

## GENERAL TERMS & CONDITIONS OF SALES

### APPLICATION AND ENFORCEABILITY

These General Terms and Conditions of the Company VIOPOL SA shall govern and shall be applicable to, and included in, all – even future – contracts for the sale of products by VIOPOL to its customers, unless otherwise expressly agreed in writing by the parties. Submission of a Customer's Purchase Order shall constitute acceptance without reservation of these general terms and conditions.

Customer's terms and conditions of sale or other terms and conditions are not binding for VIOPOL even if they are not expressly objected or in express contradiction to these Terms and Conditions.

### PURCHASE CONTRACT CONCLUSION

Customer's Purchase Order containing the product type, the quantity and its specifications is considered as a contract proposal binding for the Customer. VIOPOL may at its discretion accept the Purchase Order by sending to the Customer its confirmation (Purchase Order Confirmation) containing the date of delivery, the selling price and any other special terms ruling this specific Order.

The present Terms and Conditions, customer's Purchase Order and Purchase Order Confirmation constitute a whole – the contract- which should be construed as such.

In case of partial shipment, each shipment should be considered a separate contract. After Purchase Order Confirmation, no modification of the contract shall be valid, unless in writing and agreed upon by both Parties.

### DELIVERY

Unless otherwise expressly agreed, VIOPOL shall deliver ex works (EXW INCOTERMS 2020) of the «VIOPOL premises» at the time agreed. VIOPOL's statements regarding delivery times are made according to best discretion without being binding, and shipping dates and schedules are quoted based on actual and timely receipt of raw materials in conformity with the specifications unless otherwise agreed. In any event, delivery on time can only occur if the Customer respects all his obligations to VIOPOL.

In case Customer does not collect the goods of the order or part of the goods, VIOPOL shall be entitled to issue an invoice for the goods supplied and store the goods at Customer's expense and risk without advance notice. The storage cost should be of 1.5% per month of the contract value of the goods in question without prejudice to other VIOPOL's claims for further compensation.

If the Customer delays the collection more than one (1) month goods shall be considered abandoned, and VIOPOL shall be entitled either to deliver, destroy, or resell them at Customer's expenses.

The Customer shall provide at the Delivery Location at his expense adequate and appropriate equipment and manual labor for loading the Goods where necessary.

In cases where hazardous goods need to be transported, Customer is obliged to only assign or employ drivers trained in accordance with ADR and in possession of a valid ADR permit. The vehicles must be equipped for transporting hazardous goods. In such cases, Customer is responsible for correct declaration on consignment documents, the correct labeling of the load and for carrying the required transport documents as well as certification of the vehicle in accordance with legislation.

In case of Customer's or his transporter's non-compliance with the above mentioned provisions, VIOPOL reserves its right to refuse the delivery of the goods without being liable for any Customer's losses and expenses and the second paragraph of this term is applicable.

Delivery is understood as having taken place at VIOPOL premises. The transfer of title and of risks shall take place upon delivery once the Customer accepts the goods, regardless of the payment date.

### PRICES & PAYMENTS

The prices of the goods are agreed in Euros. All prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the Customer in the amount specified by applicable law. Unless otherwise agreed, purchase Orders are prepaid and the Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees (including withholding taxes) and duties.

In case of sale on credit, VIOPOL shall be entitled to charge default interest on overdue amounts from the date when they become due at the rate defined by the Greek law.

If payment of Price or any part thereof is not made by the due date, VIOPOL shall also be entitled to: a. require payment in advance of delivery in relation to any goods not previously delivered; b. refuse to make delivery of any undelivered goods without incurring any liability whatever to the Customer for non-delivery or any delay in delivery c. terminate the contract.

Customer shall not withhold or offset due payments against their own counter-claims.

### WARRANTIES

VIOPOL products can be used for different applications. Thus, the Customer must carry out his own independent investigations and evaluations based on his requirements and conditions of use. The products can be sold by prior delivery of a sample. VIOPOL warrants that the goods supplied hereunder shall be in accordance with Customer's specifications contained in the Confirmed Purchase Order. Viopol's obligations and liabilities under this warranty are limited to replacing such of the goods as do not conform to the specifications mentioned to the purchase order confirmation. Viopol shall not be liable in damages or for any loss or expense incurred by Customer as a result of the use of or inability to use the goods supplied hereunder.

### WEIGHT SHORTAGE OR DEFECTS

VIOPOL's invoiced quantities shall be accepted unless the difference between the quantity invoiced and the quantity received by the Customer is more than 1%. In such case, Customer shall promptly notify VIOPOL by submitting all the necessary documentation for his claim and parties will appoint an independent weigher. No claim for weight shortage or defect will be accepted by VIOPOL, unless made in writing within seven (7) days of the delivery. The products are deemed accepted if no claims are filed within the above-referenced time period of seven (7) days.

Customer's obligation to pay shall not be suspended, even in the event of a legitimate claim having been presented with regard to the goods received. VIOPOL's liability for defects in products delivered is expressly excluded in the case of (a) unavoidable error in light of current technical knowledge, and (b) willful or unintentional ignorance on the part of the Purchaser, or if the products are used by the Customer in a manner not compliant with the necessary scientific knowledge or with the technical standards indicated in the product technical and material data sheets.

No products are to be returned to VIOPOL without its permission and shipping instructions. Each return of products to VIOPOL must be made in the original packaging in good condition. The presence of flaws in individual parts/portions of a delivery does not entitle the Customer to reject the entire shipment.

#### **CANCELLATION OF THE PURCHASE ORDER**

Customer may not cancel all or a portion of a Purchase Order, without charge or penalty unless otherwise agreed.

VIOPOL reserves the right to cancel the purchase order without being liable in case a. Customer's suspension of payments or reduced credibility and in any event that efficient conduct of the transaction is endangered. b. in case of shortage of the ordered product under the condition that VIOPOL has promptly informed the customer about this shortage.

#### **RESERVATION OF OWNERSHIP**

In case of sale on credit, the ownership of the products shall remain with VIOPOL until the purchase price is paid in full by the customer. The repossession of products by VIOPOL in such case shall not preclude VIOPOL's right for further compensation.

#### **CONFIDENTIALITY – INTELLECTUAL PROPERTY**

The Customer undertakes to keep strictly confidential any technical, scientific, commercial or other information in connection with the order and with VIOPOL which is marked as confidential or which, based on its nature or the nature of its provision, should be reasonably treated as confidential. The Customer shall refrain from disclosing such information to any third party and shall ensure that its servants and agents, suppliers and subcontractors follow suit. The Customer shall refrain from disclosing any information pertaining to the recipe, technical and safety data and the specifications of goods, without VIOPOL's prior written consent. The Customer undertakes, at its own expense, promptly upon the written request of VIOPOL, to return or, if VIOPOL so dictate, destroy all Confidential Information and all copies thereof in its possession or under its control and shall procure that any other person to whom the Customer has divulged any Confidential Information shall do the same. Notwithstanding the return or destruction of such Confidential Information, the Customer will continue to be bound by its obligations hereunder indefinitely.

VIOPOL shall retain full ownership of all intellectual property rights owned by VIOPOL prior to the respective purchase order, in particular over any elements, documents, rights and information that it entrusts to the Customer for the purposes of the order, including images, know-how, processes, methods, formulas, technical and safety data, calculations, etc. Unless otherwise expressly agreed, VIOPOL does not license any of its intellectual property rights to Customer or allow any use of it.

#### **APPLICABLE LAW AND DISPUTE RESOLUTION**

Any orders or other means of ordering and their consequences, whatever these may be, shall be governed by the Greek law. Should a dispute regarding an order or other means of ordering and/or its consequences arise between the PARTIES and should they be unable to settle it amicably, the dispute shall be submitted to the Greek jurisdiction Before the Courts of Athens.

#### **PERSONAL DATA**

Purchase Order is subject to VIOPOL collecting personal data from the Customer when the processing of such data is a prerequisite for conducting the business relationship or fulfilling legal obligations. This data may be processed, saved and archived by VIOPOL, and shared with third parties, in the context of achieving a legal and legitimate aim pursued by VIOPOL or by the third party to which the data will be disclosed, in particular in relation to the management of client records, the management of agreements, the provision of client services, the management of the business relationship, detecting, preventing and fighting against fraud, statistical research, credit risk assessment, the management of disputes and debt recovery, and payment for services. Personal data disclosed by the Customer may be used by VIOPOL for the purposes of direct marketing (sales campaigns, personalised advertising, etc.) in order to inform the Customer about its activities, products and services, unless the person in question objects to the processing of their personal data for profiling or direct marketing, in accordance with the provisions set forth in articles 21 and 22 of the GDPR. VIOPOL's personal data policy is available on the Company's website at [www.viopol.com](http://www.viopol.com)

#### **FORCE MAJEURE**

Any failure of performance by either party shall not constitute default hereunder or give rise to any claim for damages or otherwise if, and to the extent caused by, an act, event or occurrence beyond the reasonable control of, and not resulting from the fault of the party claiming the protection of this section (an event of "Force Majeure") including, but not limited to: unusually severe weather conditions, fires, flood, earthquakes, quarantine, blockade, labor disputes, strikes, governmental authority, war, sabotage, explosions, epidemics, lightning, injunctions, insurrection, civil strife, inability to obtain supplies from usual sources or any other similar events. Upon the occurrence of any event of Force Majeure, the affected party shall (a) immediately advise the other party of such event and (b) diligently pursue all reasonable efforts to minimize the effect of any such event of Force Majeure on the production of the goods or the payment of the goods, as the case may be, and to restore such party's ability to perform hereunder.

#### **SEVERABILITY**

If any term of these Terms and Conditions is to any extent invalid, illegal or unenforceable, such term shall be excluded to the extent of such invalidity, illegality of unenforceability; all other terms shall remain in full force and effect.

#### **LANGUAGES**

These terms are provided in Greek and English language. In case of any inconsistencies, the English language version shall prevail.