

GENERAL TERMS OF SERVICES FOR ARPEDON PC

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

1. Scope

- 1.1. All kinds of services (i.e. repairs, assembly, installation, etc., *hereinafter referred to as "Services"*) operated by ARPEDON PC (*hereinafter referred to as "the Supplier"*) are subject to the present GENERAL TERMS OF SERVICE, other than those clearly agreed otherwise in the respective offer / proposal or acceptance of the order, which are the special terms of the order. Therefore, any terms that have not been accepted in writing by the Supplier have no legal force and do not have any legal effect.
- 1.2. If the execution of Services includes moreover the supply of equipment and/or systems, or any other material from the Supplier, the terms and conditions of sale of this supply would be determined by their respective "GENERAL TERMS AND CONDITIONS FOR SUPPLY FOR ARPEDON PC - Procurement of Equipment and Systems" of the Supplier.
- 1.3. The provision of any Service (repair, etc.) by the Supplier will not be run if the respective offer and these General Terms are not fully accepted by the Customer (*hereinafter referred to as "the Customer"*). The relative acceptance, both in terms of the supplier and the present General Conditions, will be established only in writing. In any case, the Terms and Conditions will be presumed to be acknowledged and accepted by the Customer, as long as they have been sent to or understood by the Customer in any way and the Customer has agreed to begin providing the Service with the Supplier. Alternatively, the present General Terms will be deemed to have been known to the Customer when he has already received them during a previous contract with the Supplier. In this case, they will form an integral part of the Supplier's offer and will 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 Conditions.

2. Configuration of orders and scope of services

- 2.1. 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.
- 2.2. The scope includes only the Services specified in the order. Any other Service that is not clearly described in the written Client's approved order by the Supplier and which may be necessary, directly or indirectly, for the execution of the Services, shall constitute a Customer's obligation.
- 2.3. Amendments and / or departures from the subject matter of an Order that may be proposed by either of the two parties in order to be valid must always be notified to the other Party in writing, and must be expressly accepted in writing.

3. Prices

- 3.1. Service prices, both for staff and for the use of auxiliary equipment, vehicles, consumables, etc. are fixed and do not include VAT or any other tax, which will be later added to the invoice at the respective prices.

- 3.2. When a set of man-hours has been estimated for the various activities constituting the Services, this figure is indicative only and the pricing will be based on the actual number of man-hours required for the implementation of the Service.
- 3.3. The prices specified in the offer apply to the payment terms of the specific offer. If these conditions are modified, the prices should be revised accordingly.
- 3.4. Upon acceptance of the order by the Supplier, rates of commission are final and are not revised. However, price adjustments may be applied to the following cases:
 - i. Price review has been 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. Selling prices are quoted in currencies other than Euro it has been accepted that it will be amended in accordance with the exchange rate of that currency to the Euro prevailing on the date of each (partial) delivery.

4. Payment terms – Ownership

- 4.1. Unless otherwise agreed, the price for the Services will be invoiced at the end of each calendar month, based on the progress of the work done or on completion. The completion of work will be certified by the signing of a termination / completion protocol for the specific Services, when the relevant invoice shall be issued. Otherwise they are automatically considered to be carried / received and accepted by the Customer and the invoice shall be issued (see also 11.3 below). The price for any order must be paid within thirty (30) days of the invoice date, unless the contracting parties agree otherwise.
- 4.2. Payment will be made under the agreed terms, deposited with the Supplier's bank account or any other agreed process. Payment will be made without any deduction unless the law provides otherwise (e.g. contractor's tax). In case of cheques as a means of payment, any differences that may arise in the future by or in connection with them, shall be subject to the exclusive jurisdiction of the courts of Athens or Thessaloniki, depending on the place of issue and shall be handled according to the Greek law.
- 4.3. If the delivery or receipt of the commission is delayed for reasons not attributable to the Supplier, the agreed payment terms remain unchanged.
- 4.4. In the case of late payment by the Customer, the Supplier is entitled to require payment of statutory interest on arrears from the date of payment obligation until the total payment. Interest on late payment will be calculated on the basis of the relevant interest rate applicable at times as determined by the Bank of Greece. Payment of such interest does not relieve Customer from executing all other payments under the agreed terms.
- 4.5. If the Customer delays payments, the Supplier is entitled to suspend the execution of the Services, either temporarily or permanently, without affecting the Supplier's claim against the Customer for the payment of arrears, and may additionally claim additional compensation for any positive damage suffered as a result of this suspension.
- 4.6. Customer's submission of claim shall not entitle him to interrupt or reduce any agreed payment.
- 4.7. Invoices and other deliveries to the Customer will be signed by the person legally entitled to do

so. If the Customer is a legal person, the signature of the above documents, even if he is not the legal representative, will be deemed to be a person legally authorized for this purpose and therefore valid (receipt of documents and invoices). Place of payment of invoices shall be Athens. All future disputes which may arise from invoices or in connection with them, shall be adjudicated by the courts of Athens, in accordance with Greek law.

- 4.8. Regardless of anything contained in the present General Terms and Conditions of Service, the Supplier will have the right to pledge, as provided for by law, on the equipment to which the services rendered until full payment of the relevant invoices.
- 4.9. The Supplier has the right to request guarantees and/or immediate payment of past debts - outstanding invoices; and/or to suspend or cancel any outstanding orders and deliveries without reservation in respect of any consequent damages.
- 4.10. No discount is granted due to early payment.

5. Preliminary work, services and non-contractual supplies. Licenses and authorizations.

- 5.1. In case it is necessary to perform preliminary work by the Customer in order for the Supplier to be able to perform the Services in accordance with the terms of the order (e.g. accesses, water supply networks, power supply, ground clearance, foundations, drainage systems etc.), the Customer must execute them in good time. 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 he is responsible, so that the Supplier can proceed to perform the Services without interference.
- 5.2. 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. In this case, the Customer is responsible for the observance of the relevant labor legislation as well as the observance by his personnel of the applicable safety and hygiene regulations in the context of the work. In any case, the Supplier does not bear any responsibility for these obligations.
- 5.3. The Customer must issue at his own expense and on behalf of all permits and authorizations required for the performance of Services by the Supplier, in accordance with applicable laws and regulations.

6. Working hours, Buildings for the performance of works

- 6.1. The Supplier will adjust, as much as possible, the working hours of his subcontractor during the Customer's working hours if the Customer performs an industrial activity at the area of provision of Services. However, where it is necessary to avoid the need for intervention, preference should be given the "dead" hours, or in the case of services in facilities under construction, as working day should be a day tailored to the circumstances.
- 6.2. The working hours of the staff of the supplier or subcontractor personnel should comply with applicable labor laws and collective agreements applicable in this field in relation to the duration, overtime, holidays 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.

- 6.3. In any case and depending on the nature of the work, the Customer must provide a best possible working environment for the execution of the Services by the Supplier, his staff and subcontractors such as lighting, heating, security, protection etc.
- 6.4. The Customer must provide to Supplier's or his subcontractor's employees, all operational facilities such as: access to toilets, dining areas, changing rooms, storage areas for tools and equipment, protection etc.

7. Subcontracting

- 7.1. The Supplier reserves the right to subcontract part of the works included in his scope of work. 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.

8. Safety and health at work

- 8.1. The Customer will be solely responsible for taking any measures considered necessary, in accordance with the law on safety and health at work. He therefore bears full responsibility and is obliged to inform about the inherent risks in the place where the contract work is carried out as well as the measures that may need to be taken in the event of an emergency. He is also responsible for co-ordination between different subcontractors who are likely to be employed in 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 any obligations in the field of security and health at work, arising from current legislation.
- 8.2. The Supplier is entitled to suspend the execution of the work if he considers that the safety and health of the personnel have is not guaranteed, 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 may be such as lost working hours, staff travel expenses, allowances (daily subsistence allowance), equipment and tools, etc.

9. Job completion time

- 9.1. The order will specify the time of completion of the Services, which will only change in the following cases:
 - i. The Customer wishes for amendments in the order, which may be accepted by the Supplier and which, in the Supplier's opinion, require an extension of the Service Execution Time.
 - ii. Customer has not performed or has not completed any required 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 5 above.
 - iii. The Customer has not fulfilled any of his contractual obligations regarding the order, especially with payments.

- iv. There are delays in the performance of the works for reasons beyond the Supplier's responsibility. Indicatively, but not limited to, the causes of delays include: transport and service strikes, delays in third party supplies, transport system problems, floods, storms, strikes, contractor staff strikes, of the Supplier's premises due to damage, etc., and any cause may be perceived as force majeure, in accordance with applicable law.
- 9.2. For the above-mentioned cases, i, ii, iii postponements to the execution time of the Services do not affect the payment schedule. If payments are linked to milestones, the milestone will be used as a benchmark for payments.
- 9.3. In the event that the delay in the execution of the Works is due to the Supplier's fault, the Customer is entitled to impose a penalty, if agreed, which will be the only acceptable legal remedy of the Customer in case of delay.

10. Suspension or interruption of work - services

- 10.1. 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 due to the Supplier's fault, he is entitled to claim from the Customer compensation for lost man-hours, staff-travel expenses, subsistence expenses, immobilization of equipment and tools etc., in order to cover the financial losses caused by this off-plan suspension.
- 10.2. If the Customer decides to suspend the execution of the works definitively, for reasons not due to the Supplier's fault and cancels the contract, a schedule of normal work interruption should be agreed. In this case, the Customer will also have to compensate the Supplier for any costs and expenses have arisen by this complaint.
- 10.3. When the Customer does not fulfill his contractual obligations towards Supplier, including failure to pay, the Supplier reserves the right to cancel the contract and recapturing the deliverables from the Customer.

11. Inspection and receipt

- 11.1. Except as otherwise specified in the order, monitoring of the progress of the Services execution is carried out by the Supplier. If the Customer requires additional supervision by himself or even third parties, this additional supervision requires the Supplier's approval and will be performed at Customer's expenses.
- 11.2. Upon completion of the Services, the Supplier shall promptly request the Customer in writing to conduct an inspection within ten days of completion of the work so as to indicate in writing any defects / imperfections that may be attributed to the Supplier and immediately notify the Supplier of the their existence. The Supplier is obliged, within a reasonable period of time agreed with the Customer, to complete a full restoration, upon completion of which he again invites the Customer for inspection, as described above.
- 11.3. The successful completion of the Services will be certified by the signing of a delivery / receipt protocol, when the relevant invoice will be issued and their warranty period will begin. In cases where the signing of the above mentioned Protocol is impossible for reasons due to the

Customer, as indicated, when, despite the fact that he was invited in due time, he did not come to inspect the services provided within the above mentioned timeframe (within 10 days from the completion of the works) or when he, despite not signing the delivery / receipt protocol, started to use the facilities or equipment to which the Services refer, the vices will be automatically considered to be fully implemented, received, and that was accepted by the Client, i.e. without the need to sign the handover protocol, when it will be issued and invoice them and will start the warranty period.

- 11.4. In cases where the tests are specified for operating conditions on dates agreed between the Supplier and the Customer, then the delivery and receipt protocol of the Services will be signed and the relevant invoice will be issued upon successful completion of the above tests within the agreed time frame. If during this period the tests are not performed and this is due to Customer's fault, then the Services will be deemed executed, received and accepted by the Customer, without the need to sign the delivery / receipt protocol, when the relevant invoice is issued and the warranty period begins.
- 11.5. If the Customer has agreed with the Supplier to perform acceptance tests on the completed works, they must be done on the agreed dates, while the Customer should have the auxiliary personnel available and supplies (free of charge) that the Supplier will need for this purpose.

12. Warranties

- 12.1. Unless otherwise agreed in the offer or acceptance of the order, the Supplier warrants that there will be no deficiencies in the execution and commissioning (if he is responsible for this) for a pre-agreed period from the date of acceptance of the Services, written or tacit (see 11.3).
- 12.2. The warranty referred to in paragraph 12.1 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 place where agreed upon in the order.
- 12.3. Repairs to specific components or systems do not affect the expiry date of the warranty period of the Service provided as a whole defined in paragraph 12.1. The repaired or replaced hardware will be covered by the stand-alone warranty that each material bears from the date of repair or replacement. The Supplier bears no responsibility for repairs performed by third party personnel.
- 12.4. The warranty does not cover damage or defects due to normal wear and tear from using the equipment. Warranties (and in addition deemed to be expired) are also excluded from damage and defects 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. incorrect installation
 - vii. variations in the quality of the power supply (electrical voltage, frequency, disturbances)
 - viii. any modifications made to the equipment without the Supplier's approval
 - ix. installation that is later modified with the Supplier's unawareness

- 12.5. The guarantee will be deemed to have expired also in the case where, while it is stipulated in the contract that the equipment will be commissioned under the supervision of the Supplier, this shall be done without its presence, as well as when in case of failure, no action is taken to limit the damage.
- 12.6. In any case, the warranty period may not exceed twelve months from the date of commencement of the warranty period.

13. Limitation of Liability

- 13.1. The Supplier, including agents, employees, subcontractors, Suppliers or other persons for whom he is considered legally responsible, will be liable for any injury and direct damage which may be caused to people and property due to neglect of his contractual obligations.
- 13.2. The Supplier shall bear no liability for any indirect and/or consequential damages that may arise as a consequence of the supply, including, but not limited to, except in cases of gross negligence and intent, such as:
- i. Loss of income
 - ii. Loss of profit
 - iii. Loss of contracts
 - iv. Loss of use
 - v. Loss of production
 - vi. Cost of capital
 - vii. Loss due to power failure
 - viii. Alternative power generation costs
 - ix. Other costs resulting from shutdown
- 13.3. The Supplier's total contractual obligation arising from the supply is limited to the value of the supply that has raised the requirement.

14. Intellectual and industrial property

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

15. Force majeure

- 15.1. The Supplier is not responsible for any loss or damage of any kind, arising as a result of delayed deliveries or total or partial failure to fulfill any order due to events beyond its control, such as the compulsory cessation 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 the means of transportation; (such as access problems to raw materials), and generally any events

considered as "force majeure" by the case law of the Greek Courts.

- 15.2. The Supplier is relieved of 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 consequence of a "force majeure" event.

16. Jurisdiction and competence

- 16.1. The present General Conditions, as well as any contract between the Supplier and the Customer under these General Terms and Conditions shall be governed by Greek law.
- 16.2. The courts of Athens are competent, if any dispute arises between the Customer and the Supplier. If any disagreement becomes international because of the location where the contract is to be performed or for any other reason, the Supplier –if the plaintiff– has the right to bring the dispute either before the above-mentioned courts or before the competent courts in the official or the location of the order.

17. Validity of the terms

- 17.1. These terms are binding and form an integral part of the offer and the contract wherever they are not modified. Additional agreements or exceptions to these terms shall be effective only if they are confirmed in writing.

18. ARPEDON PC code of conduct

- 18.1. The Supplier has established a code of conduct, called "ARPEDON Code of Conduct", which is available on the website www.arpedon.gr. Therefore, the Contractors, the Customers, the Suppliers and the Associates with the Supplier, are committed to observe and respect 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 action, including unreasonable termination of the agreement.