

TERMS AND CONDITIONS FOR SELLER

A. INTRODUCTION

This Terms And Conditions for Seller (“Conditions”) is determined the terms and conditions on requests about reservations and goods/services made via power.cat.com/borsancatturkey website (“Website” or “Site”) and in this direction, is regulated Parties’ rights and obligations.

By accepting these Conditions, you declare that you have all legal permissions and requirements for use the Site and accepting the Conditions, and that you have all authority to represent and to transaction on behalf of Company if you use the Site for the Company.

Borusan Makina ve Güç Sistemleri Sanayi ve Ticaret A.Ş. (“**Borusan CAT**”) reserves the right to change, update and renew the entire content of these Conditions at any time without notice. It is the User's responsibility to follow the updates on the Site. Current Conditions will be valid from the moment when published on the Site.

B. TERMS AND CONDITIONS

1. These Conditions contain the rights and obligations of the Parties regarding the prioritization of the equipment selected by the User through the website on behalf of the User during the reservation at Borusan CAT and the meeting of the Parties to discuss the final sale/rental transaction.
2. The final decision regarding the sale/rental transaction of the reserved equipment belongs to Borusan CAT, and no provision of these Conditions or the reservation itself, including that the equipment will be delivered within a certain period, doesn't mean it can be sold/rented and/or purchased at the price or Conditions specified on the Site.
3. The selective reservation of any equipment on the Site does not mean that the sales/rental contract for the selected equipment has been concluded or will be made, even tacitly, and does not provide any price guarantee. Borusan CAT may be able to request information regarding its financial adequacy and various guarantees from those who want to conclude a sales/lease contract. In any case, Borusan CAT reserves the right, not to find the sale/rental appropriate or to reject the reservation/sale/rental request. All Conditions of sale/rental shall be included in the relevant contract to be signed between the Parties. The prices that appear at any time on the website or at the time of reservation are valid as of that moment and may change until the sale/rental agreement is concluded.
4. Both the User and Borusan CAT will be able to withdraw from the reservation and thus from the equipment sale/rental negotiation freely and with impunity, until a contract for the sale/rental of the equipment is concluded between the Parties.
5. Borusan CAT does not guarantee, in any way or form, the price of the equipment displayed on the website at the time of reservation. Likewise, any increase in taxes and/or charges related to the reserved equipment may directly affect the sales/rental price and cause an increase. The prices on the site at the time of reservation are not absolute, Borusan CAT has the right to change the price

of the product/service at any time, even after the reservation, until the sale is completed. Determining the final sales price is at the sole discretion of Borusan CAT.

6. Upon receipt of the reservation request, Borusan CAT and/or the dealer authorized by Borusan CAT contact the User and request him/her to submit the necessary information and documents. The User must submit the requested information and documents to Borusan CAT or the authorized dealer in full within the specified period.
7. Borusan CAT has the right to freely evaluate the reservation request. In this context, Borusan CAT has the right to unilaterally terminate the reservation and/or reject the reservation/sale/rental request until the relevant contract is signed, much the same as Borusan CAT's absolute and reserved right to refuse the sale/rental or to reject the reservation/sale/rental request without giving any concrete reason.
8. Borusan CAT will prioritize the equipment to be reserved in favor of the User during the negotiations regarding the possible sale/rental of the equipment and during the reservation period at discretion of Borusan CAT. Within this period, it will evaluate the information and documents requested and obtained from the User, as well as the User's compliance with the payment and guarantee conditions and will deliver the equipment in accordance with the Conditions of the contract upon the signing of the relevant contract by the Parties.
9. Borusan CAT will have the right to assume that the User has given up on the reservation (and hence the sale/rental request) in the case of that if the User does not deliver the information and documents requested by Borusan CAT for the realization of the sale/rental transaction to Borusan CAT in full, correctly, completely and on time, and/or for the conclusion of the relevant contract, if it is understood that User will not accept or fulfill the guarantee and payment conditions, even partially, which are essential elements for the conclusion of the relevant contract, and / or if he does not sign the relevant contract for any reason.
10. The User states that there may be differences between the colors of the product or certain parts of the product published on the website and those seen on the device, and that there may be typographical errors in the product's features, sales price, discounted sales price, any, taxes and other details and accepts that Borusan CAT will not be liable for these differences.
11. The User, while signing up for the website and/or making use of the reservation opportunity, accepts and undertakes to act that the personal and all other information is true and up-to-date, otherwise Borusan CAT is not responsible for any damages that may arise, and that will in accordance with the legal regulations and all relevant conditions published on the website while using the website. Otherwise, all legal and penal liabilities that may arise will bind the User completely and exclusively.

C. OTHER REGULATIONS

12. The Courts and Enforcement Offices of Istanbul (Central) are authorized to settle disputes that may arise from the implementation of these Conditions.

- 13.** All notifications to be sent to the parties regarding these Conditions will be made via the Users' e-mail address(es) at Borusan CAT.
- 14.** If any provision of these Conditions is held to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 15.** Borusan CAT reserves the right to make changes in these Conditions, reservation and/or service conditions, services and prices provided on the Site at any time without prior notice.
- 16.** The User may not transfer and/or assign the reservation subject to these Terms and/or Conditions and/or any other right or receivable or liability in this context, in any form and by any means, even partially, to a third party. However, Borusan CAT may freely transfer and/or assign the obligations subject to the Terms and Conditions, including to a group companies and authorized dealers included in the same group.
- 17.** Unexpected events, natural events beyond the control of the parties, adverse climatic conditions, social events, strikes, lockouts, war, declaration of martial law or state of emergency, epidemics and widespread diseases, delays and disruptions arising from production, business interruptions such as production, customs and transportation will be considered as force majeure and therefore, if the Parties fail to fulfill their obligations, no compensation obligation or right of termination will arise. In the event that the force majeure event lasts for more than 30 days, either Party may terminate the Conditions by giving notice.
- 18.** In disputes arises from these Conditions, Borusan CAT's commercial books and computer records, including Borusan CAT and the website owner/operator's records, website contents, traffic data, electronic documents and electronic correspondence records, will constitute definitive and exclusive evidence within the meaning of Article 193 of the CCP.