

## **1. Definitions and General Terms**

**1.1** In this document Turkish Airlines Technic *Inc.* Calibration Laboratory, shall be named as "Calibration Laboratory", and the company, organization, foundation or person *whoever requires calibration service* shall be named as "CUSTOMER".

**1.2.** This document covers the agreed administrative, financial and legal terms and conditions between CUSTOMER and Calibration Laboratory.

**1.3** CUSTOMER's written application and approval of the Calibration Laboratory is needed for any calibration service requested from the Calibration Laboratory. CUSTOMER is responsible for delivering its any calibration service request as written.

**1.4** Calibration Laboratory provide its services according to its capabilities and the agreed commercial terms. Calibration Laboratory shall not be responsible for the requests that are not covered within its own service scope.

**1.5** Calibration Laboratory provides the requested calibration services according to the standards approved by national, international associations or approved standards manuals in case of *insufficiency* of such information sources the services shall be provided according to the manufacturer's equipment or system provider's manuals.

**1.6** Calibration services do not cover adjustment, maintenance, repair, cleaning, disinfection or sterilization processes of CUSTOMER equipment's in Calibration Laboratory.

**1.7** The equipments that needs adjustment, maintenance, repair, cleaning, disinfection or sterilization must be cleaned, disinfected or sterilized by the CUSTOMER before sending to the Calibration Laboratory. *Calibration process is not carried out until the specified conditions are met.*

**1.8** Non standard calibration *processes* shall not be performed in Calibration Laboratory.

**1.9** For each equipment, after the completion of calibration processes Calibration Laboratory shall prepare calibration certificates and calibration stickers. The certificates that are prepared by the Calibration Laboratory shall only be used as the calibration certificates and must not be treated as the approvals of products or must not be used beyond its purpose.

**1.10** During the calibration processes from the delivery of the part to the Calibration Laboratory to the shipment of the equipment back to the CUSTOMER, for any type of willful damage Calibration Laboratory shall be liable for the *reimbursement* for the damage. Calibration Laboratory shall not be liable for the damages that are not willful. Calibration Laboratory shall be accountable for inspecting the reason of damages whether it is willful or not.

**1.11** From the beginning of the service request to the completion of the service, all messages and their attachments shall be considered as a part of this agreement.

**1.12** After the completion of the service, equipment list declared in Calibration Offer Form shall be the basis for the process of returning the equipment.

**1.13** During the calibration services provided by Calibration Laboratory in CUSTOMER's facilities, CUSTOMER is responsible for providing the required conditions.

## **2. Explanatory Notes for Calibration Services and Terms for Application**

Scope of the *Accredited* Calibration Services are published on the Turkish *Airlines Technic Inc.* web site, as linked <http://www.turkishtechnic.com>.

**2.1.** CUSTOMER shall deliver Calibration Request Form or all necessity information written in the form to Sales Managements ([tpsm@thy.com](mailto:tpsm@thy.com)) by e-mail. Sales Managements sends their offer to CUSTOMER with a Calibration Offer Form. The calibration service process is started with approving the Calibration Offer Form by both parties.

**2.2 The package and contents of Equipment:** To avoid any possible damages equipments with a copy of Calibration Offer Form prepared by *Sales Managements* and approved by CUSTOMER shall be packed and shipped properly. In addition, all the technical hardware and *accessories* and all the user and service manuals shall be in the package.

**2.3 The delivery of Equipment to the Laboratory and the shipment from Laboratory, and the shipment of Certificates, Reports and Invoices:** Equipment shall be shipped according to the terms and conditions which are set by the Calibration Laboratory. The delivery and redelivery of the equipment made by the CUSTOMER is preferred.

However, Calibration Laboratory allows CUSTOMER, to deliver and redeliver the equipments at its own cost, using cargo or postal companies. (*Address: Turkish Airlines Technic Inc. Sabiha Gokcen International Airport Gate E 34906 Pendik / Istanbul*)

**2.3.1.** Calibration Laboratory shall not be liable to any damage occurred during transportation. The approval of the delivery of the equipment shall be made after the execution of controlling of the equipment. Calibration Laboratory shall not be liable for any defect or malfunction discovered during calibration. Unless otherwise stated in the calibration request forms, the certificates will be delivered by hand or using posting and CUSTOMER shall be responsible for posting expenses.

**2.4 Service Duration:** Calibration durations varies according to the variation of equipment properties, the measurement method and the laboratory work load. The turn around time of the calibration will be determined in the agreement between Calibration Laboratory and CUSTOMER. The offer submitted to CUSTOMER is only valid 30 *business* days. The application will be cancelled if Calibration Offer Form is not approved and returned in 30 *business* days.

### **2.5 Additional Costs**

**2.5.1.** For the cases that defect or malfunction is detected during the calibration, CUSTOMER shall be responsible for the cost of calibration. CUSTOMER shall be responsible for the cost of second calibration after the equipment is repaired by the CUSTOMER and sent to Calibration Laboratory to be calibrated.

**2.5.2.** CUSTOMER shall be responsible for the cost of any *additional* repair or adjustment to the equipment that is applied during the calibration.

**2.5.3** In case CUSTOMER requests to terminate of workorder after Calibration Offer Form has been signed by the parties; if the performing of service has not been started yet CUSTOMER shall pay 10(ten) percent of total

service cost; if the performing of service has been started already CUSTOMER shall pay total service cost, (if there is) rest of cost is returned.

**2.5.4.** On-site calibration services shall be invoiced *separately*, and an additional agreement shall be signed to request for on-site calibration services.

**2.5.5.** For the on-site calibration services, CUSTOMER shall also be responsible for the cost of calibration if any defect or malfunction is detected during the calibration. The cost will be invoiced according to the additional agreement signed for the on-site calibration services.

**2.5.6.** For the on-site calibration services, CUSTOMER shall be responsible for all transportation and accommodation costs of the personnel that is assigned by Calibration Laboratory for the requested services.

## **2.6 Payment Terms**

If there is an existing agreement (General Terms Agreement) that was signed prior to this agreement, the payment terms shall remain according to the existing agreement. Otherwise, this agreement shall be effective.

**2.6.1.** VAT and other taxes are excluded in all proposals regarding the calibration services. The payments regarding the calibration services shall be made to the bank accounts listed below.

Bank Account Numbers:

(USD)	(EUR)	(TL)
Bank: Türk Ekonomi Bankası A.Ş. Branch: Trakya Kurumsal Şube Account Number: 285787 IBAN: TR490003200005500000285787	Bank: Türk Ekonomi Bankası A.Ş. Branch: Trakya Kurumsal Şube Account Number: 285788 IBAN: TR220003200005500000285788	Bank: Türk Ekonomi Bankası A.Ş. Branch: Trakya Kurumsal Şube Account Number: 285786 IBAN: TR760003200005500000285786

**2.6.2.** Calibration Services shall be provided prior to the payment and notice regarding the payment

**2.6.3.** The invoice shall be prepared after the completion of service and sent to the CUSTOMER.

## **3. Dispute Resolution**

**3.1** Any dispute arising between Calibration Laboratory and CUSTOMER shall be settled amicably by negotiation between parties. Otherwise, the disputes that are not resolved shall be resolved through jurisdiction of Turkish Accreditation Association (TURKAK) and the resolution will be disputed according to their method. If the resolution provided by TURKAK will not satisfy the CUSTOMER, CUSTOMER still has rights to take proceedings in the court. The parties agree to be bound by the jurisdiction of Istanbul [Bakirkoy](#) Courts.

## **4. Confidentiality**

**4.1** During calibration processes Calibration Laboratory shall hold confidential information in confidence.

**4.2** Confidential information shall only be open to the legal authorities and accreditation associations. In this respect, if the legal authorities request the service documents that are provided for the CUSTOMER, Calibration Laboratory shall send the documents to the legal authorities.

**5. Miscellaneous**

**5.1** This agreement covers the general terms and conditions, and for additional special requests and services additional agreements shall be made between the CUSTOMER and the Calibration Laboratory. Additional agreement is an inseparable part of this agreement and shall be valid for the same duration.

**6. Duration**

**6.1** This agreement is valid from 01.01.20..... through 31.12.20....

For and in behalf of *Turkish Airlines Technic Inc.*, ;

Date : .....

Signature : .....

Title : .....

Name : .....

*Istanbul, TURKEY*

For and in behalf of .....

Date : .....

Signature : .....

Title : .....

Name : .....

City, Country

*Annex 1) Services and Costs*