

GENERAL SALES TERMS AND CONDITIONS

1. Introductory Provisions

1.1 These General Sales Terms and Conditions (hereinafter the "GSTC") are published by ERGOCNC PC, with its registered office at Pal. Kavalas Ave 191, Peristeri, Athens 12131, VAT number GR800546047. These GSTC govern supplier-customer relationships in the sale of goods and services between ERGOCNC PC, (hereinafter the "Seller") and business partners (hereinafter the "Buyer").

1.2 These GSTC regulate business relationships and are applicable to business transactions concluded between the Buyer and the Seller, i.e. to sales contracts and/or contracts for services concluded between the Seller and the Buyer (hereinafter the "contract" or "contracts") from the date of their publication, where these GSTC supersede all the previous General Sales Terms and Conditions. If any contract explicitly stipulates additional or contradictory contractual terms, such provisions prevail over the provisions of the GSTC to which they are contradictory. The general sales terms and conditions and other similar terms of the Buyer, in particular, the Buyer's terms of purchase, are not part of the contract, even if the Seller accepts the Buyer's payment and performs the delivery of goods, unless the Seller has acknowledged in writing that such terms are binding.

1.3 The contract is deemed executed upon the moment when the purchase contract/contract for services is signed by both parties or, if no such contract is signed, upon Seller's written confirmation of receipt and acceptance of the order. The Seller specifies the final, complete and binding description of goods and services in the contract and annexes thereto, including relevant additional clauses.

1.4 The Buyer is obliged to submit to the Seller certified proof of its authorization to conduct business and its legal form (an extract from the Commercial Register, a copy of a trade licence, VAT certificate and the identity document number for natural persons) and to keep the data up to date.

1.5 The Buyer is responsible for updating all its data when there have been changes, in particular, for updating contact persons authorized to order and pick up goods. If the Seller is not informed about the change and the goods are accepted by a person who is no longer authorized to do so, all risks are borne by the Buyer, i.e. the Buyer is obliged to pay for the accepted goods, and the accepted goods are deemed to be received and purchased by the Buyer.

2. Protection of Industrial Property Rights and Copyright

2.1 The Buyer has no rights to use registered trademarks, business names, corporate logos and patents of the Seller or other companies whose products are included in the Seller's commercial offering unless the following provisions or a special contract stipulate otherwise.

2.2 The Buyer has no rights to software products under the Copyright Act and is not entitled to interfere with them, copy them, otherwise modify them or distribute them to third parties.

2.3 Upon the acceptance of goods and services from the Seller, the Buyer is entitled to use the logo (brand), texts or images of Seller's products in promoting the delivered goods and services, selling the delivered goods as well as in presenting its business under these conditions:

- the protection area of the logo will be preserved,
- the logo or product images will not be deformed,
- the colors of the original design will be preserved,
- it will not be displayed in contexts which are harmful to the Seller,
- the logo and product images will not be damaged and will be clear,
- the Buyer will indicate the source in every presentation of Seller's products.

Images of Seller's products (photos taken by the Seller, layouts) may be used to promote the Buyer, provided that the final image will clearly show the products and brands and it will be apparent that those are products of the Seller. If a product image does not clearly show the brand, the Buyer is obliged to provide information on the product brand directly on the product or to clearly place information on the brand next to the image.

2.4 The drawings, technical documents, software, etc. provided to the Buyer before or after the conclusion of the contract and which may be used for the manufacture or operation of the delivery item or some of its components shall remain the exclusive property of the Seller. Without the agreement of the latter, the Buyer may not use, copy, reproduce or give them to third parties. If a contract fails to succeed, the Buyer undertakes the return of all these documents to the Seller.

3. Orders

3.1 An order is considered to be placed if it is a written, fax or email order.

3.2 If the Buyer orders goods by phone, the Seller is entitled to require the order in writing or written acceptance of the "Order Confirmation".

3.3 A purchase order must include the following:

- the business name and registered office of the Buyer (or the name and place of business for natural persons),
- ID No. and VAT No.,
- the product code (part number), which clearly identifies the subject of the order (a numerical designation of products by their type specified in the Seller's price list), a word description, the quantity of required products, the means of their transport and the exact place of delivery, the name and signature of the Buyer or its authorized representative.

3.4 The contract is concluded upon the Seller's written acceptance of the Buyer's order, issued by the Seller to the Buyer without undue delay after receiving the order. If the Seller does not accept the Buyer's order, the contract is not concluded, and the Buyer is entitled to send a new order to the Seller.

3.5 The Buyer declares that by placing a purchase order, the order is binding for the Buyer, in particular, in terms of the goods identification (part number), the number of ordered units, the price per unit, the means of transport and the designation of the order.

4. Prices/conditions of payment

4.1 Prices are in Euros, without packaging, net, Ex-Works Incoterms 2020 («EXW»), without assembly, installation or demonstration and without adaptation to the Buyer's local regulations. Any written agreements to the contrary remain reserved.

4.2 In principle, payment must be made in accordance with the terms of payment and within the agreed time limit, in the agreed currency, without deductions.

4.3 Payments by the Buyer shall be deemed to be in full discharge when they are credited to the Seller's account.

4.4 The Buyer is committed to pay the purchase price on the due date. Any compensation for any claims whatsoever on the part of the Buyer is excluded without Seller's prior written consent. The Seller shall not be liable for damages unless the Seller has intentionally or grossly negligently contributed to the damage. All claims remaining thereafter shall be limited to the typical foreseeable damage. Outstanding claims do not release the Buyer from his obligation for payment of the purchase price.

4.5 In the event of late payment by the Buyer, the Seller may postpone the fulfilment of their own obligations until the due amount has been paid.

4.6 The Buyer when in default of payment from the agreed due date, even without a reminder letter, is liable to pay the default interest as set by the Bank of Greece in accordance with Greek Law.

4.7 In the event of late payment for a delivery item not yet in the possession of the Buyer, the Seller is entitled to terminate the contract in writing and claim damages.

4.8 In the event of late payment for a delivery item already in the Buyer's possession, the Seller is entitled to terminate the contract or to demand immediate payment of the full amount remaining. In the event of termination of the purchase contract by the Seller, the Buyer undertakes the return of the object of delivery immediately and free of charge to the Seller or, at the Seller's option, to the manufacturer's domicile.

In addition, the Buyer is required to pay compensation to the Seller for any kind of depreciation and rent. The amount of compensation for depreciation is 30% of the purchase price for the first year of possession that has begun, and an additional 15% for every other year that has begun. The rent is also 1.5% of the purchase price per month for the duration of the Buyer's possession. Finally, the Seller is entitled to claim the costs of assembly, disassembly, round-trip transport, trucking, insurance and all other costs incurred in relation to the contract.

4.9 The Buyer expressly acknowledges the above calculation principles as reasonable and appropriate; it being understood that the right to compensation for attested higher wear and tear and damage remains reserved.

5. Retention of ownership

5.1 The Buyer acknowledges that the Seller is the owner of the delivery item until it has been paid in full.

5.2 In the event of late payment for the delivery item, the Seller is entitled to forbid the Buyer's use of the item by disabling its functions remotely or otherwise.

5.2 Until the transfer of ownership, the Buyer is not entitled to pawn the delivery item, resell it or have it transported to other locations without the Seller's written consent.

5.3 The Buyer is obliged to inform the Seller immediately of any change of address.

5.4 The Buyer undertakes the handling of the delivery item in accordance with the instructions and with the greatest care, as well as to carry out the usual maintenance and servicing planned by the manufacturer.

5.5 Before taking possession of the delivery item and until it has been paid for in full, the Buyer is obliged to insure the item in an appropriate manner against theft, natural disasters and accidents with a reputable insurance company.

6. Terms of Delivery, Transport and Dispatch

6.1 The condition precedent of meeting the delivery date by the Seller is the fulfilment of all statutory and contractual obligations of the Buyer arising until the moment of delivery of goods or services. The Seller is entitled to suspend the delivery of goods or services if the Buyer is in delay with the payment of the purchase price or any part thereof or if the Buyer has failed to fulfil all their contractual obligations which, upon agreement, must be fulfilled before the delivery of goods or services.

6.2 The Seller shall be entitled to withdraw from the contract if the seller is not supplied by sub-manufacturers with the goods, parts or units which conform to the subject of the Seller's own sales contract, and if the Seller fails to effect delivery within the time limit agreed upon with the Buyer due to the reasons beyond the Seller's control.

If the Seller defaults on the delivery for any reason, even if such reason is exclusively attributable to the Seller, the Buyer is obliged to provide the Seller with an adequate additional period to fulfil the obligation of at least 15 business days.

6.3 The risk is transferred from the Seller to the Buyer from the date the item is ready for shipment. Any written agreements to the contrary remain reserved. At the Buyer's request, the seller may purchase transport insurance at the Buyer's expense; all other insurance is the Buyer's responsibility.

6.4 The Buyer is obliged to claim any defects of the goods immediately upon the acceptance of the goods or, in the case of latent defects, as soon as the Buyer identifies the defects.

6.5 The Seller fulfils the obligation to deliver goods at the moment they are made available for pickup to the Buyer or to the first carrier.

6.6 The Buyer is obliged to check the material content of the consignment against the delivery note attached. If the content of the consignment does not correspond to the delivery note, the Buyer is obliged to mention the deviations from the delivery note on the transport note and have them confirmed by the carrier.

6.7 If the Buyer defaults on the acceptance of the delivery or if the Buyer violates any of its obligations to provide assistance, the Seller is entitled to request compensation for the damage incurred, including any additional costs.

6.8 The Buyer is obliged to arrange insurance against risks of any kind. If the Buyer fails to fulfil the above obligation, the Seller bears no responsibility, in particular, no responsibility for damage incurred during the transport of goods.

6.9 By placing an order, the Buyer undertakes to duly collect the goods. If the shipping or acceptance of the delivery is delayed at the Buyer's request or for reasons which the Seller cannot influence, the risk of damage to deliveries is transferred to the Buyer at the moment when the deliveries are supposed to be made available for pickup by the Buyer according to the original schedule. From that moment, the deliveries will be stored and insured at the Buyer's risk and expense. If the Seller stores the ordered and not collected goods, the Buyer is obliged to pay the Seller a storage fee of 1% of the price of the stored goods for each day of the storage until the collection date.

6.10 By purchasing the goods from the Seller, the Buyer explicitly agrees to these GSTC of the Seller as applicable at the time of purchasing the goods. The current version of the GSTC is available on the Seller's website on www.ergocnc.gr.

7. Warranty

7.1 The Seller warrants to the Buyer for a period of 12 months from the delivery date for mechanical and electrical parts (with the exception of wear parts), that the mechanical and electrical parts of the machinery are free of defects and comply with the characteristics agreed upon by the Seller and the Buyer.

7.2 The term electrical parts within the meaning of this warranty covers all electrical parts inside the control cabinet and the operation panel as well as motors, axis motors and position encoders.

7.3 During the warranty period, the Seller undertakes to repair, or, if necessary, to replace, as soon as possible and at the Seller's own cost any parts which are proven to have become defective or unusable owing to bad material or to faulty design or workmanship. The parts shall be returned by the Buyer (CIF Incoterms 2020) to the Seller and the Buyer shall bear all costs related to the return (e.g. taxes, duties, shipping cost from airport to the end-recipient). The Buyer shall also assume the cost related to the disassembly and re-assembly of the warranty parts to the machine. The Seller shall, however, bear the cost of repairing or renewing these parts.

7.4 Under this warranty, however, the seller only undertakes to bear the costs of repairing or renewing these parts.

7.5 The warranty period automatically expires if the Buyer undertakes any alterations, dismantling or repairs on their own account or through a third party without first having obtained the Seller's written consent.

7.6 The Seller's warranty does not cover fair wear and tear, damage due to incorrect or negligent handling of the machinery by the Buyer, false maneuvers, defective foundations of building work, faulty assembling, freezing, overloading, use of unsuitable lubricants, chemical rusting, electrical or electrolytic action, wear, damage, corrosion, erosion or incrustation due to water contamination and/or other impurities, cavitations and the like.

8. Deterioration in Financial Conditions, Buyer's Default on Accepting the Delivery

8.1 If the Seller identifies deterioration in the assets and financial situation of the Buyer, the Seller may request an advance payment of the entire purchase price or part thereof or a payment guarantee, or may withdraw from the contract without undue delay.

8.2 If the delivery is delayed due to circumstances attributable to the Buyer, the Seller is entitled to store the goods to be delivered at the Buyer's expense.

8.3 All liabilities of the Buyer towards the Seller become payable as of the effective date of the resolution on the Buyer's bankruptcy or similar liquidation process.

9. Force Majeure

9.1 A party is not liable for damage incurred by the other party due to a violation of contractual obligations if the violation is caused by an obstacle which occurs beyond the control of the obligated party and which prevents the party from fulfilling its obligations, unless it can be reasonably assumed that the obligated party can avert or overcome the obstacle or its consequences and that the obligated party anticipated this obstacle at the time when the contractual relationship was concluded. The party is not liable for such damage incurred only for the time for which the obstacle exists. For the purposes of this provision, an obstacle means circumstances of force majeure, in particular, but without limitation, natural disasters, flood, fire, strikes or other circumstances which the parties cannot affect at all. If the above obstacles occur, the parties undertake to take all legal measures to fulfil the purpose of their contractual relationship despite the obstacles. The parties are obliged to inform each other about the emergence of force majeure without undue delay by fax, phone or in another appropriate manner.

9.2 Operating failures, delays in the delivery or failures of the subcontractors, the lack of energy and raw materials, transport disruptions, if they cannot be anticipated, strikes, administrative procedures and force majeure events release the affected party from the delivery or acceptance obligation for the duration of the obstacle and within its scope.

10. Applicable Law, Jurisdiction

10.1 Any disputes relating directly or indirectly to the contract will be settled in accordance with Greek law.

10.2 The Seller and the Buyer undertake to settle all disputes which may arise between the parties primarily out of court. The Seller and the Buyer agree that the disputes arising from contracts concluded between them or in connection therewith which are not settled amicably will be resolved by the courts of Piraeus having exclusive territorial jurisdiction.

11. Final Provisions

11.1 If one or more provisions of the contract concluded between the Seller and the Buyer or of the GSTC is or becomes fully or partially invalid or unlawful, it is without prejudice to the validity and lawfulness of the remaining provisions of the contract or these GSTC. The Seller and the Buyer will replace the invalid and unlawful provisions by valid and lawful provisions with a purpose as close as possible to the provisions being replaced.

11.2 The Buyer is entitled to assign its rights and transfer its obligations arising from contracts and these GSTC to third parties only with the prior written consent of the Seller. The Seller is entitled to assign its rights and transfer its obligations arising from contracts and these GSTC to third parties without limitations, and the Buyer hereby agrees to the assignment of rights and transfer of obligations