

TÜRASAS Regional Directorate of Eskişehir	TECHNICAL DATA	Date of Issue:12.12.2003		T.B. 2348	
		Modification	8		
		Date:	5.10.2020		
		Signature			
SUBJECT: THE RULES THAT THE CONTRACTOR IS TO OBEY AND THE RESPONSIBILITY OF THE CONTRACTOR					
REFERANCES:					
<p>The Contactor shall completely fulfill the responsibilities given to him per the Contact against the tender price. The Contractor shall obey the Labour Law, Occupational Health and Safety Assessment Series (OHSAS), TÜRASAS's Directions and Regulations and the following liabilities for the Work that is under his obligation.</p>					
1. QUOTATION					
<p>1.1. The Contractor shall not demand any increase in pay by putting forward the any increase in cost which occur after the date of tender and after the signing of the Contract.</p>					
2. STAFF					
<p>2.1. The Contractor shall employ at least one technician who is fully entitled and responsible for the Work during the Work at TÜRASAS. The authorised contractor executive shall fully represent the Contractor unlimited authority. The certificate of authority of the Contractor executive shall be given to TÜRASAS. The authorised contractor executive shall be responsible to cooperate with TÜRASAS authorised staff on the works related to the Contract to operate trouble-free. The staff of the Contractor shall work for the works defined in the Contract except the works related to management. Any verbal or written notice given by TÜRASAS shall be accepted as if the notice is given to the Contractor in the same day. The acceptor of Contractor is control team for any checks and the related Factory Manager for any works related to the tender.</p>					
<p>2.2. The staff who will be employed by the Contractor shall be suitable for the Work in the Contract and shall have no physical or psychological barrier. The Contractor shall employ anyone younger than 18 years old.</p>					
<p>2.3. The Contractor shall give the list of his staff who will perform the Work to TÜRASAS Security and Protection Department and the related Factory Management in written. Should there be any changes with the list, the current list shall be given to TÜRASAS in the same day.</p>					
<p>2.4. The Contractor shall not employ any active TÜRASAS staff for the Work in the tender.</p>					
<p>2.5. The Contractor will provide collar name tags with the workers' photos taken in the last 6 months for his staff.</p>					
<p>2.6. It is strictly forbidden for the Contractoe staff to be anywhere except the defined place for them and to keep busy TÜRASAS staff.</p>					
<p>2.7. The Contractor and his staff shall obey TÜRASAS regulations and work shop order and shall not damage any vehicle, material or component provided by TÜRASAS. Should any damage occurs, the related TÜRASAS Regulations shall be valid for the damage.</p>					
<p>2.8. All of the expences for the Contractor's staff protection and security shall belong to ther Contractor.</p>					
<p>2.9. The Contractor shall close the valves compressed air, water, stream valves, and other equipments and turn off the electrical breakers at the end of the day. Otherwise, any damage related to the said equipments shall be compensated by the Contractor.</p>					
3. Occupational Health and Safety Assessment Series (OHSAS)					
<p>3.1. The Contractor shall obey Law Rules numbered 4857, Law of Occupational Health and Safety Assessment Series (OHSAS) numbered 6331 and Law of Social Security Administration numbered 5510 and their related regulations and TÜRASAS Occupational Health and Safety regulations during his working.</p>					
Prepared by:	R & D Department	Date:	24.10.2014	Page	1/4

TÜRASAS Regional Directorate of Eskişehir	TECHNICAL DATA	Date of Issue:12.12.2003		T.B. 2348	
		Modification	8		
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<p>3.2. The Contractor shall employ a doctor and an occupational safety specialist considering the number of workers and dangerous class (TÜRASAS is a dangerous workplace per Occupational Health and Safety Assessment Series (OHSAS) numbered 6331. Should there are no such staff among the Contractor's staff, the Work can be performed by the common health and security services at TÜRASAS</p> <p>3.3. The Contractor shall train his workers continuously during the Work on his place so that there will not be any work accident or occupational illness per Occupational Health and Safety Assessment Series (OHSAS) without being warned. Otherwise, the Contractor shall be responsible for all work accidents, occupational illness caused by negligence, lack of attention or unqualified workman according to the Law of Social Security Administration. Also, the Contractor shall be responsible for the indemnisation of the injured or died workers or the expences of the injured workers and the compensation to be paid to the third parties. Any fines, expences, etc. given to TÜRASAS by Social Security Administration shall be paid by the Contractor.</p> <p>3.4. The Contractor shall obey the warnings by TÜRASAS about the Social Security Administration. The said rules should be obeyed the rules unconditionally and provide the personal protective equipment which should comply with the Personal Protective Rules and they will be given to the employees against signatura. one copy of this document shall be given to TÜRASAS. The Contractor's staff will wear the clothes with company logo at TÜRASAS and they will not be at TÜRASAS without the said clothes.</p> <p>3.5. The work accidents shall be informed to Social Security Administration in at least in three (3) days per 5510 Law of Social Security Administration numbered 5510. Also the work accidents and any incidents shall be informed to TÜRASAS.</p> <p>3.6. The Contractor shall take measures related with the Occupational Health and Safety. Only the Contractor shall be responsible for the work accidents of his workers and shall provide necessary protective equipments to his workers. TÜRASAS shall not let the Contractors' workers work without the equipments.</p> <p>3.7. TÜRASAS will have the right of auditing and giving instructions to the Contractor on the field of the Occupational Health and Safety. The Contractor shall do what is told them by TÜRASAS either verbal or written.</p> <p>4. The staff Entrance and Exit Card</p> <p>4.1. The Contractor staff shall be given Entrance and Exit Card controlled by PDKS system. The said card will be debitted so in case of losing, wearing or not giving back the cost of the card shall be recovered from the Contractor. The card will be on the left collar of the staff. These social insurance number will be on the cards any nobody will be allowed to work without a card.</p> <p>5. Working Hours</p> <p>5.1. The working hours are two shifts between 07.00-17.00 and 17.00-24.00 every day during the weekdays. The works that must be done during day time shift will be done during day time and the works that must be done during the night shift will be done during the night TÜRASAS can have the right of changing working hours which will not exceed 45 hours in a week. The Contractor shall obey the working hours.</p> <p>5.2. The Contractor shall give the list of the workers and their working days to TÜRASAS Security Department and the related factory management. Should the Contractor work on different time except the official working hours, the Contractor shall take written permission from TÜRASAS Security department and the related Factory management.</p>					
Prepared by:	R & D Department	Date:	24.10.2014	Page	2/4

TÜRASAS Regional Directorate of Eskişehir	TECHNICAL DATA	Date of Issue::12.12.2003		T.B. 2348	
		Modification	3		
		Date:	5.10.2020		
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6. Force Majeure

6.1. War, earthquake, holocaust, flood disaster, mobilisation, strike and legal clauses which prevent the Work to be done are accepted as Force Majeure as long as they are related with the Work.

7. Penal Conditions

7.1. TÜRASAS shall warn the Contractor for the works that are not performed according to the related technical documents to fulfill the works and let the Contractor to finish per technical documents. Should the defective work(s) is not (are not) fulfilled in the given extra period, TÜRASAS has the right of unilateral rescission. TÜRASAS is authorised to terminate the Contract and perform the rest of the works alone.

7.2. Should the Contract is terminated as defined in the article 7.1 above, the Contractor shall have no right of demanding any right or compensation from TÜRASAS.

7.3. The related articles of The Law of the Tender for the purchasing of goods and services numbered 4734 shall be valid for terminating the Work.

8. Occupational Health and Safety Measures and The Relevant Issues

8.1. The Contractor shall provide necessary precautions for his staff per the Occupational Health and Safety Rules to protect against work accidents. The Contractor shall be responsible for expences and the compensations to be paid to the survivors since there are not enough security measurements on the work area or around.

8.2. The Contractor shall be responsible for training on safety precautions and the protection methods from work accidents his staff without being warned or noticed. The Contractor shall be responsible for any accidents happened because of lack of protection, unskilled labour or any reason.

8.3. The Contractor shall be responsible for the accidents of the staff, management staff or death of the staff and management staff in the factory area.

8.4. The Contractor shall be responsible for paying compensation or more money if the court decides for, to his staff if they are injured, become disabled person or to their legal heir in case of death.

9. Other Issues

9.1. The Contractor shall be responsible for the staff and technical staff and their any act.

9.2. The address that will be informed as the official address of the Contractor to TÜRASAS and any notice will be sent to that address.

9.3. The Contractor shall be responsible any damages caused by misuse or/and human mistake to the equipments and building so the renewing and changing shall be done by the Contractor. The repairing and changing of the equipment shall be made as original one. The verification of control team from TÜRASAS shall be obtained.

9.4. The staff of the Contractor shall obey all the warnings, writings and notices at TÜRASAS.

Prepared by:	R & D Department	Date:	24.10.2014	Page	3/4
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TÜRASAS Regional Directorate of Eskişehir	TECHNICAL DATA	Date of Issue:12.12.2003		T.B. 2348	
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<p>9.5. Employing workers per Social Insurance Regulation, giving employee rights, paying the workers off and other issues are in the responsibility area of the Contractor. The Contractor is not responsible for the management issues.</p> <p>9.6. The Contractor shall be responsible for the compensations if there are any changes in Social Insurance Regulations and as result of the changes.</p> <p>9.7. The Contractor's works shall be checked by the control team.</p> <p>9.8. The Contractor shall provide all necessary rights in terms of law and social aspect.</p> <p>9.9. The Contractor shall prepare a list and the details (number, serial no, type,etc.) of the tools and equipments that will be used for the Work at the gate of TÜRASAS Security Department in written form. Any changes on the list also shall be informed to TÜRASAS Security Department with another written form.</p> <p>9.10. TÜRASAS shall not be responsible for food and accomandation of the Contractor staff. But the Contractor can provide lunch and dinner at TÜRASAS's cafeteria if paid.</p> <p>9.11. The Contractor shall inform all his demands to TÜRASAS in written form. The request will be answered in 3 (three) days to the Contractor.</p> <p>9.12. The Contractor shall obey the law dated 16.06.1989 and numbered 89-14263 on paying social security contributions.</p> <p>9.13. The Contractor shall obey TÜRASAS's emergency action plan if necessary and work with TÜRASAS. The Contractor can take assistance from TÜRASAS on this subject.</p> <p>9.14. The Contractor shall pay the compensations alone and will not revoke TÜRASAS. The Contractor shall not demand any rights.The Contractor shall accept to waive all his rights.</p>					
Prepared by:	R & D Department	Date:	24.10.2014	Page	4/4