breaches its obligations and fails to remedy such breach within a reasonable period following written notice.

Subject to applicable law and the terms of this Agreement, 77 Teknik may suspend relevant Purchase Orders or terminate this Agreement in the event of serious or repeated non-conformities.



11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the **laws of the Republic of Türkiye**, without regard to its conflict of laws rules.

For Suppliers established in Türkiye, the **Istanbul (Central) Courts and Enforcement Offices** shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

For Suppliers established outside Türkiye, any dispute arising out of or in connection with this Agreement that cannot be resolved amicably between the Parties shall be finally settled by arbitration in accordance with the **Istanbul Arbitration Centre (ISTAC) Arbitration Rules**.

Place of Arbitration: Istanbul, Türkiye

Language of Arbitration: English

Governing Law: Laws of the Republic of Türkiye

12. MISCELLANEOUS

Any amendment to this Agreement shall be valid only if made in writing and signed by the authorized representatives of both Parties.

If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

This Agreement and its Appendices constitute the entire agreement between the Parties with respect to its subject matter.

13. APPENDIX

Appendix 1: 77 Teknik Supplier Code of Conduct – Version 1.0

SIGNATURES

77 TEKNİK MAKİNE SANAYİ

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

SUPPLIER

Company: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____