

POLEN UN VE GIDA KATKI MADDELERİ SANAYİ VE TİCARET ANONİM ŞİRKETİ
GENERAL PURCHASE TERMS AND CONDITIONS

1. SCOPE

- 1.1. These Polen Un ve Gıda Katkı Maddeleri Sanayi ve Ticaret Anonim Şirketi General Purchase Terms and Conditions ("Terms") set forth the general terms and conditions applicable to the purchase of products by Polen Un ve Gıda Katkı Maddeleri Sanayi ve Ticaret Anonim Şirketi ("POLEN GIDA") from the natural or legal persons supplying such products to POLEN GIDA (the "SUPPLIER").
- 1.2. The SUPPLIER shall be deemed to have accepted these Terms upon accepting the relevant purchase order, commencing shipment or delivery of the products subject to the purchase order, or performing any act in connection with such purchase order.
- 1.3. The SUPPLIER agrees and undertakes to comply with the Code of Conduct for Business Partners published on POLEN GIDA's website (<https://polengida.com/>), which forms an integral part of these Terms.

2. PRODUCT QUALITY AND COMPLIANCE

- 2.1. The quality and specifications of the supplied products must be approved in writing by POLEN GIDA's R&D department.
- 2.2. The products to be delivered by the SUPPLIER shall fully comply with the quantity, type, specifications and characteristics of the products ordered.
- 2.3. The SUPPLIER may not make any changes whatsoever to the technical specifications, brand or origin of the products without the prior written approval of POLEN GIDA. Any such changes shall be notified by the SUPPLIER to POLEN GIDA in writing at least three (3) months prior to the supply of the products. Such notification shall not constitute acceptance of the changes by POLEN GIDA. In such case, POLEN GIDA may cancel the relevant order without incurring any penalty. If any advance payment has been made, the SUPPLIER shall refund the advance payment by transferring the relevant amount to POLEN GIDA's bank account within three (3) business days following the cancellation of the order.

3. ORDERS, DELIVERY AND ACCEPTANCE

- 3.1. Delivery of the products to the warehouse by the SUPPLIER shall not constitute acceptance of the products. POLEN GIDA shall have no obligation to inspect the raw materials or materials upon delivery. Even if an inspection is carried out upon delivery, the period for notifying the SUPPLIER of any defects shall be fifteen (15) days from the date of delivery for apparent defects and thirty (30) days from the date on which any latent defect is discovered and definitively determined. Within three (3) days following notification of any apparent or latent defect, the SUPPLIER shall inspect the relevant raw materials or materials jointly with POLEN GIDA and prepare a joint report. Where necessary, an independent laboratory or expert may be appointed at the SUPPLIER's expense to issue a report. If the SUPPLIER fails to fulfil these obligations within such three (3)-day period, it shall be deemed to have unconditionally accepted the objection relating to such defects.
- 3.2. Any raw materials or materials found to be non-conforming during incoming quality control may be returned to the SUPPLIER within fifteen (15) business days following notification, and all transportation and other return costs shall be borne by the SUPPLIER. Any inspection or approval

carried out during production or prior to delivery shall not release the SUPPLIER from its obligation and responsibility to perform its obligations in full compliance with the relevant projects, agreements and specifications.

- 3.3. Products for which more than one quarter (1/4) of the period between the production date and the expiration date has elapsed shall not be delivered unless POLEN GIDA has given its prior written approval. Any products delivered in breach of this requirement may be returned to the SUPPLIER, and all costs and transportation expenses relating to such return shall be borne by the SUPPLIER.
- 3.4. All deliveries shall comply with POLEN GIDA's specifications. The manufacturing date, expiry date, batch number, country of origin and any special storage and storage conditions shall be clearly indicated on all product labels.
- 3.5. A certificate of analysis and shipping documents shall accompany each shipment. The certificate of analysis shall include: (i) product name, (ii) batch number, (iii) production date and (iv) expiry date. The shipping documents shall include the relevant purchase order number.
- 3.6. Upon request, the SUPPLIER shall promptly provide POLEN GIDA with the food compliance certificates, health certificates and other quality certificates relating to the raw materials and/or materials.
- 3.7. Order forms must be confirmed by fax or e-mail within three (3) business days. Order forms that are not confirmed within three (3) business days and for which the SUPPLIER has not notified POLEN GIDA in writing that they are not accepted shall be deemed accepted and processed accordingly.
- 3.8. The payment terms shall be agreed separately for each purchase order.
- 3.9. Any disruption or delay affecting the delivery schedule of an order must be notified in writing. If the revised delivery date is not acceptable to POLEN GIDA, POLEN GIDA reserves the right to cancel the relevant order. Cancellation of the order by POLEN GIDA shall not relieve the SUPPLIER of its liability arising from such delay.
- 3.10. The SUPPLIER acknowledges and undertakes that all products supplied under these Terms comply with all applicable laws and regulations, relevant technical requirements and applicable quality standards.
- 3.11. If the SUPPLIER fails to deliver the ordered products on the agreed date, in the agreed quantity or in accordance with these Terms, POLEN GIDA shall have the right to procure such products from third parties. Any resulting price difference and any other losses incurred by POLEN GIDA shall be compensated by the SUPPLIER.

4. OTHER PROVISIONS

- 4.1. Raw materials, packaging and other materials shall be delivered on sound pallets, securely stacked in accordance with the height and pallet dimensions requested by POLEN GIDA, in a manner that prevents overhanging or tipping over. Any damage, deterioration, spillage, leakage, odor, pest infestation, or any other non-conformity affecting the raw materials, packaging, or other materials during transportation shall entitle POLEN GIDA to reject and return the relevant products to the SUPPLIER. In such case, all costs and transportation expenses relating to the return shall be borne by the SUPPLIER.
- 4.2. Any transportation costs (including courier, freight, warehouse transportation or similar charges) incurred without POLEN GIDA's prior confirmation shall be borne by the SUPPLIER.
- 4.3. The SUPPLIER may not assign or transfer these Terms or any of its rights, obligations or liabilities arising under these Terms, whether directly or indirectly, to any third party without the prior

written consent of POLEN GIDA.

- 4.4. These Terms are of a general nature and do not, by themselves, constitute any commitment by POLEN GIDA to purchase any products from the SUPPLIER, or to place orders for any specific quantity, or to make any minimum purchase commitment. Any obligation of POLEN GIDA to purchase products shall arise only upon the issuance of a purchase order.
- 4.5. Upon reasonable prior notice, POLEN GIDA may audit the SUPPLIER's production facilities, storage areas, quality systems and compliance with its obligations under these Terms.
- 4.6. If any products supplied by the SUPPLIER are found to be defective, non-compliant with applicable laws or regulations, or to pose a risk to human health, all costs and responsibilities relating to the recall, withdrawal, replacement or destruction of such products shall be borne by the SUPPLIER. The SUPPLIER shall indemnify POLEN GIDA for any losses incurred as a result thereof.
- 4.7. POLEN GIDA's notification address shall be its registered office address recorded with the trade registry. The SUPPLIER's notification address shall be the address specified in the relevant purchase order or in any document subsequently notified in writing by the SUPPLIER to POLEN GIDA.
- 4.8. Unless any change of address is notified to the other Party in writing within three (3) business days, any notices served to the existing addresses shall be deemed valid and shall produce all legal consequences of a duly effected notice. Any failure or delay by POLEN GIDA in exercising, or any partial exercise of, any right under these Terms shall not constitute a waiver of such right or of any other rights available to POLEN GIDA.
- 4.9. If any provision of these Terms is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. The Parties shall use their best efforts to replace the invalid provision with a valid provision that most closely reflects its original economic purpose.
- 4.10. POLEN GIDA reserves the right to amend these Terms from time to time. The updated version shall apply to purchase orders issued on or after the date on which it is published on POLEN GIDA's website.
- 4.11. In the event of any conflict or inconsistency between these Terms and the purchase order, the provisions of the purchase order shall prevail.

5. PERSONAL DATA PROTECTION

- 5.1. Unless specifically requested by POLEN GIDA under these Terms, the SUPPLIER shall not collect, process or store any Personal Data in connection with the performance of the services.
- 5.2. In the event that Personal Data is collected, processed or stored by the SUPPLIER, the SUPPLIER shall:
 - carry out such activities in compliance with KVKK (data protection law), these Terms and POLEN GIDA's instructions and procedures, and shall not use the Personal Data collected for any purpose other than the purpose of these Terms or disclose such Personal Data to any third party; and
 - following the transfer of the Personal Data to POLEN GIDA, whether in physical or electronic form and in accordance with POLEN GIDA's instructions, retain no copies thereof and permanently destroy all records and copies in its possession in a manner that renders them irrecoverable.
- 5.3. The SUPPLIER acknowledges, represents and undertakes that it shall be solely responsible for compliance with all obligations imposed upon it under the KVKK, that it shall bear all legal and criminal liability in its capacity as a Data Controller, and that any and all damages suffered by POLEN

GIDA as a result thereof shall be borne by the SUPPLIER and shall be immediately indemnified by the SUPPLIER.

6. CONFIDENTIALITY

- 6.1. For the purposes of these Terms, all information obtained by the SUPPLIER from POLEN GIDA, its employees, consultants, agents or representatives, including but not limited to information relating to POLEN GIDA's products, methods, contents, formulations, recipes, know-how, business plans, inventions, drafts, methodologies, software, system developments, trade secrets, financial and operational data, as well as any business and commercial information belonging to POLEN GIDA generated through the activities of the SUPPLIER, information obtained from surveys, electronic data, printed reports, analyses and any other information relating to POLEN GIDA's activities that comes to the knowledge of the SUPPLIER by any means whatsoever (collectively, the "Confidential Information"), shall be deemed confidential.
- 6.2. The following information shall not constitute Confidential Information and shall be excluded from the scope of confidentiality:
 - i) information that is publicly available at the time it is received from POLEN GIDA or subsequently becomes publicly available without breach of the obligations set out in this Clause;
 - ii) information that the SUPPLIER already knew, or can demonstrate that it knew, at the time it was received from POLEN GIDA, or information lawfully obtained from a third party without any obligation of confidentiality;
 - iii) information whose disclosure has been expressly authorized in writing by POLEN GIDA; and
 - iv) information required to be disclosed pursuant to applicable laws and regulations or upon the request of a competent governmental authority.
- 6.3. The SUPPLIER may disclose Confidential Information solely to those of its employees, representatives or suppliers who need to know such information for the performance of these Terms. Prior to or at the time of such disclosure, the SUPPLIER shall inform such persons of the confidential nature and ownership of the Confidential Information and shall obtain from each of them a written undertaking to comply with the provisions of this Clause. Upon POLEN GIDA's request, the SUPPLIER shall provide POLEN GIDA with copies of such written undertakings. The SUPPLIER undertakes to ensure that its employees, representatives and suppliers comply with their confidentiality obligations. The SUPPLIER shall ensure that its employees, representatives, subcontractors, suppliers, and any other persons to whom it grants access to the Confidential Information fully comply with the obligations set forth in this Clause. The SUPPLIER shall be directly liable for any acts or omissions of such persons in breach of this Clause, and any such acts or omissions shall be deemed to be the acts or omissions of the SUPPLIER. The SUPPLIER further undertakes not to use any information obtained through studies, research activities or electronic data files for any purpose other than analysis.
- 6.4. All Confidential Information shall remain the property of POLEN GIDA. Upon POLEN GIDA's request, the SUPPLIER shall immediately return all Confidential Information in its possession, together with all copies thereof, and shall not use them again. The SUPPLIER acknowledges and undertakes that, if it is understood that it has breached the provisions set out in these Terms in relation to POLEN GIDA's Confidential Information, it shall compensate POLEN GIDA for any and all pecuniary and non-pecuniary damages suffered by POLEN GIDA as a result thereof.
- 6.5. The SUPPLIER's confidentiality obligations shall become effective upon its acceptance of these

Terms in accordance with Article 1.2 and shall continue for a period of three (3) years following the completion or termination, for any reason, of the relevant purchase order.

7. EFFECTIVENESS, AMENDMENT AND TERMINATION

- 7.1. These Terms shall become effective on the date they are published by POLEN GIDA and shall become binding upon the SUPPLIER upon acceptance in accordance with Article 1.2 of these Terms.
- 7.2. POLEN GIDA may amend these Terms from time to time. Unless expressly stated otherwise, any such amendments shall apply to purchase orders issued after the date on which the amendments are published.
- 7.3. If the SUPPLIER breaches these Terms or the relevant purchase order and fails to remedy such breach within fifteen (15) days following written notice from POLEN GIDA, POLEN GIDA may terminate the relevant purchase order. If the breach is incapable of remedy, jeopardises product safety or human health, or constitutes a violation of applicable laws or regulations, POLEN GIDA reserves the right to terminate the relevant order immediately without granting any prior cure period.

8. INDEMNIFICATION

- 8.1. The SUPPLIER shall compensate POLEN GIDA for any and all damages, costs, expenses, administrative fines, court costs, attorneys' fees, and third-party claims incurred by POLEN GIDA due to breach of these Terms or the purchase order, the supply of defective or non-compliant products, third-party claims or acts in violation of applicable laws and regulations.

9. GOVERNING LAW AND JURISDICTION

- 9.1. These Terms and the purchase orders governed hereby shall be governed by and construed in accordance with the laws of the Republic of Türkiye. The courts and enforcement offices of Istanbul (Central) shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms and such purchase orders.