



ANTALYA ENERJİ ÜRETİM A.Ş.

SALES CONTRACT

1. Parties

This Contract was signed by and between the parties with the following names and addresses.

1.1. Company's name: Antalya Enerji Üretim A.Ş.

Notification Address: Antalya OSB 2.Etap Döşemealtı / Antalya, TURKEY

Tel. No.: 0.242.258 19 30

E-mail Address: info@antalyaenerji.com.tr

1.2. Buyer's name:

Notification Address:

Tel. No.:

E-mail Address:

2. Subject of the Sale

The sale of the machinery and equipment indicated in the annexed list to the Buyer on **“as is” basis and “at its location”**, without any undertakings and warranties.

3. Term of the Contract

This Contract shall be valid for a term of 180 (One hundred and eighty) days following its signing date.

4. Contract Price and Mode of Payment

The VAT-exclusive price of the work subject to the Contract is:.....Euros (in figures) and.....Euros (In letters)

The VAT amount shall be added to the invoice.

This VAT-inclusive Contract price shall be deposited in the bank account to be indicated by the Company in cash and in lump sum, within 5 (five) business days following the signing date of the Contract.



5. Payee of Official Taxes and Expenses

All duties, fees, and fiscal obligations relating to the Sales Contract and Movable Goods shall be borne by the Buyer, and must be paid within fifteen (15) days following the service of the tender decision.

6. Conditions Relating to the Period, Location, Method and Conditions for the Delivery and Acceptance of the Goods

The following conditions shall apply to the delivery of the movable goods:

a) The goods subject to the tender shall be delivered on 'as is' basis at their current location. Delivery and acceptance, and loading and carriage costs and other related costs, as well as taxes, duties and fees, shall be borne by the Buyer.

b) The Site Delivery to the Buyer shall be performed, under a protocol, within 10 business days following the payment of the price specified in Article 4 of this Contract, and the provision of the performance bond. The Site Delivery shall be considered as having been performed in case of failure of signing of the site delivery protocol for any reason whatsoever, except for with the parties' agreement and due to the above matters.

c) The movable goods, the sale of which has been performed, are required to be removed therefrom by the Buyer within 180 (one hundred and eighty) days following the site delivery date. The goods paid for but not taken delivery of in time shall be sold by the Company for the Buyer's account. The Company's receivables (arising from the first and second sale) shall be deducted from the sale price. Any outstanding amount not covered thereby shall be set-off against the security. The excess amount, if any, arising from the second sale and the bid bond shall be kept in trust for the Buyer's account, and shall be duly paid to it upon its first demand.

7. Term, Amount and Return of the Performance Bond

The performance bond amount relating to this work shall be equivalent to 5% of the Contract price. The term of the performance bond shall be minimum one year following the contract date. The bid bond shall be returned upon receipt of the performance bond.

The Buyer shall provide a performance bond in the amount ofEuros (in figures) and.....Euros (in letters) within 5 (five) business days following the signing date of the Contract.



Such performance bond submitted by the Buyer shall be recorded as revenue to the Company's account should the Buyer fail to perform its obligations. The performance bond shall be returned to the Buyer after it is determined that the work in question was performed in accordance with the provisions of the contract, and that the Buyer owes no amounts to the Company in connection with this work.

8. Circumstances Requiring a Term Extension, and Conditions Thereof

The circumstances requiring an extension of the term within which the contractor is obligated to take delivery of the sold movable goods are indicated below. In order that the term may be extended due to such force majeure circumstances, the Buyer must not be negligent, the force majeure circumstance must contribute to such delay in the work, and the Buyer must have no power to remove such circumstances due to their nature, and additionally, the Buyer must have informed the Company in writing within 5 days following the occurrence of such force majeure circumstance, except for cases which the Company itself has caused, and must prove the occurrence of such force majeure circumstance through documents duly issued by competent authorities.

- a) Circumstances caused by the Company,
- b) Any setback or delay in the work as a result of acts of God or damages,
- c) The occurrence of a lawful strike,
- d) Epidemics,
- e) The declaration of partial or general mobilisation.

9. Other Obligations of the Buyer

In the event of a Delay in Payment, a daily delay interest at a monthly interest rate of 6% shall be collected for the delayed amount.

The sale shall be CANCELLED by the Company in the case of a Delay in Payments exceeding 10 Calendar days. The payments made and securities submitted shall be recorded as revenue.

The BUYER shall be legally liable for any violation of the provisions of the Law and the Specifications, as well as for damages inflicted on third persons, during dismantling. There shall be no recourse to the COMPANY for such amounts.

Any damages inflicted on the COMPANY during dismantling shall be compensated by the Buyer.

The BUYER shall be liable for any liabilities and penalties arising during carriage. There shall be no recourse to the COMPANY for such amounts.



Following dismantling, the waste and garbage shall be removed from the COMPANY's site, the site shall be cleaned and left in an orderly condition, and a written approval regarding the Cleanliness Acceptance Certificate for the Site shall be obtained from the COMPANY.

All legal liability regarding Employee Health and Occupational Safety shall be borne by the BUYER following the receipt of the site. Under no circumstances or conditions may the COMPANY be held severally liable by way of recourse to it.

The BUYER shall be obligated to employ employees registered with the Social Security Institute and having Technical Competence Certificates. The monitoring and liability thereof shall in any case belong to the BUYER, and there may be no recourse to the COMPANY in this respect.

All work to be performed on the site following site delivery shall be performed in compliance with the legislation in force. Any liability arising therefrom shall be borne by the BUYER. The COMPANY shall have the discretion to permit / prohibit access to the site by those it considers necessary.

The sold Machinery and Equipment shall be delivered on "as is" basis and at their location in the COMPANY. All expenses such as those for electricity, water, air etc. necessary for delivery, acceptance and dismantling, loading and carriage expenses and all other expenses, taxes, duties and fees arising in connection with these activities shall be borne by the BUYER.

It is essential that no damage is inflicted on the COMPANY's buildings and structures during dismantling. In cases where damage to building structures is inevitable, such work shall be carried out following approval through a Protocol to be signed between the BUYER and the COMPANY.

The Highways and Traffic Transport Codes and Regulations shall be observed during the carriage. The BUYER shall be exclusively liable for any violation of rules during carriage.

The BUYER MAY NOT ASSIGN OR TRANSFER its rights arising from the tender. The BUYER, of which the name and title is recorded and with which the Sales Contract was signed, shall remain the COMPANY's sole legal addressee until the work is completed and the securities are liquidated.

10. Termination of the Contract

In the event that the Buyer fails to take delivery of the sold movable goods and clean up the site within 180 (one hundred and eighty) days following the site delivery date, the Company shall terminate the Contract and sell the goods remaining on site for the Buyer's account. The Company's expenses that may arise shall be deducted from such sale amount. If it is not adequate to cover this amount, the difference shall be set-off against the performance bond. The excess amount, if any, arising from the second sale shall be kept in trust for the Buyer's account, and shall be duly paid to it upon its first demand.



11. Jurisdiction For Resolution Of Disputes

İzmir courts and Bailiff's Offices shall have jurisdiction in resolution of all disputes which may arise from the application of this Contract and its annexes.

12. Signature

This contract consisting of (12) articles was signed by the Company and the Buyer on ... / ... / 2019 in two (2) original copies after having been read in full and understood by the said parties.

As the sale process is announced with PUBLICLY Tender procedure, the companies that want to serve as **BROKER IN THE SALE** do not have the right to request a commission from Antalya Enerji Üretim.A.Ş.

| BUYER | COMPANY |
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