

GENERAL CONDITIONS OF CREDIT INSURANCE

Effective Date: 01.02.2009

A- SCOPE OF INSURANCE

A.1- Subject of Insurance

In the credit sales and credit service transactions decided by this insurance contract, the buyer;

A.1.1. Goes bankrupt,

A.1.2. If it is a legal entity, a liquidation decision is taken against it due to its inability to pay its debts,

A.1.3. A restrictive decision is taken by a court or an authorized official authority binding all creditors regarding the payment of its debts,

A.1.4. The enforcement proceedings carried out by documenting the inability to pay the debt or proving this situation in another way acceptable to the insurer are unsuccessful,

A.1.5. The material losses that the insured in the position of seller may suffer due to the fact that he/she cannot partially or completely receive the price of the sales made within the borders of the Republic of Turkiye as a result of declaring a composition regarding his/her debts and other situations that are legally equivalent to the situations mentioned above,

A.1.6. In addition, provided that there is a contract; the buyer's failure to pay the price of the goods or services under the conditions agreed upon in the contract (default) other than the situations listed above is covered.

The coverage may be provided for only one, several or all of the risk groups listed above, provided that it is specified in the policy.

A.2- Definitions

Under these general conditions:

Maximum Invoicing Period: The maximum period from the shipment of goods and provision of services in export sales, and from the delivery of goods and provision of services in domestic sales to the invoice being issued,

Due Date: The date indicating the payment date of the debt that must be specified in the contract made with the buyer or committed by the buyer with the invoice,

Extended Due Date: The new payment date for which the due date is extended,

Debt: One or more invoice amounts that the buyer is obliged to pay to the insured in the contract made with the buyer,

Buyer: (Amended-Entry into force: 25.08.2011) The real/legal person acting within the scope of his/her professional activity and responsible for the payment of the prices of the goods sent and/or services provided by the insured within the scope of the insurance contract,

Sale Against Documents: In accordance with the terms of sale, but after the payments related to the goods in question are made in full and completely, the bank or other person responsible for the delivery of effective payment documents to the buyer the sales transaction in which the seller has control over the goods until they are delivered to the authorized intermediary,

Credit Limit: The maximum amount of liability assumed by the insurer in relation to any buyer,

Delivery: The goods being made available at the place and under the conditions specified for the buyer or the person acting on his behalf, and in sales against documents, the delivery shall be completed when the documents related to the goods reach the delivery place,

Shipping: The situation in which the products are delivered to third parties who will carry them to the delivery place specified in the sales contract,

Overdue Debt: The failure to pay a debt related to a sales or service contract on the date specified in the sales or service contract or otherwise,

Collections from the Debtor Buyer: Payments made by the buyer to the insured or insurance company, without limitation, before or after the payment of compensation; interest payments received by the insured or the insurer after late payment; income obtained from the settlement or cashing in of the guarantees held by the insured or the insurer; any return invoice issued by the buyer with the knowledge and acceptance of the insured; the value obtained as a result of the exchange declaration by the buyer or the insured; the amounts received from the buyer or third parties, including the amount obtained from the conversion of goods that the insured may take back or dispose of, provided that it is not less than 50% of the value stated on the sales invoice of the goods (unless another rate is specified by the agreement),

Default: Refers to the failure to pay the debt on the due date agreed upon by the buyer.

A.3- Scope of the Insurance Contract

The guarantee is applied to the sales of goods and services invoiced according to the contracts made by the insured with various buyers and the price of which is agreed to be paid within the maximum due date determined in the special conditions. Unless otherwise agreed, it is essential that all sales made according to the sales contracts drawn up between the insured and the buyers are covered by insurance. For this purpose, the insured declares the turnover resulting from the said sales contracts to the insurer in accordance with the procedures determined in the special conditions.

Unless otherwise agreed, insurance coverage covers receivables arising from goods or services shipped abroad or goods and services delivered domestically during the insurance period, provided that the invoices related to these goods or services are issued within the insurance period and within the maximum invoicing period.

A.4- Duration of Insurance Contract and Commencement of Coverage

The insurance contract is prepared for the period specified in the special conditions. Insurance starts at 12:00 noon Turkish time on the days written as start and end dates in the policy, unless otherwise agreed.

Unless otherwise agreed, the coverage starts with the shipment of goods and provision of services in export sales, and with the delivery of goods and provision of services in domestic sales, provided that it is within the term of the insurance contract and the invoices are issued within the maximum invoicing period.

In consignment sales, sales in customs warehouses and sales during promotions at commercial fairs, in cases where the subject of the sales contract is goods currently located outside the borders of the Republic of Turkiye and the sale is made to a buyer resident in a country covered by the insurance contract, the insured must have prepared the invoice within the insurance period in order for the coverage to become effective.

A.5- Establishment and Amendment of the Guarantee

The insured is obliged to apply to the insurer for the approval of each buyer and the allocation of credit limits to the buyers in question in relation to the sales contracts the content of which is defined in these general conditions.

A.5.1. Buyers Whose Credit Limit Request is Made Namely

The guarantee is valid for the receivables arising from the sales contracts made by the insured with the buyers approved in writing by the insurer. If the request made by the insured is accepted, the insurer notifies the credit limit allocated for the buyer in question with a credit limit form. The terms of the guarantee and the measures requested to be taken by the insurer are specified in this form.

If the buyers are approved, the guarantee shall be valid for the credit risks arising from the sales made by the insured for the relevant buyer as of the date the insurer receives the credit limit application made by the insured for the relevant buyer or after this date.

The insured may request the insurer to increase the credit limit. If this request is approved, the new credit limit shall be valid as of the approval date.

A.5.2. Buyers Whose Credit Limit Request Was Not Made Namely

The guarantee also applies to sales made to buyers for whom the insurer has not yet given its preliminary approval for the cases specified in the special conditions. However;

- The insurer must not have previously rejected the buyer's approval application,
- Payment must have been made on time for each delivery in the transactions made with the buyer before this.

The amount and conditions of the credit limit allocated to buyers for whom the credit limit request was not made namely are specified in the special conditions.

A.6- Insurer's Payment Obligation

In case of material damage suffered by the insured as a result of the buyer's failure to pay its debts arising from the sales contracts, unless a shorter period is specified in the special conditions:

A.6.1. In the event of the buyer's bankruptcy, provided that the compensation request is accepted by the liquidator or upon the expiration of the five-month period from the transmission of the intervention request specified in Article B.2 to the insurer,

A.6.2. In other cases, five months after the transmission of the intervention request to the insurer,

A.6.3. In all cases specified above, if the amount is less than the amount specified in the special conditions, the insurer shall be liable to pay the compensation two months after the intervention request is submitted to the insurer. In the insurance contract related to sales to a single buyer or in political risks, the above periods may be changed under special conditions.

A.7- Cases Excluded from Coverage

Cases that directly or indirectly prevent or delay the payment of sales prices as a result of one of the following reasons are excluded from the insurance coverage:

A.7.1. Cases Excluded from Coverage in Domestic and Export Sales Without Any Discrimination

A.7.1.1. Ionizing radiations or radioactivity contaminations resulting from any nuclear fuel or nuclear wastes resulting from the combustion of nuclear fuel or reasons attributed to them and the disciplinary and military measures required by these (the term combustion in this clause shall also include any self-sustaining nuclear fission "fusion" event),

A.7.1.2. Sales where the price is paid before delivery or confirmed by a bank or private finance institution by issuing a letter of guarantee or confirmed by a bank in the insured's country by issuing an irrevocable documented letter of credit,

A.7.1.3. Negligence, error, abuse of the insured, his/her representative, assistants or any person acting on behalf of the insured in fulfilling the provisions of the sales contract or bankruptcy, negligence or error of any bank collecting the sales price,

A.7.1.4. Goods or services exchanges, sales in return for goods or services.

A.7.1.5. Losses resulting from acts of terrorism specified in the Law No. 3713 on Combating Terrorism, including Losses resulting from biological and/or chemical contamination, contamination or poisoning, and sabotage resulting from these acts, or resulting from interventions made by authorized bodies in order to prevent and reduce the effects of these acts.

A.7.1.6. Losses resulting from shipments, deliveries or services provided to recipients to whom the insured has or should have provided a negative information notification or past due debt notification regarding an unpaid debt.

A.7.1.7. Losses resulting from shipments, deliveries or services provided to recipients known by the insured to be in financial difficulty.

A.7.1.8. Interest, any penalty or expense after the due date or extended due date.

A.7.1.9. Disputes between the insured and the buyer regarding the characteristics and condition of the goods or the provisions of the sales or credit agreement,

A.7.2. Cases Excluded from Coverage in Domestic Sales

In addition to the cases listed in Article A.7.1, the following cases are also excluded from the coverage:

A.7.2.1. War, enemy actions, clashes (whether war is declared or not), revolution, rebellion and the disciplinary military actions required by these,

A.7.3. Cases Excluded from Coverage in Export Sales

In addition to the cases listed in Article A.7.1, the following cases are also excluded from the coverage:

A.7.3.1. Non-payment of the price of the goods due to the buyer's agent or the bank collecting the price of the goods losing its solvency or avoiding payment,

A.7.3.2. Damage resulting from the exporter or buyer's failure to properly fulfill the provisions of the export and import regime,

A.7.3.3. Losses arising from the insured's failure to act in accordance with the relevant legislation or custom in sales against documents, resulting from the loss of control over the goods.

A.7.3.4. (Amended - Entry into force: 25.08.2011) War between two or more permanent member countries of the United Nations Security Council, whether declared or not.

A.8- Cases that can be covered by an additional contract

(Amended - Entry into force: 25.08.2011) The following cases are excluded from the coverage unless otherwise stated in the contract. A.8.1. Natural disasters such as earthquake, volcanic eruption, flood and inundation, landslide,

A.8.2. A political or economic event or any similar legal or administrative measure,

A.8.3. Sales made by the insured to buyers operating outside the private sector,

A.8.4. If the insured is a natural person; sales made by the insured himself, his relatives and relatives, in case of legal entity; exclusively to the buyers with whom he has a relationship through relatives and kinship, partnership, partnership and management and similar affiliations,

A.8.5. (Amended - Entry into force: 25.08.2011) Continuation of the previously valid coverage for deliveries that the insured is obliged to make within a period to be determined in the policy, regarding sales contracts arranged within the last six months following the insurer's reduction or removal of the coverage due to a possible risk situation, provided that one of the situations listed in Article A.1 does not apply to the buyer for whom the insurer has reduced or removed the coverage limit.

A.9- Deductibles

The part of the insured's loss calculated in accordance with Article B.4, determined according to special conditions, is the responsibility of the insurer. The balance remains the sole responsibility of the insured and cannot be insured separately. Similarly, the entire debt exceeding the credit limit and not generally included in the guarantee by the insurer remains the sole responsibility of the insured and cannot be insured separately. The Deductibles determined is specified in the insurance contract. Unless otherwise specified in the special conditions, 50% of the calculated damage of the insured for buyers whose credit request has not been made by name is the responsibility of the insurer.

B- LOSS AND COMPENSATION

B.1- Possible Damage and Aggravation of Risk

The probable damage is the situation in which the insured immediately notifies the insurer of any negative information regarding the commercial or financial situation of a buyer or any difficulty or unusual situation in the delivery or payment documents or the establishment of guarantees related to the performance of the contract or any event that may lead to a damage covered by the insurance contract or notifications or lawsuits filed regarding the debt or the insurer detects such a situation.

In the event of a possible loss, the insurer may reduce or remove the guarantee for one or more buyers or for certain types of contracts by giving notice, stating the reasons and in accordance with the principles set out in Article C.6.

(Amended - Entry into force: 25.08.2011) Following the insurer's reduction or removal of the security in this manner, the security previously in force may be taken into the collateral with

an additional contract for deliveries that the insured is obliged to make for a specified period in relation to sales contracts issued within the last six months.

Any default regarding the debt shall be notified to the insurer by the insured within 60 days from the due date or extended due date. This period may be reduced to 30 days from the due date or extended due date, provided that it is specified in special conditions.

If this notification is not made, the insured loses the right to benefit from the security.

If the buyer's bankruptcy has commenced or a liquidator, trustee or relevant authority has been appointed or if the debt has not been paid in full within 30 days from the due date or extended due date, the insured may not make any delivery or accept an extension of the due date in relation to the buyer in question, unless expressly authorized by the insurer.

Any collection to be made after the notification of possible damage shall be immediately notified to the insurer.

B.2- Request for Intervention

The insured must request the insurer to intervene (request intervention) regarding each possible damage.

The latest date on which the request for intervention must be made is specified in the special conditions. This date is determined as a day between the 30th day following the invoice due date and the 60th day following the notification of the overdue debt.

However, in policies where there is a single recipient, the insured is obliged to send the request for intervention within 30 days from the invoice due date at the latest, and in the event of the recipient's bankruptcy, the insured must request intervention as soon as he learns of the bankruptcy.

By requesting intervention, the insured authorizes the insurer to fully exercise its rights regarding the entire debt, including the part that is not under the insurer's liability, and provides the insurer with all kinds of authorization documents and powers of attorney to ensure that it acts on its behalf.

The transmission of the intervention request to the insurer means that a compensation claim is made regarding the insurance contract.

B.3- Conditions of Compensation

The damage that gives the insured the right to claim compensation must be the result of an insured risk and all conditions specified in the approved credit limit form must have been met before the occurrence of the event causing the damage.

In cases where the amount of the insured's receivable or the validity of his rights are in dispute, the payment of compensation is postponed until the dispute is concluded with a final

court or arbitrator-expert decision. This provision also applies to disputes arising from the insured's debts to the buyer.

B.4- Calculation of Loss

The maximum compensation amount that the insurer will pay to the insured for each damage in accordance with the insurance contract is the difference between the items listed under headings A and B below:

A: (i) The amount of the invoice or invoices issued by the insured for the goods sold or services provided, excluding VAT

(ii) The following items to be added to this invoice amount:

- VAT if included in the guarantee,

- Packaging, loading, freight, insurance costs and taxes that the buyer is obliged to pay to the insured and specified in the contract, excluding any interest, penalty or expense arising from late payment.

B: (i) Collections made by the insured and the insurer from the debtor buyer,

(ii) Expenses that the insured is exempt from making due to non-payment of the debt

(iii) Amount obtained from the sale of the goods.

Unless there is a provision in the special conditions regarding the limited ability to sell the goods in question, the amount obtained from the sale of these goods cannot be less than 50% of the invoiced amount.

B.5- Amount of Compensation, Payment and Results

The compensation to be paid is calculated by deducting the Deductibles to be determined according to Article A.9 from the loss calculated limited to the credit limit allocated to the buyer.

The maximum compensation total to be paid by the insurer in the relevant insurance period is limited to the maximum compensation payment amount specified in the special conditions. The maximum compensation payment amount is determined between the insurer and the insured, provided that it is not lower than the largest buyer limit.

The insurer must pay the compensation to the insured within 30 days at the latest after the information and documents giving rise to the payment obligation have reached it.

If it turns out that the payment should not be paid in full or in part for any reason after the compensation payment, the amount in question shall be collected from the insured within 10 days after the insurer notifies the insured.

In the event of a risk, the parties have the right to terminate the insurance contract. The parties may only exercise their right to terminate before the compensation is paid.

B.6- Subrogation

The insurer legally replaces the insured for the amount of compensation it has paid. The insured is obliged to provide documents and information that are useful and obtainable for the lawsuit that the insurer may file.

In export credit insurance, the insured's obligations arising from foreign exchange legislation remain with him in any case.

B.7- Obligations of the Insured Regarding Risk

The insured is obliged to notify the insurer as soon as he/she becomes aware of any negative information regarding the commercial or financial status of a buyer, or any difficulty or unusual situation in the delivery of delivery or payment documents, or the establishment of guarantees regarding the performance of the contract, or any event that may lead to a loss covered by the insurance contract, or any notifications or lawsuits regarding debts.

The insured is obliged to assist the insurer in determining the risk to be undertaken under this insurance and to convey all details he/she knows regarding the risk to the insurer before the insurance contract enters into force.

The insured is obliged to show utmost care by taking into account the amount and duration of the risk when starting the sales transaction and afterwards, and to carry out all transactions with the same care and attention as if he/she were not insured.

The insured cannot waive any right or security in relation to the debt of the buyer, accept no discount in whole or in part, and enter into no agreement, compromise or make any arrangement in relation to the debt without the prior written consent of the insurer. However, the insured may extend the final payment period determined by the final credit terms accepted by the buyer, provided that it does not exceed the payment period specified in the special conditions, by informing the insurer without the prior written consent of the insurer.

The insured is obliged to take all necessary measures to eliminate or minimize the damage related to the debt in the event that the buyer does not make payment on the due date, as if he were not the insured, and to fulfill all instructions given by the insurer regarding this situation, and to do what is necessary to protect all his rights related to the debt, including his rights against the buyer's guarantor or any third party. These obligations continue after the payment of compensation. The expenses related to the measures taken shall be paid by the insurer even if these measures have been ineffective.

The insured provides the insurer with all information and documents that the insurer may request in order to prove that he has fulfilled his rights and obligations related to the contract. The insured permits the insurer to conduct examinations regarding the contract.

B.8- Decrease or Reduction of the Right to Compensation

If the insured does not fulfill his obligations listed in Article B.7 and there is an increase in the amount of the damage as a result, the portion increased in this way shall be deducted from the compensation to be paid by the insurer.

If the policyholder intentionally fails to comply with his/her obligations and acts to intentionally increase the amount of the loss, his/her rights arising from this policy shall be void.

B.9. Dispositions on the Right to Receivables

The insured may only assign the compensation receivable he/she has against the insurer under the insurance contract to someone else with the written approval of the insurer. The assignment process does not eliminate any of the obligations of the insured arising from this contract. The person who has taken over the compensation receivable cannot have more rights than the insured regarding the compensation payment and all rights of the insurer arising from this contract shall continue to be valid without being affected in any way by the assignment.

If the person to whom the insured has assigned his/her compensation receivable within the framework of the above conditions is a financial institution, the insured may also assign his/her debts arising from the insurance contract to this financial institution with the approval of the insurer.

B.10. Notification of Changes

The insured is obliged to notify the insurer of any significant change in his/her legal status or the nature or scope of his/her activities within 15 days at the latest. In the event that the insured is in financial difficulty or ceases his/her activities, the insurer has the right to terminate this contract within eight days at the latest from the date on which he/she learns of the occurrence of the event in question.

(Amended - Entry into force: 25.08.2011) Other provisions of Article C.2 are reserved.

C- MISCELLANEOUS PROVISIONS

C.1- Payment of Insurance Premium and Commencement of Insurer's Liability

Insurance premium is determined based on the turnover of the insured consisting of sales contracts that are agreed to be declared to the insurer according to the procedures specified in the special conditions as of each period determined in the special conditions.

However, the insured must pay a minimum premium for each period determined in the special conditions. If the premium determined based on the turnover of the insured as of each period determined in the special conditions is higher than the minimum premium corresponding to the same period, the part exceeding the minimum premium is collected from the insured.

The insurer's liability begins with the payment of the entire minimum premium or the first installment if payment is agreed to be made in installments upon delivery of the policy. Unless otherwise agreed, if the minimum premium is not paid in full or the first installment, the insurer's liability does not start even if the policy is delivered, and this condition is written on the policy.

The payment time, amount and consequences of not paying the minimum premium and insurance premium installments agreed to be paid in installments are written on the policy or notified to the insured in writing together with the policy. The insured is in default if he/she does not pay any of the premium installments on time. In case of default in the premium payment debt, the provisions of the Code of Obligations shall apply.

If the insurer's payment obligation arises, provided that it is stated in the policy, the portion of the premium determined based on the insured's turnover that does not exceed the compensation amount the insurer is obliged to pay shall become due.

C.2- Insured's Declaration Obligation at the Time of Making the Contract and During the Term of the Contract

C.2.1. The insurer shall conclude the insurance contract based on the insured's declaration and the proposal, or if there is no proposal, the policy and the answers to the questions written in its annexes.

C.2.2. If the insured's declaration at the time of making the contract or during the contract period is untrue, incorrect or incomplete, and this situation causes the insurer to lose premiums, requires not to make the contract or to make it under more severe conditions, the insurer may withdraw from the contract within one month from the date it learns about the situation or may demand the premium difference by keeping the contract in force within the same period.

If the insured does not notify within eight days that they accept the requested premium difference, the contract is withdrawn. However, withdrawal from the contract due to non-acceptance of the premium difference is possible within one month from the date the insurer learns about the untrue or incomplete declaration.

(Amended - Entry into force: 25.08.2011) If the amendment is of a nature that mitigates the risk and requires the application of a lower premium; except for the minimum premium, the insurer shall return to the policyholder the premium difference calculated on a daily basis for the period from the date of this change until the termination of the contract.

If it is understood that the insured acted intentionally, the insurer's obligation to pay compensation shall be eliminated, and the compensation paid without knowing this situation shall be taken back. The insurer shall be entitled to the premium calculated on the turnover reported until that day, not less than the minimum premium.

C.2.3. In cases where the insured has no intention, the insurer shall pay the compensation according to the ratio between the premium accrued and the premium that should have been accrued.

C.2.4. The right to withdraw or request the premium difference that is not used in due time shall be waived.

C.3- Change of Beneficiary

If the beneficiary changes during the term of the insurance contract, the contract continues to be valid and the rights and obligations of the insured arising from the contract pass to the new beneficiary. In case of a change, the insured and the new beneficiary who learns about the existence of the insurance are obliged to notify the insurer of the situation within 15 days.

The insurer may terminate the contract within eight days from the date of the change and the new beneficiary may terminate the contract within eight days from the date of learning about the existence of the insurance. The right of termination not used in due time is void.

The premium for the period until the date of termination is valid is calculated on a daily basis and any excess, if any, is returned to the new beneficiary.

In case of a change in the beneficiary and the parties do not exercise the right of termination, the insured and the new beneficiary are jointly responsible for the premium debt to be paid.

In case of the death of the insured, all rights and obligations arising from the contract pass to the new beneficiary or beneficiaries.

(Amended - Entry into force: 25.08.2011) The other provisions of Article C.2 are reserved.

C.4- Legal Expenses

Legal expenses paid by the insurer or by the insured with the approval of the insurer in relation to the damage shall be covered as follows, unless otherwise provided in the special conditions:

C.4.1. If the legal expenses are less than the amount specified in the special conditions, all of them shall be covered by the insurer.

C.4.2. If the legal expenses are more than the amount specified in the special conditions;

C.4.2.1. Expenses paid by the insured regarding legal proceedings or for the purpose of reducing the damage before the payment of the compensation shall be taken into account in the calculation of the damage;

C.4.2.2. Expenses to be paid after the payment of the compensation shall be covered by the insurer.

C.5- Investigation, Examination and Intervention Expenses

In addition to the premiums to be paid, the insured shall participate in the investigation and examination expenses to be conducted or to be conducted by the insurer regarding the

buyers or potential buyers, as determined in the special conditions. Likewise, the insured undertakes to pay an amount determined under special conditions for each intervention request.

C.6- Notifications and Notices

The insured's notifications are made to the insurance company's headquarters or the agency mediating the insurance contract.

The insurer's notifications are also made to the insured's last notified address by notary or by registered mail.

Notifications made to the parties by hand in return for signature or by telegram are also considered registered mail.

Credit limits determined for recipients can be sent electronically using secure electronic signature and in a way that can be proven to have reached the insured. Such notifications are deemed to have been made from the moment they are accessible to the insured. The insurance company can also notify about these limits by phone, e-mail and any other means.

C.7- Keeping Commercial and Professional Secrets

The insurer and those acting on behalf of the insurer are responsible for the Losses arising from the failure to keep confidential the commercial and professional secrets that they will learn about the insured due to the conclusion of this contract, and the decisions taken by the insurer if the insured is insured.

C.8- Competent Court

In cases to be filed against the insurer due to disputes arising from the insurance contract, the competent court is the court responsible for hearing commercial cases in the place where the headquarters of the insurance company or the residence of the agent mediating the insurance contract is located, and in cases to be filed against the insured, the court responsible for hearing commercial cases in the place where the defendant resides.

C.9- Statute of Limitations

All claims arising from the insurance contract become time-barred in two years.

C.10- Special Conditions

Special conditions may be included in the insurance contract provided that they do not conflict with these general conditions and are not to the detriment of the insured.