

SUNUM GENERAL TERMS AND CONDITIONS

Sabancı Üniversitesi Nanoteknoloji Araştırma ve Uygulama Merkezi'nden ("SUNUM") General Terms and Conditions ("GC") contained herein is made to determine the terms and conditions applicable to the services requested within the Request of Services ("Services"). Any person or entity requesting Services from SUNUM through Request of Services ("Customer") hereby agrees and acknowledges that this GC applies to Services.

1. This GC shall only be valid and effective for SUNUM in case the Request of Services is duly filled by the Customer; and the GC and Request of Services are confirmed in writing by SUNUM; and the fee, duration and specific terms and conditions of the Services requested by the Customers are provided to the Customer as an offer by SUNUM; and such offer is confirmed by the Customer on an "as is" basis. For the sake of clarity, unless SUNUM approves the Request for Arbitration and send its offer to Customer, SUNUM is not bound to agree on any specific agreement or perform any obligation.
2. The Customer shall be exclusively responsible for obtaining samples to be used on the Services and delivering them to SUNUM, without any defect and in accordance with the purpose of the Services. In case the Customer fails to provide and protect the samples as required or in compliance with SUNUM's request, the Customer shall be exclusively responsible for any incompliance, failure or deficiency with regards to the Services.
3. The Customer is required to code and order its samples with respect to the Request of Services. Coding shall start from number "01". The coding shall be written on the samples in a way that is not removable. SUNUM shall not be responsible for the samples which are not coded or ordered as required and SUNUM shall not be responsible in case the Customer information is not provided on the platform/container where the samples are kept.
4. While filling and signing of the Request of Services Form, the Customer hereby declares, agrees and undertakes that it shall notify SUNUM with any adverse impacts of any samples on environment or human health, if any. In case the Customer fails to inform SUNUM duly in complete; the Customer hereby declares, agrees and undertakes that it shall be the sole responsible for any harm, loss or liability incurred on SUNUM, SUNUM's personnel or any third party. The Customer shall be liable to specify any information on "Other Provisions" section of the Request of Services which is related to any material, device and process that may affect environment, human health and/or SUNUM's facilities; or may result in any failure or defect on the Services. Requests that are not provided in the Request of Services Form may only be included in the Services, in case SUNUM agrees and approves the conditions of such requests including the conditions for fee and duration.
5. The terms and conditions regarding requests, fees, sample acceptance and payment terms of the Services which may be included in the Request of Services are published in detail on the website ("sunum.sabanci.edu.tr").
6. The declared time to delivery of the services is estimated, thus SUNUM shall not be responsible for any delays due to any reasons which are not attributable to SUNUM. In case of any amendment regarding the agreed conditions, the Customer shall be informed verbally or in writing.
7. The Customer undertakes to be ready on the appointment date in the specified laboratory, and in case the Customer fails to comply with this obligation due to force majeure events, it shall inform SUNUM at least one day prior to the scheduled appointment day. In cases where the Customer fails to inform SUNUM as required herein, the Customer shall pay the related fee of the requested Services. The Customer shall inform SUNUM 5(five) days prior to the commencement day of the

Services in writing regarding its personnel, representative or any other third person working for the Customer's behalf in SUNUM's facilities during the Services. Only those persons who are approved by SUNUM shall be entitled to use SUNUM's facilities provided that they comply with any of SUNUM's policies including on environment, security and privacy. The Customer shall be the sole responsible for any loss or damages incurred on SUNUM, SUNUM's personnel or any third person due to the actions or non-actions of its personnel, representative or any third person working for the Customer's behalf.

8. The samples requested to be returned by the Customer shall be returned with the report of request of Services. In case these samples are not received by the Customer within 15(fifteen) days as of notification of return, they shall be sent to disposal. Unless otherwise notified by the Customer, following the satisfaction of the request of Services, the samples may be stored for one month under proper care if possible. Following this one month period, the samples shall be sent to disposal. The Customer shall exclusively bear any costs related or arising out of delivery or transport. Unless the receipt of payment regarding the Service fee is provided to SUNUM, SUNUM shall be not liable to provide any report.

9. In case the result of Service is used in a scientific publication, the publication shall quote SUNUM as the place of the Services where the Services are performed. In case the Customer fails to comply with its obligation stated in the provision 9, it agrees and undertakes that it shall pay TRY500, 000.00 to SUNUM as a penalty.

10. The Customer agrees and undertakes that the results of Services are in accordance with the related request of the Services, and such results shall not be used for any commercial purposes. The Customer shall not use the results of Services including SUNUM 's brand, materials or all kinds of visual, audio, digital materials, devices (including any images of SUNUM' facilities or its employees) without SUNUM's written consent.

11. A report shall be drafted by Technical Expert following each request of Service. SUNUM's related authorized persons shall deliver this report to the Customer through a formal letter. In this formal letter, the remote access link for the results of the report shall be provided to the Customer. In doing so, the Customer shall be able to access the results of the report for 15(fifteen) days following the delivery of the access link. Any addition or amendment to the format of the results shall be subject to additional fees. The Customer shall be entitled to object the results of the report within 15(fifteen) days as of the delivery of the results. Any objection exceeding this 15(fifteen) days period shall be deemed invalid. Upon the objection by the Customer to the results, SUNUM shall conduct re-testing operations for the results. Following such testing, in case the tested results are found same by SUNUM, the total fee for the Services shall be charged from the Customer. In case SUNUM's fault is not proven, SUNUM shall be entitled to claim the costs for additional testing operations from the Customer.

12. SUNUM does not know or monitor the content, duration or any information related to requested Services for the projects conducted with respect to SANTEZ, KOSGEN, BAP, AB, and TUBİTAK etc... The Customer shall be the sole responsible for any liability arising out of any incompliance with the projects specified in the Request of Service form or in the payment documents. The Customer's contractual or legal liabilities or its similar undertakings to any third party shall not constitute or be construed as any undertaking or liability for SUNUM in any case.