

## GENERAL SALES CONDITIONS

### 1. SUBJECT

1.1. General sales conditions are valid for all services and products provided or produced by company **Kamaridis GlobalWire** (hereinafter "Seller"). With order confirmation/ proforma invoice/ sales contract, the Buyer accepts the General sales conditions.

1.2. Product or service, quality, size, length, type and quantity will be specified in proforma invoice/ sales contract for each delivery. Material will be delivered packed in bundles/coils/pallets.

1.3. Material will be delivered in tolerance of +10%/-10% on the total quantity in proforma invoice/ sales contract unless agreed otherwise.

1.4. Certificates of Quality will be issued for all delivered material

### 2. MARKING

2.1. On each product there is a tag with the following data:

- Producer: **Kamaridis GlobalWire**
- Dimension, Standard, Weight, order Nr.

### 3. PRICE

3.1. Price will be agreed between Buyer and Seller for each order and will be indicated on the proforma invoice/ sales contract.

### 4. PAYMENT

4.1. Buyer and Seller will agree payment term with each individual order. Payment term and payment assurance measures will be indicated on each individual proforma invoice/ sales contract.

4.2. Delivered material shall be invoiced based on actual weight/dimension.

4.3. Buyer will perform the payment to the Seller's bank account stated on the invoice.

4.4. If Buyer makes a deposit for a new order but fails to complete the payment within 30 calendar days he has no right to claim for this payment.

4.4. All charges outside Greece are for Buyer's account.

4.5. If Buyer fails to pay any amount due to the Seller within the due date, the Buyer shall be obliged to pay the Seller a late charge interest of 12% per annum on the amount not paid in time.

### 5. DELIVERY

5.1. The material shall be delivered by Seller according to Incoterms 2020 issued by ICC. Delivery period will be indicated for each individual order.

5.2. Prior delivery and/or partial shipment of the material shall be permissible unless agreed otherwise in proforma invoice/ sales contract.

5.3. If case of delayed payment or if the Buyer did not clear due invoice(s) from previous deliveries, Seller has the right to cancel the existing order.

5.4. If Buyer fails to collect the ready material within 30 calendar days storage fees will apply.

### 6. CONTROL AND CLAIMS

6.1. The Buyer has the right to carry out at his expense checking of quality and quantity of the delivered material in accordance with the relevant standards and involve independent inspection companies. In this case inspection of the material shall be only performed in the presence of the Seller's representative or authorized person.

6.2. If the controlled weighing of the material performed by an independent inspection company in the presence of Sellers' representative determines that the difference in weight exceeds 0,5 % compared with the weight indicated on invoice, the Buyer has the right to send an official claim to the Seller as per general sales conditions. In any event, the Buyer is not entitled to delay the payment of any outstanding invoices.

6.3. The control of quality as well as taking and preparation of samples from the material shall be performed in accordance with the methods of analyses and standards adopted in the country manufacturing the material.

6.4. In the event of shortage in weight/dimension, the Buyer shall have the right to make a claim to the Seller not later than 15 calendar days from the date of arrival of material at the destination.

6.5. In the event of revealing the non-conformity to the quality indicated in the Specification, the Buyer shall have the right to make a claim to the Seller within 10 calendar days from the date of arrival of material as for the external (visible) defects, and not later than 30 days from the date of arrival of material as for internal defects of metallurgical character.

6.6. Claims are to be presented in written form with attachment of all documents confirming the content of the claim.

6.7. In any event Customer must fulfill its obligation of mitigation of damages is not entitled to delay the payment of any outstanding invoices. If Goods are considered by seller as defective, then seller is exclusively obliged, at its sole discretion, discretion either to replace or reimburse such goods or if the price has not already been paid by Customer, to reduce such price or to cancel the said contract. Seller shall not Be liable for any loss of processing expenses, loss of production, loss of revenue and/or any other consequential or special loss or damage directly or indirectly sustained by Customer or by any other person whatsoever. Seller can only be held liable for damages caused by its gross negligence or willful misconduct duly proved by Customer, and Seller's liability will in any event be limited to 100% of the invoice value of the defective or damaged goods.

## **7. ARBITRATION**

7.1. All disputes which cannot be resolved by an agreement will be resolved before a three-member arbitration tribunal in accordance with the Greek arbitration rules prescribed by the arbitration institution of the Greek Chamber. The arbitration proceedings will be conducted in Greece, in English.

7.2. Decision of arbitration will be final and binding for both sides.

## **8. FORCE MAJEURE**

8.1. If any Party hereto at any time during the contractual period is unable to fulfill any of its contractual obligations due to force majeure, it shall immediately inform the other Party in writing on occurrence of such force majeure. The Party that issues such a notification shall be free of its contract obligations during the force majeure.

8.2. Concepts, definitions and provisions from ICC Force Majeure Clause shall make a constituent part of general sales conditions.

## **9. HEALTH AND SAFETY**

9.1. Contractual parties are being obliged to strictly obey H&S Rules and Regulations, acc to OHSAS 18001.

9.2. Employees who are working for the Buyer are obliged to have Personal Protection Equipment at all time within the supplier's premises and same are to be provided by the Buyer.

## **10. ECOLOGY AND ENVIRONMENT**

Contractual parties are being obliged to carry out their activities on highly professional level along with law and other valid regulations in Greece. During their job execution they are also obliged to carry out all regulations related to environment, air and water pollution, environmental protection and regulation on waste handling, acc to ISO 14001. Within the supplier's premises it is strictly forbidden to leave behind any kind of waste on inadmissible area.

## **11. FRAUD AND CORRUPTION**

11.1. Buyer guarantees and obliges that he has not given and will not give gift or commission and they did not have and will not have any agreement to give to employee of seller any kind of money award connected with any Sales order or any other Contract with Buyer.

11.2. If Buyer or any of his representative break above mentioned conditions, Seller has the right to terminate the sales order and reimburse from the Buyer all losses resulting from the termination.

11.3. Both parties oblige to implement **Kamaridis GlobalWire** anticorruption corporate policy.

## **12. FINAL PROVISIONS**

12.1. The Buyer shall assume full responsibility for the performing of the antidumping norms, regulations and procedures on their national market as well as on the markets of the subsequent sale of the material. The Buyer is obligated to prevent selling on dumping prices, and pay in full the duties and other penalties which are imposed on the material in accordance with the Antidumping Legislation of the importing country.

12.2. Any changes and amendments to General sales conditions can be made only by written consent of both contractual Parties.

12.3. General sales conditions are valid from 01.01.2020.