



**GENERAL TERMS OF SALE  
OF AHI CARRIER S.E. EUROPE AIR-CONDITIONING S.A.**

1. These Terms of Sale of "AHI CARRIER SOUTH EASTERN EUROPE AIR-CONDITIONING S.A.", hereinafter called "the company", constitute an integral part of the sales contracts for the sale of products to purchasers. Any customer purchase terms which are contrary to the Terms of Sale of the company are not binding on the latter, even if it has not explicitly expressed the non-acceptance thereof.
2. The sales contract is drafted following an order which is placed by the purchaser and accepted by the company either by virtue of a specifically drafted sales agreement or by an order form of the company to which the present terms constitute an integral part and which the purchaser unreservedly accepts.
3. The purchaser shall be obliged to accept delivery of the products on the agreed delivery date. In case the products are not accepted within 30 days at the latest from the aforementioned date, the company shall be entitled to request the performance of the contract or compensation for the non-performance of the contract, or to rescind therefrom in which case any payment made by the purchaser shall be forfeited as liquidated damages in favor of the company, not excluding any right of the company to claim compensation for any further damage. In this case the company shall be entitled to sell the products sold by these presents to another purchaser, without any further notice. The purchaser shall be liable for any storage expenses, if it requests such a storage.
4. In case an order is cancelled for any reason whatsoever by the purchaser, any payment already made by the latter shall be forfeited as liquidated damages in favor of the company, not excluding any right of the company to claim compensation for any further damage.
5. The delivery of the products shall be effected within the term specified in the sales contract or the order form unless this is not possible for reasons due to force majeure or to inability to manufacture the machinery. The company shall not be deemed to be in default if it notifies the purchaser in writing prior to the specified delivery date that the delivery is not feasible. Such notice must include a new delivery date.
6. The products will be transported at the purchaser's liability for any damage and at purchaser's expense, unless otherwise agreed between the parties. Following the physical delivery at the place of the work or at the warehouses of the purchaser, the purchaser shall be exclusively liable for the storage thereof. Additional expenses for urgent dispatches, for return of products to the company, as well as expenses for the dispatch of the products for repair shall be incurred and paid by the purchaser.
7. Any movement of product outside the company's warehouse shall be effected at the risk, liability and expenses of the purchaser.  
**ATTENTION:** Products will be checked upon delivery by the carrier. The return of products with the exception of those under warranty will not be accepted following the expiration of a 30-days period from their dispatch. Products extracted from their packaging or damaged due to improper handling will not be accepted under any circumstances. The company charges the purchaser with a percentage of 10% on the value of the products returned to it which are not defective but their packaging has been opened or damaged in any way, with the reservation of the company's right to claim compensation for any further damage.
8. The products sold are covered by warranty in accordance with the terms of the warranty, provided that they are subject to normal use, operation and maintenance.
9. The price is agreed in Euro. The price may also be set in another currency following an agreement of the parties.
10. Before the delivery of the products, the total price must be fully paid in cash unless an agreement has been reached with the company for the credit of the total or part of the price (payment in instalments). In case the delivery of cheques by the purchaser is agreed, said cheques retain their autonomy and the company is entitled to exercise its rights deriving therefrom in parallel and independently of its rights deriving from the present terms. In case of an arrangement for the payment of the price in instalments and of non-timely and due payment by the purchaser of any part of the price in accordance with the aforementioned arrangement, the total of the remaining balance of the price plus interest and expenses shall immediately become due and payable. In this case the company shall be entitled to rescind from the contract and any payment already effected by the purchaser shall be forfeited as



liquidated damages in favour of the company, not excluding any right of the company to claim compensation for any further damage. The company shall have the same rights in case of declaration of the purchaser into bankruptcy or placement under compulsory administration or under recovery procedure or under any other similar procedure or in case an application is filed for the purchaser's placement under any of the aforementioned procedures.

11. Payment of the price in full or in part shall only be proven by a printed receipt issued by the company.

12. In case where the price is credited and an arrangement for the payment thereof in instalments is agreed, it is explicitly agreed that the ownership and possession of the sold products is retained by the company until the full payment of the price and shall be transferred to the purchaser immediately after the full payment thereof. The purchaser acquires only the possession of the products. Throughout the duration of the agreed condition precedent any act for the cancellation or limitation of its results is prohibited. In case the purchaser is in default, the company is entitled either to claim the payment of the entire price, which shall immediately become due and payable, or to rescind from the entire or part of the contract exercising its ownership rights. It is agreed that the company is entitled to exercise the right of rescission even it has attempted to collect the price due and said collection has not been achieved. The company maintains the right to notify the retention of ownership to any third party to whom the purchaser intends to further sell the products sold to it. In case of rescission, the company is entitled to withhold any instalments already paid as liquidated damages not excluding any right of the company to claim compensation for any further damage.

In case of credit of the price and delay in payment thereof, the lawful default interest will be due in accordance with Law 4152/2013.

13. For as long as the purchaser does not perform its obligations deriving herefrom, the company shall be entitled to suspend the performance of its own obligations.

14. The company shall be entitled to attribute the sums paid by the purchaser to the invoices the company has issued as its absolute discretion.

15. Without prejudice to any provision contrary to the present terms, the total liability of any party against the other, either from contract or tort or any other reason, shall be limited to the amount of the value of the sales contract. Said limitation is not applicable in relation to the liability of any party for the injury or death of a person caused by its heavy negligence. Notwithstanding the terms mentioned herein, neither party shall be liable for any indirect, subsequent or special damage regardless of the cause thereof.

16. The purchaser is not entitled to assign the sales contract or any right or obligation deriving therefrom to another natural person or legal entity of private or public law without the prior written consent of the company.

17. The courts of Athens (Magistrate's Court, Court of First Instance, Court of Appeals) will be exclusively competent for any dispute deriving from or related to the sale of the products of the company. The company is however entitled to have recourse to the courts of the residence or registered offices of the purchaser.

18. By the signature of the present terms and/or the sales contract and/or the order form the purchaser consents to the filing and processing of its personal data to a data file kept by the company in order to manage its clientele, to promote its products and services, to forward newsletters, as well as to perform market researches. The purchaser is informed that his personal data may be notified to public authorities, if this is requested or/and be transferred outside the European Union (e.g. to the U.A.E.) to affiliated companies or/and third companies in order to serve the aforementioned purposes, as well as to comply with the local legislation.

The purchaser declares that it is aware of his rights provided in the personal data legislation (For any relevant information, as well as for the exercise of its rights, the purchaser may communicate directly with the company, 18 Kifisou Ave., Peristeri, Attica, tel: 210.67.96.300, e-mail: grinfo@ahi-carrier.gr ).

## **PROCEDURE FOR THE ORDER OF PRODUCTS**



1. The purchaser is obliged to send his order to the company in writing by fax or by email and the order must clearly mention the product as listed in the price list, the quantity and the delivery date.
2. The company is only bound for orders which it has accepted in writing.
3. When the products are ready for delivery, the company shall immediately notify the purchaser for their delivery.

#### **CANCELLATION OF ORDER**

1. Cancellations of orders must be sent in writing to the company by e-mail or fax.
2. In case the order is cancelled within 7 days from acceptance thereof by the company, there will be no charge for the purchaser.
3. In case the products have been ordered to the factory and the purchaser cancels the order subsequently to the confirmation of the manufacture of the products by the factory, the company shall charge the purchaser 25% on the total value of the sale.

#### **SPECIAL PACKAGING**

If special packaging of the products, other than the factory packaging, is required, the purchaser shall notify the company in due time in order to be informed whether such a possibility exists and what is the cost of the special packaging.

#### **PROBLEMS AT DELIVERY**

1. If a problem of the products is identified at delivery, the purchaser is obliged to immediately inform the company and register the problem in the Delivery Note of the products.
2. In case the problem is not identified at delivery but during the installation of the products, the purchaser is obliged to abstain from the installation thereof and to notify immediately the company.

#### **OTHER TERMS**

##### **1. ANTI-CORRUPTION CLAUSE**

- 1.1 The purchaser shall use its best endeavors to ensure that neither it nor any of its affiliations, agent, or other person associated with or acting on behalf of the purchaser, (i) uses any of its funds for an unlawful contribution, gift, entertainment or other unlawful expense; (ii) makes any direct or indirect unlawful payment to any foreign or domestic government official or employee from its funds; (iii) violates or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (iv) makes any bribe, payoff, influence payment, kickback or other unlawful payment.
- 1.2 Any breach by the purchaser of the present clause (1) will be a material breach of the sales contract and shall entitle AHI Carrier to terminate this contract immediately without any compensation for this reason.
- 1.3 The purchaser hereby declares that he or it is bound by the principles set forth within the company's Code of Ethics, Code of Conduct or similar policies, including without limitation those relating to discrimination against employees, bribery of any person or companies, domestic and foreign public officials, protection of international human rights and environmental responsibility.

##### **2. REPRESENTATIONS OF THE PURCHASER**

- 2.1 The purchaser hereby represents, warrants and agrees that no money or thing of value has been or will be paid, offered, given or promised by the purchaser, his agents or employees, directly or indirectly to:
  - a) AHI Carrier, its shareholders or any of its subsidiaries or affiliates (hereinafter in this referred to as "AHI Carrier"), other than the fee in accordance with the provisions of the sales contract, or to any directors, officers or employees of AHI Carrier; or
  - b) any person, firm or corporation, at the direction of or arrangement with AHI Carrier, or with any directors, officers or employees of AHI Carrier; or



- c) any political party or official thereof, any candidate for political office, or any officer, employee or agent of any government or instrumentality of any government, for purposes of;
- (i) influencing any act or decision of such party, official, candidate, officer, employee or agent, in his or its official capacity, including a decision to fail to perform his or its official functions; or
  - (ii) inducing any such party, official, candidate, officer, employee or agent, to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist the purchaser in obtaining or retaining any co-operation with AHI Carrier.
- 2.2 Notwithstanding any provision to the contrary, the sales contract may be unilaterally terminated without liability, effective from the date of written notice by AHI Carrier if:
- a) AHI Carrier has reason to believe that the representations and warranties made by the purchaser in paragraph 2.1 hereof are no longer valid, or
  - b) AHI Carrier, in its sole discretion, determines that any of the provisions of the sales contract violates or contravenes any laws or regulations applicable to AHI Carrier or its shareholders or the Sales Territory.
- 2.3 Termination under paragraph 2.2 of the present clause shall be deemed a termination for just cause, releasing AHI Carrier of any obligation to have any further dealings with the purchaser under the sales contract.

### **3. CODE OF ETHICS**

AHI Carrier is committed to the highest legal and ethical standards in the conduct of its business. The purchaser acknowledges that it has been provided with a copy of the Company's Code of Conduct and Code of Ethics and by concluding the sales contract warrants that it has read, understood and agrees to be bound by the contents thereof.

### **4. PERSONAL DATA**

The Purchaser is informed and consents with the processing of its personal data, which processing will be effected: a) in compliance with the obligations provided for in the law (including by way of indication, tax and accounting obligations, for the characterization of the contracting parties as suppliers or customers), b) for the management of the agreements, including the handling of payments and invoices, the receipt of products and/or services in AHI CARRIER's premises, c) for the promotion of its products and services, the forwarding of newsletters, as well as for the conduction of market researches. Also, the Purchaser is informed that its personal data may be disclosed to public authorities if requested or/and transmitted within or outside the European Union (e.g. U.A.E.) to its affiliated companies and /or third parties in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), for the aforementioned purposes, as well as for the compliance with local legislation, following the implementation by AHI CARRIER of the appropriate safeguards. The Purchaser declares that it is aware of its rights provided in the relevant legal framework. For any relevant information as well as for the exercise of its rights, the Purchaser may contact directly AHI CARRIER, 18 Kifissou Avenue, Peristeri, Attica, tel: 210.67.96.300, e-mail: [grinfo@ahi-carrier.com](mailto:grinfo@ahi-carrier.com)