

LETTER OF AUTHORITY

We BAUR GmbH located in Sulz / Austria with the following contact details:

BAUR GmbH
Raiffeisenstrasse 8
6832 Sulz
AUSTRIA

VAT No. ATU43210404
Tel.: +43 5522 4941-0

hereby confirm that

YILTEKNIK ENERJİ SANAYİ VE TİCARET A.Ş.
Ata Mh. Sanayi Cd. No. 6
Gemlik, Bursa
TURKEY

is, according to the General Rules hereafter, authorized as our official distributor to promote, quote and sell BAUR products in Albania. Furthermore we allow the company Yilteknik to service our products in Albania.

The Letter of Authority is valid from July 01, 2022 until December 31, 2024.

BAUR GmbH

Sulz, 06.07.2022



Dr. Markus Baur
CEO



RAIFFEISENSTRASSE 8 · 6832 SULZ/AUSTRIA ·
BAUR GmbH
BAUR
www.baur.eu
+43 5522 4941-0 · F: +43 5522 4941-3

General Rules for Authorization as Official Distributor

1. Subject Matter

1.3 The Distributor has the right to distribute BAUR Products.

1.4 The Distributor shall purchase and sell the BAUR Products in its own name and for its own account. The Distributor shall act as a free and independent contractor.

2. Products

2.3 Products according to the current and valid BAUR Standard Product Price List.

2.4 Individual quotations when no BAUR Standard Product Price List is available.

2.5 Individual quotations for test, fault location and diagnostic systems, including combinations with or without a vehicle.

3. Territory

3.1 The Territory shall be the territory "Albania".

4. Obligations of the Distributor

4.3 The Distributor must safeguard the business interests of BAUR GmbH with due diligence and prudent business practices.

4.4 The Distributor shall observe BAUR's Code of Conduct (<http://www.baur.eu/code-of-conduct>).

5. Restrictions on the Distributor

5.3 The Distributor shall obtain the Products only from BAUR.

5.4 The Distributor and its affiliated enterprises shall not manufacture, purchase, sell or resell and shall not procure the manufacturing, purchase, sale or resale of products which compete with the BAUR Products.

5.5 The Distributor shall not make any sales (e.g. by external intermediaries or contractors) with regard to the BAUR Products to customers who are located outside the Territory unless otherwise approved by BAUR in writing.

6. Distribution License

6.3 BAUR shall provide the Distributor with its data and documentation relating to the Products necessary for obtaining a distribution license in the Territory, if necessary. All data and documentation handed over by BAUR shall be treated as strictly confidential information.

6.4 The Distributor shall not transfer the license for the Products to any third party without the prior written consent of BAUR.

6.5 The Distributor shall refrain from any activity jeopardizing the distribution license for the Products.

7. Warranty

7.3 The Distributor's warranty rights with regard to sales contracts are subject to BAUR's General Terms and Conditions of Sale which are available at the BAUR homepage: <http://www.baur.eu/legal-notice> ("BAUR GmbH's General Terms & Conditions").

8. Product Liability

8.3 The Distributor shall neither alter the delivered Products nor their design, packaging, product description or directions for use and in particular it shall not alter or remove warnings about the risks of improper use of the Products.

9. Term

9.3 This Authorization is valid from 01.07.2022 until 31.12.2024.

9.4 BAUR shall be entitled to terminate this Authorization for good cause with immediate effect if in particular:

- a) the ownership interests regarding the Distributor change to the extent that
 - i. a competitor of BAUR acquires an ownership interest,
 - ii. the capital resources of the Distributor are considerably affected, or
 - iii. the undisturbed execution hereof is impaired;

- b) the Distributor does not obtain or loses the necessary distribution license to distribute a Contractual Product in the Contractual Territory or is no longer able to fulfil its obligations hereunder for any reason whatsoever.

10. Final Provisions

10.3 To the extent not otherwise stated herein, BAUR's General Terms and Conditions of Sale, which are available at the BAUR homepage: <http://www.baur.eu/legal-notice> ("BAUR GmbH's General Terms & Conditions"), apply.

10.4 Austrian law applies exclusively to all relationship with BAUR. The application of the UNCITRAL agreement of the United Nations on contracts for the international purchase of goods is excluded. The competent court is 6800 Feldkirch, Austria.