

GENERAL TERMS FOR SUPPLY OF ABB PRODUCTS

1. General

All sales carried out by ABB SA (hereinafter referred to as the SELLER) shall be governed by these GENERAL SALES TERMS (hereinafter referred to as GENERAL TERMS or TERMS), which form an indispensable part of each offer/proposal of collaboration/purchase order/contract of the SELLER (may be hereinafter referred to as “Supply”). The Supply of any equipment, spare part or system (hereinafter referred to as “Products”), shall take effect only when these Terms are entirely accepted in any manner whatsoever by the BUYER. THE BUYER may be informed about the Terms, either upon sending them in any way and by any means, either through the SELLER’S website <https://new.abb.com/gr/about/general-sales-conditions>. The acceptance of the Supply shall be presumed to demonstrate full knowledge and explicit acceptance of the General Terms on behalf of the BUYER. Any amendment hereto should be made in writing, so that it be binding for the SELLER and produce legal effects. Any offer or proposal of collaboration by the SELLER shall be binding only when it is mutually accepted in writing and thereafter produces legal effects. These Terms shall also apply to purchases made on a pricelist basis, wherein they are also stated.

2. Standardization & subject matter of supply

- 2.1.** The subject of each Supply must be determined accurately (per type, quantity and value) by the BUYER and an explicit acceptance thereof in writing shall be required by the SELLER so that it be binding and produce legal effects, except for cases that have been automatically terminated and/or deleted upon mutual agreement.
- 2.2.** The Supply shall only include Products as determined per type, quantity and value in the purchase order, except in cases where specific documents, information, support or additional works are clearly included in the BUYER’s

order. The weight, dimensions, volume, technical specifications and the compositions of parts of the SELLER's products, included in catalogs, brochures and printed material are indicative, informative and, therefore, non-binding, except in cases where a specific Product specification is part of the Supply documents.

- 2.3.** Any amendments to and/or variations in the subject matter of the order shall be valid only when they are mutually accepted in writing. In the event of a complete/partial cancellation of the order from the BUYER for any reason, which is to take place within 15 calendar days prior to the agreed delivery time, the BUYER shall be borne by 15% of the value of the Products included in the cancelled order, which the BUYER considers reasonable and fair and any additional and, where applicable, specific terms and conditions that are included in the cancelled proposal of collaboration/offer may apply. This article concerns only Products included in the pricelist of the SELLER and may be found in the webpage <https://new.abb.com/gr/documentation-and-tools> indicating unit prices.
- 2.4.** Cancellation of an order for Products outside the scope of the above pricelist of the SELLER or special orders for Products with particular specifications, may not be accepted.

3. Prices

- 3.1** The prices for each Supply shall mean the net values, shall concern the entire quantity of Products and shall not include:
- V.A.T., any other tax or levy, which will then be charged in tax vouchers in accordance with the applicable provisions,
 - a special packaging, in addition to the prescribed packaging from the manufacturer, transport, insurance, unless otherwise agreed with respect to the order or in the agreement.

3.2 Upon written acceptance of the order by the SELLER, the prices shall be deemed final and may not be revised. Prices may be adjusted only in the following cases:

- It has been agreed in writing between the BUYER and the SELLER.
- Because of a delay in the agreed time for the delivery of Products through the BUYER'S fault.
- Because of an amendment to the subject matter of the Supply, which according to the foregoing has been accepted by the SELLER.
- Sales prices shall be indicated in a currency other than euro, where they will be modified depending on the exchange rate applicable on the date of each (partial) delivery of Products.

4. Payment terms - Ownership

4.1 All Supplies shall be carried out in accordance with and shall include these payment terms unless otherwise mutually agreed in writing between the SELLER and the BUYER. The payment of each invoice and amount due will be made - unless otherwise agreed in writing - and will be proved only by deposit to a bank account of the SELLER, excluding any other way of proof, even the oath itself. The BUYER has no right to withhold any part or the whole amount due to cover any deductions, costs, taxes, duties expenses or any other amount that they have either paid or claim to receive.

4.2 In the event of late payment or late receipt of the Products on behalf of the BUYER, the SELLER shall be entitled either alternatively or cumulatively, to the following:

- claim the payment of the statutory interest on arrears starting from the day following the prescribed payment date until its payment in full. The interest on arrears will be calculated based on the relevant rate applicable from time to

time, as determined by the Bank of Greece. The payment of interest on arrears does not discharge the BUYER from the obligation to pay the remaining amounts in accordance with the agreed terms.

- discontinue the shipment of the goods to be supplied or the execution of works related thereto, without the BUYER being entitled to claim any compensation for that reason.
- finally terminate the Supply seeking any amount due and damage from the BUYER
- withhold the advance payment provided.

4.3 The exercise of the above rights by the SELLER may not provide the BUYER the right to interrupt or decrease any agreed payment.

4.4 Until full payment of the Products, these shall remain in the ownership of the SELLER, who retains all their legal rights, arising from Articles 383, 389 par. 2, 455, 458, 460, 461, 462, 470, 532 par. 1, 976, 977, 1034, 1035, 1094 and 1095 of the Civil Code.

5. Terms & time for delivery of Products

5.1 The Products shall be delivered in accordance with the agreed manner and at the agreed place. Where the place of delivery is not specified, then that place shall be the manufacturing plant or the warehouses of the SELLER. It is explicitly specified that the delivery time shall comply with the schedule and payment consistency of the BUYER. Any delay in the time of payment shall bring about a similar delay in the delivery of Products, without excluding the exercise of the other rights of the SELLER. In particular, the terms included in Incoterms 2020 shall be applied.

5.2 The party on behalf of the BUYER receiving the Products must sign the legal receipt documents. In any case, it is explicitly considered and presumed that the

receiving party shall be a person duly authorized to that effect on behalf of the BUYER and therefore the receipt shall be deemed valid. The place for the issue and payment of invoices shall be Athens or Thessaloniki.

5.3 The time of delivery of Products may be modified only in the following cases:

- The BUYER does not provide in time the documents required for the Supply
- The BUYER claims modifications to the Supply, which at the sole discretion of the SELLER require extension of time delivery.
- The BUYER and/or the contractors thereof have not concluded in time the works required as a condition for the delivery of Products to be made.
- Due to any fault of the BUYER and/or the contractors thereof
- The BUYER delays the agreed payments.
- Due to delays in the production and/or supply of part or all of the Products for reasons for which the SELLER is not responsible. Such reasons shall be:
 - a) accidental events, including, but not limited to: means of transport and service strikes, delays in the supply of third parties, problems in the transport system, staff strikes, sabotage, unforeseen interruptions in the operation of the SELLER's facilities due to damage, etc., b) force majeure and c) COVID-19 pandemic / epidemic and any mutation thereof or otherwise.

5.4 Any delays in delivery time - according to the foregoing - do not create any liability for the SELLER and do not modify the schedule of the BUYER's payments.

5.5 In case of culpable delay (due to deceit or gross negligence) on the part of the SELLER in the delivery of the Products, the BUYER shall be entitled - if this has been previously agreed in writing - to receive a maximum of 7.5% of the total

amount of the Supply delayed as a penalty. It is expressly stated that the agreed penalties shall be the only compensation and remedy that the BUYER is entitled to receive in cases of delay, waiving, upon mutual written agreement for the payment of penalties due to culpable delay, any other right to that effect.

5.6 The risk of Product loss or damage shall be transferred to the BUYER upon their physical delivery, without that discharging the BUYER from the obligation to pay them in any case.

6. Packaging - Transport of Products

6.1 Unless otherwise agreed in writing with the BUYER:

- Any specialized packaging of the Products included in the Supply will lead to an additional charge on the sales price and its return will not be acceptable.
- In the event that the transfer (including loading - unloading) is performed by the SELLER, this shall be done in the name and on behalf of the BUYER, who shall bear the relevant risk and the SELLER shall be discharged from any liability resulting from damage to the Products.

6.2 In any case and for any reason of refusal of the BUYER to either receive the Products or store them as already agreed, all costs arising from the above will be solely borne by the BUYER, who will also bear the risk of any damage to or loss of Products during storage.

7. Inspection & acceptance of Products

7.1 Except as expressly stated in the purchase order, inspections and tests during production and final inspection prior to the shipment of the Products shall be carried out by the SELLER or the corresponding manufacturing plant. Any additional test required by the BUYER should be stated in the purchase order, the applicable standards should be listed, and - if possible - the test site should

be indicated. All additional tests shall be carried out upon explicit acceptance of the SELLER and on behalf of the BUYER and at the BUYER's cost.

7.2 Within 15 calendar days from the date of receipt of the Products, the BUYER must check them quantitatively and qualitatively for any defects/damages or lack of agreed properties and notify the SELLER of their existence in writing within the above 15 days. The SELLER shall not be responsible for the lack of an agreed property, if this property existed at the time of conclusion of the contract / purchase order, but ceased to exist without being at fault before the risk is transferred to the BUYER, i.e. upon the physical receipt of the Products.

7.3 The Products shall be deemed and presumed as being accepted by the BUYER:

- Following the expiry in any manner whatsoever of the above 15-day period.
- In the event that the acceptance tests do not take place at the agreed time, although they have been agreed, and for reasons for which the SELLER is not responsible
- The BUYER uses the Products (either part or all of them).

All legal expiries of limitation periods commence upon receipt of the Products.

8. Return of Products – Claims – Cancellation of order

8.1 Return of Products shall be accepted only upon previous written agreement between the SELLER and the BUYER. Within 15 days from the date of receipt of the Products, the BUYER must notify the SELLER in writing of the BUYER'S intention to return the Products, state fully justified reasons and if they are accepted in writing by the SELLER, then the method of return thereof must be determined. Any type of returns and shipments of Products to the SELLER shall be made only via transport by post or transport company which shall be prepaid by the BUYER. For all returns of products - except those made due to

the fault of the SELLER - the BUYER shall be charged (unless otherwise agreed) with 15% of the net value of the returned material, a percentage which the BUYER deems reasonable and fair to pay to the SELLER as an inspection and preparation cost of the Products.

- 8.2** No return shall be accepted for Products that have been used, applied to other equipment or facilities, or have been dismantled (where possible) by anyone other than the SELLER, or used in any way. Any defective products shall be excluded. Likewise, no return of Products designed or manufactured (with special technical characteristics or in very large quantities) especially for a specific Supply shall be accepted.
- 8.3** Returns of Products purchased from the SELLER within the previous 12 months from the return and are unused, in the condition in which they were received and in their original packaging, may be accepted. Returns of Products may be accepted throughout the year except for the period from 15 to 31 December. The return of Products to the SELLER for a check due to suspected manufacturing failure shall be possible only upon previous consultation. If no manufacturing failure or defect is found, but an error, wear or damage due to the BUYER'S fault, the return of the Product shall not be accepted. Returns of Products from a BUYER outside Athens / Piraeus and Thessaloniki shall be made only through the agencies used by the SELLER provided that they are due to the latter's fault, while in any other case, i.e when due to the customer's fault, such as incorrect order or cancellation from the final buyer/customer, they shall be made through an agency selected by the BUYER, with the warehouses of ABB SA being the place of delivery, while the cost shall be borne exclusively by the BUYER.

8.4 Article 8 concerns only Products included in the pricelist of the SELLER and may be found in the webpage <https://new.abb.com/gr/documentation-and-tools> indicating unit prices. A cancellation of order/return of Products outside the scope of the above pricelist of the SELLER or special orders for Products with particular specifications, may not be accepted.

9. Guarantees

9.1 The SELLER shall provide guarantee as the Law defines otherwise agreed in writing for defects / losses or lack of agreed properties in Products the latter has supplied, manufactured or assembled, starting from the date of commissioning of the Products, whether the delivery is clear/explicit, or implicitly substantiated after the lapse of 15 days as provided herein.

9.2 Upon written agreement, repairs or replacements of defective Products may also be made at the BUYER's premises. The repair or replacement of part of the Supply shall not affect the start date of the guarantee period in its entirety, as specified above. The repaired or replaced Product will be covered by a separate guarantee of one (1) year starting from the date of its repair or replacement. In any case, the BUYER shall undertake at the latter's expense to return the defective Product within seven (7) calendar days from the date of delivery or replacement of the new one.

9.3 Damages, defects, alterations, deficiencies shall be excluded from all guarantees where they result from:

- normal use and wear
- inadequate maintenance or storage
- incorrect, deficient or negligent handling and use
- use of unsuitable liquids and gases

- wrong flow or pressure
- wrong installation
- changes in the quality of the power supply (voltage, frequency, disturbances)
- modifications made without the approval of the SELLER
- installation or modifications made without observance of the technical specifications of the Products and the SELLER
- repairs, interventions, replacements made by the BUYER or third parties
- vandalisms, events of force majeure and accidental events and in general of any reason not related to the SELLER
- operation of the Products in an environment for which they are not designed to operate

9.4 The guarantee shall terminate automatically and without any other notification:

- following the expiry of the guarantee periods
- where the Products were put into operation from the beginning or assembled by any person other than the SELLER and this was clearly stated in the purchase order,
- where, in the event of any failure or damaging event the BUYER did not take all the necessary measures to limit the damage
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10. Limitation of SELLER's liability

The SELLER, including agents, employees, contractors/ subcontractors, suppliers or other persons for whom the latter bears legal responsibility, shall be liable for any bodily injury, death and direct damage that may be caused to property intentionally or as a result of gross negligence in performing their contractual obligations.

Except in cases of gross negligence and intentional fault, the SELLER shall not be liable for any indirect and/or consequential damages which may arise as a consequence of or from the Supply, including, but not limited to:

- Income loss
- Profit loss
- Contract loss
- Operating loss
- Production loss
- Cost of capital
- Loss due to power cut
- Costs of alternative electricity generation
- Other costs deriving from interruption of operation

The total liability of the SELLER to provide compensation arising from each order shall be limited to the value thereof.

11. Export restrictions

Certain Products supplied by the SELLER shall be subject to export control regulations. Therefore, a written consent of the SELLER shall be required where the BUYER directly or indirectly exports Products of the SELLER. THE BUYER shall be solely responsible for compliance with this term and shall bear sole responsibility (criminal and civil) in case of violation thereof, without excluding any payment of compensation to the SELLER.

12. Force majeure – Accidental events – Pandemics & Covid 19

The SELLER shall not be liable for not performing their obligations due to force majeure or accidental events. Force majeure shall be any non-culpable and unpredictable event of an exceptional nature, which was not expected, nor could it have been prevented even by measures of extreme diligence and prudence. All facts

that are not due to intentional fault and do not constitute force majeure, but accidental events similarly shall not create liability for the SELLER. Pandemics, such as COVID-19 or any mutation thereof or any other virus and/or its Response Measures shall constitute force majeure. The SELLER, the Subcontractors of the latter and the Staff employed by the SELLER shall be obliged to fully comply with the instructions and recommendations of the National Public Health Organization (EODY) and WHO. In case of suspension of works due to the pandemic, respectively, the execution time of the order / offer will be suspended. The financial weakness of the parties shall not constitute force majeure. In the event of force majeure or accidental events or a pandemic, the SELLER shall be entitled to receive a similar extension for the fulfillment of their obligations.

13. Personal Data

13.1 The SELLER and the BUYER acknowledge that the protection of Personal Data is of great importance. Where the BUYER intends to transfer Personal Data to the SELLER, the SELLER will comply with all the applicable laws and regulations regarding Personal Data protection. The BUYER will comply with all applicable laws and regulations regarding the protection of Personal Data that the latter will receive from the SELLER in the context of each order/proposal, whereas the conclusion of additional agreements on data processing and protection may be required. The additional agreements on data processing will be binding on any subsidiaries, contractors, subcontractors, partners, the BUYER's staff.

13.2 The SELLER and the BUYER may not acquire rights over the information or data that may be disclosed or communicated to them by the other party during the conclusion or during the contract/order/offer directly or indirectly, in the context of the execution of its subject matter or in connection therewith, including, but not limited to data covered by professional, or other confidential or competitively sensitive material (hereinafter referred to as "Confidential Information"). Upon

termination of the professional co-operation for any reason, the SELLER and the BUYER must deliver to the other party the entire Confidential Information in their possession.

(a) Without prejudice to the Greek legislation in force, the SELLER and the BUYER must:

safeguard the secret nature of the Confidential Information of the other party, to observe confidentiality and at least the same diligence, which they observe in respect of their own Confidential Information, as well as not disclose this Confidential Information to third parties, without the written consent of the other party, with the exception of the competent employees, executives, agents and their assistants to whom they may notify it only to the extent necessary for the proper performance of their contractual obligations ensure that employees, executives, agents and their assistants are aware of the secret nature of the Confidential Information of the other party on a case-by-case basis and that they also strictly comply with the obligations hereof, being liable for any breach committed by such persons not alter or remove marks or insignia of identification, intellectual and/or industrial property or ownership which state the owner of the Confidential Information and immediately notify the other party in writing regarding facts that come to their knowledge and are related to the possession, use or knowledge of Confidential Information, by any person other than those entitled hereunder.

(b) The above obligation for discretion and the prohibition of disclosure hereof shall not concern information or data identical or similar to the Confidential Information, which:

was in legal possession before and this is proved in writing, is provided subsequently by third parties (for the purposes of this paragraph, Related Companies are not considered third parties) without any obligation of confidentiality to third parties, the disclosure thereof is made under a legislative or regulatory provision or a binding court order

13.3 In any case, the management of any data and data that have been disclosed for the purposes of the execution of the order/offer, will be carried out in accordance with the relevant legislation and mainly with Regulation (EU) 2016/679 on personal data protection for natural persons (GDPR), with which the contracting parties are in full compliance, its specific regulatory framework for its implementation, as well as the relevant decisions, instructions and regulatory acts of the Hellenic Data Protection Authority, as currently in force.

13.4 The SELLER agrees that the latter will not refuse or withhold its consent to any changes this Article, which are required in order to comply with applicable laws and regulations on the protection of personal data and/or instructions and orders from any competent supervisory authority as well as for their respective implementation during the execution of the order, and agrees that the implementation of any such change will not incur additional costs to the BUYER.

13.5 The obligations and prohibitions provided in this Article shall continue to apply to the SELLER and the BUYER following the termination for any reason of the collaboration.

14. Intellectual and industrial property

Law 4605/2019 harmonized Greek legislation with Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of know-how and business information which has not been disclosed (trade secret) against their illegal acquisition, use and disclosure (EEL 157 of 15.6.2016). Intellectual property is defined as the set of exclusive rights over intellectual creations, namely industrial property, which includes inventions (patents), trademarks, industrial designs and geographical indications, and property which covers artistic and literary works. Therefore, all forms of intellectual and/or industrial property, such as information, diagrams, plans, software, etc. that are included or related to the

offer/proposal regarding the Products, belong to the SELLER or the suppliers thereof. Therefore, their use by the BUYER for purposes other than the fulfillment of the order, as well as the full or partial reproduction or assignment of the use to third parties shall be prohibited, unless they are preceded by the express written consent of the SELLER.

15. Jurisdiction and competence

Any dispute that arises in the future from the current contract of sale, offer, order, invoice/shipping note or in relation to these General Terms between the SELLER and BUYER will be subject to the exclusive jurisdiction and competence of the Courts of Athens or Thessaloniki as the case may be and will be resolved in accordance with the Greek law.

16. Amendments

These General Sale Terms and anything else agreed in connection therewith will be amended only if the SELLER and the BUYER agree unanimously, explicitly and in writing. They shall prevail over any verbal agreement as well as in case of doubts.

17. Code of Conduct for the SELLER

The SELLER has established a code of conduct, called "ABB Code of Conduct", which is available on the webpage www.abb.gr. Therefore, the Contractors, the Customers, the Suppliers, the Consultants who work with the SELLER, shall be committed to adhere to and respect the high ethical standards set therein. Any infringement of these policies will be considered as a serious breach of agreement and will result in taking the appropriate measures, including the termination of the agreement for cause.

18. Crisis clause

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental

authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery [schedule(s)/dates] and/or the execution of the scope or performance of work, the impacts of which are currently unknown. Notwithstanding anything in the [Agreement/Contract/PO] to the contrary, if as a result of any of the above aforementioned events, the costs of ABB's performance increase or ABB's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery [schedules/dates], pricing and/or possible reductions of the contractually owed quantity of the [Goods/Products/Services] to be delivered to the [Customer/Buyer/Purchaser]. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that the [Agreement/Contract/PO] can be at least fulfilled in part.