

## TERMS OF USE

### A. INTRODUCTION

These Terms of Use determines the rules and conditions for the use of the [power.fgwilson.com](http://power.fgwilson.com) website ("Website" or "Site") and regulates the rights and obligations of the Parties accordingly.

Access to the Site and use of the Site, as well as all process that Users will perform through the Site, are subject to these Terms of Use.

By accepting these Terms of Use, you acknowledge that you have all the legal permissions and requirements necessary to use the Site and that if you are going to use the site on behalf of a company of which you are an authorized representative, you have all the necessary permissions to represent and to take action on behalf of the company.

Borusan Enerji Çözümleri Sanayi ve Ticaret Anonim Şirketi ("**Borusan**") reserves the right to change, update and renew all the content of these Terms of Use at any time without any notice. It is the responsibility of Users to follow the updates on the Site. The current Terms of Use will be effective from the moment of publication on the Site, and the use of the Site will be subject to the current Terms of Use from that moment on. Therefore, please follow the "Terms of Use" page regularly.

Borusan may change, upgrade or publish a new version of any of the features or functions of the Site at any time. Any new version of the Site will be subject to these Terms of Use unless otherwise expressly and separately stated by Borusan.

If you do not accept these Terms of Use, please do not use the Site. Before using the Site, carefully read the Terms of Use.

Borusan may suspend your account or terminate your use of the Site if you violate the Terms of Use and/or file a lawsuit or legal action against you in case of unlawful violation.

### B. GENERAL CONDITIONS

1. Borusan cannot be held responsible for any errors, systemic slowness, inability to use the Site that may occur due to the devices and/or internet connections of Users using the Site. The User agrees that access to the Site may be temporarily blocked in order to implement improvements and other changes to the Site.
2. Borusan and affiliates, subsidiaries, directors, representatives, employees or other representatives thereof are not liable for any direct, indirect, special, incidental, consequential, penal and/or exemplary loss or damage including but not limited to loss of profit or income, data loss and/or loss of business that may arise in connection with the use or non-use of the Site or reliance upon contents of the Site, whether the possibility of such loss or damages has been previously notified to Borusan.

3. Borusan reserves the right to remove and change the contents of the Site at any time and without giving any reason.
4. Borusan may prevent the use of the Site, on the condition that it reserves its legal rights, against the natural/legal person or persons who take initiatives in cases that violate the obligations set forth in the Terms of Use or the general rules declared on the Site (such as the use of software that will threaten the general security of the site and prevent the operation of the software used, performing activities, trying to be done, and obtaining, deleting, changing information).
5. It is prohibited to use the Site or the content on the Site for illegal purposes or to access any part of it by using an automatic mechanism such as robot or worm, or to copy and monitor for commercial/non-commercial purposes.
6. This Site may contain links to third-party applications/websites, but Borusan is not responsible for any content of these websites. You may be required to review and approve the applicable terms of use when using such apps/websites. In addition, a link to any third-party application/website does not mean that Borusan has approved the application/site or the products or services mentioned in the application/site.

### **C. TERMS AND CONDITIONS**

7. In order to create a site user account, the information in the relevant registration form must be entered in a complete, accurate and up-to-date manner. Borusan cannot be held responsible in any way for the fact that the information entered in the registration form is incomplete, incorrect or outdated.
8. After their information is verified and a user account is created, users will be able to use the Site by logging in with their user name/contact address and passwords and approving these Terms of Use. Users who do not have a user account can see the public parts of the Site, but they cannot take any action on the Site.
9. If Borusan has reasonable grounds to suspect that any information provided by the User is fraudulent, inaccurate or incomplete, it has the right to immediately suspend or terminate the User's right to access and use the Site without notice. The User is responsible for maintaining the confidentiality of all verification information associated with accessing and using the site. If you notice any potential misuse, loss or disclosure of your accounts or authentication information, or any security breach related to the Site, you should immediately notify Borusan.
10. The User agrees, declares and undertakes that he/she will comply with the Terms of Use and other provisions that may be published on the Site from time to time, the law, morality and good manners, the principles of honesty, conduct that may interfere with the operation of the Site by any means, and actions that violate or threaten the rights of third parties in all transactions that he/she will perform on the Site.
11. The User is directly responsible if the information such as user name and password given to him/her or determined by him/her is shared with third parties or organizations (including the malicious use of the password by other people). Likewise, the User cannot use someone else's IP address, e-mail address, user name and other information on the internet, and cannot access or

use other users' data without permission. Any legal and criminal responsibility that may arise due to the use mentioned herein belongs to the User.

12. If there are any clauses in the Terms of Use that you do not accept, or if you are not authorized to approve or accept the Terms of Use, you will not be able to use the Site. You also declare that you are of legal age, that you are in a position to make binding agreements within the framework of legislation, and that you are authorized to be responsible for, be evaluated within the framework of these Terms of Use, and comply with all conditions, obligations, confirmations, representations and warranties specified in these Terms of Use.
13. BORUSAN DOES NOT PROVIDE ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THESE TERMS OF USE. BORUSAN DOES NOT MAKE ANY GUARANTEES THAT THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT IT WILL BE COMPATIBLE WITH ALL TYPES OF SOFTWARE (INCLUDING CYBER ATTACKS OR INTERRUPTIONS IN MALICIOUS CODE OR SOFTWARE). BORUSAN DISCLAIMS LIABILITY FOR ANY DAMAGES ARISING FROM YOUR ACCESS OR USE OF THE SITE. ACCESS AND USE OF THE SITE IS AT YOUR OWN RISK, AND YOU WILL SOLELY BE ASKED FOR ANY DAMAGE TO YOUR INFORMATION SYSTEMS OR ASSETS OR LOSS OF DATA FROM SUCH ACCESS OR USE.
14. The following actions are prohibited within the scope of accessing and using the site:
  - Using the Site in a fraudulent manner or for any illegal or unfair purpose.
  - Continuing with the use of the Site despite the presence of a reason that eliminates authorization to use the Site.
  - Attempting to have unauthorized access to the Site.
  - Performing security vulnerability or similar other tests for the Site.
  - Collecting or attempting to collect information about other users of the Site.
  - Intervening with or interrupting the functioning of the servers or networks used for the Site including hacking or falsifying any part of the Site, or breaching any requirement, procedure or policy of these servers/ networks.
  - Restricting or blocking the use of the Site by any other person.
  - Reproducing, modifying, adapting, making derivative works of, selling, leasing, lending or otherwise exploiting any part of the Site (or any relevant use) without authorization of Borusan.
  - Reverse engineering, conversion into source code and disintegration in connection with any part of the Site.
  - Acting in breach of any copyright, trademark or other intellectual property rights.
  - Using the Site/ contents thereof for developing any product or service serving to the same or similar purpose as the Site or otherwise competes with it.

Users are responsible for the provision, maintenance and payment for the hardware, telecommunication and other services required for using the Site.

#### **D. RESERVATION**

15. The prices on the site at the time of reservation are not absolute, Borusan has the right to change the price of the product/service at any time, even after the reservation, until the sale is completed. Determination of the final sale price is at the sole discretion of Borusan.

16. The User accepts that there may be differences between the colors of the product or certain parts of the product published on the website and the ones seen with the bare eyes, that there may be typographical errors in the product's features, sales price, discounted sales price if any, taxes, other details and Borusan will not be responsible for these differences.
17. Please review the [Terms and Conditions for Seller](#) for the terms and conditions of booking transactions.

#### **E. INTELLECTUAL PROPERTY RIGHTS**

18. All proprietary registered or unregistered intellectual property rights such as title, business name, trademark, patent, logo, design, information and method in this Site belong to the Site operator and owner and are protected by national and international law. Downloading or using this Site does not grant any rights to such intellectual property rights.
19. The information on the Site cannot be reproduced, published, copied, presented and/or transferred in any way. The whole or part of the Site cannot be used on another website/application/media without permission or contrary to the rules specified here.
20. It is forbidden to use the Site's design, source codes, interface, content, database exactly, partially or completely by modifying or differentiating it.

#### **F. PROTECTION OF PERSONAL DATA**

21. As a result of activities such as receiving and fulfilling requests through the site and creating a user account, personal data relating to real persons can be processed. For detailed information on the processing of your personal data, please review the [Privacy Notice](#).

#### **G. OTHER PROVISIONS**

22. Istanbul (Central) Courts and Enforcement Offices are authorized to resolve disputes that may arise from the implementation of these Terms of Use.
23. All notifications to be sent to the relevant parties of these Terms of Use will be made through the e-mail address(es) of the Users at Borusan.