

# General Terms and Conditions



## TÜV AUSTRIA MARINE

- 1. Applicability:** Any agreement between TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. and its Principals (clients) shall be concluded under these Terms and Conditions. Terms and Conditions once concluded shall also be valid — until revoked by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş.— for any future contractual agreements. The applicability of the Principal's purchase and other terms and conditions of business shall hereby be excluded for the entire professional association. As far as agreements are concluded with consumers in terms of the Tüketici Koruma Kanunu (6502), indispensable legal provisions shall take precedence over these Terms and Conditions.

### 2. Quotations

2.1. Quotations issued by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall, unless agreed otherwise in writing, be subject to change and non-binding. A mutually binding agreement shall come into force only with the receipt by the Principal of the written confirmation of the order by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. or the commencement of the provision of services through TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. Changes and additions to the agreement shall have to be made in writing. This shall also apply to any agreement to waive the requirement to make such amendments in writing. Verbal information, ancillary arrangements and undertakings by agencies or employees of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall, at any stage of the contractual process, be binding only if confirmed in writing.

2.2. Upon notification of inspections and their performance TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall not assume the obligation incumbent upon the Principal to adhere to this or follow-up inspection appointments.

**3. Geographical applicability:** Fees quoted shall be, unless expressly stated otherwise, applicable only for services provided in Turkey.

### 4. Implementation of agreement

4.1. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. is only obliged to provide services in accordance with the technical regulations in accordance with the internal method established by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. in general, which is clearly regulated by this contract. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. does not accept any responsibility for the accuracy of accepted laws, directives and standards referred to according to the technical regulations in accordance with the internal method established by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş.

4.2. Signing of the agreement or the receipt of payment is the customer's commitment to accept the relevant offer, General Terms and Conditions, Inspection Service Conditions, Logo and Brand Usage Procedure. Additional services must be agreed upon.

4.3. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall not assume any liability for the proper operation and functionality of objects inspected exclusively for technical safety, unless specifically stated in the agreement. In particular, design, choice of materials and construction of equipment and installations shall be subject to inspection only if the agreement specifically provides for such services. The same shall apply likewise to safety programs or safety regulations.

4.4. On conclusion of agreement the Principal shall provide TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. with all the required documents such as drawings, plans, calculations and certifications, obtain any authorizations and clearances that may be required, provide contract-related information at any time, and carry out, prior to the commencement of the order fulfilment, the required preparations, in particular to make the object of inspection accessible. The Principal shall undertake to make all reasonable efforts to provide the required documents or authorizations on time. If the Principal fails to fulfil these obligations, despite a deadline having been set by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş., the agreement shall be revoked on expiry of the dead- line. In this event TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall be entitled to claim damages for non-fulfilment.

4.5. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall not be obliged to verify the accuracy of documents provided as a basis for inspection or the accuracy of verbal statements provided by the Principal or his employees, but it shall presume the accuracy of such information.

4.6. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall be entitled to determine the method and type of inspection at its discretion on the basis of professional criteria.

4.7. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall be entitled to produce copies of the provided documents and to keep them in its records and to save the Principal's data and data arising from the business dealings for its own purposes in an electronic data processing installation. In accordance with clause 10 of Terms and Conditions the Principal shall hereto expressly give his consent.

4.8. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. provides the service, unless agreed otherwise in individual cases, with two surveyors per survey. Any assistance required or useful for the order fulfilment shall be provided to TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. by the Principal or a third party on behalf of the Principal, free of charge. The Principal shall undertake to make every reasonable effort to provide the required or useful assistance. In providing such assistance the Principal shall monitor and adhere to applicable legal or official provisions, in particular in the area of employee protection.

4.9. The client allows the accreditation body to accompany and observe (audit) the conformity assessment activities, which are covered by contract, of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş.

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## 5. Terms and deadlines/delays

5.1. Terms and deadlines as stipulated in the agreement shall be based on estimates of the volume of work as per information provided by the Principal. These deadlines shall become binding only when expressly stipulated in writing as 'binding' by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. Delays shall not entitle the Principal to claim damages, irrespective of legal title.

5.2. Terms stipulated as binding shall commence with the complete accord in all parts of the agreement and about all conditions of the services to be provided and end with the provision of services by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. They shall cease to be binding when the Principal is in default with his obligations according to the provisions of the Terms and Conditions in hand, in particular with regard to clauses 4.4. and 4.8, for whatever reason.

5.3. If fulfilment of the agreement is delayed by circumstances which TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. is not accountable for (e.g. operational disruptions, strike, force majeure, transport impediments etc.) TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall be entitled, under exclusion of warranties, rescission for mistakes and/or claims for damages, either to withdraw from the agreement or to extend the deadline by an appropriate period of time. This shall also apply when the events occur at a point in time at which TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. is already in default. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall notify the Principal of this in good time. In the event of withdrawal from the agreement TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall be entitled to charge the Principal for partial services rendered up to that point in time at the prices agreed upon.

## 6. Terms of payment:

6.1. Services shall be charged in accordance with the offers, price lists and so on valid on conclusion of the agreement. If the provision of services extends over a period of more than one year or if services are provided repeatedly, services shall be charged in accordance with prices as valid at the point in time when individual services are provided.

6.2. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall be entitled to issue monthly invoices for partial provision of services.

6.3. Objections to invoices shall be made and substantiated in writing within a period of one week following receipt of the invoice, failing which the invoice shall be deemed to have been accepted.

6.4. The Principal shall not be entitled to offset claims, of whatever kind, unless these have been ascertained in a legally binding manner by a court of law or acknowledged by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. in writing.

6.5. When in doubt prices shall be exclusive of the legal rate of value added tax, which shall be borne by the Principal at the applicable rate.

6.6. Several contractual partners shall be liable jointly and severally.

## 7. Warranty

7.1. The report prepared by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. is prepared by listing objectively and giving information about the status of the relevant products and equipment based on the observations and determinations made. The report includes the findings at the time of the inspection and is prepared impartially. Observations and tests are carried out without removing/assembling any part and/or equipment.

7.2 If the Principal is not a consumer in terms of the Tüketici Koruma Kanunu (6502) he shall on completion of the agreement examine the works or services of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. without delay and assert in writing, without any delay, but at any rate not later than seven calendar days following the supply of the expert opinion or inspection report or such like, any defects detected or detectable, under exclusion of any liability of TÜV AUSTRIA HİZMETLERİ A.Ş.. Concealed defects shall upon identification be objected to in writing without any delay, at the latest within seven calendar days thereafter but at any rate within the warranty period. Notifications of defects shall not confer entitlement to withhold payment of invoiced amounts in whole or in part

7.3. Warranty claims of the Principal shall, at the choice of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş., be limited to rectification or supply of a replacement. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall be entitled to carry out an at rectification or supply of replacements. If attempt at rectification or the supply of a replacement do not lead to success within an appropriate period of time or if the rectification or supply of replacement is economically unfeasible, the Principal shall be entitled to an alteration of agreement or price reduction. An alteration of agreement on the grounds of immaterial, irremediable defects shall be excluded. In that case an appropriate reduction of price shall be effected.

7.4. Unless the employees of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. are liable for such claims by acts of willful or gross negligence, indemnities and claims arising from errors during the provision of services, termination due to defective/defective delivery errors will not be expressly accepted.

## 8. Liability

8.1. If the contractual partner lodges against TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. claims for compensation, he shall be obliged to furnish proof in respect of cause, illegality, fault and degree of fault. The relinquishment of warranty claims and claims for compensation to third parties shall be inadmissible.

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8.2. The following disclaimers of warranty and limited warranties shall also apply to delictual claims insofar as these compete with contractual claims.

8.3. TÜV AUSTRIA MARINE will not be liable for damage of any kind. This exclusion does not apply to:  
- Damages caused by TÜV AUSTRIA MARINE due to intent or gross negligence  
- Minor infringements for life, organ or health-related damages are only admissible provided they are covered by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş.'s professional insurance and consequently fall within the maximum amounts stated in article 8.7.

8.4. In all cases, TÜV AUSTRIA MARINE HİZMETLERİ A.Ş.'s liability will apply to typical damages, other than injuries to life, organs or health, covered by the agreement and compensation that may be foreseen by TÜV AUSTRIA MARINE at the conclusion of the agreement or in the performance of the mission. In any case, the claim for compensation cannot exceed the offer price.

8.5. Legal disclaimers and limitations of liability under clauses 8.1 to 8.5 shall also apply to the liability of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. for its agencies and employees as well as the personal liability of agencies and employees of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. and vicarious agents.

8.6. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. will not be held liable for minor negligence involving non-representatives or surrogates. In addition, the liability of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. with respect to employees or non-representative agents, liability as a result of the agent or employee's misconduct, in their context, may be formed contrary to the conditions contained in the General Terms and Conditions. Accordingly, anyone who is not a consumer in the context of Consumer Protection law shall be limited to:  
- 500.000 ₺ for professional compensation,  
- 500.000 ₺ for environmental pollution,  
defined as the total price per contract and in each case. Amounts exceeding those stated above may be agreed upon at Customer request and expenses, provided TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. is able to obtain the corresponding coverages from its own insurance company.

8.7. Claims for damages by the Principal, except for acts of intent on the part of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. or its agencies/executives, shall be excluded unless asserted in a court of law within a period of three months following rejection of the claims with a corresponding notice by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. or its insurers. Any possible claims for damages by the Principal vis-à-vis TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. (except for acts of intent on the part of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. or its agencies/executives) expire within a year of the Principal having obtained knowledge of these claims, unless provisions elsewhere or the law provide for shorter prescription. This shall not apply to delictual claims.

8.8. Inasmuch as TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. is liable vis-à-vis the Principal for acts of intent or severe gross negligence or omissions of its agencies, employees and vicarious agents, it may demand the assignment of any possible claim for compensation of the Principal vis-à-vis the agency, employee and vicarious agent of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş.

8.9. If third parties, who neither have a contractual relationship with TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. nor with the Principal, on the basis of an agreement between TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. and the Principal, assert claims against TÜV AUSTRIA MARINE HİZMETLERİ A.Ş., its agencies, employees and vicarious agents, which are not attributable to acts of intent or severe gross negligence on the part of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş., its agencies, employees and subcontractors, the Principal shall indemnify and hold harmless TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. or its vicarious agents.

8.10. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall not be held liable for damages to devices under test that are caused through inspections, tests and suchlike and which were carried out in accordance with technical rules at the point in time of inspection.

8.11. Liability for consequential damages due to defects, in particular for missed profits, lack of savings, loss of earnings, other pecuniary damages, loss of interest etc. shall be expressly waived. Any liability that may nevertheless apply at law, shall be subject to the limitations set forth under the clause 'Liability'.

### 9. Copyright

Any copyrights on inspection and monitoring reports, certificates, expert opinions, calculations and suchlike prepared by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall remain with TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. The distribution, utilization and/or publication of the services beyond the contractually stipulated purpose shall require prior written authorization by TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. In distribution, utilization, and/or publication the principal shall be able to comply with legal provisions. He shall in this respect indemnify and hold harmless TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. from any possible claims by third parties.

### 10. Non-disclosure/confidentiality/data protection

10.1. TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall oblige its employees and other vicarious agents to secrecy in respect of any facts they may obtain knowledge of through the agreement.

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10.2 The Principal shall consent to TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. making copies for the records of TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. of written documents, drawings and plans etc. which are left with TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. for its perusal and which are necessary for the completion of the agreement.

10.3 The client shall consent to TÜV AUSTRIA MARINE for electronic processing and storage of personal data in accordance with Personal Data Protection laws.

10.4 Information or data of the Principal shall be forwarded to third parties exclusively in case of statutory, regulatory or court ordered disclosure.

### 11. Additional material

Costs for additional material and test equipment not commonly used within TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. will be additionally charged to the client.

### 12. Provision of Infrastructure during inspection

Clients are responsible for the provision of electrical energy, water, lighting, scaffolding, etc. suitable for the required testing activities in conformance with any statutory regulations, in time.

### 14. Severance Clause

Ineffective provisions of this agreement shall not affect the effectiveness of the other provisions. In the event of the ineffectiveness of one provision of this agreement, the parties to the agreement shall agree to replace it with an effective one that in spirit and purpose comes closest to the ineffective provision. These Terms and Conditions shall only be applicable vis-à-vis consumers (in terms of the Consumer Protection Act) as far as mandatory provisions of the Consumer Protection Act.

### 15. Place of jurisdiction and applicable law

For this agreement and the entire legal relationship between the parties Turkish Law shall apply with the exception of reference norms. Applicability of the UN Convention on Contracts for the International Sale of Goods, CISG, shall consensually be excluded. Any disputes arising from this agreement shall exclusively be referred to the competent court in Bodrum, whereby TÜV AUSTRIA MARINE HİZMETLERİ A.Ş. shall be entitled to institute legal proceedings with other courts for which the contractual partner has a legal venue.

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## REVISION HISTORY

#	Revision Date	Revision Description	Issuer	Approved by
00	04.01.2023	First publication	CAK	ÖOK
01	31.05.2023	Scope is revised	CAK	ÖOK