

# International Terms and Conditions of Sale of RILA Hellas EPE

## § 1 Applicability of these International Terms and Conditions of Sale

- (1) The terms and conditions set out in these International Terms and Conditions of Sale shall form an integral part of all sales contracts (each a "Contract of Sale") concluded after 15 April 2024. These International Terms and Conditions of Sale apply exclusively. The buyer's terms and conditions which conflict or differ from these International Terms and Conditions of Sale and/or from the legal provisions do not apply, even if we do not object to them or render performance or accept the buyer's performance.
- (2) These Terms and Conditions of Sale do not apply if the goods are bought for personal, family or household use and we knew or ought to have known at any time before or at conclusion of the Contract of Sale that the goods were bought for any such use. The buyer declares that the goods are not bought for personal, family or household use.

## § 2 Formation of the Contract of Sale

- (1) A Contract of Sale always requires a written order of the buyer.
- (2) We may accept the buyer's written order with our order confirmation (hereinafter the "Order Confirmation") within ten (10) calendar days after receipt of the buyer's order.

## § 3 Applicable Law

- (1) The Contract of Sale and these International Terms and Conditions of Sale are governed by the United Nations Conventions of 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Convention / CISG) in the English version and all legal questions beyond the scope of the CISG are governed by the Swiss law of obligations (Obligationenrecht). The CISG also applies to all agreements as to the jurisdiction of courts and arbitral tribunals.
- (2) Should commercial terms be used the Incoterms® 2020 of the International Chamber of Commerce apply taking into account the provisions stipulated in these International Terms and Conditions of Sale.

## § 4 Specifications of the goods

- (1) The goods to be delivered have to conform to the specifications and quality requirements set out in the Order Confirmation taking into account customary tolerances with regard to type, quantity and quality. To the extent no specifications or quality requirements are stated in the Order Confirmation, the goods conform with the contract if they are fit for the purpose which is usual in Germany and fit for the purpose for which goods of the same description are usually used for in Germany taking into account customary tolerances with regard to type, quantity and quality. Unless otherwise explicitly agreed to, the goods do not have to conform to any laws or regulations existing outside of Germany.
- (2) Unless expressly agreed otherwise in writing, we are not obliged to comply with any measurement and weight systems, packaging, labeling or marking regulations, registration or certification obligations or other legal regulations that are relevant to the goods and applicable outside of Germany.
- (3) Unless expressly agreed otherwise in writing, the goods do not have to have the characteristics of a sample or specimen.
- (4) The goods only do not conform to the contract if at the time the risk transfers they deviate from the requirements according to § 4 sec. 1 to sec. 3.

## § 5 Obligation to deliver; Passing of risk

- (1) We have to deliver the goods referred to in the Order Confirmation including a packaging that is suitable for the means of transportation.
- (2) Delivery has to be made FCA Incoterms® 2020 at the place of delivery indicated in the Order Confirmation. If no place of delivery is indicated in the Order Confirmation, delivery has to be made FCA Incoterms® 2020 at our premises in Exochiko, GR-24300 Filiatra/Messinias.
- (3) All delivery dates and delivery periods are dependent upon the buyer performing all of his obligations in due time.
- (4) We are entitled to make partial deliveries and to invoice these separately.
- (5) The passing of risk takes place with delivery in accordance with § 5 sec. 2. Should the buyer fail to take delivery, the risk passes at the time the buyer fails to take delivery.

- (6) In addition to our statutory rights we are entitled to suspend the performance of our obligations if there are reasonable indications that the buyer will not perform his obligations under the Contract of Sale, in particular not be able to pay the agreed price in due time.

#### **§ 6 Delivery Note, Invoice and other documents**

We will provide the buyer with a delivery note issued according to our standard. We will provide the buyer only with such documents explicitly stated on our Order Confirmation. Unless otherwise stated in our Order Confirmation, we are in particular not obliged to provide certificates or attestations and to procure licenses, permits or other documents required for export, transit or import or to obtain security clearances.

#### **§ 7 Force Majeure**

Any circumstances caused by force majeure or other circumstances beyond our control, in particular - but not limited to - strikes, lockouts, illnesses, pandemics, measures taken by public authorities as well as the subsequent loss of export or import opportunities, which make delivery impossible, shall release us from the obligation to comply with agreed delivery periods and delivery dates as well as all other obligations for the duration of their existence and to the extent of their effect.

#### **§ 8 Obligation to pay the purchase price**

- (1) The buyer is obliged to pay the agreed purchase price to the bank account nominated by us. The place of payment is 24300 Filiatra/Messinias/Greece. Banking fees accrued outside of Greece will be borne by the buyer. The payment shall be made without any deductions and is due for payment on the date or within the time limit as stated on the Order Confirmation. A time limit for payment stated on the Order Confirmation shall be calculated from the date of invoice. In the absence of any payment dates or time limits stated on the Order Confirmation, payment shall be made within 30 (thirty) calendar days after date of invoice. The buyer's acceptance of the goods is no precondition for the payment to become due. Unless otherwise agreed, invoicing shall take place after or upon delivery.
- (2) The agreed prices shall exclude any statutory VAT applicable at the date of delivery. The Buyer warrants that all requirements and evidence for the VAT treatment of the delivery and/or service are fulfilled.
- (3) If and till such time the buyer is in arrears with payment of the purchase price, the buyer is obliged to pay interest at the rate of nine (9) percentage points above the base rate of the German Central bank per annum.

#### **§ 9 Limitation Period**

Without prejudice to claims resulting from a malicious, grossly negligent or intentional conduct as well as claims due to injury of life, body or health, the buyer's claims in respect of the delivery of non-conforming goods and goods with a defect in title become time-barred one (1) year after delivery of the goods. The delivery of substitute goods or the repair of delivered goods does not lead to a restart or suspension of the limitation period.

#### **§ 10 Remedies in case of non-conforming goods and goods with a defect in title; Limitation of Liability**

- (1) In case of delivery of non-conforming goods, the buyer can claim delivery of substitute goods or declare avoidance of the Contract of Sale only in accordance with the legal provisions.
- (2) If we deliver non-conforming goods or goods with a defect in title or breach any other obligation resulting from the Contract of Sale or the business relationship with the buyer, the buyer is entitled to demand damages only in accordance with the following provisions and any recourse to concurrent bases of claim (in particular of a non-contractual nature) is excluded:**
- a. **We are not liable for the conduct of our suppliers or subcontractors. Neither are we liable for damages to which the buyer has contributed.**
  - b. **The buyer has to prove that either our directors or employees or other members of staff have deliberately or negligently breached contractual obligations owed to the buyer.**

- c. In case of liability, the amount of damages for late delivery is limited to 0,4 per cent for each full week of delay, up to a maximum of 4 per cent of the net purchase price of the goods delivered late or not at all, and in case of remedies because of delivery of non-conforming goods and/or goods with a defect in title and in case of all other breaches of obligations is limited to the net purchase price of the goods affected.
- d. Irrespective of § 10 sec. 2 c., we are not liable for loss of profit, damages for interruption of production and loss of usage.
- e. The aforesaid limitations in § 10 sec. 2 do not apply
  - i. to injury of life, body or health,
  - ii. if we have acted maliciously, grossly negligent or intentionally,
  - iii. if we are liable according to mandatory product liability laws, and
  - iv. to liabilities which may not be excluded or limited according to the applicable laws.

(3) Apart from the aforesaid, the statutory provisions apply.

### **§ 11 Other Provisions**

- (1) Title of the goods that have been delivered remains with us until all of our claims against the buyer have been settled. The buyer is obliged to take all measures necessary for the protection of our property and ensure that our title is not prejudiced. If this is necessary for a valid reservation of our title, the buyer in particular undertakes to arrange for any necessary entry in the public registers in the country of location of the goods at its own expense.
- (2) We are not obliged to perform any obligations not stated in the written Order Confirmation or in these International Terms and Conditions of Sale.
- (3) There are no side agreements to the Contract of Sale and these International Terms and Conditions of Sale.
- (4) Any amendments to a concluded Contract of Sale require our written confirmation.
- (5) The place of performance for delivery is governed in § 5 sec. 2, the place of performance for the payment in § 8 sec.1.
- (6) Notices by means of fax or email or other electronic form fulfil the requirement of being in writing.

### **§ 12 Agreement on jurisdiction and arbitration**

- (1) If the buyer's place of business is located within the European Union, Switzerland, Iceland or Norway, for all contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with a Contract of Sale and/or these International Terms and Conditions of Sale, including its/their validity, invalidity, violation or cancellation, the state court which has jurisdiction for 24300 Filiatra/Messinias/Greece shall have exclusive jurisdiction. Instead, in this case, we are also entitled to bring an action before the state court of the buyer's place of business.
- (2) If the buyer's place of business is outside of the European Union, Switzerland, Iceland and Norway, all contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with a Contract of Sale and/or these International Terms and Conditions of Sale, including its/their validity, invalidity, violation or cancellation, shall be exclusively resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The place of the arbitration shall be Zurich/Switzerland, the language used in the arbitral proceedings shall be German.

### **§ 13 Severability**

If provisions of these International Terms and Conditions of Sale should be or become partly or wholly ineffective, the remaining provisions will continue to apply.