

GENERAL CONDITIONS OF HAZARDOUS MATERIALS AND HAZARDOUS WASTE COMPULSORY LIABILITY INSURANCE

A. SCOPE OF INSURANCE

A.1. Subject of Insurance

The subject of insurance is the substances listed in the second article of the Decision on Liability Insurances to be Made for Hazardous Materials, numbered 2010/190, dated 11/3/2010, and the activities related to these substances.

A.2. Scope of Insurance

This insurance covers the liabilities of real and legal persons engaged in professional activities related to hazardous materials specified in the Decision, against direct physical and material Losses that third parties may suffer, whether or not they are at fault, as a result of an accident that may occur due to the said professional activities, up to the amounts stated in the policy, within the framework of the following conditions. Insurance is made in a way that covers all professional activities of the insured within the scope of the Decision.

In a workplace with Hazardous Materials and Hazardous Waste Liability Insurance, Losses caused by an explosion, gas leakage or fire caused by an LPG cylinder kept for use are compensated by the insurer within the limits of the Cylinder Gas Liability Insurance.

However, if the accident caused by the cylinder gas kept for use also causes damage to flammable, combustible or explosive materials in the workplace, Cylinder Gas Liability Insurance is given priority in compensation payments; if the limits of this insurance are insufficient, the Hazardous Materials and Hazardous Waste Liability Insurance starts operating within its limits.

If the cause of the accident causing the damage is flammable, caustic, combustible or explosive materials, the Hazardous Materials and Hazardous Waste Liability Insurance starts operating first.

This insurance ensures that the insured is protected against unfair claims. In addition, in the event of a lawsuit being filed regarding this insurance, the insurer shall be responsible for the pursuit and management of the lawsuit up to the limits recorded in the insurance policy, and the insured shall be required to provide the necessary power of attorney to the attorney to be nominated by the insurer. The insurer shall be liable to pay the litigation expenses and attorney fees. However, if the compensation awarded exceeds the insurance amount, the insurer shall pay these expenses in proportion to the insurance amount to the compensation.

The reasonable and necessary expenses incurred by the policyholder and/or the insured in order to prevent or reduce the damage in the event of an accident shall be covered by the insurer.

A.3. Geographical Limit of the Insurance

The insurance is valid within the borders of Turkiye.

A.4. Cases Excluded from Coverage

The following cases are excluded from insurance coverage:

- a) Damage and loss claims of persons who intentionally caused the incident,
- b) Claims regarding moral compensation,
- c) Losses and losses to be incurred by the insured,
- d) Losses and losses to persons working under a proxy contract or employment contract or otherwise,
- e) All damage and loss claims arising from war or war-like operations, revolutions, rebellions, insurrections and internal turmoil resulting from these,
- f) All losses and Losses caused by ionizing radiations or radioactivity contaminations originating from any nuclear fuel or nuclear wastes resulting from the burning of nuclear fuel or reasons attributed to them and military and disciplinary measures brought about by these, whether or not within the scope of the employer's business (The term burning in this clause shall refer to the employer's own (This shall include any self-sustaining nuclear fission event.)
- g) Terrorist acts specified in the Anti-Terror Law No. 3713, sabotage resulting from these acts, and Losses resulting from interventions made by authorized bodies to prevent and reduce their effects.

A.5. Start and End of Insurance

Insurance starts at 12:00 noon and ends at 12:00 noon Turkish time on the days written as start and end dates in the policy, unless otherwise agreed.

B. DAMAGE AND COMPENSATION

B.1 Obligations of the Policyholder and/or the Insured in Case of Occurrence of Risk

The policyholder and/or the insured are obliged to fulfill the following in the event of any incident that may fall within the scope of insurance coverage:

- a) According to this contract, in the event of occurrence of the events foreseen within the scope of insurance, to notify the insurer within 5 days from the moment of learning about it,
- b) To take the necessary rescue and protection measures as if they were not insured and to comply with the instructions given by the insurer for this purpose,

c) Upon the request of the insurer, to provide information and documents that are useful for determining the cause of the incident and damage, the circumstances and conditions under which it occurred and its consequences, the compensation obligation and amount and the use of recourse rights, without delay,

d) In cases where a compensation claim is made through a lawsuit or other means due to the damage or a criminal prosecution is initiated against them, to immediately inform the insurer of the situation and to immediately give to the insurer all the notifications, invitations and similar documents received regarding the damage claim and criminal prosecution,

e) In case of a lawsuit, give the necessary power of attorney to the lawyer to be nominated by the insurer for the monitoring and management of the lawsuit,

f) If there are any other insurance contracts related to the subject of the insurance, inform the insurer about them.

B.2. Payment of Compensation and Expenses

The insurer has the right to contact the person or persons requesting compensation directly and reach an agreement.

Without the express approval of the insurer, the policyholder and/or the insured is not authorized to accept the compensation claim in whole or in part, and cannot make any compensation payment to the injured parties. The litigation expenses belong to the insurer, but all other expenses arising from the criminal prosecution and possible fines are excluded from the insurance coverage.

B.3. Circumstances that Result in the Removal or Reduction of Compensation

Circumstances arising from the insurance contract or the provisions of the Law on the insurance contract and resulting in the removal or reduction of the compensation obligation cannot be claimed against the injured party.

The insurer making the payment may recourse to the insured to the extent that it can ensure the removal or reduction of the compensation in accordance with the insurance contract and the provisions of the law related to this contract.

Recourse may be made to the insured mainly for the following reasons:

a) If the incident requiring compensation occurred as a result of an intentional act of the insured or the persons whose actions he/she is responsible for,

b) If the incident requiring compensation occurred as a result of the theft or theft of the aforementioned materials, if it is determined that the insured or the persons whose actions he/she is responsible for were at fault in the theft or theft,

c) If the incident requiring compensation occurred as a result of the vehicle being driven by persons who do not have the required driving license according to the provisions of the Highway Traffic Law during the transportation of hazardous materials and hazardous waste,

d) If the incident requiring compensation occurs as a result of the driver driving and controlling the vehicle while under the influence of narcotics or intoxicating substances or if these persons lost their ability to drive the vehicle safely due to having consumed alcoholic beverages during the transportation of hazardous materials and hazardous waste,

If the policyholder and/or the insured fail to fulfill their obligations specified in Article B.1. in the event of an incident and as a result there is an increase in the amount of loss and damage, the insurer may recourse to the policyholder and/or the insured for this increase, in addition to paying compensation to the injured party.

B.4. Subrogation of the Insurer

The insurer legally replaces the insured for the amount of compensation it has paid.

B.5. Right to Sue

The injured party may directly request compensation for the damage within the scope of the insurance from the insurer within the specified limits.

C. MISCELLANEOUS PROVISIONS

C.1. Payment of Insurance Fee and Commencement of the Insurer's Liability

The insurance fee consists of the premium and the taxes, duties and charges specified in Article C.4 of the general conditions.

If the insurance fee is decided to be paid in full or in installments, the first installment is paid in cash at the latest upon delivery of the policy and the remaining installments are paid on the dates specified in the policy.

If the insurance fee is decided to be paid in full or in installments and the first installment is not paid, the insurer's liability does not start, this condition is written on the face of the policy.

In case of default in the premium payment obligation, the provisions of the Code of Obligations are applied.

C.2. The Policyholder's Obligation to Declare While Concluding the Contract

The insurer has accepted this insurance based on the policyholder's declaration in the offer letter, or in the policy and its annexes if there is no offer letter.

If the policyholder's declaration is untrue or incomplete, and in cases where the insurer will have to conclude the contract with more severe conditions, the insurer will notify the policyholder within eight days from the moment the situation is learned of, that the premium

difference will be paid. If the policyholder does not pay the requested premium difference within eight days following the notification date of the notice or states that he will not pay it, the contract is terminated.

If the premium difference is not requested in due time, the right to cancellation is void.

The premium for the period until the date of cancellation is effective is calculated on a short-term basis and any excess is returned.

If the false declaration is learned after the occurrence of the event causing the damage, the policyholder may claim recourse for the compensation paid and to be paid for this damage;

- a) If the false declaration was made intentionally, for the entirety of the compensation,
- b) If there was no intention, for the amount of the compensation to be paid other than the ratio between the premium received and the premium that should have been received.

C.3. Obligation to Notify During the Insurance Period

If the matters declared in the offer letter, or in the absence of an offer letter, in the policy and its annexes after the conclusion of the contract are changed by the policyholder and/or the insured in a way that requires the insurer to conclude the contract with more stringent conditions, the policyholder is obliged to notify the insurer as soon as he/she learns of this change, within eight days at the latest. The insurer notifies the policyholder of the payment of the premium difference within eight days from the moment it learns of the situation. If the policyholder does not pay the requested premium difference within eight days following the notification date of the notice or notifies that it will not pay, the contract is terminated.

In case of termination of the contract, the premium for the period until the date of termination is effective is calculated on a short-term basis and the excess is refunded. If the premium difference is not requested on time, the right to terminate is void.

For compensations paid or to be paid due to events that occurred before the notification obligation regarding the changes in question was fulfilled, the provisions of subparagraphs (a) and (b) of Article C.2 regarding the insurer's right of recourse shall apply, depending on whether the failure to notify the change was intentional or not.

If it is understood that the changes that occur during the insurance period require a lower premium, the premium difference to be found for the period from the date of this change until the termination of the contract is refunded to the policyholder on a daily basis.

C.4. Taxes, Duties and Charges

The current and future taxes, duties and charges related to the insurance contract, amount or premium are paid by the policyholder.

C.5. Notifications and Reports

The policyholder and/or the insured's notifications and reports are 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 are also made to the address of the policyholder and/or the insured as shown on the policy, and if these addresses have changed, to the last address reported to the insurance company's headquarters or the agency mediating the insurance contract. If these addresses have changed, the policyholder and/or the insured must notify the insurance company. Otherwise, the notifications and notices to be made are made to the insurance company's headquarters or the last address reported to the agency mediating the insurance contract. All legal consequences arising from the failure to deliver the notification made by the insurer to the policyholder and/or the insured in this manner belong directly to the policyholder and/or the insured.

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

In case of termination of the insurance contract for any reason, the insurer shall notify the institution granting the permit or license and the Insurance Information Center established in accordance with the Insurance Law No. 5684 dated 3/6/2007, together with the reason.

C.6. Confidentiality of Commercial and Professional Secrets

The insurer and those acting on behalf of the insurer shall be liable for any Losses arising from failure to keep confidential the commercial and professional secrets they may learn of the policyholder and/or the insured.

C.7. Competent Court

In disputes between the insurer and the policyholder and/or the insured, the competent court is the court where the policyholder and/or the insured resides or the insurer's headquarters or the agency signing the policy is located.

C.8. Statute of Limitations

All rights and interests arising from the insurance contract and causing the dispute shall become statute-barred in two years.

C.9. Special Conditions

Special conditions may be included in the insurance contract, provided that they do not conflict with the general conditions and are not against the policyholder and/or the insured.

C.10. Entry into force

These general conditions shall enter into force on 11/5/2010.

