



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 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 Calibration and Calibration Follow-up Support services provided for the CUSTOMER includes the below list of services;
- Calibration services that is provided by Calibration Laboratory within the scope of the accreditation certificate,
 - CUSTOMER requests that are not covered by the accreditation certificate of calibration laboratory shall be provided through purchasing the service from 3rd party service providers,
 - Calibration Laboratory shall select the 3rd Party Company for subcontracting the services. According to this agreement, CUSTOMER approves that the 3rd Party Company *will* be selected by the Calibration Laboratory unless there is a request from the CUSTOMER for the selection of the 3rd Party Company. This service does not imply the handover of CUSTOMER’s responsibility.
 - The services that shall be provided by the Calibration Laboratory and that are in the capability of the Laboratory but not covered by its accreditation certificate shall be provided according to the approval of the CUSTOMER and it is for the responsibility of the CUSTOMER
 - Following up the calibration data of the equipments which are in the CUSTOMER’s calibration service request list.
 - This service is a date reminder system for the future calibration requirements and shall be provided by the Calibration Laboratory as a support service.
 - According to the defined requests by the CUSTOMER, the schedule of calibration intervals shall be determined and calibration expiry dates shall be submitted to the CUSTOMER in accordance with the determined intervals.
 - Calibration follow up support service is the email messaging service that reminds the expiry date to the CUSTOMER within certain time intervals starting from the last 30 *business* days of the calibration expiry date.
 - For each equipment that calibration service are requested, the calibration data shall be uploaded to the *Turkish Airlines Technic Inc.* system and in case of CUSTOMER’s data request the data shall be provided to the CUSTOMER.
 - The original calibration certificates shall be delivered with the equipments to the customer and their electronic copies shall be *archived* in Turkish Technic system and in case of CUSTOMER’s request the copies shall be provided to the CUSTOMER.
 - For each calibrated equipment a sticker shall be labelled according to the condition of equipment.
 - The submission of calibrated equipments to the customer in order to determine whether it is convenient to operate or not with respect to requirements defined by the customer.



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- CUSTOMERS shall be informed for the **equipments** that are seriously damaged or impossible to repair / beyond economical repair. If the equipment is removed from the list of calibration support and follow-up service, CUSTOMER shall inform the Calibration Laboratory.
 - For all terms indicated above for the performance of Calibration Services, CUSTOMER shall make all the decisions and shall have the full responsibility and the responsibility can not be **transferred** in any case. For the situations that CUSTOMER do not declare a decision or provide information for Calibration Laboratory, CUSTOMER shall be responsible of the decisions made by the Calibration Laboratory.
- 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 the scope of the article 1.3.
- 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 cleaning, disinfection or sterilization processes of CUSTOMER equipment's in Calibration Laboratory.
- 1.7** The equipments that needs cleaning, disinfection or sterilization must be cleaned, disinfected or sterilized by the CUSTOMER before sending to the Calibration Laboratory.
- 1.8** Non standard calibration proceses 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, Calibration Laboratory records shall be the basis for the process of returning the equipment.
- 1.13** During the calibration services provided by either Calibration Laboratory or 3rd Party service providers in CUSTOMER's facilities, CUSTOMER shall be 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. Terms for the service performance of Calibration Laboratory and applications are stated as follows

- For all the equipments that CUSTOMER requests service shall be covered by the agreement and the terms in this agreement shall be effective for these parts. Parties shall satisfy their responsibilities



according to the agreement. The calibration service starts with receiving the equipment at Calibration Laboratory to the delivery of the equipment to the CUSTOMER.

- After the agreement becomes effective for the first time, CUSTOMER shall provide all information that the Calibration Laboratory requests regarding the equipments those require calibration service in the CUSTOMER's list.
 - The list of the CUSTOMER's equipments that are covered by the service agreement shall be kept by Calibration Laboratory. Calibration Laboratory shall only be responsible for providing services covered in this agreement.
 - Additional equipment requests for calibration services shall be made to the Calibration Laboratory and after the approval by the Calibration Laboratory, additional equipments shall be covered by this agreement.
 - CUSTOMER's written application and approval of the Calibration Laboratory is needed for any calibration service.
- 2.2** To avoid any possible damages equipments 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 / İstanbul)

- 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 shall be determined in the agreement between Calibration Laboratory and CUSTOMER.

2.5 Additional Costs

2.5.1. In this agreement, the annex 1 includes these costs and surcharges:

- The cost of each requested calibration, adjustment or repair service that Calibration Laboratory has accreditation.
- In case that Calibration Laboratory do not have accreditation, the cost of each calibration, adjustment and repair service provided by 3rd Party companies and for this process the cost of any transportation, insurance, customs etc.
- The fixed price of the calibration service support in both cases that Calibration Laboratory has accreditation to provide service or does not have accreditation and providing service by using 3rd Party companies.



- 2.5.2.** 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.
- 2.5.3.** CUSTOMER shall be responsible for the cost of any **additional** repair or adjustment to the equipment that is applied during the calibration.
- 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.
- 2.5.4.1.** 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 shall be invoiced according to the additional agreement signed for the on-site calibration services.
- 2.5.4.2.** 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.
- 2.5.4.3.** For the on-site calibration services provided by the third party service providers, CUSTOMER shall be responsible for all the costs regarding the calibration services (including calibration service costs, the transportation and accommodation of the assigned personnel etc.).

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 will 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 through 31.12.20.... At the end of the duration, unless otherwise is requested by any parties, validity date of the agreement shall extend "one year" annually.

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



TURKISH TECHNIC
KALİBRASYON LABORATUVARI

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Annex 1) Services and Costs