

GENERAL CONDITIONS OF ELECTRONIC DEVICE INSURANCE

Scope of Coverage

Article 1- The insurer shall not be liable for any unexpected and sudden Losses of any kind, including but not limited to; electronic machinery, equipment or data processing systems, the type, number, years of manufacture, characteristics and insurance values of which are specified in the attached table, which constitutes an integral part of this policy, while they are in normal operation after the test period or during cleaning, maintenance, revision and relocation at the same workplace or while they are stopped;

- a) It covers the repair costs and replacement costs required for material losses and Losses resulting from the negligence, fault, error, carelessness or sabotage of the operating personnel or third parties,
- b) Theft or attempted theft in the areas where the insured assets are located,
- c) Faulty design and material,
- d) The effects of short circuit, high voltage and induction current,
- e) Fire, lightning, explosion of any kind and extinguishing, demolition and rescue operations performed due to these,
- f) Scorching, blackening, smoke and soot,
- g) Natural disasters such as storm, flood, sluice, landslide, landslide except earthquake,
- h) Water and humidity effects and corrosion Losses resulting from these,
- i) Other cases not exempted.

Cases Excluded from Coverage Unless There is a Contract to the Contrary

Article 2- If there is no contract to the contrary, the following cases are excluded from the insurance coverage:

- a) Transportation expenses, overtime and holiday wages and increases, made by means other than regular means that will ensure the earliest transportation required by the losses and Losses that occur due to the reasons covered by the coverage,
- b) Losses and Losses of mobile and portable electronic devices during their use and shipment outside the insured location specified in the policy,
- c) Losses and Losses of insured assets as a result of earthquakes,
- d) All losses and Losses caused by strikes, lockouts, riots and civil commotions and the military and disciplinary actions required by these,
- e) Losses and Losses resulting from physical Losses to magnetic disks, tapes, cards and plain text forms and similar external information media, including information recorded in electronic data processing systems (storage),
- f) Replacement of the insured asset damaged due to the reasons covered by the coverage increased work and operating costs arising from the use of another alternative value,
- g) Loss and damage to valves and tubes,
- h) Losses resulting from terrorist acts specified in the Law No. 3713 on Combating Terrorism, sabotage resulting from these acts and interventions made by authorized bodies to prevent and reduce their effects, excluding the Losses specified in paragraph (m) of Article 3.

Cases Excluded from Coverage Article 3- The following cases are excluded from the insurance coverage:

a) All losses and Losses resulting from war, all kinds of war events, invasion, foreign enemy actions, conflict (whether war is declared or not), civil war, revolution, rebellion, uprising and the disciplinary and military actions resulting from these.

b) All losses and Losses resulting from ionizing radiations or radioactivity contaminations resulting from any nuclear fuel or nuclear waste resulting from the burning of nuclear fuel or from the reasons attributed to them and the military and disciplinary drugs required by these (the term burning in this clause also includes a self-sustaining nuclear explosion, dissociation "fission").

c) All losses and Losses resulting from planned disposals of the insured asset by the public authority,

d) Loss of profit or financial liabilities of whatever kind, for whatever reason,

e) Wear and tear resulting from normal processing and customary operation of the insured asset or from breakage, rust, temperature, erosion and oxidation, gradual deterioration caused by temperature and weather conditions,

f) Losses and Losses for which the manufacturer or seller of the insured asset is liable by law or contract,

g) Losses and Losses resulting from the knowledge of the insured or their representatives, the current faults, deficiencies and defects related to the insured seniority and the place covered by the insurance,

h) Maintenance costs resulting from the existence of the insured insurance without the damage being repaired during the insured period,

i) Future losses resulting from the use of replaceable parts such as valves and tubes, fuses, gaskets, belts and other, and methods that are customary to change and renew at certain intervals, such as oils or chemicals. loss and damage (These parts and materials will be subject to the coverage for losses and Losses in other insured coverages).

j) Aesthetic defects such as scratches and chronic defects occurring on the painted, polished or enameled outer surfaces of the insured assets (these defects are included in the coverage for losses and Losses in other insured expenses).

k) Material losses and Losses resulting from the intent and gross negligence of the insured or the responsible person acting in his place.

l) All Losses resulting from biological and/or chemical pollution, contamination or burning resulting from terrorist acts specified in the Law No. 3713 on Combating Terrorism and sabotage incidents arising from these acts or interventions made by authorized bodies in order to prevent and prevent these acts.

Insurance Fee and Adjustment Article 4- The insurance amounts of the insured assets specified in this policy and the attached table constituting the part of this policy shall be equal to the new expense amounts of these assets (including transportation, erection, customs, duties, taxes, fees and expenses, if any). If the new replacement amount of any unit or unit calculated in this manner is more than the insurance amount at the time of the damage, the part of the injury that does not correspond to this difference will be cancelled as insured.

If it is determined before the damage that the insurance amounts of the insurance coverage are more or less than the new (replacement) values, an adjustment shall be made on a daily basis within 15 days and the overpaid or underpaid premium differences shall be refunded or collected.

Beginning and End of Insurance

Article 5- Insurance shall start at 12:00 noon Turkish time on the days written as the start and end dates in the policy, unless otherwise agreed upon, and shall end at 12:00 noon.

Insured's Declaration Obligation

Article 6- The insurer has accepted this insurance based on the insured's written statement in the offer, policy and annexes to notify the true status of the risk.

If the insured's statement is untrue or incomplete, and in cases that require the insurer not to make the contract or to make it under more severe conditions:

a) If the insured has intent, the insurer may withdraw from the contract within one month from the date on which it learns of the situation or shall keep the contract in force by receiving the premium difference. In case of withdrawal, the insurer shall be entitled to premium. If the risk has occurred, it shall not pay compensation.

b) If the policyholder does not have intent, the insurer shall terminate the contract within 1 month from the date of learning the situation or shall keep the contract in force by collecting the premium difference.

If the policyholder notifies within 15 days that he/she does not accept the requested premium difference, the contract shall be terminated. The termination notice made by the insurer by registered mail or through a notary shall become effective at 12:00 on the 5th business day following the date of notification to the insured, and the termination notice made by the policyholder shall become effective at 12:00 noon on the day following the date it is mailed or given to the notary.

The premium for the period until the date of termination shall become effective shall be calculated on a daily basis in case of termination of the contract by the insurer, and on a short-term basis in case of termination by the policyholder, and any excess shall be returned.

c) The right to withdraw, terminate or request the premium difference shall be void if not exercised within the time limit.

d) In cases where the policyholder does not have the intention, the risk occurs: a- Before the insurer learns the situation or,

b- Within the period in which the insurer can give notice of termination or,

c- Within the period for this notice to become effective, the insurer shall make a deduction from the compensation in proportion to the premium accrued and the premium that should have been accrued.

Notification Obligation During the Insurance Period and Its Consequences

Article 7- If the location or condition of the insured asset declared in the proposal, policy and annexes is changed without the consent of the insurer after the contract is made, the policyholder shall notify the insurer of this change:

- a) Immediately if it was made by him or by someone else with his express or implied consent,
- b) As soon as he learns of the situation if it was made by another person without his express or implied consent, and in either case, within 8 days at the latest.

From the date the insurer learns of the change, if this change requires not to conclude the contract or to do so under more severe conditions, within 8 days:

1. Terminates the contract or,
2. Keeps the contract in force by requesting the premium difference.

If the policyholder notifies within 8 days that he/she does not accept the requested premium difference, the contract is terminated. The termination notice made by the insurer by registered mail or through a notary shall become effective at 12:00 on the 5th business day following the date of notification to the insured, and the termination notice made by the policyholder shall become effective at 12:00 noon on the day following the date it is mailed or given to the notary.

The premium for the period until the date the termination becomes effective shall be calculated on a daily basis in case the contract is terminated by the insurer, and on a short-term basis in case the contract is terminated by the policyholder, and any excess shall be returned. The right to request the termination or premium difference that is not used in due time shall be waived.

If the insurer, who learns that the location or condition of the insured asset declared in the offer, policy and annexes has changed, takes an action that shows that it agrees to the continuation of the insurance contract, such as collecting the insurance premium, the right to terminate shall be void.

If the policyholder has not intentionally notified the changes in the location and condition of the insured asset that aggravate the risk within the notice period, the right to compensation for Losses occurring after the notice period shall be void; if the failure to comply with the notice obligation is not intentional, a deduction shall be made from the compensation according to the ratio between the premium received and the premium that should have been received. If it is understood that the change is of a nature that mitigates the risk and requires a lower premium application, the premium difference to be found on a daily basis from the date of this change until the termination of the contract shall be returned to the policyholder.

The provisions of this article shall also apply to the insured in the same manner.

Change of Ownership

Article 8- In the event of a change in the ownership of the insured asset, the insurance shall continue and the rights and obligations of the insured arising from the policy shall be transferred to the new beneficiaries. In this case, the policyholder and the new beneficiary who learns of the existence of the insurance shall be obliged to notify the insurer of the transfer within 15 days. If this obligation is not fulfilled, the insurer shall be relieved of liability.

Change of insurer; the new beneficiary may also terminate the insurance within 8 days from the date of learning about the existence of the insurance.

The right of termination not used in due time shall expire.

In case of termination of the policy by the insurer, the termination notice given by the insurer by registered mail or through a notary shall become effective at 12:00 on the 5th business day following the date of notification to the insured, and in case of termination by the new beneficiary, at 12:00 noon on the day following the date on which the termination notice was delivered to the mail or notary.

The premium for the period until the date on which the termination becomes effective shall be calculated on a daily basis in case of termination by the insurer, and on a short-term basis in case of termination by the new beneficiary, and the excess shall be returned to the new beneficiary.

At the time of change of the owner of the insured asset, the policyholder shall be jointly liable for the existing premium debts with the new beneficiary who has not exercised his/her right of termination. In the event of the policyholder's death, all rights and obligations arising from this insurance shall pass to the new beneficiaries as they are.

Payment of Insurance Premium, Commencement of the Insurer's Liability and Default of the Policyholder

Article 9-The entire insurance premium, if it is agreed that the premium will be paid in installments, the down payment (first installment) must be paid as soon as the contract is made and at the latest upon delivery of the policy. Unless otherwise agreed, if the premium or down payment is not paid, the insurer's liability shall not commence even if the policy is delivered and this matter shall be written on the front of the policy. If the policyholder fails to pay the insurance premium or, if it is agreed that the premium will be paid in installments, the down payment, by the end of the day the insurance policy is delivered, he/she shall be in default and if he/she fails to pay the premium debt even within 30 days following the date of default, the insurance contract shall be terminated without any notice. In cases where it is agreed that the insurer's liability will start with the delivery of the policy despite the premium not being paid, the insurer's liability continues for the first 15 days of this one-month period.

If it is agreed that the premium will be paid in installments, the exact payment time, amount and consequences of not paying the installments on time are written on the policy or notified to the policyholder in writing together with the policy. The policyholder is in default if he/she does not pay any of the premium installments whose exact due dates are specified on the policy or notified to him/her in writing by the end of the due date. If the policyholder does not pay the premium debt within 15 days following the date of default, the insurance coverage will cease. Provided that the risk does not occur, if the premium debt is paid during the period when the coverage is suspended, the coverage will continue from where it was suspended. If the premium debt is not paid within 15 days from the date when the insurance coverage is suspended, the insurance contract will be terminated without any need for notice.

Provided that it is written on the front of the policy, the portion of the premium installments that are not yet due upon the occurrence of the risk, which does not exceed the compensation amount that the insurer is obliged to pay, becomes due.

In cases where the insurance contract is deemed to be terminated in accordance with this article, the premium corresponding to the period during which the insurer's liability continues shall be calculated on a daily basis and the excess shall be returned to the policyholder.

Obligations of the Insured During the Validity of the Policy

Article 10- The insured is obliged to show the necessary care for the safety and protection of the insured assets as if he were not insured.

The insured is obliged to take the necessary reasonable measures to keep the insured assets in normal condition and in working order, to comply with the usage, control and maintenance principles specified in the user manual of the manufacturer, to prevent overloads from accepted technical measures, to fully comply with the current regulations and instructions of the administrative authorities, and especially those related to the operation and control of the insured assets.

The insurer is authorized to inspect and control the insured assets through its authorized officers when necessary, and the insured is obliged to allow and assist these inspections and to take reasonable measures suggested by the insurer.

Obligations of the Insured in Case of Damage

Article 11- The insured is obliged to fulfill the following in case of damage:

- a) Notify the insurer within 5 days at the latest from the date of learning about the damage,
- b) Take the necessary rescue and protection measures as if he were not insured and comply with the instructions given by the insurer to the best of his ability for this purpose,
- c) Provide the necessary information and documents (original or a certified copy or photocopy) that are useful for determining the cause of the damage and the circumstances under which it occurred and determining the amount of loss and damage and evidence, and that can be provided for the insured upon the insurer's request without delay and provide and preserve the necessary information and documents that can be provided for the insured in order to exercise the right of recourse,

However, after the insured notifies the insurer in accordance with the above provisions, he may carry out minor repairs (also without waiting for the arrival of the authorized personnel of the insurer, provided that he notifies the insurer of the repair) in order to prevent the disruption of the business's activities.

If the insurer does not send its expert to the location of the damage within 7 days after receiving the damage notice, the insured may start repairing the damaged part without being subject to any record.

- d) To submit a declaration of indemnity stating the estimated amount of loss and damage to the insurer within a reasonable and justified period,
- e) Not to make any changes to the damaged place or goods except in cases of necessity,

- f) To allow authorized representatives of the insurer to conduct research and examinations on the insured place or goods and related documents in order to determine the compensation obligation and amount and recourse rights,
- g) In the event of theft of insured assets, to immediately notify the police as soon as he learns about the situation and to present the record to the insurer,
- h) To notify the insurer of any other insurance contracts related to the subject of the insurance.

Decrease or Reduction of the Right to Compensation

Article 12-

- a) If the insured does not fulfill his/her obligations in the event of damage and as a result of this, the amount of loss and damage increases, the increased amount will be deducted from the compensation to be paid by the insurer.
- b) If the insured intentionally causes the risk to accrue or acts to intentionally increase the amount of loss and damage, his/her rights arising from this policy will be void.

Determination of Damage

Article 13- The amount of loss and damage incurred in the insured assets under this policy shall be determined by agreement between the parties. If the parties cannot agree, the amount of loss and damage shall be determined by experts who are engineers or technicians specialized in this field and who are called arbitrators, subject to the following provisions:

- a) If the two parties cannot agree on the selection of a single arbitrator-expert, each party shall appoint its own arbitrator-expert and notify the other party of this matter by notary public.

The party arbitrators-experts shall select a third impartial arbitrator-expert within 7 days of their appointment and before proceeding with the examination and shall record this in a report. The third arbitrator-expert shall only be authorized to decide on the issues on which the party arbitrators-experts disagree, provided that it remains within the limits of the disagreements and is more exclusive.

The third arbitrator-expert may give his/her decision in an independent report or in a report together with other arbitrator-experts. The arbitrator-expert reports shall be notified to the parties at the same time. In addition to the amounts of loss and damage to be determined for each unit, the arbitrator-expert reports shall also include the actual value of the damaged assets one day before the damage and their replacement value, the condition and value of the debris that can be used for repair or other matters.

- b) If either party does not appoint the arbitrator-expert within 15 days of the notification made by the other party, or if the party arbitrator-experts cannot agree on the selection of the third arbitrator-expert within 7 days, the party arbitrator-expert or the third arbitrator-expert shall be selected from among impartial and expert persons by the president of the court authorized to hear commercial cases in the area of the damage upon the request of one of the parties.
- c) Both parties have the right to request that the third arbitrator-expert be selected from outside the place where the insurer or the insured resides or where the damage occurred -

whether this person is selected by the party arbitrator-experts or by the authorized court president - and this request must be fulfilled.

d) If the arbitrator-experts die, resign or are rejected, a new arbitrator-expert is selected in place of the departed arbitrator-expert according to the same procedure and the determination process continues where it left off. The death of the insured does not terminate the duty of the appointed arbitrator-expert. If an objection to the arbitrator-experts due to lack of expertise is not made within 7 days from the date of learning about these persons, the right to object is waived.

e) Arbitrator-experts are completely free in their examinations. They are not bound by the provisions of the Civil Procedure Code and other legislation.

f) In order to determine the amount of loss and damage, they may request records and documents that will help determine the current insured property and its value, and they may conduct an examination at the scene of the damage.

g) The decisions of the arbitrator-expert or arbitrator-experts, or the third arbitrator-expert regarding the amount of loss and damage are final and binding on the parties. If the amount of loss and damage has not been determined by the parties, compensation cannot be claimed or sued from the insurer without relying on the decision of an arbitrator-expert. An objection may be made to the arbitrator-expert decisions only if the decision is clear at first glance, i.e., if it is clearly significantly different from the true situation, and the annulment of these decisions may be requested from the court authorized to hear commercial cases at the scene of the damage within one week from the date of notification of the report.

h) Unless the parties agree on the amount of compensation, the claim becomes due only with the decision of the arbitrator-expert, and the statute of limitations does not start to run before the date of notification of the final report to the parties. Unless the appointment of arbitrators-experts is made within the notification period stipulated in Article 1292 of the TCC, a period of 2 years has elapsed.

Payment of Compensation

Article 15- The insurer may repair and replace the damaged insured asset or its damaged parts, or may pay the price of these in cash.

The insurer shall make compensation payments after seeing the invoices and documents related to the repair and replacement.

In the event of loss and damage resulting from theft;

Compensation shall become due one month after the insurer is provided with the information and documents that are useful for the determination of the validity of the theft claim.

If an investigation has been initiated by the police or judicial authorities regarding the rightful owner or the policyholder, the insurer may postpone the payment of compensation until the completion of this investigation.

If the stolen insured assets are recovered completely or partially following the payment of compensation or if the insured obtains information about them, the insured is obliged to immediately notify the insurer in writing.

The insured is obliged to transfer his rights over the insured assets seized to the insurer upon request. If the insured assets seized have been compensated for their full value, the insured is obliged to either return the compensation or make them available to the insurer. The insured is obliged to make his decision on this matter within two weeks from the date of the request made by the insurer. If the insured does not make his decision within this period, the right to choose passes to the insurer.

If the insured assets seized have been compensated for a part of their value, the insured may preserve them by returning the compensation.

If the insured does not notify the insured that he wants to preserve these assets within two weeks upon the request made by the insurer, the insured assets are sold by auction upon agreement with the insurer and the amount of the compensation paid from the remaining part after the sales expenses are deducted from the sales price belongs to the insurer.

If the insured assets seized have been compensated for a portion of their value, the insured may preserve them by returning the compensation.

If the insured does not notify the insured within two weeks of the request made by the insurer that he/she wishes to preserve these assets, the insured assets shall be sold by auction upon agreement with the insurer and the amount remaining from the sale price after deducting the sales expenses shall belong to the insurer, corresponding to the compensation amount paid.

If a decrease in the value of the seized insured assets occurs due to theft, the insurer shall be liable to compensate the Losses arising from this.

Consequences of Damage and Compensation

Article 16- The insurer shall legally replace the insured for the amount of compensation paid. The insured and the policyholder shall be obliged to provide documents and information useful to the case and obtainable by the insurer.

If the risk provided is realized and full damage occurs, the insurance coverage shall terminate. In the event of partial damage, the insurance amount shall be reduced by the amount of compensation paid as of the date of damage.

If the insurance amount is shown separately in the policy for various units (units or groups) and one or more of these units (units or groups) suffers a total loss, the insurance coverage for these units (units or groups) ends on the date of the damage. In the event of partial damage, the insurance amount determined for each unit (unit or group) is reduced by the amount of compensation paid as of the date of the damage.

In cases where the insurance amount is reduced, the insurance amount can be increased to the previous amount by collecting a premium based on the day from the date of the damage.

In cases of partial damage, the parties have the right to terminate the insurance contract. The parties can only exercise their right to terminate before the compensation is paid.

The termination notice made by the insurer via registered mail or notary shall become effective at 12:00 on the 5th business day following the date of notification to the insured, and the premium for the period until the date of termination is calculated based on the day and the excess shall be returned.

If the policyholder exercises his/her right to cancel, this cancellation shall become effective at 12:00 noon on the day following the date on which the notice is sent to the post or notary, and the premium for the unused insurance period shall not be refunded.

Abandonment

Article 17- Unless there is a contract to the contrary, the damaged goods cannot be left to the insurer.

MISCELLANEOUS PROVISIONS

Taxes, Duties, Charges and Administrative Expenses

Article 18- Taxes, duties and charges imposed or to be imposed on the insured in accordance with the laws regarding the insurance contract, price or premium shall be collected from the insured.

Notifications and Notices

Article 19- The notifications and notices of the insured or the insured shall be made to the insurance company's headquarters or the agency mediating the insurance contract, through a notary public or by registered mail.

The insurance company's notifications and notices shall also be made to the policyholder's or the insured's address shown on the policy, or if these addresses have changed, to the last address notified to the insurance company's headquarters or the agency mediating the insurance contract in the same manner.

Notifications and notices made by hand or telegram delivered to the parties in return for signature shall also be deemed registered mail.

It is essential that the notifications of damage or the notifications regarding the commencement of repairs are made in the fastest way possible.

The repair process will not be started without notification.

Confidentiality of Commercial and Professional Secrets

Article 20- The insurer is responsible for the Losses arising from the failure to keep confidential the commercial and professional secrets it learns about the insured.

Competent Court

Article 21- In the cases to be filed against the insurance company due to disputes arising from this policy, the competent court is the court of the place where the insurance company's headquarters or the agency mediating the insurance contract is located or where the damage occurred, and in the cases to be filed by the insurance company, the court of the place where the defendant's residence is located.

Statute of Limitations

Article 22- All claims arising from the insurance contract become time-barred in 2 years.

Special Conditions

Article 23- Special conditions that do not conflict with these general conditions or the clauses related to them, if any, may be included.

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