GENERAL PURCHASING TERMS AND CONDITIONS

for Products and Services

Marmara Diving Denizaltı Hizmetleri Tic. Ltd. Şti. | Doc. No: QP-106-A01 | Rev. 00 | 15 October 2026

A. GENERAL PROVİSİONS

Article 1. Definitions

In these General Purchasing Terms and Conditions, the following terms have the meanings set out below:

1.1 **Buyer:** Marmara Diving Denizaltı Hizmetleri Tic. Ltd. Şti., having its registered office in Tuzla, Istanbul, Türkiye, or an affiliated company identified in the Order.

1.2 **Supplier:** Any natural or legal person from whom the Buyer orders Products and/or Services, or with whom the Buyer negotiates in respect of such an Order.

1.3 **Order:** The written purchase order issued by the Buyer to the Supplier for the supply of Products and/or the performance of Services, in the form set out in Annex 1.

1.4 **Products:** All goods delivered or to be delivered to the Buyer in performance of the Order, whether or not the Order also covers Services.

1.5 **Services:** Any performance rendered by the Supplier to the Buyer under the Order that does not consist of the supply of Products, including subcontracted diving, marine, survey and engineering works.

1.6 **Specification:** The detailed description of the Products and/or Services set out in or annexed to the Order.

1.7 **Agreement:** The agreement between the Buyer and the Supplier in respect of the Order.

1.8 **IMS:** The Buyer's Integrated Management System, certified to ISO 9001, ISO 14001 and ISO 45001, together with the procedures and forms issued under it.

1.9 **Approved Supplier List:** The Buyer's register of qualified suppliers and subcontractors maintained under form FR-033 in accordance with procedure QP-106.

Article 2. Applicability

2.1 These Terms and Conditions apply to all Orders placed by the Buyer and to all resulting or related agreements, to the express exclusion of the Supplier's own general terms and conditions of sale or delivery. By accepting an Order, the Supplier is deemed to have accepted these Terms and Conditions.

2.2 These Terms and Conditions also apply to negotiations concerning an Order, whether or not those negotiations result in an Agreement.

2.3 Any deviation from or addition to these Terms and Conditions is valid only if the Buyer has agreed to it in writing, regardless of the form in which the deviation is presented.

2.4 In the event of a discrepancy in meaning between the Turkish and English versions of these Terms and Conditions, the Turkish version prevails.

2.5 Where documents forming part of the Agreement conflict with one another, or where a document is unclear, the Supplier shall notify the Buyer without delay. The Buyer shall then determine which document prevails. The Supplier is not entitled to additional payment or to suspend performance on account of such a conflict.

Article 3. Applicable Law

3.1 These Terms and Conditions, all Orders and all Agreements between the parties are governed by the laws of the Republic of Türkiye.

3.2 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna 1980) is expressly excluded.

Article 4. The Order

4.1 The Buyer is bound only by Orders issued in writing. The Supplier shall confirm the Order by returning a signed copy within seven (7) calendar days of receipt, unless the Order stipulates a different period. Until the Order has been confirmed, the Buyer may cancel it by written notice without incurring any liability for damages or compensation.

4.2 Quotations, delivery dates, warranties, specifications and price lists issued by the Supplier, together with any other terms agreed in writing, may not be unilaterally amended after issue.

4.3 The content of the Agreement is determined exclusively by the Order, its annexes and these Terms and Conditions.

4.4 No Order shall be placed with a supplier that does not hold current approved status on the Approved Supplier List (FR-033). An Order placed in breach of this clause is treated as a nonconformity under procedure QP-104.

Article 5. Prices

5.1 The prices stated in the Order are fixed and may be amended only by written agreement between the parties.

5.2 Unless otherwise stated in the Order, prices for Products are DDP (Incoterms 2020) to the destination designated by the Buyer, including standard packaging, duties and taxes other than VAT.

5.3 Prices for Products and Services include all preparatory and ancillary work necessary to meet the Buyer's requirements, the descriptions and the Specification, including all certification, testing and documentation required under Article 22.

B. PERFORMANCE OF THE AGREEMENT

Article 6. Subcontracting

6.1 The Supplier shall perform the Order itself. The Supplier may not subcontract the Order in whole or in part, engage sub-contractors, or source Products or Services from third parties without the Buyer's prior written consent.

6.2 Where consent is granted, the Supplier remains fully responsible for the performance of any third party engaged as if it were its own performance, and shall ensure that such third parties are bound by obligations no less onerous than those in these Terms and Conditions.

6.3 The Supplier shall indemnify and hold the Buyer harmless against all claims brought by third parties engaged in the performance of the Order.

Article 7. Timely Performance

7.1 The Supplier shall perform the Order within the period stated in the Order. The period commences on the date of the Order unless otherwise agreed in writing. Time is of the essence.

7.2 If the Supplier fails to meet the requirements of Article 7.1 in whole or in part, the Supplier is in default without any notice of default being required. In that event the Buyer is entitled, without judicial intervention and without prejudice to its other rights, to terminate the Order in whole or in part and to have the outstanding part performed by a third party at the Supplier's expense.

7.3 As soon as circumstances arise, or can be foreseen, which prevent the Supplier from meeting its obligations, the Supplier shall notify the Buyer in writing without delay, stating the nature of the circumstances, the measures taken and the expected duration of the delay. Failing such notification, the Supplier may not subsequently rely on those circumstances, and a claim of force majeure shall not release the Supplier from its obligations.

7.4 Where the Order relates to Products or Services required for an offshore or diving campaign with a defined weather window, the parties may agree liquidated damages for delay in the Order. Such liquidated damages are without prejudice to the Buyer's right to claim further compensation.

Article 8. Postponement of Delivery

8.1 The Buyer may postpone delivery of the Products for a reasonable period by written notice to the Supplier, stating the period by which the delivery date is extended.

8.2 Where the Buyer exercises the right under Article 8.1, the Supplier shall store the Products in a suitable place, clearly identified as destined for the Buyer, and shall take appropriate measures to preserve their quality. The Buyer shall reimburse the Supplier a reasonable amount in respect of the direct storage costs so incurred.

Article 9. Performance in Accordance with the Specification

9.1 The Supplier shall perform the Order in strict accordance with the Specification and with the standards of proper and skilled workmanship customary in the subsea and marine construction industry.

9.2 The Buyer may amend the Specification. Where such an amendment results in a material change to the cost of, or the time required for, performance of the Order, the price or the delivery date shall be adjusted on a reasonable basis.

9.3 The Supplier shall notify the Buyer within ten (10) working days of receiving written notice of an amendment if that amendment will materially affect cost or time, failing which the Supplier forfeits its right to an adjustment. Pending agreement on the adjustment, the Supplier shall perform the Order in accordance with the amendment proposed by the Buyer.

Article 10. Quality Warranty

10.1 The Supplier warrants the proper quality of the Products delivered and the Services performed. In particular, the Supplier warrants that:

- The Products and Services are fit for the purpose for which they are intended and for the marine, subsea or hyperbaric service conditions notified by the Buyer;
- The Products are new, of sound quality, and free from defects in design, materials, manufacture, fabrication, construction and dimensional accuracy;
- The Products and Services have been manufactured or performed in accordance with the current state of the art and the applicable national and international standards;
- The Products and Services conform in every respect to the Specification and to the other provisions of the Agreement;
- The Products and Services comply in full with all applicable laws, regulations and certification requirements, including — where relevant to the scope — EN 250, EN 1803, IMCA and classification society requirements.

10.2 Products and Services are deemed defective if defects become apparent within twenty-four (24) months of delivery or acceptance, unless those defects are attributable to gross negligence of the Buyer, intentional misuse by the Buyer, or a substantial failure by the Buyer to carry out proper maintenance.

10.3 The Supplier shall remedy any defect notified during the warranty period, at its own cost and within the period specified by the Buyer, by repair or replacement at the Buyer's election. Where the defect affects a Product that has been mobilised to a project site, the Supplier bears all costs of demobilisation, transport and re-mobilisation.

10.4 Repaired or replaced Products carry a new warranty period of twenty-four (24) months from the date of the repair or replacement.

Article 11. Inspection Before Delivery

11.1 The Buyer is entitled at all times to inspect or test the Products before delivery, during processing, manufacture or storage, or to have this done on its behalf. The Supplier shall grant the Buyer or its designated expert access to the necessary facilities and shall provide all reasonable assistance free of charge.

11.2 The Supplier shall notify the Buyer in good time of all tests to be performed by the Supplier. The Buyer is entitled to attend such tests or to have them attended by an expert of its choice.

11.3 Neither the exercise nor the non-exercise of the rights under Articles 11.1 and 11.2, nor the outcome of any inspection or test, relieves the Supplier of its full responsibility for proper performance of the Order.

Article 12. Delivery

12.1 The Supplier shall pack and protect the Products so that they reach their destination in good condition by normal means of transport and can be safely unloaded on arrival. The Supplier shall observe any special packaging or safety requirements notified by the Buyer in good time. Packaging shall comply with the applicable statutory requirements.

12.2 The Supplier shall comply strictly with the Buyer's instructions regarding preservation, certification, marking, labelling, shipment and the transport and certification documents to accompany delivery.

12.3 The Buyer may reject any consignment that does not comply with Articles 12.1 or 12.2, or that is not accompanied by the complete documentation required under Article 22.

12.4 The Buyer may return packaging materials to the Supplier at the Supplier's risk and expense and receive a credit for any amount charged for such packaging. The Supplier shall exercise due care in respect of, and adequately insure, any packaging or transport materials lent to it by the Buyer.

12.5 Products shall be delivered DDP (Incoterms 2020) at the location designated by the Buyer. Partial deliveries are permitted only where expressly stipulated in the Order. Delivery is entirely at the Supplier's risk and expense, even where the Supplier uses the Buyer's personnel or equipment in any aspect of delivery.

Article 13. Inspection After Delivery

13.1 Unless otherwise agreed in the Order, the Buyer shall inspect the Products or assess the Services within a reasonable period after delivery or performance. If the inspection shows that the Products or Services do not conform to the Order, the Buyer may return the Products, reject the Services, or accept them at a reduced price.

13.2 Inspection, or the absence of inspection, does not preclude the Buyer from invoking the Supplier's failure to meet the warranty obligations under Article 10 or any other obligation owed to the Buyer.

13.3 Acceptance of the Products or Services does not constitute a waiver of any right or remedy available to the Buyer.

Article 14. Transfer of Ownership and Risk

14.1 Ownership of the Products passes to the Buyer upon delivery or payment, whichever occurs first. The Supplier bears the risk of loss of or damage to the Products until they have been delivered to, and accepted by, the Buyer.

14.2 By way of exception to Article 14.1, ownership passes to the Buyer at the moment the Products are placed into storage for the Buyer pursuant to Article 8.

14.3 Where incomplete Products have been paid for in advance, the Buyer acquires ownership of all materials, raw materials and semi-finished goods concerned with effect from the date of the advance payment, without any further act of delivery being required. The Supplier shall keep such Products separately identified, free from encumbrances, on behalf of the Buyer.

14.4 Even where ownership has passed under Articles 14.2 or 14.3, the Supplier bears the risk of loss or damage until the Products have been delivered to, and accepted by, the Buyer.

14.5 The Supplier warrants that the Products are free from attachment, retention of title and third-party rights, and that the Buyer has unrestricted access to the Products and Services. The Supplier shall indemnify the Buyer against all loss arising from breach of this Article.

Article 15. Payment, Assignment and Set-Off

15.1 No payment falls due until the Order has been performed in full and accepted by the Buyer. The Supplier may issue an invoice once performance is complete in accordance with the Order. Unless otherwise stated in the Order, the payment term is forty-five (45) days from the Buyer's receipt of a valid invoice complying with QP-106-A02 (Invoice Instructions).

15.2 An invoice that does not comply with QP-106-A02, or that is not accompanied by the documentation required under Article 22, is not a valid invoice and the payment term does not commence until a compliant invoice has been received.

15.3 The Supplier may not assign or transfer its claims against the Buyer to any third party without the Buyer's prior written consent.

15.4 The Buyer may set off any amount it owes to the Supplier against any claim it has against the Supplier or against a company affiliated with the Supplier.

15.5 Without prejudice to its statutory rights of suspension, the Buyer may suspend payment for as long as the Supplier, or a company affiliated with the Supplier, remains in default under any other agreement between the parties.

15.6 The Buyer may assign the Agreement to a third party without the Supplier's consent.

Article 16. Goods Made Available by the Buyer

16.1 The Buyer remains the owner of all goods, tools, drawings, moulds and equipment made available to the Supplier in connection with the Order. The Supplier shall at all times refrain from using such goods in a manner that would cause a third party to acquire ownership of them.

16.2 The Supplier shall, at its own expense and for the account of the Buyer, insure all goods received from the Buyer, on customary terms, against all loss or damage regardless of cause.

16.3 Immediately upon performance of the Order, and unless the Buyer instructs otherwise in writing, the Supplier shall return all models, stamps, drawings, tools and other items provided by the Buyer, in good condition. The Supplier uses such items entirely at its own risk. The Supplier shall not use them for any purpose, nor permit their use by any third party, other than the proper performance of the Order.

Article 17. Liability, Indemnity and Insurance

17.1 The Supplier performs the Order entirely at its own risk and shall compensate all loss or damage suffered by the Buyer or by third parties arising from or in connection with the performance of the Order, irrespective of whether such loss is caused by the Supplier, its personnel, or parties engaged by it.

17.2 The Supplier is fully liable for any loss or damage suffered by the Buyer or by third parties as a result of defects in the Products supplied or the Services rendered, even where the Supplier is not at fault in respect of the existence of those defects.

17.3 The provisions of Articles 17.1 and 17.2 also operate for the benefit of any aggrieved third party referred to therein. The Supplier shall indemnify the Buyer against all claims such third parties may bring against the Buyer.

17.4 The Supplier shall maintain, with a reputable insurer, adequate insurance covering its obligations and liabilities under the Agreement and at law. Where the Order involves diving or marine operations, the Supplier shall as a minimum maintain employer's liability, third-party liability and — for personnel engaged in diving operations — specialist diving personal accident and medical evacuation cover, in the amounts specified in the Order.

17.5 The Buyer may inspect the policies referred to in Articles 16.2 and 17.4. Such policies shall name the Buyer as co-insured, and the Supplier shall on request furnish evidence that the premiums have been paid.

Article 18. Default and Insolvency of the Supplier

18.1 If the Supplier fails to perform any of its obligations under the Agreement, or fails to perform them properly or on time, and in any event if:

- The Supplier is declared bankrupt, placed in receivership or under administration;

- The Supplier obtains or applies for a suspension of payments or enters a composition with creditors;
- The Supplier participates in a debt-restructuring arrangement, whether voluntarily or otherwise;
- The Supplier ceases all or a substantial part of its business, transfers it to a third party, or liquidates it;
- An attachment is levied such that there are reasonable grounds to doubt whether the Supplier can continue the business activities relevant to the Buyer;
- The Supplier's approved status on the Approved Supplier List (FR-033) is suspended or withdrawn under procedure QP-106,

then the Buyer is entitled, without further notice of default and without judicial intervention, to dissolve the Agreement in whole or in part, without prejudice to its right to claim compensation for all loss, expense (including judicial and extrajudicial costs) and interest incurred.

18.2 In the circumstances set out in Article 18.1, all claims the Buyer has or acquires against the Supplier become immediately due and payable in full.

18.3 Dissolution under Article 18.1 does not affect the Buyer's rights or the Supplier's obligations under these Terms and Conditions or at law.

18.4 The Buyer may at any time terminate the Agreement in whole or in part by written notice. In that event the Buyer shall reimburse the Supplier only the direct costs properly incurred before termination, together with the direct costs of termination.

C. ADDİTİONAL PROVİSİONS APPLİCABLE TO SERVİCES

Article 19. Suspension

19.1 The Buyer may postpone or suspend performance of the Services for a reasonable period, free of charge, by written notice stating the period of extension or the date on which the Services may be resumed.

Article 20. Performance and Acceptance

20.1 The Supplier shall perform the Services in accordance with the Agreement and with the skill and care to be expected of an experienced specialist contractor, and shall comply with all standing rules, codes of conduct, permit-to-work systems and safety regulations imposed by the Buyer or by the end client at the site.

20.2 The Supplier shall notify the Buyer in writing when it considers the Services to have been fully and correctly performed. The Buyer shall within a reasonable period notify the Supplier whether the Services are approved. The Services are deemed accepted only once the Buyer has given written notice that they have been performed to its satisfaction.

Article 21. Site Operations, Health and Safety

21.1 Personnel deployed by the Supplier at any site of the Buyer or of the Buyer's client shall complete the Buyer's site induction under procedure SP-111 before commencing work, and shall hold the qualifications, medical certificates and competence records specified in the Order.

21.2 No work may commence without a valid Permit to Work where the Buyer's or the client's system requires one. The Supplier shall comply with the Buyer's SHE-Q Policy and with the applicable requirements of IMCA and, where relevant, of the classification society or flag state.

21.3 Where the Order covers diving operations, the Supplier shall ensure that all diving equipment holds current test and certification records, that a competent Diving Supervisor is appointed in writing for each operation, and that hyperbaric medical support and emergency evacuation arrangements are in place before mobilisation.

21.4 The Supplier shall report to the Buyer, without delay and in any event within twenty-four (24) hours, every accident, incident, near-miss, environmental release and dangerous occurrence arising in connection with the Order. The Buyer may suspend the Services with immediate effect where it considers that work is being carried out unsafely, and the Supplier is not entitled to any compensation in respect of such a suspension.

21.5 Rented or hired equipment may not be brought into service unless valid test and certification documents have been provided to the Buyer and appended to the Agreement.

D. MANAGEMENT SYSTEM REQUİREMENTS

Article 22. Quality, Environmental and OH&S Requirements

22.1 The Supplier acknowledges that the Buyer operates an Integrated Management System certified to ISO 9001, ISO 14001 and ISO 45001, and that the Products and Services supplied form part of the Buyer's controlled supply chain under clause 8.4 of ISO 9001.

22.2 The Supplier shall qualify for, and maintain, approved status on the Approved Supplier List (FR-033). Qualification is assessed by the Buyer under form FR-032 against technical competence, occupational health and safety performance, quality management,

environmental and legal compliance, and financial standing. Approved status is subject to periodic performance evaluation under form FR-034.

22.3 The Supplier shall supply with each delivery, as applicable to the scope, the material certificates, test reports, calibration records, conformity declarations, safety data sheets and operating and maintenance documentation required by the Specification. Incomplete documentation entitles the Buyer to reject the delivery under Article 12.3.

22.4 The Buyer, its client, its certification body and any competent authority may audit the Supplier's premises, management system and records in so far as they relate to the Order, upon reasonable notice. The Supplier shall provide all reasonable assistance free of charge.

22.5 The Supplier shall retain records relating to the Order for a minimum of ten (10) years, or for such longer period as the Specification or applicable law requires, and shall make them available to the Buyer on request.

Article 23. Supplier Code of Conduct

23.1 By accepting an Order, the Supplier confirms that it is familiar with, and undertakes to comply with, the Marmara Diving Supplier Code of Conduct, which forms an integral part of the Agreement.

23.2 The Supplier shall conduct its business with integrity and in compliance with applicable law, and shall in particular: prohibit bribery, corruption and facilitation payments; comply with applicable competition, sanctions and export control law; prohibit forced labour, modern slavery and child labour; respect freedom of association; provide safe working conditions and fair terms of employment; and prevent discrimination and harassment in all its forms.

23.3 The Supplier shall promote equivalent principles in its relationships with its own suppliers and subcontractors.

23.4 A material breach of the Supplier Code of Conduct entitles the Buyer to terminate the Agreement with immediate effect in accordance with Article 18, and constitutes grounds for suspension or withdrawal of approved status under procedure QP-106.

Article 24. Nonconformity and Corrective Action

24.1 Where a Product or Service does not conform to the Agreement, the Buyer shall raise a nonconformity in accordance with procedure QP-104 and shall notify the Supplier.

24.2 The Supplier shall submit a written response containing an immediate containment action, a root cause analysis and a corrective action plan within ten (10) working days of notification, unless the Buyer specifies a shorter period.

24.3 Nonconformities are recorded in the Supplier's performance evaluation under form FR-034 and may result in suspension or withdrawal of approved status.

E. OTHER PROVİSİONS

Article 25. Intellectual Property

25.1 The Supplier grants the Buyer a non-exclusive, irrevocable, royalty-free licence, subject to any intellectual property or other exclusive rights relating to the Products supplied, to use and apply in the course of its own business the inventions and know-how incorporated in the Products, including for the purpose of repairing them or having them repaired, and to supply the Products to third parties whether or not as a component of other goods. The fee for this licence is included in the price.

25.2 All drawings, calculations, specifications, procedures and other documents prepared by the Supplier specifically for the Order become the property of the Buyer upon payment.

25.3 The Supplier warrants that the Products do not infringe the intellectual property rights of any third party, and shall indemnify the Buyer, its affiliated companies and its clients against all cost, loss and damage arising from any actual or alleged infringement.

Article 26. Confidentiality and Publicity

26.1 The Supplier shall observe strict confidentiality in respect of all information obtained in connection with the Agreement or its performance, including the nature, purpose and outcome of the Order, and shall impose an equivalent obligation on its personnel and subcontractors.

26.2 The Supplier shall not disclose any information relating to its work for the Buyer through the press, broadcast media, social media, the internet or otherwise without the Buyer's prior written approval. This includes the publication of photographs or video of work performed as a supplier to the Buyer.

26.3 The obligations under this Article survive the termination or expiry of the Agreement for a period of five (5) years.

Article 27. Personal Data

27.1 Each party shall process personal data exchanged in connection with the Agreement in accordance with the Turkish Personal Data Protection Law No. 6698 (KVKK) and, where applicable, the General Data Protection Regulation (GDPR).

27.2 Where the Supplier processes personal data on behalf of the Buyer, the parties shall conclude a separate data processing agreement before such processing begins.

Article 28. Disputes

28.1 The parties shall first attempt to resolve any dispute arising out of or in connection with the Agreement by good-faith negotiation between their authorised representatives.

28.2 Failing settlement, all disputes shall be submitted to the exclusive jurisdiction of the Courts and Execution Offices of Istanbul (Anadolu), Republic of Türkiye.

ANNEX 1 — CONTENT OF THE ORDER

Every Order shall be dated and numbered and shall in any event set out:

- A description of the work to be performed (the "Services");
- A description of the parts and/or materials to be supplied (the "Products");
- The performance schedule;
- The price and the payment dates;
- Where applicable, the qualifications, certificates and medical fitness records required for personnel to be deployed by the Supplier;
- The name of the Buyer's coordinator for the Order;
- The applicable quality, environmental and OH&S standards and the certification documents to be supplied;
- The location at which the Order is to be performed;
- The insurance requirements applicable under Article 17.4.