

SALES CONTRACT

Contract Date: 01.01.2026

Contract No: 2026.S.000-00000

1. Parties and Abbreviations:

SELLER:

NAME / TITLE	KÜRKÇÜOĞLU JENERATÖR SANAYİ ve TİCARET A.Ş.
ADDRESS	Cumhuriyet Mah. İsmet İnönü Cd. No:22, 41420 Çayırova/Kocaeli
TASK O. / NO	PENDİK VD. 606 032 43 03
PHONE NUMBER	0216 378 97 07
EMAIL ADDRESS	
REFERRED AS	"SELLER" in the contract.

BUYER:

NAME / TITLE	--
REPRESENTATIVE	--
ADDRESS	--
TASK O. / NO	--
PHONE NUMBER	--
MERSIS-KEP ADDRESS	
EMAIL ADDRESS	--
REFERRED AS	"BUYER" in the contract.

AGREEMENT	This refers to the contract signed between the parties.
PRODUCT	This refers to the products specified in Annex 1, the purchase and sale of which has been agreed upon between the parties.
PRODUCT DELIVERY LOCATION	The seller is referring to the address where they will deliver the products: "EXW (Ex Works) - Çayırova Factory (INCOTERMS 2020)".
CONTRACT PRICE	This refers to the prices of all products that will be bought and sold.

2. Subject and Scope of the Agreement:

The subject of this Agreement is the sale and delivery by the SELLER to the BUYER of the products belonging to the SELLER and detailed in Annex-1, under the price and conditions specified in the Agreement, and the determination of the rights and obligations of the parties regarding related services. In addition, the product specifications and technical specifications attached to the agreement have been approved by the parties and are an integral part of this agreement.

3. Contract Price, Payment Terms and Penalty Provisions:

3.1

CONTRACT PRICE	EXCLUDING VAT	00,00 USD
	INCLUDING VAT	00,00 USD

3.2. Payment Plan: Unless otherwise agreed, according to the standard payment plan: Upon signing of the Agreement, 50% of the total purchase price including VAT shall be paid in cash as advance and binding fee. The remaining balance shall be paid in full in cash within 3 business days starting from the date on which the products are notified to be ready for delivery, prior to delivery to the BUYER. If the products are not received by the BUYER on the first notified delivery date, the BUYER shall be granted an additional period not exceeding 2 months to collect the products. Within this 2-month period, the BUYER must pay the remaining balance in order to receive the products. If the BUYER does not collect the products within 2 months, a delay penalty of 2% per month, excluding interest, shall accrue on the outstanding balance. The Buyer, as a prudent merchant, accepts and declares that this interest is not excessive and that it has no objection to the amount of interest and will not request any reduction in the future.

If the parties have made an agreement different from the standard payment plan, such agreement, which shall be considered an annex to this contract, shall prevail.

3.3. If the contract price is determined in foreign currency, payment may be made in TL or FOREIGN CURRENCY based on the CBRT Effective Selling Rate on the payment date.

3.4. Exchange Rate Difference: If the contract price is determined in foreign currency, in case of payment by post-dated TL cheque, on the date the cheque is collected, any favorable exchange rate difference shall be invoiced by the SELLER and any unfavorable exchange rate difference shall be invoiced by the BUYER, and the invoiced amount shall be paid by the relevant party within 1 week from the invoice date. In case of delay in payment of the exchange rate difference receivable, the relevant party shall have the right to claim delay interest at the rate of 3% of the total contract price for each month.

3.5. Withdrawal of the BUYER and Penalty Clause: If the BUYER withdraws from this Agreement without justified reason after signing but before the products are included in the production schedule, the BUYER agrees to pay a penalty amount equal to 10% of the total contract price (excluding VAT). In this case, such amount shall be deducted from the advance payment, if any. If there is no advance payment or if there is a remaining balance, the SELLER shall have the right to collect the determined penalty amount. Any additional damages suffered by the Seller shall be separate from the penalty amount.

3.6. If the SELLER has included the products in the production schedule and notified the BUYER accordingly, but the BUYER terminates the contract without justified reason before all products are completed, the BUYER agrees and undertakes to pay the SELLER a penalty amount equal to 30% of the contract price. In this case, such amount shall be deducted from the advance payment, if any. If there is no advance payment or if there is a remaining balance, the SELLER shall have the right to collect the determined penalty amount. Any additional damages suffered by the Seller shall be separate from the penalty amount.

3.7. If the SELLER has prepared the products and notified the BUYER of the delivery date, and the BUYER terminates the contract without justified reason at this stage, the BUYER agrees and undertakes to pay the SELLER a penalty amount equal to 50% of the contract price. In this case, such amount shall be deducted from the advance payment, if any. If there is no advance payment or if there is a remaining balance, the SELLER shall have the right to collect the determined penalty amount. Any additional damages suffered by the Seller shall be separate from the penalty amount. In this case, the products shall remain with the SELLER.

3.8. The penalty amounts specified in this Agreement cannot be offset against damages. The SELLER's right to claim compensation for its negative and positive damages is always reserved.

3.9. If a separate payment plan has been determined between the parties, the BUYER shall make payments within the framework of such plan. This plan is an integral part of the contract.

3.10. In case of termination of the Agreement by the SELLER for justified reason, the SELLER has the right to demand a penalty amount equal to 50% of the contract price from the BUYER. In addition, the SELLER's right to claim compensation for its negative and positive damages is always reserved.

3.11. The BUYER accepts and declares that the penalty amounts are reasonable, that as a prudent merchant it knowingly accepts these rates and therefore will not claim in the future that these rates are excessive and will not request reduction pursuant to Article 182 of the TCO and other relevant legislation.

3.12. If the BUYER has made payments by a series of cheques under the Agreement and even one of the cheques is dishonored on its due date, all remaining cheques shall become due and payable.

3.13. If the BUYER is to provide a letter of guarantee to the SELLER under this Agreement, such letter must be unconditional and cashable without any condition; the date, term and amount of the letter shall be determined by the SELLER. The BUYER must provide the letter of guarantee meeting the determined conditions immediately upon request. If a letter of guarantee has been received from the BUYER, it shall be returned to the BUYER within 10 business days upon written request, provided that the BUYER has fulfilled all obligations under the Agreement.

3.14. Although the contract price is specified above, if the prices of steel, copper and engines, which are the main components for the production of the product subject to the Agreement, increase excessively or if devaluation occurs in the country and foreign currency values increase, the SELLER may increase the contract price in line with the increased prices and demand the difference.

3.15. Under this Agreement, the SELLER has the right to offset and compensate, without any notice or warning, any storage fee, negative or positive damages arising from the advance payment or guarantee received from the BUYER.

4. Finalization of the Order:Finalization of the Order:

4.1. For the order to be finalized and included in the SELLER's production schedule, all of the following conditions must be fulfilled by the BUYER:

- Signing of the Agreement,
- Unless a different rate has been determined between the parties, payment of an advance amount equal to 50% of the contract price including VAT,
- Submission of the necessary information for invoicing (incentive documents, leasing order letter) and, if the products are to be shipped by the SELLER to the BUYER's address, notification of the BUYER's address to the SELLER,
- If the SELLER initially requested a guarantee, provision of the requested guarantee.

4.2. If the BUYER requests changes to the products in the finalized order, such request shall only be possible upon acceptance by the SELLER.

4.3. The SELLER always has the right to request a guarantee under this Agreement and the BUYER must immediately provide the requested guarantee to the SELLER. The BUYER cannot demand the products unless the requested guarantee is provided. In case of termination of the Agreement, the guarantees shall be returned within a reasonable time provided that the SELLER has no receivable or entitlement.

5. Delivery and Transfer of Risk and Benefit:

5.1. Delivery Period: The SELLER shall make the Products ready for delivery to the BUYER within the period mutually agreed with the BUYER, starting from the date of finalization of the order within the scope of Article 4.

5.2. Delivery Method: Unless otherwise agreed in writing, delivery shall be carried out at the SELLER's factory address "EXW (Ex Works) - Çayırova -KOCAELİ " (INCOTERMS 2020). Within this scope, the BUYER shall collect the Products from the SELLER's address with the transportation vehicle determined by itself. All transportation, insurance, loading and unloading costs and all risks during these processes belong to the BUYER. The BUYER is obliged to take all occupational safety measures at the time of receipt of the products to prevent damage to the products. The BUYER is also obliged to obtain insurance during transportation of the products.

5.3. In order for the SELLER to prepare for product delivery, the BUYER must notify the SELLER of the date it wishes to receive the products at least 3 business days in advance. The BUYER must also notify the SELLER at least 3 business days prior to the intended delivery date of the trade name of the transportation company that will collect the products, the license plate of the vehicle onto which the products will be loaded, the name-surname and ID number of the driver, and the insurance policy taken out to cover damages during transportation. Otherwise, the SELLER is not obliged to deliver the products to the arriving carrier.

5.4. Delay in Taking Delivery: If the BUYER fails to take delivery of the Products within 7 (seven) business days from the date they are ready for shipment, the SELLER shall grant the BUYER an additional 2-month period to collect the products, depending on warehouse capacity. Within this 2-month period, the BUYER may collect the products at any time by giving 3 business days' prior notice. However, if the BUYER does not collect the products within the 2-month period, starting from the end of such 2-month period, the BUYER shall pay to the SELLER a daily storage fee equal to 0.1% of the contract price including VAT. In this case, the SELLER's maximum storage period shall be 4 months starting from the end of the 2-month period. If the BUYER still does not collect the products within this period, the BUYER shall be deemed to have unilaterally terminated the contract without justified reason and waived the products; in this case, the SELLER shall have the right to claim storage fees, damages suffered, entitled penalty amounts, etc. from the BUYER and deduct such receivables from any payments made by the BUYER and refund any remaining amount, if any. If there is no advance payment made by the BUYER, the SELLER may initiate legal proceedings for the amounts it is entitled to.

- 5.5. The BUYER accepts and declares that the storage occupation fees are reasonable, that as a prudent merchant it knowingly accepts these rates and therefore will not claim in the future that these rates are excessive and will not request reduction.
- 5.6. The BUYER cannot request delivery of any products unless it has paid the entire contract price.
- 5.7. Risk and benefit shall pass to the BUYER upon delivery of the products to the transportation company sent by the BUYER.
- 5.8. The BUYER is obliged to inspect the products upon receipt in terms of defects and must immediately notify the SELLER of any detected defects. Otherwise, the BUYER shall be deemed to have accepted the goods as free of defects.
- 5.9. If the BUYER has not obtained insurance, the SELLER is not obliged to deliver the products to the carrier.
- 5.10. The SELLER is not obliged to allow loading of products onto a vehicle that is contrary to the relevant legislation or exceeds legal limits (length-width-height-weight, etc.). The BUYER shall be responsible for any penalties arising after loading of the products and during transportation. If any penalty is imposed on the SELLER in this regard, the SELLER has the right of recourse against the BUYER.
- 5.11. If the Agreement is terminated by the SELLER for justified reason before the products are delivered to the Buyer, the Seller shall have the right to claim compensation for its negative and positive damages and shall not be obliged to deliver the products to the Buyer. In this case, damages and penalty amounts suffered shall be deducted from any advance payment received for the products, and if there is any remaining amount it shall be refunded to the Buyer; if the advance payment does not cover the damages and penalty amounts, the Seller reserves the right to claim the remaining amount from the Buyer.
- 5.12. Regardless of the reason for termination of the Agreement, if the Seller has not yet delivered the products to the Buyer as of the termination date, it is not obliged to deliver them thereafter. The Seller has the right to dispose of the products as it wishes.
- 5.13. After the BUYER takes delivery of the product, risk and benefit belong to the BUYER; the SELLER has no obligation regarding protection and preservation of the product until it is commissioned.
- 5.14. The BUYER cannot object to minor production differences arising during production that do not affect the functionality of the products and cannot refuse to accept delivery of the products for this reason.

6. Retention of Title:

The ownership of the products subject to the Agreement shall remain with the SELLER until the entire contract price is paid in full; if payment is made by cheque, until the cheques are collected; if a letter of guarantee is received, until the letter is converted into cash. The BUYER cannot claim ownership rights over the products until the entire contract price is paid and, if payment was made by cheque, until the cheque amount is delivered to the SELLER.

7. Warranty Terms:

7.1. Warranty Period and Scope: The Products are under the warranty of the SELLER against defects arising from faulty materials and workmanship for a period of 24 months within the country or 1000 operating hours (whichever occurs first). The 24-month warranty period starts upon delivery (transfer of possession) of the products to the BUYER by the SELLER; the 1000 operating hours start from the date the products are first put into operation. The date the products are put into operation cannot be accepted as the start date of the 24-month warranty period.

7.2. Exclusions from Warranty:

- Misuse and maintenance errors
- Installation and maintenance performed by unauthorized persons
- Failure to have the first commissioning performed by the SELLER
- Use of the products contrary to the instructions
- The Buyer's actions contrary to Article 10
- Use of non-original spare parts, inadequate ventilation of the environment and causing excessive heat, failure to use fuel-oil-antifreeze in accordance with standards

- The Buyer's actions contrary to the regulations in the user manual
- The Buyer having outstanding debt to the Seller
- Failure to have maintenance performed by KJ POWER GENERATOR authorized services in accordance with the user manual

7.3. Spare Parts: The SELLER undertakes to supply the spare parts of the products subject to the Agreement for a period of 10 (ten) years or as long as the component manufacturer continues to provide parts support (whichever ends first, the spare parts supply guarantee ends) for a fee. Even if the period has not expired, if the component manufacturer ceases production of parts related to the products, the SELLER is not obliged to supply parts to the BUYER.

7.4. In case of termination of the Agreement for justified reason, the Seller's warranty liability shall immediately cease.

7.5. Even if the Buyer has not signed the user manual, the Buyer shall be deemed to have read and become aware of the content of the user manual delivered together with the product. The Buyer is obliged to prove otherwise.

7.6. A QR code has been added under the product label by the Seller, and upon scanning this code, the Buyer can access the user manual, electrical wiring diagram, warranty certificate and test report. Even if there is no physical user manual, the presence of the QR code on the product is sufficient, and the Buyer shall be deemed to have learned and accepted all information accessible through the QR code.

8. Initial Start-Up and Commissioning:

- 8.1. The initial start-up and commissioning of the product shall be carried out free of charge once by the SELLER's service.
- 8.2. During the initial delivery of the products, oil and antifreeze filling shall be performed free of charge by the SELLER.
- 8.3. After completing all preparations such as installation and fuel supply, the BUYER shall notify the SELLER in writing or by e-mail of its commissioning request.
- 8.4. If the service team has to revisit for the same operation due to deficiencies arising from the BUYER, this service shall be subject to a fee.
- 8.5. Construction works, ensuring ventilation conditions, obtaining licenses, cable supply and installation, mechanical and electrical installation works, extension of exhaust pipe, cable lugging works and fuel supply are the responsibility of the BUYER.
- 8.6. Protection of the place where the products will be installed against fire and taking necessary fire precautions, and carrying out procedures in compliance with fire-related legislation are the responsibility of the BUYER.
- 8.7. Taking occupational safety measures during initial commissioning of the products (grounding of electrical panels, cutting off electricity during commissioning, etc.) is the responsibility of the BUYER.
- 8.8. The SELLER's working hours are weekdays 08-00-18:00 and the initial commissioning process shall be carried out within these hours. The BUYER's request outside these hours and days shall be subject to a fee.
- 8.9. Damages arising from the BUYER's failure to fulfill the above-mentioned obligations or from unsuitable site conditions during initial start-up and

commissioning shall belong to the Buyer, and the Seller shall have no responsibility in this regard.

Within the scope of this proposal/agreement, the transfer panel (ATS) to be delivered must, in accordance with the Electricity Market Consumer Services Regulation and TEDAŞ specifications, be installed strictly after the electricity meter (on the subscriber's internal installation side). Any connection made before the meter, either before or after the generator is commissioned, shall result in illegal electricity usage penalties, duplicate billing, and all other administrative, financial, and legal liabilities, which shall be borne exclusively by the customer/contractor.

9. Limitation of Liability:

The SELLER shall not be held liable for any indirect or direct production loss, loss of business or damages incurred by third parties arising from the products subject to this Agreement.

10. Export Control and Sanctions:

10.1. The BUYER may not export, resell or transfer products containing Volvo, Perkins, Hyundai (Doosan) engines and/or Stamford-Leroy Somer alternators to Russia, Belarus, Cuba, Iran, North Korea, and the Crimea region of Ukraine. All legal and criminal liability arising from violation of this rule belongs to the BUYER. Maintenance, spare parts and warranty services will not be provided for products sold to these regions. For products sold to these regions, maintenance and spare parts services will not be provided by the Seller and in this case the SELLER's warranty liability shall terminate.

10.2. The BUYER also undertakes not to sell KJ POWER GENERATOR products directly or indirectly to Russia, Belarus, Cuba, North Korea, the Crimea region of Ukraine and, primarily Iran, to countries included in the sanction lists of the Republic of Türkiye, the USA and the EU. The Buyer does not have the right to sell the purchased products to the specified countries and to countries subsequently notified by the Seller (in case of expansion of the sanction lists). In the event of detection of violation of this obligation (sale / leasing / shipment), all legal liability arising therefrom belongs to the BUYER. Maintenance and spare parts services will not be provided by the Seller for products sold to these regions and in this case the SELLER's warranty liability shall terminate.

10.3. If the Buyer violates all or part of its obligations under this article, it agrees and undertakes to pay the Seller a penalty amount equal to 60% of the total price of the products subject to the Agreement, excluding the Seller's damages. The Buyer accepts and declares that this penalty amount is reasonable, that as a prudent merchant it knowingly accepts this rate and therefore will not claim in the future that this rate is excessive and will not request reduction pursuant to Article 182 of the TCO and other relevant legislation.

10.4. If legal or administrative sanctions are imposed on the Seller by official institutions and organizations or third parties due to the Buyer's violation of all or part of its obligations under this article, the Buyer is obliged to immediately compensate the Seller for such damages.

10.5. Criminal liability arising from the Buyer's violation of all or part of its obligations under this article belongs to the Buyer.

10.6. In case the Buyer violates all or part of its obligations under this article, this Agreement shall automatically terminate. However, the Buyer's liability for penalty and damages towards the Seller shall continue.

11. Force Majeure:

Events that did not exist at the date of signing of this Agreement, that were unforeseeable and developed beyond the control of the parties, which partially or completely prevent the parties from fulfilling their obligations and responsibilities or from fulfilling them on time, shall be accepted as force majeure (Force Major). (Such as earthquake, natural disasters, war, pandemic, epidemic diseases, inability to supply main components of the product such as engine, alternator, etc., delays at customs due to decisions of official authorities). The party that will be unable to fulfill or will delay fulfillment of its obligations due to force majeure shall notify the other party in writing as soon as possible (within a maximum of 10 days) from the occurrence of the force majeure event. Due to force majeure, the parties shall not have the right to terminate the Agreement and/or to claim damages arising from non-performance or delay in performance of the Agreement. After the force majeure event ceases, the performance of the Agreement shall continue. However, if the circumstances do not cease within a period exceeding two months, the parties shall evaluate the situation in good faith and may jointly decide to terminate.

12. Protection of Personal Data and Confidential Information (KVKK):

The parties agree and undertake that during the term of the Agreement and for 5 years after its termination for any reason, they will not disclose the personal data and confidential information shared with each other within the scope of performance of this Agreement, in accordance with the Law No. 6698 on the Protection of Personal Data and the relevant legislation, that they will store and process such data in compliance with the legislation, take the necessary administrative and technical measures, and not use such data for purposes other than the purpose of the Agreement. The party acting in breach of this undertaking agrees to pay a penalty amount equal to 10% of the contract price to the other party.

Within the scope of this Agreement, the contract preparation process, price offers, correspondence and meeting minutes are confidential information; the BUYER may never share the price offer received from the SELLER, correspondence with the SELLER, interview records and meeting minutes with third parties. In case of breach of this obligation, the BUYER agrees and undertakes to pay the SELLER a penalty amount equal to 10% of the total contract price. The parties declare that they are knowledgeable as prudent merchants within the framework of Law No. 6698 and have expressly permitted the use of personal data obtained from each other within the scope of this Agreement for the purpose of fulfilling the obligations under the Agreement.

13. Stamp Tax and Other Expenses:

The stamp tax arising from this Agreement shall be paid by the BUYER. Any increases in taxes, funds and duties occurring after the contract date shall also be borne by the BUYER.

14. Notices:

Notices to be made within the scope of this Agreement must be made in writing; notifications made to the residence or e-mail addresses of the parties written above shall produce legal consequences. Changes regarding such residence or e-mail addresses must be notified to the other party in writing within one week. Otherwise, all notifications and warnings made to these addresses shall be legally valid.

15. Evidence Agreement:

The parties accept that only the books and records of the SELLER constitute conclusive evidence pursuant to Article 193 of the Code of Civil Procedure No. 6100.

16. Competent Court and Applicable Law:

Turkish Law shall apply to the resolution of any disputes arising from the interpretation and implementation of this Agreement, and Istanbul Anatolian Courts and Enforcement Offices shall have exclusive jurisdiction.

17. Termination:

17.1. The period from the initial communications between the parties until the signing date of this Agreement shall be considered the contract preparation period. In case of termination of the Agreement, if the SELLER has incurred expenses during this preparation period relying on the conclusion of the contract, it may claim such expenses from the BUYER even if the Agreement is not signed. The contract preparation period may be proven by e-mail correspondence between the parties.

17.2. If the parties mutually fulfill their obligations, the Agreement shall automatically terminate, except for the warranty, spare parts and confidentiality provisions.

17.3. The SELLER shall be deemed to have fulfilled its delivery obligation upon transfer of possession of the products.

17.4. Both parties have the right to immediately terminate the Agreement in the presence of a justified reason.

17.5. The BUYER's application for concordat or request for bankruptcy, failure to make payments in accordance with the Agreement, dishonoring of its cheque if issued, non-payment of its promissory note at maturity, negative financial risk score, negative market conditions and news about the buyer, grant the SELLER the right to immediate termination.

17.6. If the SELLER has signed the Agreement but has not yet included the products in the production schedule, it has the right to terminate the Agreement by refunding any advance payment received, even without any justified reason.

18. Entire Agreement, Annexes and Effectiveness:

18.1. This Agreement, consisting of 18 main articles and annexes, reflects the full agreement of the parties and supersedes all prior written or oral agreements.

18.2. The following annexes are an integral part of the Agreement:

Annex-1. Product list

Annex-2. Product delivery date list

Annex-3. Payment plans and guarantee matters

Annex-4. Signature circular / If represented by proxy, the proxy's signature declaration and power of attorney

Annex-5. Latest trade registry gazette showing the Buyer's information

Annex-6. Buyer's tax certificate

18.3. This Agreement has been executed and signed in 2 (two) copies by the authorized representatives of the parties and has entered into force on the date when both parties' signatures were completed.

SELLER	BUYER
SIGNATURE DATE:	SIGNATURE DATE:

Product List

Quantity	Description	Unit Price	Total Price
1		00,00	00,00
Description			
	Total (Excl. VAT)	-	00,00 USD
	VAT % 20	-	00,00 USD
	Total Price	-	00,00 USD

Product Delivery Date List

#	Product	Delivery Date
1		

Payment Plans

#	Payment Amount	Due Date	Description
1			

(If there is payment with check, when a check is not paid, the following checks become due.)

BANK INFORMATION

T.C. ZİRAAT BANKASI A.Ş. DOLAYOBA/İST.GİRİŞİMCİ ŞUBESİ TRY HESABI: TR39 0001 0021 8753 2066 7350 08

EQUIPMENT AND SERVICES INCLUDED IN OR EXCLUDED FORM CONTRACT

INCLUDED	EXCLUDED
- Delivery of the generator from KJ POWER GENERATOR warehouse/factory - Initial start-up, testing and commissioning - Supply of oil and antifreeze - Rubber vibration isolator - Training - Standard factory performance tests, if requested, can be carried out at our İstanbul factory in the presence of our customers.	- Transportation of the generator and unloading with crane / forklift - Any required construction works (exhaust installation, concrete foundation, etc.) - Supply, laying, lugging and connection of power and control cables - Project design and licensing procedures, if required - Grounding works - Installation of Transfer Panel - Fuel supply

SELLER	BUYER
SIGNATURE DATE:	SIGNATURE DATE: