

## **General Terms and Conditions of Service**

Provision of Services (repairs, assemblies, installation work, etc.)

### **1 Scope**

1. Services of any kind (e.g. repairs, assemblies, installation work, etc., *hereinafter referred to as "Services"*) operated by ARPEDON PC (*hereinafter referred to as "the Supplier"*) are subject to the present GENERAL TERMS AND CONDITIONS OF SERVICE, except for those that have been clearly agreed otherwise in the respective offer / proposal or acceptance of the Agreement as described in paragraph 2 below, which constitute the specific terms thereof. Therefore, any terms that have not been accepted in writing by the Supplier have no legal force and no legal effect.
2. If the execution of Services also includes the supply of equipment and/or systems, or any other material from the Supplier, the terms and conditions of sale of this supply shall be determined by the Supplier's respective "GENERAL TERMS OF SUPPLY – Supply of Equipment and Systems" of the Supplier.
3. The provision of any Service (repair, assembly, installation work, etc.) by the Supplier shall not be activated unless the respective offer and these General Terms and Conditions are fully accepted by the Customer (*hereinafter referred to as "the Customer"*). The relative acceptance, i.e. of both the Supplier's offer and these General Terms and Conditions, shall be made and proven only in writing. In any case, knowledge and acceptance of these General Terms and Conditions on the part of the Customer shall be presumed, if they have been sent to or he has become aware of them in any way and the Customer has agreed to the commencement of the provision of the Service by the Supplier. Alternatively, the present General Terms shall be deemed to have been made known to the Customer when the latter has received them from a previous collaboration with the Supplier. In this case, they shall form an integral part of the Supplier's offer and shall be deemed to have been accepted by the Customer by accepting the Supplier's offer / proposal, provided that the Supplier's offer makes explicit reference to the General Terms and Conditions.

### **2 Configuration of Agreements and scope of services**

1. The scope of services is precisely specified in the Contract / Written Agreement between Customer and Supplier. The assignment shall be considered valid only if it has been expressly accepted in writing by the Supplier or has been recorded in a written contract between the parties (*hereinafter referred to as the Agreement*).
2. The subject includes only the Services specified in the Agreement. Any other Services (e.g., studies) that are not clearly described in the written Client's approved Agreement by the Supplier and that may be necessary, directly or indirectly, for the performance of the Services shall be the responsibility of the Customer.
3. Amendments and / or deviations from the subject matter of the Services of an Agreement that may be proposed by either party must, in order to be valid, always be notified to the other party in writing and must be expressly accepted in writing.

4. The final technical decisions belong to the Client. The Supplier performs the work based on approved plans/instructions and documented decisions.

### 3 Prices

1. Service prices, both for personnel and for the use of auxiliary equipment, means of transport, consumables, etc. are fixed and do not include VAT or any other tax, which will be added later to the invoice at the corresponding prices.
2. If a total number of hours has been calculated for the various activities constituting the Services, this number is indicative only and the invoicing will be based on the actual number of hours required for the implementation of the Service.
3. The prices specified in the offer are valid for the payment terms of the specific offer. If these terms are modified, the prices shall be revised accordingly.
4. Upon acceptance of the Agreement by the Supplier, the prices of the Services are considered final and will not be revised. However, price adjustments may be applied to the following cases:
  - i. Price review has been expressly agreed between the Customer and the Supplier.
  - ii. **Delivery or acceptance time is delayed for any reason directly or indirectly assigned to the Customer.**
  - iii. The subject matter of Supplies has been modified at the Customer's request.
  - iv. The prices are quoted in a currency other than Euro and it has been agreed that it will be modified in accordance with the exchange rate of that currency against the Euro applicable on the date of each (partial) invoicing.

### 4 Payment terms – Ownership

1. Unless otherwise agreed, the fee for the Services shall be invoiced at the end of each calendar month, based on the progress of the work performed or upon its completion. Completion of work shall be certified by the signing of a termination / completion protocol for the specific Services, when the relevant invoice shall be issued. Otherwise, they shall be deemed to have been automatically performed / received and accepted by the Customer and , at which point the relevant invoice shall be issued (see also Article 14, paragraph 3 hereof). The price for any Agreement must be paid within thirty (30) days of the invoice date, unless the contracting parties agree otherwise.
2. Payment shall be made under the agreed terms, by deposit into the Supplier's bank account or by any other agreed process. Payment shall be made without any deduction unless the law provides otherwise (e.g. contractor's tax) or a performance guarantee procedure has been agreed upon. In case that checks are issued as a means of payment, any disputes that may arise in the future from or in connection with them, shall be subject to the exclusive jurisdiction of the courts of Athens and shall be handled in accordance with Greek law.
3. If the performance or receipt of the Services is delayed for reasons not attributable to the Supplier, the agreed payment terms shall remain unchanged.

4. In case of late payment by the Customer, the Supplier shall be entitled to claim statutory default interest from the date on which payment is due until the date of full payment. The default interest shall be calculated based on the relevant interest rate applicable from time to time, as determined by the Bank of Greece. Payment of such interest does not release Customer from the obligation to comply with the agreed terms for any remaining payments.
5. **If the Customer delays payments, the Supplier is entitled to suspend the performance of the Services, either temporarily or permanently, without affecting the Supplier's claim against the Customer for the payment of the delayed payments, and is furthermore entitled to claim additional compensation for any positive damage suffered as a result of such suspension.**
6. Customer's submission of claim does not entitle the Customer to suspend or reduce any agreed payment.
7. Invoices and other documents delivered to the Customer shall be signed by the person legally authorized to do so. If the Customer is a legal entity, the signature of the above documents, even if it is not the legal representative, shall be deemed to be that of a person legally authorized for this purpose and therefore valid (receipt of documents and invoices). The place of payment of invoices is considered to be Alimos. All disputes which may arise in the future from invoices or in connection with them, shall be settled by the courts of Athens and in accordance with Greek law.
8. Regardless of anything contained in these General Terms and Conditions of Service, the Supplier shall have a right of lien, as provided for by law, on the equipment to which the services provided relate, until full payment of the relevant invoices.
9. **The Supplier has the right to request guarantees and/or immediate payment of past debts -outstanding invoices- and/or to suspend or cancel any pending agreements or deliveries without prejudice to any consequent damages.**
10. No discount is granted due to early payment.

## 5 Representation and Authorizations

1. Each party shall appoint an authorized representative and/or representatives for each area of responsibility (e.g., technical, financial/accounting), who shall constitute the sole points of contact for the respective issues.
2. Decisions/instructions shall only be considered binding when they originate from an authorized representative and are documented in accordance with this procedure.

## 6 Channels, Working Hours, and Method of Communication

1. Communication and the exchange of instructions/clarifications shall be carried out in writing (preferably via email or another agreed system). Monitoring correspondence is the responsibility of the authorized representative appointed by the Client.
2. Any verbal agreement, instruction, or decision must be confirmed in writing (e.g., via email), so that a clear record exists and misunderstandings are avoided.

3. No communication shall take place outside the agreed working hours, unless there is an explicitly designated urgent incident and a corresponding handling procedure has been agreed.
4. The parties undertake not to engage in transactions or make decisions “in the heat of the moment.” Communication shall remain documented, calm, and clear.

## **7 Meetings, Scheduling and Meeting Management**

1. It is agreed that regular planning/coordination meetings will be held at predetermined intervals (e.g., weekly/fortnightly), with an agenda and minutes/summary of decisions.
2. In case of inability to attend a scheduled meeting, the responsible party must notify in due time, in order to avoid wasting time and reschedule.
3. The practice of “critical need” is not adopted without documentation. All tasks shall be carried out in order of priority and based on the agreed schedule to ensure quality, safety, and compliance with the timeline.

## **8 Preliminary work, services and non-contractual supplies. Licenses and authorizations**

1. In case that preliminary work is required to be performed by the Customer in order for the Supplier to perform the Services in accordance with the terms of the Agreement (e.g. accesses, water supply networks, power supply, ground clearance, foundations, drainage systems etc.), the Customer must execute them in a timely manner. The Customer must also provide the Supplier with the necessary documents (drawings, diagrams, specifications) as well as the appropriate scheduling of the operations for which it is responsible, so that the Supplier can proceed to perform the Services without interference.
2. If the Customer undertakes to provide auxiliary personnel (workers, electricians, etc.) required for specific tasks related to the execution of the Services or for their support, the personnel must have the necessary qualifications for such tasks. In this case, the Customer is responsible for the complying with the relevant labor legislation as well as for ensuring that its personnel comply with the applicable safety and health regulations in the workplace. In any case, the Supplier bear no responsibility for these obligations.
3. The Customer shall issue at its own expense and on its own behalf all permits and authorizations required for the performance of Services by the Supplier, in accordance with applicable laws and regulations.

## **9 Working hours, Service buildings for performing work**

1. The Supplier shall adjust, as much as possible, the working hours of its staff or sub-contractors during the Customer's working hours if the latter performs an industrial activity at the area of provision of Services. However, where it is necessary to avoid interference, “dead” hours should be preferred, or in the case of Services in facilities

under construction, as working day should be a day that is adapted to the circumstances.

2. The working hours of the Supplier's staff or subcontractor personnel should comply with the applicable labor legislation and collective agreements applicable in the specific sector in relation to duration, overtime, breaks and rest periods. If the number of working hours is less than those of the legal working day for reasons not attributable to the Supplier, the applicable working hours will be invoiced if this has not been included in the offer.
3. In any case and depending on the nature of the work, the Customer must provide a suitable working environment for the performance of the Services by the Supplier, its staff and its subcontractors such as lighting, heating, security, protection etc.
4. The Customer must provide to Supplier's or his subcontractor's employees with all operational facilities such as: access to toilets, dining areas, changing rooms, storage areas for tools and equipment, protection etc.

## **10 Subcontracting**

1. The Supplier reserves the right to subcontract part of the work included in its scope. However, the Supplier retains full responsibility towards the Customer for both the subcontractor and its personnel as well as for the quality and timing of the Services specified in the contract.

## **11 Safety and health at work**

1. The Customer shall bear sole responsible for taking any measures considered necessary, in accordance with the law on safety and health at work. Therefore, they bear full responsibility and are obliged to inform about the inherent risks in the area where the contract work is carried out as well as the measures that may need to be taken in case of an emergency. He is also responsible for the coordination between different subcontractors who may be working on a project at the same time, for the advisory and educational processes regarding both its own employees and those of its subcontractors, as well as for any obligations in the field of safety and health at workplace, arising from current legislation.
2. The Supplier shall be entitled to suspend the performance of the work if it considers that the safety and health of the personnel has not been ensured, and shall be entitled to a corresponding extension of delivery dates (when there is a delay) and compensation from the Customer for any positive loss or damage that have been incurred, such as lost working hours, staff travel expenses, allowances (daily compensation), immobilization of equipment and tools, etc.

## **12 Job completion time**

1. The Agreement shall specify the time of completion of the Services, which shall only be changed in the following cases:

- i. The Customer requests amendments to the Agreement, which may be accepted by the Supplier and which, in the Supplier's opinion, require an extension of the Service Execution Time.
  - ii. The Customer has not performed or completed any necessary preliminary work, or any required supplies of materials and equipment beyond the Supplier's responsibility have not been completed or the necessary licenses and authorizations have not been obtained, as described in Article 8 hereof.
  - iii. The Customer has not fulfilled any of his contractual obligations regarding the Agreement, especially with regard to payments.
  - iv. There are delays in the performance of the works for reasons beyond the Supplier's responsibility. Indicatively and not restrictively, the above causes of delays include: strikes of means of transport and services, delays in third party supplies, transport system problems, floods, storms, strikes, strikes by the Supplier's or its subcontractors' personnel, sabotage, pandemics, unforeseeable interruptions in the operation of the Supplier's facilities due to damage, etc. and any cause that may be considered force majeure under applicable law.
2. For the aforementioned cases, i, ii, iii postponements to the execution time of the Services shall not affect the payment schedule. If payments are linked to compliance with milestones, the initial milestone will be used as a benchmark for payments.
3. In case that the delay in the performance of the works is due to the Supplier's fault, the Customer shall be entitled to impose a penalty clause, if agreed, which shall be the only acceptable legal remedy of the Customer in cases of delay.

## 13 Suspension or interruption of work - services

1. For the execution of the Services and depending on the duration and complexity, the Customer and the Supplier must agree on a common schedule. **In case of suspension of work for reasons not attributable to the Supplier, the latter shall be entitled to claim compensation from the Customer for lost hours, staff travel expenses, living expenses, immobilization of equipment and tools etc., in order to cover the financial losses caused by this unscheduled suspension.**
2. **If the Customer decides to suspend the execution of the works permanently, for reasons not attributable to the Supplier and terminates the contract, a schedule of normal work suspension must be agreed. In this case, the Customer shall also compensate the Supplier for any costs and expenses have arisen by this complaint.**
3. **In the case the Customer does not fulfill its contractual obligations to the Supplier, including failure to pay, the Supplier reserves the right to cancel the contract and recover the deliverables from the Customer.**

## 14 Inspection and receipt

1. Unless otherwise specified in the Agreement, supervision of the progress of performance of the Services shall be monitored by the Supplier. **Each charge shall correspond to a specific deliverable/task and shall be documented by measurement, project log, or other agreed supporting evidence.** If the Customer requires



additional supervision by itself and/or third parties, such additional supervision shall require the Supplier's approval and shall be carried out at the Customer's expense.

2. Upon completion of the Services, the Supplier shall invite the Customer in writing to conduct an inspection within ten days of completion of the works, in order for the Customer to identify in writing any defects/ workmanship attributable to the Supplier and to notify the Supplier immediately of their existence. The Supplier shall be obliged, within a reasonable period of time to be mutually agreed with the Customer, to fully remedy these, upon completion of which the Supplier shall again invite the Customer for inspection as specified above.
3. The successful completion of the Services shall be confirmed by signing a Services Delivery and Acceptance Protocol, upon which the corresponding invoice shall be issued and the warranty period shall commence. **In case where execution of the aforementioned protocol becomes impossible for reasons attributable to the Customer, such as indicatively, when the Customer, despite having been invited in a timely manner, fails to attend the inspection of the provided Services within the prescribed period (within ten (10) days from completion of the works), or where the Customer, despite not signing the delivery acceptance protocol, begins to use the facilities or equipment to which the Services relate, then the Services provided shall be deemed to have been fully performed, received, and that they have been accepted by the Customer, without the need to sign the delivery-acceptance protocol, in which case the relevant invoice will be issued and the warranty period will commence.**
4. **Invoicing is carried out exclusively for works/installations that have been performed and can be measured / received.**
5. In cases where the Agreement specifies tests under operating conditions on dates agreed between the Supplier and the Customer, the Services Delivery - Acceptance Protocol shall be signed and the corresponding invoice shall be issued upon successful completion of such tests within the agreed timeframe. If the above period expires without the tests being carried out due to reasons attributable to the Customer, then the Services shall be deemed automatically as performed, received, and accepted by the Customer, without the need to sign the delivery - acceptance protocol, and the relevant invoice shall be issued and the warranty period shall commence.
6. If the Customer has agreed with the Supplier to conduct acceptance tests on the completed work, such tests shall be carried out on the agreed dates, and the Customer shall make available, at no charge, the auxiliary personnel and consumable materials (free of charge) that the Supplier will need for this purpose.

## 15 Warranties

1. Unless otherwise agreed in the Agreement, the Supplier warrants against any defects in the execution and commissioning (if it is responsible for this) for a pre-agreed period from the date of acceptance of the Services, whether written or implied (see 14.3).
2. The warranty referred to in paragraph 15.1 refers to the repair of errors and defects that have been identified as such in the provided Services. The repairs will take place at the location specified in the Agreement.

3. Repairs to specific components or systems do not affect the expiration date of the warranty period of the Service provided as a whole defined in paragraph 15.1. The repaired or replaced equipment shall be covered by the separate warranty that applies to each piece of equipment from the date of repair or replacement. The Supplier bears no responsibility for repairs carried out by third party personnel.
4. The warranty does not cover damage or defects due to normal wear and tear from the use of the equipment. Also excluded from the warranty (and furthermore considered void) are damages and defects resulting from:
  - i. poor maintenance or storage
  - ii. incorrect or negligent handling
  - iii. misuse
  - iv. use of unsuitable liquids and gases
  - v. incorrect flow or pressure
  - vi. fluctuations in the quality of the power supply (voltage, frequency, disturbances)
  - vii. modifications made to the materials without the Supplier's approval
  - viii. installation modified later without the Supplier's knowledge
5. The warranty shall also be deemed to have expired in the case where, although it is specified in the contract that the Service shall be put into operation in the presence of the Supplier, this is done without its presence, as well as when in case of failure, no measures are taken to limit the damage.
6. In any case, the warranty period may not exceed twelve months from the date of commencement thereof (Time of completion of works as described in paragraph 12).

## **16 Limitation of Liability**

1. The Supplier, including agents, employees, subcontractors, Suppliers or other persons for whom it is considered legally responsible, shall be liable for any injury and direct damage which may be caused to people and property due to negligent performance of its contractual obligations.
2. The Supplier shall bear no liability for any indirect and/or consequential damages that may arise as a result of the performance of the Services, such as in the following cases, indicative and not limited to, excluding cases of gross negligence and fraud:
  - i. Loss of income
  - ii. Loss of profit
  - iii. Loss of contracts
  - iv. Loss of use
  - v. Loss of production
  - vi. Capital costs
  - vii. Loss due to power outage
  - viii. Alternative power generation costs



- ix. Other expenses resulting from shutdown
- 3. The Supplier's total contractual obligation arising from the supply is limited to the value of the supply that has raised the requirement.

## **17 Intellectual and industrial property**

1. The intellectual and / or industrial property and information included in the offer / proposal, as well as the technical documents, information, procedures, diagrams, drawings, software, etc., which are included in or related to it, belong to the Supplier or its partners. Therefore, their use by the Customer for purposes other than Agreement fulfillment, as well as the full or partial reproduction or assignment of use to third parties, are expressly prohibited unless they are prior written consent of the Supplier.

## **18 Force majeure**

1. The Supplier shall not responsible for any loss or damage of any kind, arising as a result of delayed deliveries or total or partial failure to perform any Agreement due to events beyond its control, such as the forced interruption of all or part of the means of production, general or partial strikes, including strikes affecting the Supplier or its Suppliers, lockouts, wars, fire, interruptions or suspensions of the means of transport, supply problems (such as access problems to raw materials), and generally any events considered to be "force majeure" by the case law of the Greek Courts.
2. The Supplier shall be released from its obligations regarding any part of the contract with the Customer that has not yet been implemented on the date on which a "force majeure" event occurs. The Supplier shall not be responsible for the payment of any compensation, damage or expenses in connection with such a situation or about the total or partial failure to perform its obligations under the contract as a consequence of a "force majeure" event.

## **19 Jurisdiction and competence**

1. These General Terms and Conditions, as well as any contract between the Supplier and the Customer under these General Terms and Conditions are governed by Greek law.
2. The courts of Athens shall have jurisdiction, if any dispute arises between the Customer and the Supplier. If any dispute acquires international dimension, due to the location where the contract is to be performed or for any other reason, the Supplier –if it is the plaintiff– has the right to bring the dispute either before the aforementioned courts or before the competent courts at the Customer's official place of business or at the place of performance of the order.

## **20 Validity of the terms**

1. The above terms are binding and form an integral part of the offer and the contract wherever they are not amended. Additional agreements or deviations from these terms are only valid if they are confirmed in writing.

## **21 ARPEDON Code of Conduct**

1. The Supplier has established a code of conduct, called "ARPEDON Code of Conduct", which is available on the website <https://www.arpedon.com/>. Therefore, the Contractors, the Customers, the Suppliers and the Consultants who cooperate with the Supplier, are committed to complying with and respecting the high ethical standards set forth therein. Any violation of these policies will be considered as a serious violation of the agreement and will result in appropriate measures being taken, including unreasonable termination of the agreement.