

Annex 4- Special Terms of works

The construction works being offered must be in line with the following requirements

ARTICLE 1 - PARTIES AND DEFINITIONS

Within the framework of this technical specifications hereby, GOAL TURKEY is referred to as the BUYER and the real persons or legal entities taking the responsibility for “**Seyhan-Yenimahalle District Flower Germinating and Growing Greenhouse Building and Assembly**” are referred to as the CONTRACTOR. The real persons or legal entities who perform part of the work subject to the contract based on the contract made with the CONTRACTOR is referred to as the SUB-CONTRACTOR. Any contractual construction work, assembly and manufacturing is referred to as the WORK.

ARTICLE 2 – SUBJECT

The subject of this Technical Specifications hereby is with respect to the “**Seyhan-Yenimahalle District Flower Germinatings and Growing Greenhouse Building and Assembly**” the flawless and full completion of the works and manufacturing shown in the projects in compliance with the standards given and art and science rules and fully usable turn-key delivery to the ADMINISTRATION.

ARTICLE 3 - NOTIFICATIONS, CONFIRMATIONS, APPROVALS, DOCUMENTS AND DETERMINATIONS

- a. All kinds of communication between BUYER, CONTRACTOR and building inspection officer are made in writing.
- b. According to the contract, when a permit, approval, document, consent or determination, notice, call or invitation is required by any person, these will be in writing unless the parties agree otherwise.

ARTICLE 4 - DELIVERY OF THE WORKPLACE TO THE CONTRACTOR

- a. After the contract is signed, in order to start the work within the period specified in the contract, the workplace, axis piles, bases, benchmarks and the like according to the tender project and site list, will be checked on the project site, route, ground or similar places, and the building inspection officer assigned by the BUYER delivered to the CONTRACTOR by the commission where it is located. A report is drawn up between the two parties on this matter.
- b. The site is delivered to the CONTRACTOR by the site delivery report. However, if it is stated in the site delivery report that the site delivery will be realized if the report is approved, the site delivery shall be made on the date when the approval of the report is notified to the CONTRACTOR. With the delivery of the site, the duration of the WORK starts.
- c. The CONTRACTOR is obliged to protect the piles and benchmarks in the workplace delivered to him until the end of the work and, if any, the axial piles for earthworks, after these works are completed, they must be replaced according to the length and cross-section.

ARTICLE 5 - PROTECTION AND INSURANCE OF THE WORK AND WORKPLACE

The CONTRACTOR is responsible for the protection of all kinds of vehicles, materials,

equipment, work and service machines, vehicles, facilities, and the construction work subject to the contract from the commencement date until the final acceptance date. For this reason, the CONTRACTOR, during the period from the starting date to temporary acceptance, shall insure all kinds of vehicles, materials, equipment, work and service machines, vehicles, facilities and for the work subject to the contract, shall take out construction insurance in accordance with the tender, against any natural disasters such as earthquake, flood, landslide, storm, fire and against theft or sabotage, for the period between temporary acceptance to final approval shall insure in accordance with the current Construction Insurance (All Risks) General Conditions including the specified extended maintenance period coverage mentioned in the tender document.

ARTICLE 6 - GENERAL ISSUES

The expenses such as the fuels, maintenances and etc. of all vehicles and equipment to be used in the realization of the assembly, expenses of all damages caused by the relevant vehicles against the BUYER and third persons and institutions during the performance of the work and expenses of all indemnifications that might arise from the relevant damages and expenses such as traffic tickets and etc. shall belong to the CONTRACTOR.

The CONTRACTOR shall organize the day and night occupational safety and traffic safety, marking and organization of the places where the work is carried out and surrounding and storage yards for the components to be used in the assembly and construction equipment parking areas in consultation with the relevant occupational safety units and traffic safety units. The CONTRACTOR shall be responsible for the expenses of all damages and indemnifications that might arise from all types of accidents and cases occurring at the relevant areas with respect to the on-site assembly.

The CONTRACTOR shall hang out direction signs to the entrances and exits of the assembly yard in compliance with the relevant legislation after work and site delivery, and the CONTRACTOR shall be responsible for the placement and protection of the relevant signs in compliance with the legislation.

In case of the incompliance of the assembly with the technical specifications, the inappropriate place shall be disassembled and re-assembled. The CONTRACTOR will not be able to demand any additional fees from the ADMINISTRATOR due to the repeated manufacturing in this way.

The CONTRACTOR, prior to starting the work is obliged to meet and inquire the relevant municipality, telecom, natural gas, electricity etc. and all relevant organizations against any damage that may be given to the infrastructure and carry out its work in coordination with these institutions. In case of the damage of the installations such as sewerage, telephone, rainwater grate, electricity, drinking water, waterproofing and, etc. during the works, the CONTRACTOR shall repair free of charge.

Unless otherwise stated, all materials shall be in compliance with TSI, EN, DIN and ISO standards or general technical specifications. All materials and tools used in the assembly shall have the certificate of conformity of the Turkish Standards Institution (TSI brand).

The term of "material" shall refer to all types of raw, processed, or manufactured materials, equipment and machine provided by the CONTRACTOR.

The assembly workmanship shall be first class and professional quality and shall fully comply with the standards in the Technical Specifications. All components to be used in the assembly shall be the best quality and shall comply with the standards, projects, reconnaissance, and technical specifications. Any components to be used in the assembly shall become final with the acceptance of the control engineering and approval of the BUYER.

The components to be assembled shall be components produced in accordance with the latest technology of the relevant companies and the out-of-production components shall certainly not be used and the spare part warranty and maintenance and repair undertaking indicating the maintenance terms and conditions for the components requiring maintenance for two (2) years as of the temporary acceptance shall be provided during the approval and no fee shall be requested with respect to the relevant work. The CONTRACTOR shall be responsible for the sufficient and timely order of the components. The details or pictures of the components to be assembled shall be submitted to the BUYER in the course of final design acceptance and the assembly shall start following the approval of the BUYER. The CONTRACTOR shall be responsible for the delay and the CONTRACTOR cannot claim any right due to the delay of the assembly. One sample shall be provided for each component offered and with respect to the components for which sample cannot be provided for reasons such as weight, transportation impossibility catalogues containing the test results shall be given to the BUYER. Components from the factory shall all be tested and only be sent to the assembly yard with the acceptance of the control engineering. One copy of the original delivery notes of all materials shall firstly be given to the control engineering. Any component, the original delivery note of which has not been given and is not approved, shall certainly not be used.

When deemed appropriate by the BUYER, the modification projects shall be carried out by the CONTRACTOR free of charge and approved by the BUYER.

The CONTRACTOR, depending on the nature of the work, is obliged to arrange the project technical drawings and application detail drawings to be prepared by the CONTRACTOR based on the project requested by the BUYER and submit it to the approval of the BUYER within 10 days following the signing of the agreement. The CONTRACTOR cannot use any drawing and / or details that are not approved by the BUYER.

In case there is an unforeseeable problem in the procurement process or applicability of the components stated in the project, technical specifications and site list, the same manufacturing will be carried out by using equivalent or better-quality components upon receiving the approval of the BUYER and the CONTRACTOR will not demand any additional charge.

In case requested by the BUYER, the CONTRACTOR shall carry out all experiments requested by the BUYER on the samples of the components at the worksite or in a laboratory approved by the BUYER. All expenses with respect to the experiments shall belong to the CONTRACTOR.

Within the framework of the relevant projects, the implementations shall be carried out firstly according to the type details attached to the project and if not possible, to the details deemed appropriate by the BUYER. In case of conflict in documents such as project, site list, application annexes, information will be requested from the BUYER in writing about which document to comply with, and the manufacturing will continue based on the decision of the BUYER.

In case requested by the BUYER, the CONTRACTOR shall organize digitally dated and time stamped photographs showing the progress of the work as an attachment of the progress payment. All expenses with respect to the photo shooting shall belong to the CONTRACTOR.

ARTICLE 7 – OCCUPATIONAL HEALTH AND SAFETY

During the performance of the works, the necessary safety measures in accordance with the Labor Law dated May 22, 2003 and numbered 4857 shall be taken by the CONTRACTOR.

The CONTRACTOR shall have all the examinations and test done for the workers they employ to show that they are physically suitable and stable for this job at the start of the employment. The CONTRACTOR shall provide health status reports of the persons to be employed in all works to be carried out within the scope of the project. The CONTRACTOR cannot employ any worker at the worksite without health status report.

The CONTRACTOR shall certainly not employ any worker under the age of 18 at the assembly yard and manufacturing site.

The CONTRACTOR is in the position of the Employer directly with respect to the workers employed for the work undertaken for the manufacture and assembly. Therefore, as to prevent any occupational accident and occupational disease at the sites allocated at the assembly yards and works, the CONTRACTOR shall take all measures specified within the framework of the Labor Law numbered 4857 and all legislations regarding the Occupational Health and Safety stated in the relevant/related legislation and ensure the compliance of the workers with the relevant measures.

The CONTRACTOR shall take all technical and administrative measures regarding the Occupational Health and Safety issues within the framework of the legal legislation of the Republic of Turkey apart from the Labor Law numbered 4857 and ensure the compliance of the workers with the relevant measures.

As to carry out the assembly work safely in terms of the Occupational Health and Safety, the CONTRACTOR shall ensure all types of materials, tools and equipment; have them in the workplace; have the workers use them; train the workers thereof and to audit.

The CONTRACTOR cannot evade any type of criminal and legal responsibility due to accident that might be faced by the personnel for various reasons and shall be responsible to indemnify.

Any SUB-CONTRACTOR participating in the work during the continuance of the assembly shall comply with the Occupational Health and Safety rules and measures implemented in the workplace. The audit and responsibility of the relevant SUB-CONTRACTOR whether the rules in terms of Occupational Health and Safety are complied with belong directly to the CONTRACTOR.

The personnel of the CONTRACTOR shall have the vocational training in the works specified in the legislation and the CONTRACTOR shall certify this.

The CONTRACTOR shall be liable to submit all legal documents such as record, driving license, certificate, report and etc. required by the legislation with respect to the work to be carried out by the personnel employed to the controller before the start of the work.

The CONTRACTOR shall be liable to ensure the appropriate and necessary personal protective equipment and have the personnel use.

The CONTRACTOR shall be liable to timely carry out all necessary periodical controls, technical testing and necessary maintenance and repair works of everything used for the work such as the machines, equipment, tools, hand tools, hardware and etc. or have them done.

The CONTRACTOR shall be responsible for the timely correction of its own deficiencies determined during the inspections carried out by the labor inspectors of the Ministry of Labor and Social Security or during the inspections carried out by the employer's means or be responsible for any administrative, penal and financial penalties imposed. In case the employer/representative does not correct these deficiencies, a deduction shall be made from the progress payment of the CONTRACTOR.

In case of any injury or death that might arise as a result of an accident occurring during the performance of the CONTRACTOR's own work, the CONTRACTOR shall be totally responsible for the expenses arising from the treatment of the casualty or beneficiaries, other expenses and indemnifications and timely notification to the relevant official institutions.

The CONTRACTOR shall also directly be responsible against the third persons suffering and claiming right due to occupational accidents.

The CONTRACTOR shall inform the BUYER about the personnel to be authorized for the tracking and performance of the work in its absence as employer representative.

The CONTRACTOR shall directly be in contact with the inspection authority and inspectors during the official inspections for the social insurances and labor law with respect to all types of Occupational Health and Safety issues in the unit allocated to itself in the workplace.

The CONTRACTOR shall be responsible to prevent any damage or harm that might be caused to the environment (nature) by the personnel. In case of failure to do so and in cases determined by the authorities, shall be directly responsible for the administrative-financial penalties imposed.

The CONTRACTOR shall be totally responsible for the expenses that might arise from the treatment of the damages and harms caused to third parties, other expenses and indemnifications and timely notification to the relevant official authorities.

The CONTRACTOR shall comply with the legal regulations regarding the technological progresses and working conditions for the healthy and safe performance of the work at the worksite.

The CONTRACTOR shall provide the necessary trainings to its employees on Occupational Health and Safety and notify the instructions and methods relating to the matter in writing.

The CONTRACTOR shall be liable to use all purpose (information, direction, warning and etc.) posters, boards and signs regarding the Occupational Health and Safety in the worksite as stated in the legal legislation and keep them permanently.

The CONTRACTOR shall submit the measures to be taken for the safe performance of the work, prepare a comprehensive health and safety plan and emergency action plan determining the course of action in case of contingencies for the approval of the controller. The relevant approval shall not evade the responsibility of the CONTRACTOR regarding safety issues.

The CONTRACTOR, additionally, shall form experienced safety teams as to provide service 24 hours in order to take additional measures, if necessary, as to ensure health and safety and monitor the measures.

ARTICLE 8 - WORK PROGRAM

- a. The CONTRACTOR shall prepare a work program in accordance with the samples given by the BUYER, within the period specified in the contract or its annexes and submit it to the BUYER for approval.
- b. Work programs are arranged as production and preparation work programs in the works foreseen to be paid for preparation. The preparation will be made in accordance with the work schedule. The cost of the preparation made more than the one shown in these programs will not be included in the payment progress and the manufacturing and development costs are not paid until the work programs are approved.

- c. The BUYER shall approve the work program within the period specified in the contract or its annexes, starting from the date it is given, or by making the changes it deems necessary and gives an approved copy to the CONTRACTOR. Work programs are valid with the approval of the BUYER.
- d. The work schedule will be prepared using a detailed bar diagram and annotated.
- e. The CONTRACTOR must exactly comply with the work schedule approved by the BUYER. However, in case of necessity, the work schedule can be changed with the approval of the BUYER.
- f. If there is a time extension approved by the BUYER, the CONTRACTOR shall organize a revised work schedule according to the new period within seven days starting from the date of notification of this issue and submit it for the approval of the BUYER.

ARTICLE 9 - CONTRACTOR AT WORK

- a. During the continuation of the work undertaken by the CONTRACTOR, its presence at the workplace is essential. However, the CONTRACTOR may leave the job by leaving a representative who has received full authorization and has been accepted by the BUYER, with a power of attorney issued by a notary, provided that it does not cause delay and cessation of the Works
- b. The CONTRACTOR or the representative must obtain permission from the building inspection officer in cases that require them to leave the workplace.

ARTICLE 10 - REQUIRED PERSONNEL AND TOOLS FOR EXECUTION

- a. After the signing of the contract, the CONTRACTOR shall prepare all kinds of machinery, tools and auxiliary facilities necessary to perform the works, procure all kinds of materials and workers and take precautions regarding the preparation in accordance with the importance of the work and the work schedule.
- b. The BUYER has the right to discretion whether the preparations made, and the measures taken by the CONTRACTOR are sufficient at the beginning and during the continuation of the work to ensure that the work is carried out in accordance with the schedule.
- c. The CONTRACTOR will keep the required amount of materials and sufficient number of personnel at all times in order to complete the work within the contract period. Otherwise, starting from the date of the warning notification, the CONTRACTOR shall complete them to the requested number and amount within ten days.

ARTICLE 11 - INSPECTION OF THE WORK

- a. All kinds of contracted construction works are managed and carried out by the CONTRACTOR under the supervision of the building inspector assigned by the BUYER.
- b. The fact that any work is done under the supervision of the building inspector does not eliminate the CONTRACTOR's obligations and responsibilities to carry out the work in accordance with projects, contracts and specifications, science and art rules.
- c. Since the CONTRACTOR has accepted to carry out the work in accordance with the science and art rules as a responsible professional, by performing the work according to the project and / or technical documents given to him, and by inspecting all kinds of components to be used in terms of quality thus undertaking the technical responsibility of the work. However, if the CONTRACTOR claims the projects and/or specifications given, the workplace or components delivered or the instructions contradict the provisions of the contract and its annexes or do not

comply with the rules of science and art the CONTRACTOR, shall notify the BUYER within fifteen days starting from the delivery of their counter-view or receipt of instructions (for works that may take a long time to be examined due to its properties, this period may be extended by the BUYER upon CONTRACTOR's request) in writing. If this period is exceeded, the CONTRACTOR will not have the right to appeal. Despite the claims and objections of the CONTRACTOR, if the BUYER does the work as it wishes, the CONTRACTOR is relieved of the liability that may arise at the end of this application.

- d. If there is a disagreement between the CONTRACTOR and the building inspection officer, this dispute is resolved by the BUYER according to the provisions of Article 22.

ARTICLE 12 - AUTHORIZATION OF BUILDING INSPECTION OFFICER

- a. The CONTRACTOR shall carry out all works in accordance with the instructions of the building inspection officer, provided that they are not contrary to the provisions of the contract and its annexes.
- b. The CONTRACTOR cannot bring any component to be used without showing it to the building inspection officer and having it accepted that it is suitable for the job.
- c. In order to examine and review whether the component complies with the technical specifications, the building inspection officer can perform tests as they wish and the expenses of these tests, whether in the workplace, private or official laboratories, are covered by the CONTRACTOR if there is no other provision in the contract.
- d. If it is understood that the component brought to the workplace by the CONTRACTOR is not suitable in accordance with the technical specification and is not suitable for work, the CONTRACTOR must remove the material from the workplace within ten days starting from the date of notification of the written instruction given to him. If not, the building inspection officer is authorized to remove this component from the work environment, all damages and expenses covered by the CONTRACTOR.
- e. The building inspection officer is authorized to demolish the parts of the work that are understood to be made defective by the CONTRACTOR in violation of the science and art rules and have the CONTRACTOR rebuilt. The CONTRACTOR shall demolish and rebuild the said work parts within the specified period, upon the instruction given in writing to him in this regard, without requiring any additional cost. If there is any delay in this matter, the responsibility belongs to the CONTRACTOR.

ARTICLE 13 - OPERATION AND RESPONSIBILITIES OF SUB-CONTRACTORS

- a. Under no circumstances can the entire work be carried out by SUB-CONTRACTORS.
- b. In the tender document, before the contract is signed, the list of SUB-CONTRACTORS will be submitted for the approval of the BUYER. BUYER shall notify the CONTRACTOR within fifteen days whether it approves the SUB-CONTRACTORS in the list submitted for approval or not.
- c. The CONTRACTOR shall make a contract with the SUB-CONTRACTORS approved by the BUYER before they start work and give a copy to the BUYER.
- d. SUB-CONTRACTORS not approved by the BUYER cannot work at the workplace under any circumstances.

- e. The CONTRACTOR is responsible for all the works done by the SUB-CONTRACTORS to the BUYER. The acceptance and approval of the SUB-CONTRACTORS by the BUYER does not change this responsibility in any way.
- f. If the BUYER determines that the works performed by the SUB-CONTRACTOR are not in accordance with the provisions of the contract and the specification, it may always request that the SUB-CONTRACTOR be changed or request the CONTRACTOR to personally undertake any part of the work it does not wish the SUB-CONTRACTOR to complete.

ARTICLE 14 - WORKS OUT OF THE SCOPE OF CONTRACT ANNEXES

The CONTRACTOR cannot make any changes in the projects automatically. The CONTRACTOR is obliged to change or demolish and rebuild the works that do not comply with the project and specifications and are found to be incomplete and defective, free of charge, within the period determined by the instruction of the building inspector. If there is a delay due to this, the responsibility belongs to the CONTRACTOR. However, if it is determined by the BUYER that the works made by the CONTRACTOR different from the project and the specifications are in accordance with the science and art rules and the desired features, these works can also be accepted with their new status. However, in this case, the CONTRACTOR shall not ask for more money by claiming that they use a larger size or amount of material and spend more effort. In such cases, the amounts calculated according to the dimensions shown in the projects and specifications or declared by written instructions are written in the progress payment reports. If the size of the work done in this way, the value and material of the labor is less, the price is paid accordingly.

ARTICLE 15 - INCORRECT, DEFECTIVE OR INCOMPLETE WORKS

- a. If the building inspection officer sees evidence and signs indicating that the work done by the CONTRACTOR is incomplete, faulty and defective or that the component is not in accordance with the specification, the officer shall notify the CONTRACTOR regarding excavation of necessary areas for examination and detection of such deficiencies, errors and defects during the construction period and during the period until final acceptance. The inspections shall be made together with the CONTRACTOR or its representative. If the CONTRACTOR or their representative does not comply with the notification to be made on this matter, the inspections shall be made unilaterally by the building inspection officer and the situation is determined with a report. The expenses of such examinations and investigations shall be borne by the CONTRACTOR if it is understood that the works are incomplete, erroneous and defective. Otherwise, action is taken according to general provisions.
- b. The costs of faulty, defective works that are found to belong to the CONTRACTOR and works whose components do not comply with the specification are deducted from the subsequent progress payments or the final progress payment or the deposit of the CONTRACTOR, even if they have been included in temporary progress payments.

ARTICLE 16 - CONTRACTOR'S MAINTENANCE AND CORRECTION RESPONSIBILITIES

- a. All responsibility of the construction work subject to the commitment belongs to the CONTRACTOR until the date when the final acceptance procedures is approved by the BUYER. The CONTRACTOR is obliged to immediately perform all repairs and corrections and continuous

maintenance works that will be deemed necessary by the BUYER either due to the component not conforming to the specification or due to defects and deficiencies of the construction works. If the CONTRACTOR fails to comply with this obligation, the BUYER shall ask him to fulfil his obligations with a letter. Starting from the date of notification of this instruction to the CONTRACTOR, if a longer period is not given due to the characteristics of the work by the BUYER in the letter of the instruction, in case of the CONTRACTOR not fulfilling its obligations within ten days or not completing the work within the specified period according to the technical requirements, the BUYER can outsource the relevant repair, correction and maintenance work, with all expenses to be borne by the CONTRACTOR. The BUYER shall be authorized to make payments from the CONTRACTOR's deposit payment or other receivables, if any, for these works.

- b.** If the BUYER detects any malfunction in the works performed by the CONTRACTOR during the period until the final acceptance date, it may fix and repair these defects as stated above, but may postpone the final acceptance procedures of the construction works determined to be defective according to the nature of the work to an appropriate date. In this case, for the section whose acceptance is postponed, a deposit of an amount deemed appropriate by the BUYER shall be retained.
- c.** When problems caused by the CONTRACTOR's fault in any work that need to be addressed urgently arise, if the CONTRACTOR is not able to take care of and address the issue at that time, the BUYER shall notify in writing and fix the problem on behalf of the CONTRACTOR. In the event that the CONTRACTOR cannot be found at the notification address or does not show interest in the work, the BUYER takes the necessary measures to correct the problem in the CONTRACTOR's account and the CONTRACTOR has no right to object to the implementation.
- d.** In the construction and assembly works, while the CONTRACTOR and SUB-CONTRACTORS shall be liable for the damage and loss caused by the construction not being in accordance with the science and art rules, the use of fraudulent components, and similar reasons, from the date of commencement to the final acceptance, it is responsible for fifteen years from the date of the final acceptance's approval as well. This loss and damage shall be completed and compensated by the CONTRACTOR AND SUB-CONTRACTORS according to the general provisions.

ARTICLE 17 - DURATION OF WORK AND EXTENSION

- a.** If the work is not completed at the time specified in the contract and made ready for provisional acceptance, the daily delay penalty stipulated in the contract is applied for each day of delay.
- b.** Situations where a time extension can be given due to force majeure are listed below:
Natural disasters, Legal strike, General epidemic disease, Partial or general declaration of mobilization.
- c.** In order for the situations stated in section b to be accepted as force majeure and to give time extension to the CONTRACTOR, the situation to be accepted as force majeure.
 - Shall not be due to the CONTRACTOR's fault
 - Shall present an obstacle to the fulfilment of the commitment,
 - The CONTRACTOR shall be unable to eliminate this obstacle,
 - The CONTRACTOR shall notify the BUYER in writing within twenty days after the force majeure occurs
 - Shall be certified by competent authorities.

ARTICLE 18 - EMPLOYEES' RIGHTS AND WORKING CONDITIONS

- a. The CONTRACTOR is obliged to provide each employee, personnel and technical staff a scorecard duly signed by them or their representative, indicating employee's name and surname, the date of employment, the wage and the date of payment, in accordance with the provisions of the legislation in force. Unless the amount and payment date change, this report card is valid. In case of a change, the CONTRACTOR has to update the scorecard given to its employees within seven days according to this principle. In this new scorecard, the validity date of the new report card must be written in addition to the previous information.
- b. The building inspection officer shall check whether there are any employees in the workplace whose wages are not paid by the CONTRACTOR or SUB-CONTRACTOR and, if any, these shall be paid, from the CONTRACTOR and the SUB-CONTRACTOR's progress payment according to the payrolls requested from the CONTRACTOR. For this, upon the request of the CONTRACTOR for progress payment, the estimated date of payment of this request and progress payment is announced as written in Article 36 of the Labor Law numbered 4857. The confirmation of the announcement is made with a report signed by the building inspector and the CONTRACTOR or their representative and the worker representative and a copy of this report is sent to the payment place of the progress payment.
- c. Workers, personnel and technical staff with receivables from the CONTRACTOR, can appeal to the building inspection officer within one week starting from the announcement date. The receivables are deemed to be determined for the days before the date of issuance of the progress payment report (before the worker wages payday). BUYER shall not be liable for more than three months' amount of such receivables.
- d. The declared receivable claims, the records of the CONTRACTOR or SUB-CONTRACTOR and the amounts (not exceeding the quarterly wage amount) that have been examined and agreed on the payroll and previous account papers, if any, are included in the payroll by the CONTRACTOR, and are sent to the payment place together with the progress report. This payroll amount, which is deducted from the part of the CONTRACTOR's progress payment, is given to the relevant paymaster of the accounting department with a separate check and the receivables shown on the payroll are paid to the relevant persons in front of the building inspection officer, the CONTRACTOR or their representative and the worker representative, this issue shall also be determined with a report. If the CONTRACTOR and their representative is not present during the payment despite being notified this issue shall be stated in the report.
- e. All workers, personnel and technical staff employed by the SUB-CONTRACTORS, who are employed by the CONTRACTOR whether as a day worker, a weekly worker or monthly worker, are also deemed to be the CONTRACTOR'S employees and the CONTRACTOR is directly responsible for the payment of their wages. The CONTRACTOR is obliged to act regarding wages just as with their own staff and as stated in the above clauses.
- f. In order for the personnel receivables to be controlled, the CONTRACTOR will give a copy of the payrolls of the payments made to the technical and administrative personnel and workers to the building inspection officer within one month starting from the date of issuance of the payrolls, and the technical and administrative personnel and the work of the workers, names and surnames with the place and date of birth will be indicated. The signature of the CONTRACTOR or their representative shall be on the payrolls.

- g. All personnel receivables are paid in money. There will be no method of using tokens, checks or anything else instead of money.

ARTICLE 19 - TRANSFER OF THE CONTRACT

In obligatory cases the contract can be transferred to someone else with the written permission of the BUYER. However the conditions of the first tender shall be sought out for transfers.

ARTICLE 20 - CLEANING THE WORKPLACE AND REMOVAL OF THE FACILITIES:

The CONTRACTOR shall clean up all kinds of hazards and work residues in an environmentally compatible manner. In addition, facilities such as shed, warehouse, garage, workshop etc. built by the CONTRACTOR for their own needs shall be dismantled and taken away by the CONTRACTOR at the end of the work and no price shall be paid to him for these works. In the event that these works, which are the obligation of the CONTRACTOR, are not performed or are performed incompletely, a certain amount assessed by the BUYER shall be deducted from the progress payment, if any, or from the CONTRACTOR's deposit.

ARTICLE 21 - COORDINATION OF PROJECTS AND REACHING A CONSENSUS WITH THE BUYER

The CONTRACTOR, prior to the site delivery shall prepare the initial project, taking into account all the documents such as technical specifications, projects etc. in the BUYER's tender file. The CONTRACTOR shall organize meetings with the supervisor determined by the ADANA METROPOLITAN MUNICIPALITY as the institution dealing with some of the infrastructure related productions in this regard and the BUYER, and will prepare all of the following projects, provided that they comply with the tender documents, and submit them to the approval of the BUYER. Site delivery will be made after the approval process. No production will be started without fulfilling the conditions in the relevant article.

- For discharge; wastewater project to be prepared according to the sewerage and rainwater manholes indicated by the municipality,
- Clean water project required for drinking, utility and irrigation water,
- Electrical installation project designed according to the needs of the greenhouse, solar collectors, the entire facility and for general use,
- Concrete floor project, to prepared in line with the existing infrastructure requirements and directives of the Adana Metropolitan Municipality, the specification of the table system to be installed and prefabricated Office areas, tents and greenhouse projects,
- The CONTRACTOR shall prepare the projects for obtaining the energy permit specified in the electricity specification and drawing the electricity projects in accordance with the energy needs of the greenhouses and other areas. Without a consensus with the BUYER, projects will not be approved in any way and manufacturing can not be started.

ARTICLE 22 - RESOLUTION OF DISPUTES

- a. The disputes that may arise between the building inspection officer and the CONTRACTOR during the execution of the work or during the final account statements will be resolved by the BUYER as written below, taking into account the provisions in the contract annexes specified in the priority order contract. The CONTRACTOR shall apply to the BUYER regarding the subject causing

the dispute with a petition explaining the reasons for the objection and complaints within fifteen days starting from the day this situation arises.

- b.** The BUYER will examine this petition within two months at most, starting from the date it receives the petition, and notify the CONTRACTOR of its decision on this matter. If within two months they do not receive a decision or if they do not agree to the decision, the CONTRACTOR is free to act according to the provisions of the contract regarding the settlement of disputes.