

Attn. : Mr. Cem Borahan
3 TEK ULUSLARARASI YÖNETİM DANIŞMANLIK VE
MÜHENDİSLİK HİZMETLERİ LTD ŞTİ.,
IMES A. BLOK 103. SOKAK NO:14 YUKARI DUDULLU
ÜMRANIYE/ İSTANBUL
TURKEY

Saint-Hilaire-sous-Romilly, 29th October 2018

TO WHOM IT MAY CONCERN

This is to confirm that:

TRACTEL S.A.S.
RN 619 Saint-Hilaire-sous-Romilly
F-10102 Romilly-sur-Seine, France

a company duly registered under the Number RCS Troyes 442 197 962 of the Commercial and Company Registry of Troyes-France, VAT FR 05 422 197 962

has commercial relations with

3 TEK ULUSLARARASI YÖNETİM DANIŞMANLIK VE MÜHENDİSLİK HİZMETLERİ LTD ŞTİ.,
IMES A. BLOK 103. SOKAK NO:14 YUKARI DUDULLU ÜMRANIYE/ İSTANBUL
TURKEY

a company registered in Turkey, which resells locally Tractel® products for Material Lifting and Handling and for Height Safety.

The commercial relations between the two companies are governed by the "General Conditions of Sale and Service" attached in Exhibit 1.

This certificate is valid until the 29th of October 2019 and replaces and supersedes any prior commitments or agreements.

For TRACTEL S.A.S,


Nicolas EMERY
Managing Director

Exhibit 1: Tractel S.A.S. General Conditions of Sale and Service



1 - DRAWING UP OF THE AGREEMENT

Any order implies from the buyer, the acceptance of the present terms. Therefore, no clause to the contrary may be set up against the seller if he has not formally accepted it in writing and notably all the general terms sent earlier by way of circular letters.

The sale agreement is perfect only after written acceptance by the seller of the buyer's order, or if not by the delivery.

An order which is accepted cannot be cancelled without the seller's consent.

2 - SPECIFICATIONS CONCERNING THE SUPPLY

The specifications mentioned in the seller's catalogues, leaflets and all advertising documents are for information purposes only. The seller reserves the right to carry out all changes he may consider appropriate on his models, even after acceptance of the orders, without, however, the essential specifications and performance being affected.

3 - PRICES

Prices are understood free of any discount for non packaged goods, ex-works.

Any possible costs for packaging, loading and conveying from the factory to the place of delivery shall be born by the buyer, unless otherwise agreed in writing.

4 - PAYMENT

Save exception specified in the special terms appearing on the front page, the price is payable at the seller's head office as follows:

* part with the order

* the balance by accepted draft 30 days from the date of invoicing.

The payment of the down payment with the order does not in any way entitle the buyer to retract in return for giving up his down payment which, in the event of cancellation of the order, remains acquired to the seller as a compensation, subject to all other rights.

5 - SETTLEMENT

5.1 - The non-payment entails the event of default and causes that all debts even not outstanding ones are immediately due.

5.2 - Penalties for delay and compensation for recovery costs

In the event the special terms specify a deferred payment and that one of the due dates is not observed, the buyer by right and without a prior formal demand, shall lay open to penalties for delay which will be the result of the application of a rate equal to three times the rate of French legal interest.

In addition to penalties for delay, and due to late payment, the buyer, de jure and without prior formal demand, shall pay recovery costs equal to 40 euros. The seller will be entitled to obtain compensation from the buyer for any recovery costs exceeding that fixed sum and incurred due to the buyer's late payment.

5.3 - Penalty clause

By express agreement, the non payment on the due date shall entail, as a penalty clause, a compensation of 15% of the amounts due, plus the interest set in the agreement and any possible costs of litigation.

5.4 - Reservation of ownership clause

The products, subject-matter of the present order, shall remain by formal agreement the seller's property until full payment of the agreed price, and all means of payment: cheques, drafts or other negotiable instruments shall be considered as payment only after the actual collection of their amount by the seller.

During the period between the delivery and the full payment of the price, the buyer, by formal agreement, shall only be considered as the simple depository of the products, the buyer shall have to pay the price on agreed due dates, or failing payment of a single payment, to pay the full price or, to return the products, or if not he shall incur the penalties provided for by the law.

As an exception to article 1138 of the french Code of Civil Law, the delivery itself shall place the products at the buyer's risks despite the fact the latter is only the depository until full payment is made.

On account of his capacity of simple depository until the full payment of the price, the buyer to whom the products are delivered will not be entitled to resell them or to alienate them by any mean, including by way of contract of pledge, security or otherwise.

However, he may:

- Either, after prior agreement of the seller and under its entire liability, have its buyer pay directly the product subject-matter of the present agreement to the seller.

- Or assign the benefit and the charges resulting from the present agreement, but on the formal condition of informing its assignee under its own liability that the products are subject to a reservation of title clause and that himself is only the depository until full payment of their price, in such a manner that said assignee has himself only the capacity of depository until the payment, and that the seller may be able to claim from him the payment or the return, if the amount of the price is not paid in whole on the date due.

6 - DELIVERY TIME & DELIVERY

6.1 - Delivery: here means the placing at disposal of the product on the site notified by the seller.

6.2 - The delivery time is the date entered by the seller on its acknowledgment of receipt of the order.

6.3 - Delivery times are given for information purposes and without commitment

6.4 - It is expressly agreed that the seller shall owe no compensation for delay, except in the event of deliberate tortious intent.

6.5 - a) The buyer shall take delivery of its product(s) in the seller's premises within 30 days following the notification of the seller that the product(s) are ready for delivery.

b) At the end of this 30-day period, and after a last formal demand by registered letter with advice of delivery sent to the buyer to remove the product(s) IMMEDIATELY, the seller shall be entitled to force the buyer to perform its obligations, notably to make the payments, the delivery being considered as made; in this case the seller shall store the products at the buyer's risks.

c) After the time-limit provided for in article b), the seller shall be able, if it deems this appropriate, to consider the agreement as terminated by the buyer, the payments received from the latter being acquired to him without prejudice of any other rights, and notably the seller shall be entitled to demand as a penalty clause the payment of a compensation equal to 15% of the sale price of the equipment. The seller shall then, after advising the buyer by registered letter, use the products as it wishes.

d) The products are delivered with their instructions manual for use; the user shall read them before using the products. The buyer shall check and see if he has the documents, if not it shall contact the seller to get them.

e) Acceptance: Without any claims within 30 days following the date of delivery, the product shall be considered as without any visible defects and accepted.

7 - TRANSPORT AND INSURANCE

The steps the seller may be led to take in the interest and on behalf of the buyer as regards insurance, transport, do not prevail against the principle of the delivery in the factory or store of the seller.

The fact of possibly including the transport cost in the price does not constitute an exemption to the principle of the delivery made in the factory or the store of the seller. Any transport made by the seller itself, whether the costs are to be paid for by the buyer or not, is considered as made according to a contract of carriage separate from the sale agreement.

If there are no instructions, the seller dispatches the goods in the best interests of the buyer.

In all cases, it is up to the buyer to check everything, to make all reservations upon the arrival of the product and to lodge, if the need arises, against the carrier the appeals, which must be lodged within 3 days following the acceptance, provided for by articles L133-1 and L133-3 of the French commercial Code; should these formalities not be complied with, the carrier's liability may not be implemented and the seller cannot in any case be sued for this reason.

8 - GUARANTEE

Term and extent of the Guarantee

8.1 - All products are guaranteed against defects in material and construction faults for a period of 12 months from the date appearing on the delivery slip.

8.2 - (i) This guarantee is strictly limited, after examination of the product by the seller and to suit its convenience, to the repair or replacement of the product recognized as defective, with the express exclusion of all accessory costs. (ii) Are only covered by the guarantee the cost of replaced parts and labour used. Travel costs and hotel expenses for the personnel on the user's site as well as transport costs of the product concerned at the seller's factory and return are to be paid for by the beneficiary of the guarantee.

8.3 - The guarantee does not cover the damage resulting from bad assembly, insufficient maintenance, or normal wear. It does not apply to paints and coatings.

8.4 - Any defect bringing into play the seller's guarantee must, failing forfeiture, be declared to the seller, with the invoice corresponding to the purchase of the product in question.

8.5 - Exchanges or repairing of parts covered by the guarantee cannot extend the guarantee.

8.6 - The guarantee will be removed from any product which is modified, altered, repaired outside the seller's workshops without the seller's prior written approval.

8.7- The seller's liability is expressly limited to the above-mentioned guarantee.

8.8 - An action to enforce the guarantee cannot justify any delay in payments.

9 - LIABILITY

Under no circumstances, shall the seller be held to indemnify the consequential direct or indirect damage or contingent damage, notably any operating losses, loss of profits or loss of earnings. The civil liability of the seller, all causes taken into account with the exception of bodily injuries and gross negligence, is limited to a sum with an upper limit fixed at the amount invoiced and collected of the supply alleged defective.

The buyer is responsible for the waiver in contract against the seller or its insurers beyond the limits and exclusions fixed above.

10 - SERVICE PERFORMANCE

The scale of service performance of the seller is understood exclusive of travel and hotel costs. The estimates for repairs of the seller not followed by an order are payable and include the operations of dismantling, reassembly and trips. Without a reply from the buyer within 30 days from the date appearing on the estimate, the equipment shall be returned as such, transport costs to be paid for by the buyer.

The customer agrees to place at the disposal of the seller a place required for the operation as well as the required means of lifting, handling and trial. The seller reserves the right to take into account the weather conditions on the site and accept no responsibility for any possible delays due to these conditions or to the non conformity of the site with the public health and safety conditions. Under no circumstance will the seller's liability be sought for the consequences of equipment which stops operating while it intervenes.

The customer must make sure of the solidity of supports, anchoring or props of the equipment set up; it has the responsibility of checking the solidity and the conformity with safety rules.

11 - JURISDICTION

By formal agreement, any disputes or difficulties relating to the construction or to the performance of the present order shall be under the JURISDICTION of the COMMERCIAL COURT of TROYES (10). The present terms are governed by French law.