

General Terms of Supply

Supply of Equipment and Systems

1 Scope

1. Sales carried out by ARPEDON PC (hereinafter referred to as the "Supplier") are subject to present document for General Terms and Conditions of Sales (hereinafter referred to as the "General Terms and Conditions"), except for those that have been clearly agreed otherwise in the corresponding offer/proposal or acceptance of order, which are considered as special terms. Therefore, terms that have not been explicitly accepted by the Supplier have no legal force and no legal effect.
2. Any order for equipment, spare part or system from the Supplier shall not be valid unless the corresponding offer and these General Terms and Conditions are accepted in their entirety by the respective Customer (hereinafter referred to as the "Customer"). The relevant acceptance, i.e. of both the Supplier's offer and these General Terms and Conditions, shall be established 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 him or he has become aware of them in any way, and the Customer has agreed that the equipment/part/system is dispatched to him by the Supplier. Alternatively, these General Terms and Conditions shall be deemed to have been known to the Customer when he has already received them from a previous contract 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 upon acceptance the Supplier's offer / proposal, provided that the Supplier's offer makes explicit reference to the General Terms and Conditions.
3. The following General Terms and Conditions will be applied:
 - i. In all contracts for the sale of goods between the Supplier and the Customer, relating to goods manufactured and/or sold by the Supplier in accordance with Supplier's specifications and technical descriptions.
 - ii. In all construction contracts between the Supplier and the Customer for the sale of goods manufactured in accordance with specifications provided by the Customer to the Supplier (hereinafter referred to as "Special Products").

2 Standardization of orders and subject of supply

1. The scope of supply shall be precisely specified in the Customer's order. The Supplier should send a written acceptance, so an order to be considered as valid, except in cases when, given the periodic nature of the supply, this requirement has been abandoned by mutual agreement.
2. Supply includes only equipment and materials specified in the order, except in cases where specific documents, information, support or additional tasks are clearly included in the Customer's order which has been accepted in writing by the Supplier.

3. The Supplier's price lists, catalogues, technical notices, advertisements or promotional documents do not constitute an offer, except in cases where the Supplier accepts a particular Customer's specification, which must be included in the order documents.
4. **The final technical decisions are the responsibility of the Customer. The Supplier supplies based on approved specifications/instructions and documented decisions.**
5. The Customer may not modify or cancel a binding order/instruction for any reason, even if the Supplier has not yet forwarded the acceptance of the order/instruction to the Customer. If the Supplier accepts the Customer's request to modify or cancel an order/instruction before it is placed in production (or before the provision of services begins), the Supplier may invoice the Customer for all or part of the costs it has already incurred in relation to design, raw material purchases, etc. If the Customer's request to cancel the order reaches the Supplier while the order is in progress (i.e. in production), the Customer shall be required to take delivery of the products that are in the process of construction and pay the corresponding price. Respectively applies for services under provision.

3 Prices

1. Order prices are net, and do not include VAT, or any other tax or levy, which will be charged subsequently on the invoices in accordance with the applicable regulations. Unless otherwise specified in the order or in a relevant agreement between the Customer and the Supplier resulting from their business relationship, prices do not include packaging, transport or insurance. Prices are valid only for the entire quantity of materials described in the offer.
2. Upon acceptance of the order by the Supplier, the supply prices are considered final and cannot 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 scope of supply has been modified at the Customer's request.
 - iv. The sales prices are quoted in currency other than Euro, and it has been accepted that it will be modified in accordance with the exchange rate of that currency to the Euro prevailing on the date of each (partial) delivery.

4 Payment terms – Ownership

1. The Supplier's quotation, or in cases where there is no such form, the Customer's order that the Supplier has accepted, shall include the terms of payment of the specific supply. Payment terms that have previously been determined by agreement within an ongoing business relationship, may also be applied. Payment shall be made on terms agreed to deposit in the bank account of the Supplier or by any other agreed procedure. Payment shall be made without any deduction, including,

but not limited to, discounts, expenses, taxes or duties, or anything else. The price for any order must be paid within thirty (30) days of the invoice date unless the contracting parties agree otherwise.

2. If the delivery or receipt of the commission is delayed for reasons not attributable to the Supplier, the agreed payment terms remain unchanged.
3. In the case of late payment by the Customer, the Supplier shall be entitled to claim statutory default interests from the date of payment obligation until the total 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 shall not release Customer from executing all other payments under the agreed terms.
4. **If the Customer delays the payments, the Supplier may suspend the delivery of the goods or the implementation of the related works without the Customer being entitled to claim any compensation, for this reason.**
5. Customer's submission of claim shall not entitle him to interrupt or reduce any agreed payment.
6. Invoices and any other documents delivered to the Customer shall be signed by the person legally entitled to do so. If the Customer is a legal entity, the signature of the above documents, even if it is not that of the legal representative, shall be deemed to be a person legally authorized for this purpose and therefore valid (receipt of documents and invoices). Place of payment of invoices is considered to be Athens. All future disputes which may arise from or in connection with the invoices shall be settled by the courts of Athens, in accordance with Greek law.
7. In case of payment by checks, any disputes which may arise in the future from or in connection with the checks shall be settled by the courts of Athens and in accordance with Greek law.
8. Regardless of anything contained in the present General Terms and Conditions, equipment and/or materials will remain in Supplier's property, which shall retain all legal rights, until the completion of payment.
9. The risk of loss or damage of the equipment and/or materials shall be passed to the Customer upon delivery, as defined in the relevant terms, without this exempting the Customer from the obligation to pay.
10. **The Supplier also has the right to request guarantees and/or immediate payment of past debts -outstanding invoices- and/or to suspend or cancel any outstanding orders or deliveries without prejudice to any resulting damages.**
11. 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 be the sole points of contact for the respective issues.
2. Decisions/instructions are considered binding only when they come from an authorized representative and are documented in accordance with this procedure.

3. Communication and 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 Customer.
4. Any verbal agreement, instruction, or decision must be confirmed in writing (e.g., by email) so that there is a clear record and to avoid misunderstandings.
5. No communication shall take place outside agreed working hours, unless there is a clearly defined emergency and a corresponding handling procedure has been agreed.
6. The parties undertake not to engage in transactions or decisions "in the heat of the moment." Communication shall remain documented, calm and clear.

6 Meetings, Planning and Meeting Management

1. Meetings shall be held whenever necessary, upon agreement between the parties, with a predetermined agenda and minutes/summary of decisions.
2. In case of the inability to participate in a scheduled meeting, the responsible party is required to provide timely notification in order to avoid wasting time and to allow for rescheduling.
3. No "critical need" practice is adopted without documentation. All orders are executed in order of priority and based on agreed scheduling to ensure quality, safety, and adherence to schedule.

7 Delivery time and terms

1. Supply is completed when the materials are delivered on site and under the conditions stated in the order acceptance. If the place of delivery is not specified therein, the supply shall be deemed to have been delivered when it is at the factory or the warehouses of the Supplier. In order for the delivery time to be binding on the Supplier, the Customer must have complied with the payment schedule, where applicable.
2. Delivery time shall be modified when:
 - i. Customer does not provide the documents required for the execution of the supply on time.
 - ii. Customer requires changes to the order which are accepted by the Supplier, but from the Supplier's point of view, this requires extension of the delivery time.
 - iii. For the delivery of the supply, certain tasks must be performed by the Customer or its subcontractors, and they were not finished on time.
 - iv. Customer has not fulfilled any of his contractual obligations relating to the order, especially with regard to payments.
 - v. There are delays in the production or supply of all or some of the material supply for reasons beyond the Supplier's responsibility. Indicatively and not restrictively, in the above-mentioned causes of delays shall include: strikes of means of transport and services, floods, storms, strikes, staff strikes of the Supplier

or his subcontractors, sabotage, unexpected interruptions in the operation of the Supplier's facilities due to damage, pandemics, etc, and any cause may be perceived as force majeure under applicable law.

In the above cases i, ii, iii and iv, delays in delivery time shall not modify the payment schedule.

3. In case the delay in the delivery of equipment and materials included in the order is due to the Supplier, the Customer shall be entitled to impose a penalty clause, if agreed, and that shall be the only acceptable legal remedy of the Customer in case of delay.
4. If the order requires multiple deliveries, each delivery shall be considered a separate contract. Any delay in the delivery of one shipment shall not constitute grounds for cancellation of subsequent shipments.
5. The Customer is bound to receive the items of an order on the dates stated in the order acceptance or, where applicable, in the invoice or notification issued by the Supplier. If the Customer fails to take delivery of an order as above, the Supplier shall have the right to dispose of the goods as it sees fit, regardless of any damages to the Customer.

8 Packaging – Consignments – Transportation

1. Except where otherwise agreed with the Customer, packaging of the equipment and materials that are included in the supply shall be an additional charge on the sales price, and returns shall not be accepted.
2. Unless the Supplier states otherwise in its order acceptance or, where applicable, in its invoice, all sales covered by these General Terms and Conditions are made "on-site" by the Supplier. Therefore, products will always be transported at Customer's risk, even in the case of prepaid freight. In such cases the Supplier is relieved of any liability arising from damage or loss of the supply.
3. If the equipment is ready for delivery or the agreed tests are pending, and the Customer does not receive or agree with the Supplier to store it on its premises under agreed terms, all costs resulting from storage shall be borne by the Customer, who shall bear the responsibility and risk of any damage occurring to the materials.

9 Inspection and acceptance of deliveries

1. Inspections and tests during production and final inspection prior to shipment of the supply shall be conducted by the Supplier, except as described in the order. Any additional testing, required by the Customer, shall be specified in the order, listing the applicable standards and, if possible, the location where these tests should be carried out. These additional tests shall be approved by the Supplier and shall be performed on behalf of the Customer.
2. **Within fifteen days from the date of receipt of the supply, the Customer must check the content, for any defects/damages, which may be attributed to the Supplier, and immediately inform the Supplier of their existence. Upon expiry of the aforementioned fifteen-day period, the Customer shall be deemed to have accepted the products without reservation.**

3. If the supply presents defects / errors attributable to the Supplier, the latter shall take care of their repair.
4. Except in cases, where acceptance tests under conditions and on dates agreed between Supplier and Customer have been specified in the order, after 15 days from the receipt of the supply by the Customer and provided that the Supplier has not received written notification of any defects/errors, the supply shall be deemed acceptable and the guarantee period shall start from that point.
5. **The supply shall be deemed to have been accepted by the Customer, in cases where:**
 - i. **Despite the agreed acceptance tests, these are not carried out within the agreed period for reasons for which the Supplier is not responsible**
 - ii. **The Customer already use the supply**

10 Return of materials – Requirements – Order cancellation

1. Under no circumstances any return of materials to Supplier is acceptable, unless prior agreement has been reached with the Customer on the specific issue. A period of fifteen days from the date of receipt of the supply by the Customer is set for the latter to inform the Supplier of their intention to return materials and justify this action, as well as to arrange the return process with the Supplier, where possible. Requests must be submitted by the Customer to the Supplier always in writing.
2. Returns or shipments of goods to the Supplier's premises, either for credit, replacement or repair, must always be made by prepaid transfer by post or courier.
3. In case of return of goods due to an error in the order, or for other reasons for which the Supplier is not responsible, 15% of the net value of the returned materials will be charged as a share of the Customer at cost of inspection and preparation (unless otherwise agreed).
4. The Customer is entitled to return the products that it considers to be non-compliant only with the written consent of the Supplier. Furthermore, the Supplier will accept the return of non-compliant products, only if all of the following conditions are met cumulatively:
 - i. Each returned product is accompanied by a written explanation by the Customer, of the precise reasons for the rejection.
 - ii. Products are returned in their original packaging, which must be in good condition.
 - iii. The Customer has not modified or changed the products in any way.
5. **The Supplier shall not accept returns of products designed or built specifically for a particular order.**
6. **In case of total or partial cancellation of the order by the Customer for any reason within 15 days before the agreed time of delivery, the Customer shall be charged a cancellation fee equal to 25% of the value of equipment/materials for which cancellation is requested. Any cancellation, related to equipment / materials out of the Supplier's pricelist, is not accepted and the Customer shall be required to pay 100% of the value of equipment / materials and receive the equipment / materials, unless otherwise agreed in the order.**

11 Warranties

1. Except where otherwise agreed in the offer or acceptance of the order, the Supplier guarantees against defects in materials, construction or assembly of the materials supplied for a period of one year from the date of their use by the Customer, whether it is clear / explicit, or implied (which shall occur fifteen days after shipment of the goods to the Customer, provided that the Supplier has not received written notice of non-compliance from the Customer or otherwise upon the expiration of eighteen months period from the date of shipment of the supply to the Customer, whichever occurs first).
2. The warranty referred to in paragraph 9.1 refers to the repair or replacement of items that have been identified as defective, either due to defects in material or due to manufacturing / assembly faults. Upon agreement with the Customer, repairs and replacements of defective items may also be carried out on site.
3. The repair or replacement of a part of the supply shall not affect the start date of commencement of the full warranty period, as defined in paragraph 9.1. Repaired or replaced equipment shall be covered by a separate guarantee of one year from the date of repair or replacement.
4. When the warranty, as stated in paragraph 9.2, involves a replacement that should be done immediately for emergency reasons, the Customer undertakes to return the defective part or material within seven days from the date of delivery of the new part or material, if possible.
5. The Supplier bears no responsibility for repairs performed by third parties.
6. Damage or lesions resulting from wear due to normal use of the equipment are excluded from the warranty. Exclusions from the warranty are also damages and deterioration resulting from:
 - i. inadequate maintenance or storage
 - ii. incorrect or negligent handling
 - iii. misuse
 - iv. use of unsuitable liquids and gases
 - v. incorrect flow or pressure
 - vi. incorrect installation
 - vii. fluctuations in the quality of the power supply (electrical voltage, frequency, disturbances)
 - viii. any modifications made to the equipment without the Supplier's approval
 - ix. any installation made/modified later, without complying with the technical specifications of the products and in general, for any reason not attributable to the Supplier.
7. The warranty shall also be deemed to have expired if, although it is specified in the contract that the equipment shall be put into operation under the supervision of the Supplier, this shall be done without its presence, as well as when in case of failure, no measures are taken to limit the damage.

12 Intellectual and industrial property

1. *Standardized Products:* Any models, designs, calculations, prototypes, handwritten drawings and all other documents prepared by the Supplier shall remain in the property of the Supplier. The Supplier retains full ownership of these documents and the resulting rights, which may not be used, disclosed, reproduced or performed by the Customer or by any third party, without prior written approval.
2. *Special Products:* The Customer retains ownership of any designs, models or technical information provided to the Supplier. The Supplier retains ownership of the composition and the procedures applied to the materials used to manufacture the products as well as anything beyond the designs as they are part of the Supplier's know-how.
3. The Supplier shall be entitled to invoice the Customer for the cost of any production, molding, and finishing tools manufactured for the purpose of making an order/instruction for Special Products. However, the Supplier retains ownership of these tools. Tools produced for product molding shall become the property of the Customer upon full payment of their price and provided that they are subject to the Supplier's intellectual property rights.

13 Force majeure

1. The Supplier is not responsible for any loss or damage of any kind, resulting from delayed deliveries or total or partial failure to fulfil any order/instruction due to events beyond its control, such as the forced interruption of all or part of the means of production, including strikes affecting the Supplier or its Suppliers, lock-outs, wars, fire, interruptions or suspensions of means of transport; (such as access problems to raw materials), and generally any events considered as "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 is not responsible for the payment of any compensation, damage or expenses in related with such a situation or about the total or partial failure to perform his obligations under the contract as a result of a "force majeure" event.

14 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 not be liable for any indirect and/or consequential damages that may arise as a consequence of the supply, including, but not limited to, except cases of gross negligence and fraud, such as:
 - i. Loss of income
 - ii. Loss of profit

- iii. Loss of contracts
 - iv. Loss of use
 - v. Loss of production
 - vi. Capital cost
 - 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.

15 Export Restrictions

1. Some of the products supplied by the Supplier are subject to export control regulations. For this reason, the Supplier's products should not be exported directly or indirectly by the Customer or any third party without the Supplier's written consent. The Customer is responsible for complying with this requirement.

16 Applicable law – Settlement of disputes

1. These General Terms and Conditions, as well as any contracts between the Supplier and the Customer under these General Terms and Conditions are governed by Greek law.
2. If any dispute arises between the Customer and the Supplier, the courts of Athens shall have jurisdiction. If any dispute acquires an international dimension, due to the location where the contract is to be performed or for any other reason, the Supplier –if he 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.

17 Amendments

1. These General Terms and Conditions of Sale and anything else agreed in relation to them shall only be amended if the parties agree unanimously. In any case, the amendments shall be made and will be proven in writing.

18 ARPEDON PC Code of Conduct

1. The Supplier has established a code of conduct, called "ARPEDON Code of Conduct", which is available on the website <https://arpedon.com/>. Therefore, the Contractors, the Customers, the Suppliers and the Consultants who work 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 the termination of the agreement.

19 Miscellaneous

1. If any of these General Terms and Conditions of Sale of Goods are deemed invalid, the remaining terms shall remain in force as if the invalid term had not been included in them.
2. Any failure by the Supplier to exercise any of its rights may not in any circumstances be interpreted as a modification of this or as a waiver of such rights.