

1 Definitions and Interpretation

1.1 In these Conditions the following terms have the following meanings:

“Additional Documents” Brightstar’s standard documents and policies in force from time to time (including, without limitation, its Ethical Purchasing Policy and Product Declaration together with such other documents and policies notified to the Supplier);

“Brightstar” means the Brightstar Telekomünikasyon ve Dağıtım Ltd Şti. having its registered office at Ayazma Cad. Papyrus Plaza. No 37 Kat: 10 Kağıthane-Istanbul /Turkey or any of its group company established in Turkey;

“Conditions” the terms and conditions of purchase set out in this document;

“Contract” the agreement between Brightstar and the Supplier for the sale and purchase of the Goods and/or Services as set out in the Purchase order which shall be deemed to include these Conditions, , the Special Terms and Conditions, Additional Documents and all policies referred to in any of these documents;

“Delivery Address” the Brightstar address at which Brightstar is to take delivery of the Goods and/or performance of the Services as set out in the Purchase Order or such other address as Brightstar may advise to the Supplier unless otherwise notified to the Supplier by Brightstar;

“Delivery Date” the date on which the Supplier shall deliver the Goods to and/or the Services will be performed at the Delivery Address as set out in the Purchase Order unless otherwise agreed in writing by Brightstar and the Supplier;

“Goods” any goods which the Supplier is to supply to Brightstar as set out in the Purchase Order;

“Price” the price of the Goods and/or Services set out in the Purchase Order (or if no price is set out in the Purchase Order, the price agreed in the quotation);

“Purchase Order” Brightstar’s purchase order (as identified by Brightstar as being a purchase order) setting out details of Delivery Date, Goods and/or Services, Price and Delivery Address or where no such purchase order is placed, the quotation;

“Services” any services which the Supplier is to perform for Brightstar as set out in the Purchase Order or any statement of work appended to the purchase order;

“Special Terms and Conditions” The additional terms and conditions specific to this contract as appended hereto or accompanying the Purchase Order ;

“Supplier” the person who agrees to sell the Goods and/or supply the Services to Brightstar subject to these Conditions.

2 Basis of Purchase

2.1 These Conditions apply to all contracts for the purchase of Goods and/or Services entered into by Brightstar whether under a Purchase Order or otherwise.

By accepting the Purchase Order or otherwise agreeing to supply the Goods and/or Services, the Supplier a Contract will be formed whereupon the Supplier agrees to deal with Brightstar on the basis of such Contract to the exclusion of all other terms, conditions, warranties or representations imposed by the Supplier or endorsed upon, delivered with or contained in the Supplier’s quotation, acknowledgment or acceptance of order are expressly excluded.

2.2 No variation to the Contract shall be binding unless made in writing specifying the full details of such variation and signed by authorised representative on behalf of each of Brightstar and the Supplier. In the event of a conflict between these Conditions and any other document making up the Contract then the order of precedence shall be, (a) the terms of the Purchase Order (b) the Special terms and conditions (c) the additional Documents and (d) these Conditions but only to the extent that a term in the in the other named documents is unambiguously and expressly agreed to vary these Conditions.

2.3 Subject to Condition 10, any typographical, clerical or other error or omission in any offer, order or other document or information issued by Brightstar shall be subject to correction before delivery of the Goods and/or Services without any liability on the part of Brightstar.

3 Sale and Purchase

3.1 Brightstar agrees to purchase the Goods and/or Services from the Supplier and the Supplier agrees to sell the Goods and/or Services to Brightstar in consideration of payment of the Price by Brightstar.

3.2 Any forecasts provided by Brightstar to the Supplier shall be estimates of Brightstar’s requirements for the Goods and/or Services and shall not be binding upon Brightstar.

3.3 Acceptance of a Purchase Order by the Supplier (whether by notice or by conduct) indicates acceptance of the Contract. Unless the Purchase Order has been expressly rejected it shall be deemed accepted within 2 days of receipt by the Supplier.

3.4 Save as otherwise set out in a Purchase Order, Brightstar shall be entitled to return any Goods to the Supplier (at the Supplier’s cost and risk) which it is unable to sell upon written notice to the Supplier. The Supplier shall, within thirty (30) days of receipt of any such returned Goods, pay to Brightstar an amount equivalent to the full price paid by Brightstar in respect of such Goods (including, without limitation, any applicable value added tax “VAT” or analogous goods and services tax) in addition Brightstar shall have the right to set off such sums due to it from any sums due to the Supplier.. Title in such returned Goods shall remain with Brightstar until Brightstar has received payment in full for all such Goods.

3.5 The Supplier shall, on or prior to delivery of the Goods, provide Brightstar with all relevant instructions for the safe and proper use and storage of the Goods.

4 Order Confirmation

Order confirmation shall be given by the Supplier to Brightstar by email within 48 hours, after receipt of the order from Brightstar. If any item cannot be delivered the Supplier undertakes to notify Brightstar within 24 hours of knowledge and advise a new delivery date or suggest a replacement Goods and/or Services. In such case Brightstar may either accept the alternative arrangements or cancel the whole or part of the Contract and the Supplier shall reimburse any fees or price paid by Brightstar in relation to the cancelled part of the Contract

5 Dispatch Confirmation

Upon dispatch, the Supplier shall provide Brightstar dispatch advice via e-mail containing confirmation of ETA (Estimated time of arrival), shipped orders, order lines, article no, description and quantities. If requested, the Supplier shall also provide with the dispatch advice the following information where relevant, packing details (Excel format or equivalent), container ID (Package ID, Pallet ID), sub container ID, sub container contents, article ID, article number, EAN number, quantity, IMEI, serial no and shipping marks.

6 Inspection and Testing

6.1 The Supplier shall comply with all applicable standards, regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and/or Services. The Supplier shall provide Brightstar with appropriate certification from such organisations as Brightstar shall from time to time request.

6.2 The Supplier shall not unreasonably refuse any request by Brightstar (or third parties authorised by Brightstar) to inspect and test the Goods during, or at any time after manufacture, processing or storage at the premises of the Supplier or of any third party prior to despatch, and the Supplier shall provide Brightstar and its authorised agents with all facilities reasonably required for inspection and testing.

6.3 If, as a result of inspection or testing, Brightstar is not satisfied that the Goods will comply in all respects with the Contract or any specification relating to the Goods, and Brightstar notifies the Supplier, the Supplier shall, within twenty (20) days of notification, take such steps as are necessary to ensure compliance and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract or Brightstar rights and remedies. If, in the reasonable opinion of Brightstar, the Supplier fails to take such steps necessary to ensure compliance, Brightstar shall be entitled to cancel

its order to purchase the Goods and be refunded in full any price paid for such goods.

6.4 The packaging of the Goods shall be marked in accordance with any applicable laws and regulations and in accordance with any requirements of Brightstar and/or the carrier and shall be properly packed and secured so as to reach their destination in an undamaged condition. Unsuitable packaging may result in charges for damage caused in transit which shall be borne solely by the Supplier. All outer shipping cartons are to be marked with the name of Brightstar, the Delivery Address and the product code referenced in the Purchase Order or otherwise notified to the Supplier by Brightstar. Please refer to any Special Terms and Conditions for further terms on Shipping Marks.

6.5 On request, the Supplier shall promptly deliver to Brightstar original documentation demonstrating a complete chain of supply and custody from the trade mark owner or its authorised distributor to the Supplier and any conformity certificates, British or EU Standard, CE Marking or other relevant analogous quality control or regulatory documents certificates relating to the Goods and/or Services and the geographic location to which such Goods shall be delivered for resale.

6.6 On request, the Supplier shall promptly deliver all licenses for the import of the Goods into the country where the Brightstar Delivery address is located together with all required documentation and relevant consents for the onward sale into the intended resale country as advised by Brightstar or by default the country and territory of the Delivery Address .

6.8 The Supplier shall not modify the design or specification of the Goods and/or Services without Brightstar's prior written consent. Where Goods are not of British or European Union manufacture, the country of origin shall be stated on all invoices and, Goods shall be marked in conformity with any marking orders in force under applicable law. Invoices should also be accompanied by a certificate of origin.

6.9 On request, the Supplier shall provide Brightstar with one set of samples (free of charge) and, if such a request is received, the bulk of the Goods shall not be delivered until Brightstar has approved the samples in writing but, for the avoidance of doubt, approval of the sample shall not be deemed approval of other goods subsequently delivered.

7 Delivery

7.1 The Supplier shall, unless notified by Brightstar that it intends to make other arrangements for the carriage of the Goods, deliver the Goods to Brightstar at the Delivery Address on the Delivery Date during such times as notified to the Supplier by Brightstar. 7.2 The Supplier shall perform the Services at the Delivery Address on the Delivery Date during such times as notified to the Supplier

by Brightstar. In each case, time of delivery shall be of the essence of the Contract.

7.3 All deliveries of Goods must be scheduled by the Supplier with Brightstar's group transport department at least 24 (twenty four) hours prior to delivery/despatch with the following information: Purchase Order number, description of the Goods, quantity of the Goods and carton or pallet quantity.

7.4 If, through no fault of Brightstar, the Goods and/or Services are not delivered on the Delivery Date during such times as notified to the Supplier by Brightstar then, without prejudice to any other rights or remedies which it may have, Brightstar reserves the right to:

7.4.1 cancel the Contract in whole or in part;

7.4.2 refuse to accept delivery of the Goods and/or Services and any subsequent delivery of the Goods and/or Services which the Supplier attempts to make;

7.4.3 recover from the Supplier any expenditure reasonably incurred by Brightstar in obtaining the Goods and/or Services in substitution from another supplier;

7.4.4 claim damages for any direct, indirect or consequential costs, loss or expenses incurred by Brightstar which are in any way attributable to the Supplier's failure to deliver the Goods and/or Services on the Delivery Date during the times notified to the Supplier by Brightstar in addition the Supplier shall indemnify and hold harmless Brightstar from any claim by Brightstar's customer for liquidated damages or late delivery charges as a result of the delay; and

7.4.5 treat the Contract as a whole as repudiated.

7.5 If in any case the parties agree in advance that the Supplier shall be entitled to deliver the Goods and/or Services in instalments, then upon any default or breach by the Supplier in respect of any such instalment Brightstar at its option shall be entitled:

7.5.1 to cancel any other instalment or instalments; and/or

7.5.2 cancel the Contract in whole or in part;

7.5.3 to treat the Contract as a whole as repudiated; and/or

7.5.4 to waive the default or breach and treat the Contract as continuing provided that such waiver shall in no way prevent Brightstar from later exercising its rights under Conditions 7.4, 7.5.1 or 7.5.3 above.

7.6 In the event that Brightstar cannot accept delivery of the Goods on the Delivery Date, the Supplier shall store the Goods free of charge for Brightstar until such time as Brightstar shall notify the Supplier that it is able to accept delivery subject always to a maximum period of 48 (forty eight) hours from the actual Delivery Date whereupon the Supplier shall be entitled to charge Brightstar for any reasonable storage fees incurred.

7.7 The Supplier shall provide Brightstar with such invoices, advice notes, delivery notes and other documentation as Brightstar shall from time to time

specify. The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which is prominently displayed and which shows, as a minimum, the Purchase Order number, the Purchase Order date and any discrepancies in quantity from the Purchase Order.

7.8 If the Goods are delivered to Brightstar in short-fall of the quantities ordered, without prejudice to any other right or remedy available to it, Brightstar shall be entitled on every occasion to immediately receive a full refund (or adjustment of the invoice if the Goods have not yet been invoiced) for the deviation between delivered quantities compared with the ordered quantities. In the event of a short-fall greater than 10% of the ordered quantities, Brightstar shall be entitled to demand payment in addition to the deviating number for compensation for loss of sales.

7.9 Brightstar shall be entitled to reject any Goods and/or Services delivered and/or provided which are not in accordance with the Contract and shall be entitled to an immediate full refund or adjustment of the invoice if the Goods and/or Services have not yet been invoiced. Brightstar shall not be deemed to have accepted any Goods and/or Services until it has had a reasonable time to inspect and test them following delivery or, if later, within a reasonable time after any latent defect in the Goods and/or Services has become apparent. For the avoidance of doubt, the Goods and/or Services are not accepted by virtue of Brightstar taking delivery of them. A signature on any delivery note shall not constitute acceptance of any Goods and/or Services despite what is stated on the delivery note. The Supplier shall bear the costs of returning any rejected Goods.

7.10 If the Goods are delivered to Brightstar in excess of the quantities ordered, Brightstar shall not be bound to pay for the excess and any excess Goods (including the packing materials) shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense. Brightstar shall be entitled to give thirty (30) days' written notice to the Supplier of its intention to dispose of such excess Goods and provided the Supplier fails to collect such excess Goods within the thirty (30) day period, Brightstar shall be entitled to dispose of such excess Goods without incurring any liability to the Supplier.

7.11 Please refer to the Special Terms and Conditions where applicable for further delivery terms.

8 Intellectual Property

8.1 The Supplier hereby grants to Brightstar a non-exclusive, royalty-free and sub-licensable right to market, sell and distribute the Goods and/or Services and to use the Supplier's intellectual property rights, data, documentation and support materials in connection with such activities.

8.2 Where ownership of intellectual property rights in the Goods and/or Services is retained by a third party, the Supplier will procure all rights and interests on royalty free terms and where appropriate a non-exclusive licence from such third party to enable Brightstar to market, sell and distribute the Goods and/or Services and for Brightstar's customers and end users to use such Goods and/or Services.

8.3 The intellectual property and other rights in any and all items, documents and materials from time to time provided to the Supplier by Brightstar in connection with and/or for the purpose of delivery of the Goods or performance of the Services, belongs to Brightstar (or Brightstar's licensor) and, except solely to the extent necessary to perform the Supplier's obligations under the Contract, the Supplier shall have no right or title to the same. The Supplier shall, at all times, keep all such items safe and confidential.

9 Price and Payment

9.1 The Price shall be inclusive of the Supplier's charges for transport, packaging, packing, insurance, delivery and any customs or other duties (except VAT, or analogous goods and services tax, unless stated otherwise in the purchase order) and, in the event that Brightstar makes its own arrangements for the carriage of and/or packaging of the Goods, an amount equivalent to the cost to the Supplier of carriage of and/or packaging of the Goods shall be deducted from the Price.

9.2 If the Supplier reduces the Price, or offers lower prices to any other distributor or reseller, the Supplier will promptly credit Brightstar for the difference between the original Price and the reduced price or the price offered for the Goods and/or Services to such other distributors and resellers for Brightstar's and its customers' verifiable in-store, on-order and on-hand inventory of Goods and/or Services on the price reduction or increased discount offer date. The Supplier shall provide Brightstar with thirty (30) days' advance notice of any price decreases and any changes to discounts.

9.3 The Price is exclusive of any applicable VAT, or analogous goods and services tax, which Brightstar shall be additionally liable to pay to the Supplier, subject to receipt of a valid VAT invoice.

9.4 Brightstar shall not accept (or be liable for) any increase in the Price or extra charges which the Supplier may purport to impose including, without limitation, any variation which reflects any increase in the cost to the Supplier of providing the Goods and/or Services which is due to a change in any applicable law.

9.5 Subject always to Condition 9.6, the Supplier shall be entitled to invoice Brightstar for all amounts due under the Contract on or at any time after the delivery of the Goods and/or performance of the Services. Each invoice shall quote Brightstar's Purchase Order number. The

Price shall be payable in the currency specified in the Purchase Order.

9.6 Brightstar shall not be obliged to pay any invoice and shall have no further liability to do so to the extent any invoice is received after a period of six (6) months from the time of delivery of the relevant Goods and/or performance of the relevant Services.

9.7 Brightstar shall make payment to the Supplier in respect of each invoice validly issued by the Supplier (subject to any deduction or set off of any sums owed to Brightstar by the Supplier) within sixty (60) days of the date of receipt of the Supplier's validly issued invoice, but time for payment shall not be of the essence of the Contract.

9.8 Brightstar shall be entitled to prompt-payment discounts which will be applied to the relevant invoice. Where payment is made within 14 days from the Delivery Date a discount of -3% shall apply. Where payment is made within 28 days from the Delivery Date a discount of -2% shall apply.

9.9 If any sum under the Contract is not paid when due and is not subject to dispute then, without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at the rate of Central Bank of Turkey applied per annum for the advance transaction from time to time. The Supplier is not entitled to suspend deliveries of the Goods and/or performance of the Services as a result of any sums being outstanding.

9.10 Without prejudice to any other right or remedy, Brightstar may set off any money owed to it by the Supplier against sums owing by it to the Supplier and may withhold payments if the Goods and/or Services are not fully in compliance with the Contract. For the purposes of this Condition 9., any reference to Brightstar shall include any of its Group companies ("Group" meaning any company or other legal entity which is at the relevant time a subsidiary or subsidiary undertaking or reciprocal shareholding or parent undertaking or controlling company of Brightstar as the case may be or a subsidiary or subsidiary undertaking or reciprocal shareholding of such parent undertaking or controlling company).

9.10 Please refer to the Special Terms and Conditions where applicable for further price and payment terms.

10 Publicity

10.1 The Supplier shall not refer to Brightstar's name nor the Contract for advertisement or publicity purposes without Brightstar's prior written consent.

10.2 Brightstar is entitled to refer to the Supplier's name for advertisement or publicity purposes and the Supplier hereby grants Brightstar a non-exclusive, royalty-free, irrevocable, perpetual licence to use the Supplier's name and intellectual property or other rights.

11 Warranty and Indemnity

11.1 The Supplier warrants to Brightstar that the Goods (whether or not the Goods are new or refurbished):

11.1.1 will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier before the Contract was entered into;

11.1.2 will be free from defects in design, material and workmanship;

11.1.3 will correspond with any relevant specifications, drawings, samples or descriptions provided by or to the Supplier; and

11.1.4 will comply with all statutory requirements and regulations including without limitation concerning the manufacture, packaging, packing and delivery of the Goods.

11.1.5 will comply with all warranties in relation to the goods as required by Brightstar's customers as notified by Brightstar to the Supplier from time to time.

11.2 The Supplier warrants to Brightstar that it will provide the Services:

11.2.1 with reasonable care and skill;

11.2.2 using appropriately qualified, skilled and experienced personnel; and

11.2.3 in accordance with any specification or description provided by or to Brightstar.

11.3 Without prejudice to any other remedy, if any Goods and/or Services are not supplied in accordance with the Contract, then Brightstar shall be entitled:

11.3.1 to require the Supplier to repair the Goods or to supply replacement Goods in accordance with the Contract within 7 (seven) days or to re-perform the Services; and/or

11.3.2 at Brightstar's sole option, and whether or not Brightstar has previously required the Supplier to repair the Goods or to supply any replacement Goods or to re-perform the Services, to treat the Contract as terminated, either in its entirety or in relation to such Goods and/or Services that are directly affected by the Supplier's breach and require the repayment of any part of the Price which has been paid or that proportion of the amount paid which relates to such Goods and/or Services.

11.4 If Brightstar makes any claim against the Supplier in respect of the Goods under this Condition 11, Brightstar shall, if so requested by the Supplier, and if in Brightstar's possession, return the Goods to the Supplier at the Supplier's expense provided that, where the Goods are not in Brightstar possession at the time such claim is made, the Supplier's request shall be accompanied by payment in advance of carriage charge. If no such request and/or advance payment is received within 28 (twenty eight) days of Brightstar notifying the Supplier of such claim, Brightstar shall be entitled to destroy or otherwise dispose of the Goods.

11.5 The Supplier shall indemnify and hold Brightstar harmless in full against all liability, loss, damages, costs and expenses whether direct, indirect or consequential (including without limitation legal expenses) awarded against or incurred or paid by Brightstar, resulting from the acts or omissions of the Supplier, its employees, agents or subcontractors, as a result of or in connection with:

11.5.1 defective workmanship, quality or materials;

11.5.2 the breach of any warranty given by the Supplier;

11.5.3 any non-compliance by the Supplier of its obligations arising under the Contract;

11.5.4 any claim that the Goods and/or Services or their importation, use or resale infringes the patent, copyright, design right, trade mark or any other intellectual property right(s) of any third party or that the manufacture or supply of the Goods and/or Services misuses any confidential information belonging to any third party, except to the extent that the claim arises from compliance with any specifications supplied by Brightstar;

11.5.5 any non-compliance with applicable standards, regulations and other legal requirements concerning the manufacture, packaging, packing, distribution, sale and delivery of the Goods and/or Services;

11.5.6 any breach of consumer protection legislation, consumer rights legislation or analogous legislation, or otherwise in respect of injury or death caused to persons or damage caused to property by reason of the Goods being defective; and/or

11.5.7 the installation of the Goods and/or Services.

11.5.8 any third party claim brought as a result of a defect, fault in the Goods or Services or any breach by the Supplier of its warranties.

11.6 The Supplier shall take out and maintain in full force and effect with a reputable insurance provider insurance against all insurable liabilities under this Condition 9, including but not limited to product liability insurance.

11.7 Brightstar shall be entitled to extend and assign all rights under the warranties in Condition 9 to its customers as third party beneficiaries when reselling the Goods and the Supplier shall be liable to Brightstar's customers should any of the Goods not be supplied in accordance with the Contract.

12 Limitation of Liability

12.1 Nothing in these Conditions shall limit or exclude either party's liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 any matter in respect of which it would be unlawful for that party to exclude or restrict liability; or

12.1.4 any indemnity under this Contract.

12.1.5 defective products where the defect causes death personal injury or damage to property as contemplated by

the Consumer Protection Act 1987 or other relevant analogous laws in the countries to which the Goods are delivered and resold.

12.2 Subject to Condition 12.1:

12.2.1 Brightstar shall under no circumstances whatever be liable to the Supplier, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any of the following heads of claim and each one of the following shall be deemed a separate head of claim:

12.2.1.1 loss of profit;

12.2.1.2 loss of goodwill;

12.2.1.3 loss of business;

12.2.1.4 loss of business opportunity;

12.2.1.5 loss of anticipated saving;

12.2.1.6 loss or corruption of data or information; or

12.2.1.2 special, indirect or consequential loss

arising under or in connection with the Contract; and

12.2.2 Brightstar's total liability in respect of all other loss or damage arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods under the relevant Purchase Order.

12.3 This Condition 12 shall survive termination of the Contract.

13 Third Party Rights

13.1 The Supplier shall at its expense defend any action against Brightstar by any third party in respect of a claim specified in Condition 11.5.3 above (a "Claim").

13.2 The Supplier shall keep Brightstar regularly informed and updated on all matters related to a Claim.

13.3 The Supplier shall not make any admission of liability, agreement, compromise or settlement in relation to a Claim without the prior written consent of Brightstar.

13.4 The Supplier shall give Brightstar and its professional advisers access to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Supplier, so as to enable Brightstar and its professional advisers to examine them and to take copies for the purpose of assessing a Claim.

13.5 If a Claim is successful or Brightstar considers that it is likely to be successful, the Supplier shall use its best endeavours to procure for Brightstar and its customers and eventual end users the right to continue using the relevant Goods and/or Services or modify them so that they are non-infringing.

14 Risk and Title

Risk of damage to or loss of the Goods shall remain with the Supplier until safe delivery to Brightstar in accordance

with clause 5.1, at which point ownership of the Goods shall pass to Brightstar.

15 Cancellation

15.1 Brightstar shall be entitled, at any time, to cancel its offer to purchase (whether under a Purchase Order or otherwise) or acquire all or part only of the Goods and/or Services and to terminate the Contract in whole or in part by giving notice to the Supplier at any time prior to delivery of the Goods and/or performance of the Services, in which event:

15.1.1 the Contract shall continue in full force and effect in respect of Goods and/or Services already delivered or paid for by Brightstar; and

15.1.2 the Supplier shall, if so required by Brightstar and notwithstanding Brightstar having indicated that it wishes to cancel its order to purchase any of the Goods and/or Services, complete and deliver any partially completed and/or delivered Goods and/or Services and all the terms of the Contract shall apply to such Goods and/or Services.

16 Termination

16.1 Brightstar shall be entitled to terminate the Contract forthwith by notice in writing to the Supplier if:

16.1.1 the Supplier commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 30 (thirty) days of receipt of notice of the breach requiring remedy of the same; or

16.1.2 the Supplier makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts when due or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, or enters into any voluntary arrangement or compounds its debts with its creditors whether in the United Kingdom or any analogous event elsewhere; or

16.1.3 the Supplier ceases or threatens to cease to carry on business; or

16.1.4 there is at any time a material change in the management, membership or control of the Supplier; or

16.1.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of Brightstar the capability of the Supplier to adequately fulfil its obligations under the Contract has been jeopardised; or

16.1.6 if Brightstar reasonably apprehends that any of the events specified in Conditions 16.1.2 to 16.1.5 is about to occur in relation to the Supplier and notifies the Supplier accordingly.

16.1.6 for no cause upon at least 30 days prior written notice .

16.2 In the event of termination pursuant to this Condition 16 then, without prejudice to any other right or remedy available to it, Brightstar shall be entitled to keep any of the Goods already delivered to it but shall be obliged to pay that proportion of the Price attributable to such Goods in accordance with the terms of the Contract. The Supplier shall, on request, supply to Brightstar all completed deliverables which the Supplier was to deliver as part of the terminated Services and, for the avoidance of doubt, Brightstar shall be entitled to keep any such deliverables already delivered to it but shall be obliged to pay that proportion of the Price attributable to the deliverables already provided as part of the Services in accordance with the terms of the Contract. Brightstar shall not be obliged to pay for any services that have yet to be delivered. Brightstar shall be entitled to deduct by way of set-off any sums paid to the Supplier for Goods which have not yet been delivered or Services which have not yet been received. All accrued rights and liabilities of the parties shall survive termination or expiration of the Contract.

17 Remedies

17.1 In so far as not already stated in these Conditions and without prejudice to any other right or remedy which Brightstar may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, Brightstar shall, without prejudice to any other rights available, be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by Brightstar:

17.1.1 to rescind the Contract;

17.1.2 to reject the Goods and/or Services (in whole or in part) on the basis that, in respect of the Services, the Supplier shall refund to Brightstar the proportion of the Price relating to the rejected Services. Where Goods are rejected, Brightstar will return the Goods to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;

17.1.3 at Brightstar's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods or re-perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

17.1.4 to refuse to accept any further deliveries of the Goods or provision of the Services;

17.1.5 to carry out at the Supplier's expense any work necessary to make the Goods and/or provide the Services to comply with the Contract;

17.1.6 to recover from the Supplier any expenditure reasonably incurred by Brightstar in obtaining the Goods and/or Services in substitution from another supplier;

17.1.7 to withhold payment due to the Supplier or recover as a sum of money due from the Supplier, or any portion

thereof, or any sums that can be allocated to the non-conforming part of the Goods and/or Services where the non-conforming part of the Goods and/or Services are solely as a result of the acts and/or omissions of the Supplier, its agents and/or subcontractors; and 17.1.8 to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

18 Force Majeure

Brightstar reserves the right to defer the Delivery Date or payment or to cancel the Contract or reduce the volume of the Goods ordered or scope of the Services to be performed if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Brightstar including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).

19 Confidentiality

19.1 Each party shall keep confidential any information obtained or received from the other party and shall not at any time disclose such information to any third party or use such information without the written consent of the other party.

19.2 The provisions of Condition 19.1 shall not apply to information which can be shown by documentary evidence to be:

19.2.1 in the public domain otherwise than by breach of this Contract or any other Contract or agreement between the parties provided that any compilation or partial compilation of information shall remain confidential even though components or characteristics of such information are in the public domain so long as the way or manner in which such components or characteristics are inter-related is not in the public domain;

19.2.2 already in the possession of the other party prior to negotiations for this Contract; or

19.2.3 obtained from a third party who is free to disclose the same as shown by written evidence.

19.3 Each party shall disclose confidential information only to those employees who are directly involved in the Contract, and will ensure that such employees are aware of and comply with these obligations as to confidentiality and if so required enter into written undertakings of confidentiality in a form to be specified by the other party.

19.4 The provisions of this Condition 19 shall survive any termination of this Contract.

20 Compliance and Anti-Corruption

Each party shall comply, and each party represents and warrants that it has complied, with all applicable laws and

regulations of all jurisdictions related to such party's performance under the Contract, including all applicable domestic and international anti-money laundering and anti-corruption laws and regulations. The parties shall not make any payment to induce officials to perform routine functions they are otherwise obligated to perform, also known as "facilitating payments". Furthermore, the parties shall abide by all applicable export and sanctions regulations with respect to the export of the Goods. Breach of these obligations by either party will entitle the non-breaching party to terminate the Contract immediately.

20.2 Each Party also agrees to be bound by, and shall ensure that all Goods and Services provided under the Contract are produced, performed and supplied in compliance with, Brightstar's Principles of Vendor Conduct, which can be found here : https://www.brightstar.com/wp-content/uploads/2017/01/Principles_of_Vendor_Conduct.pdf.

21 General

21.1 The remedies available to Brightstar under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Supplier.

21.2 The failure or delay of Brightstar to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect Brightstar's right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

21.3 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

21.4 Any notice or written communication required or permitted to be served on or given to either party under the Contract shall be delivered by hand or sent by recorded delivery mail to the other party at its address set out in the Purchase order or acknowledgement of order or to such other address which it has previously notified to the sending party and shall be deemed to have been given on the day of delivery..

21.5 The Contract is personal to the Supplier and the Supplier may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without the prior written consent of Brightstar.

21.6 Brightstar may assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it.

21.7 The Supplier shall comply at all times with the Additional Documents and agrees to be bound by them.

21.8 The Contract contains all the terms agreed by the parties relating to the subject matter of the Contract and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation (unless made fraudulently), undertaking or promise shall be taken to have been given, implied or relied upon from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract.

21.9 Save as provided in Condition 5.1, the provisions of the INCOTERMS 2010 shall not apply.

21.10 No variation or amendment to the Contract shall be effective unless in writing signed by authorised representatives of the parties.

21.11 Save as set out in Condition 8.2, 11.7 and 13.5, nothing in the Contract shall confer any right or benefit upon any person who is not a party to it.

21.12 Any reference in the Contract to any statute, law, statutory instrument, enactment, order, regulation or other similar instrument having the force of law shall be deemed to include any lawful amendment, re-enactment, extension, replacement, modification, consolidation and/or repeal thereof.

21.12 The construction, validity and performance of these Conditions shall be governed by the Laws of Turkey and the Buyer irrevocably submits to the non exclusive jurisdiction of the courts of Istanbul. Any application of the UN Convention on Contracts of the International Sales of Goods is hereby excluded.

22.13 These Conditions is drafted as 2 (two) copies and any stamp duty arising from the Conditions shall be borne by the Supplier. Payment of such stamp duty shall be paid by Brightstar and will be invoiced to the Supplier.

22. GDPR, KVKK and the Purchase of used devices

22.1 Where the Goods to be purchased by Brightstar involves the purchase by Brightstar of used mobile devices (Devices) either direct or indirectly from the Supplier or its end user customers (End Users) then the provisions of this clause 22 shall apply and shall prevail over any other provisions of these terms and conditions in relation to the applicable laws relating to Data Protection including The EU General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) and Laws on Protection of Personal Data in Turkey (KVKK) (collectively referred to as Data Protection Laws) in respect of any Personal Data (as defined in the GDPR and KVKK) which is stored on the Device or any memory card or SIM card in the Device (Device Data)..

22.2 The Parties hereby agree and acknowledge that Brightstar is merely acquiring the Devices for onward resale to third parties (subject to verification of ownership and condition of the Device) and has no interest or use for any Device Data which is merely incidental to the purchase transaction of Devices. The parties further acknowledge that in the event that it is deemed uncertain as to whether Data Protection Laws apply to the Device Data in respect of the purchase of the Device transaction contemplated by these terms and conditions, for the avoidance of doubt and in respect of the transaction only, and not as a general acknowledgement, the Parties agree to treat Device Data as covered by GDPR and KVKK in accordance with the following provisions of this clause 22.

22.3 In relation to Device Data the Parties agree to comply in all respects with the Data Protection laws in respect of Device Data.

22.4 The Supplier shall ensure in any agreements or instructions to its end user customers who own the Device or have possession of the Device (End User), it informs the End User to remove and delete all Device Data before physically transferring the Device and where the transaction involves the Devices being routed via the Supplier or any of its point of sale stores it has a process in place to check that all the Device Data has been deleted. Where the process involves Brightstar collecting the device direct from the End User, or on receipt of the Device from the Supplier, Brightstar is authorised by the Supplier to delete all Device Data which might have been inadvertently left in the Device by the Supplier or End-User, as is apparent on turning the device on, and Brightstar's obligations shall be satisfied by Brightstar resetting the Device to factory settings in accordance with the Device manufactures recommended process for doing so using standard functions contained within the Device.

22.5 Brightstar hereby agrees to indemnify the Supplier against all claims brought against the Supplier by an End-User (who previously owned the Device that contains the Device Data which is the subject of the claim) and resultant compensation paid to that End-User and reasonable costs, or any fines or penalties imposed by a supervisory authority in both cases directly arising out of or in connection with a breach by Brightstar as a processor of its obligations pursuant to Data Protection Laws.