

General Term Transactions of Sale - Purchase Agreement and Trade Cooperation

Article 1: Definitions

- (i) Any term importing gender shall include any genders;
- (ii) Any term importing the singular includes the plural and vice versa; and
- (iii) Any reference to a clause or appendix is reference to such clause or appendix of or to this Agreement.

Agreement on Terms of Trading: The Agreement on Terms of Trading shall have the meaning as defined in Article 2.1.

Goods: Goods as referred to herein shall mean any and all products, articles and other items supplied by the Company to the Buyer, including their constituent raw materials and processed materials and packaging.

Notice, Announcement, Statement, Notification: Any written communication between the Company and Buyer in respect of orders, offering Goods, timetable, financial statements and terms.

Sale and Purchase Agreement: Sale and Purchase Agreement shall mean any agreement entered into by the Company and the Buyer, by which the Company undertakes to sell and deliver Goods to the Buyer and the Buyer, correspondingly, agrees to purchase, receive such Goods and pay the agreed price.

Article 2: Scope of Application

2.1 This Agreement sets forth the main general principles and procedures for the supply of Goods by the Company to the Buyer, including but not limited to procedures and documents to be delivered at the different stages of each supply transaction and the financial terms. Consequently, this Agreement serves as an umbrella agreement for and forms an integral part of any other agreement to be concluded among the Parties.

2.2 In case of a conflict between this Agreement and any other agreement concluded or to be concluded between the Parties, this Agreement shall prevail unless this Agreement sets forth that the respective matter may be agreed otherwise or such other agreement explicitly makes reference to and alters the conflicting provision set forth herein. Any provision set out in another agreement specifying rights and obligations in more detail or supplementing this Agreement, is not regarded as a conflicting provision within the meaning of this Agreement.

2.3 Supplier's Manuals or other manuals, if provided by the Company to the Buyer, form an integral part of this Agreement.

Article 3: Requests, Quotations, Orders, Sale and Purchase Agreements

3.1 A request for a quotation shall not bind the Parties and shall serve only as an invitation to the Company to submit a quotation. During the period in which a quotation of the Company is open for acceptance by the Buyer according to normal business practice or applicable laws, the prices quoted by the Buyer shall be fixed and binding for a period to be set by the Company and shall not be subject to any variation. In the event that any part of the Company's quotation contains manifest errors or inconsistencies, the Buyer is obliged to consult with the Company prior to accepting the quotation.

3.2 A Sale and Purchase Agreement shall be concluded only if, as and when the Company's quotation is accepted by the Buyer in writing.

3.3 After the Company's quotation is accepted by the Buyer in writing, it is mutually accepted by the Parties that the Agreement shall be deemed, unless the Company withdraws the Buyer's acceptance within seven (7) bank working days, calculated from the date on which the acceptance was received by the Company. Namely, the Company has the right to reject Buyer's acceptance and cancel the quotation, within seven (7) bank working days, calculated from the date on which the acceptance was received by the Company.

3.4 Both Parties (the Company and the Buyer) are obliged to place the request, the quotation, the Buyer's acceptance and the Company's rejection of the expectation, in written.

Article 4: Data, documents and Information

The Buyer is obliged to submit in writing its taxation data, documents, information and the data relating to the legal representation of the Buyer to the Company. Moreover, the Buyer shall immediately inform in writing the Company of any change regarding the data submitted to the Company. The Buyer hereby agrees that the Company shall by no means be held responsible for any problems or losses that may be caused by the Buyer's failure to inform the Company duly about any such changes.

The Company is obliged to submit in writing to the Buyer its data, concerning the bank account to be used for payments. Moreover, the Company shall

immediately inform in writing the Buyer of any change regarding the bank account. The Company hereby agrees that the Buyer shall by no means be held responsible for any problems or losses that may be caused by the Company's failure to inform the Buyer duly about any such changes.

Article 5: Supply Agreements

5.1 The Goods are to be properly packed, secured (not insured, unless the Buyer agrees to pay the insurance cost) and transported as to ensure that they reach their destination intact and in good condition, in accordance with applicable laws and regulations, as well as the specific requirements defined in the Sale and Purchase Agreement.

5.2 Unless otherwise agreed by the Company in writing, deliveries to the place of destination shall be made at the risk and costs of the Buyer, including all expenses of transportation of Goods, tax costs, customs and insurance fees. To the extent not otherwise agreed in writing, the Goods shall be received by the Buyer, from the head offices of the Company, from the loading ramp of the goods, at the risk and costs of the Buyer (Exworks).

5.3 It is mutually accepted by the Parties that the Company is obliged to deliver the goods until the agreed date.

5.4 If the delivery cannot be carried out by reasons other than the fault of the Company, as defined in Article No 10, the Company is obliged to notify the Buyer before the delivery deadline, within seven (7) bank working days, calculated from the date on which force majeure events have occurred. In that case, the Buyer is obliged to accept an alternative supply date.

5.5 Exceptionally, the Buyer has the right to cancel the Sale and Purchase Agreement in full or in part and/or to refuse acceptance of the delivered Goods, only if the Buyer, within three (3) bank working days, calculated from the date on which is informed by the Company for the force majeure events, notifies in writing the Company of its decision to cancel the Sale and Purchase Agreement in full or in part and/or to refuse acceptance of the delivered Goods. In that case, the Buyer is obliged to pay any damage or loss of the Company due to the cancellation or the refusal of accepting the delivered Goods (including but not limited, the cost of raw materials, employee compensation, labor charges, all taxes and levies imposed on the company, customs expenses, expenses for storage e.t.c). The Buyer waives the

right to claim compensation for any damage or loss of, due to delays pertaining to force majeure.

5.6 If for any reason the Buyer is unable to receive the Goods from the head offices of the Company at the time when the Goods are due and ready, the Company shall if its storage facilities permit store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and the Buyer shall be liable to the Company for the reasonable cost (including insurance) of the Company so doing.

5.7 The Buyer is obliged, when receiving the goods, to proceed to a quantitative and quality audit, reserving the right, within ten (10) bank working days, calculated from the date the Buyer receives the goods, to propose in writing any objections regarding the stipulations of the Civil Code pertaining to the responsibility of the vendor.

In particular, the Buyer is obliged, within ten (10) bank working days, calculated from the date the Buyer receives the goods, to carry out thorough and rigorous testing of the Goods in order to ascertain whether there they are defective.

It is unconditionally and mutually accepted between the Parties that, upon expiration of the above mentioned deadline period of ten (10) bank working days, the Goods were the absolute choice and acceptance of the Buyer, who hereafter waves his right to prevent any complaint regarding the quality and quantity of the goods and consequently the Buyer also waives the right to claim compensation for any damage that may be caused to him, including both reparation and profits loss.

In the event that - within the above mentioned period of ten (10) bank working days - the Buyer expresses substantiated objections to the Company regarding the quality or quantity of the goods, the Buyer shall claim against the Company only for the remedy of the defect and hereafter the Buyer waves his right to claim compensation for any other damage that may be caused to him, including profits loss.

It is mutually being accepted by the Buyer that if the goods are covered by a guarantee of good functioning, the Company is liable for the repair of any damage, even if the damage is established after the above mentioned deadline period of ten (10) bank working days. In this case, the Buyer is only entitled to claim compensation for the damage, but waives his right to claim compensation for any other damage that may be caused to him, including profits loss.

5.8 The Company is obliged to execute the orders in a timely and duly manner. Moreover the Company is obliged to take care in time, so as the number of the employees who provide services remain unaltered in order the Company to execute the orders on time.

Article 6: Payment Terms

6.1 For the proper functioning and performance of this agreement, the Buyer is obliged to pay in advance to the Company the total amount of the agreed price, unless otherwise is agreed.

6.2 In case it is between the parties agreed that the Buyer is obliged to pay in advance to the Company a percentage of the agreed price, the remaining amount will be paid by the Buyer, upon receiving the merchandise.

6.3 In case of dispute, the Buyer is obliged to pay all any and all costs associated collection by the Company of any and all past due balances, including interest, all costs and reasonable attorneys' fees incurred, including, without limitation, costs and attorneys' fees incurred in any investigations, trials, bankruptcies, and appeals.

6.4 The Company shall retain ownership of all products sold to the Buyer, until total payment of the amount due.

Article 7: Assignment and pledging

The Supplier is entitled to grant any claim resulting from the present document or any other cooperation of his with the Buyer or associated company, to any third party, without the consent of the Buyer.

Article 8: Rights of third parties

8.1 The Supplier warrants that the sale of the delivered goods will not infringe in the country of delivery rights of third parties, particularly tying arrangements regarding distribution or industrial property rights, such as patents, trademarks, utility models, registered designs and copyrights. The Company affirms that the delivered goods have not been manufactured either through exploitative, unhealthy or slave-like child labour, through forced labour or through exploitative or otherwise inhuman prison work.

8.2 By signing below this Agreement and accepting the respective orders, the Company confirms that the goods have come to its owing though legal transaction and that it may dispose them without limitation in the ordinary course of business. The Buyer acknowledges reservations of title agreed on by the Company

with third parties. In this case, the Buyer is entitled to sell the goods delivered by the Company in the ordinary course of business.

Article 9: Termination

9.1 The Parties are entitled to terminate in writing and at any time the present contract for substantial reason, such as every violation of the contractual obligations. The Party which is affected by the unconventional behavior of the other party has the right to claim compensation for any damage or loss of, due to the unconventional behavior.

9.2 The Agreement is deemed to have terminated after one (1) month from the date of termination.

Article 10: Definition of Force Majeure

10.1 Event of Force Majeure means an event beyond the control of the Parties, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- (i.) Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods),
- (ii.) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo,
- (iii.) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (iv.) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly,
- (v.) Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Company or of his Subcontractors or
- (vi.) Acts or threats of terrorism.

10.2 The Affected Party, prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

If and to the extent that the Affected Party is prevented from executing the Agreement by the Event of Force Majeure, the Affected Party shall be relieved of its obligations to execute this Agreement, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable and in accordance

with Good Operating Practices, provided that if and to the extent that the Affected Party incurs additional cost in so doing, the Affected Party shall be entitled to the amount of such cost (cost being defined as having no profit component). The Affected Party shall take all reasonable steps to mitigate the Cost.

If and to the extent that the Affected Party suffers a delay as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion.

The Contract Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.

10.3 Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of (180) days, either the Company or the Buyer may give to the other a notice of termination. The termination shall take effect (28) days after the giving of the notice. If, at the end of the (28) day period, the effect of the Force Majeure continues, the Contract shall terminate.

In that case, neither Party is obliged to pay any damage or loss due to the cancellation, termination or the extension of the agreed time.

Article 11: Confidentiality

11.1 The Parties shall, within the term of this Agreement respect the confidentiality of any information transmitted between them to due to this Privacy Agreement.

11.2 Confidential Information shall mean any written or oral information obtained from this Agreement by the Parties to each other (its officers, employees, consultants) and/or contractors (partners) of the Parties (its officers, employees, consultants), which cannot be obtained from open sources or the disclosure to third parties has not be given by the Parties with written consent, including, but not limited to:

- Information on the activities of the Parties and/or on the activities of contractors (partner) of the Parties (including information on the fact of cooperation with contractors of the Parties, information about trade names and/or addresses of contractors of the Parties, information on the activities carried out by contractors information on employees (personnel) contractors of the Parties),
- Information on the results of intellectual activity obtained by the Parties and/or contractors of the Parties,

- Information on materials, equipment used by the Parties and/or contractors (partners) of the Parties,
- Information technology (methods) of manufacture, used by the Parties and/or contractors (partners) of the Parties,
- Design information, technical and/or other characteristics of the developed and/or designed and/or manufactured products for the Parties,
- Information on the expected results of running and/or planned to implement the host and/or third parties for the Disclosing Party work,
- Information on the results of host and/or third parties for the the Disclosing Party work.

11.3 It is expressly between the Parties stipulated that the accompanying equipment of technical documents that are provided by the Parties are Intellectual Property of the Developer and therefore the reproduction, the use and disclosure of the technical documentation is strictly confidential and consequently it is prohibited to be disclosed, divulged, or disseminated. The prohibition clearly does not take the required use of these technical documents for installation, maintenance and general good functioning of the Equipment

11.4 The Parties undertakes to receive and store any Confidential Information. In particular, the Parties will not disclose the Confidential Information to any third parties, except as provided in this Agreement and shall make every reasonable effort to prevent disclosure (including unintentional) of such information

11.5 The Parties shall be released from any obligations under this Agreement with respect to the specific information provided by each other as confidential, if it proves that:

- Such information has become public for reasons other than the disclosure of information or
- This information was already in the possession of the Parties, provided that the Parties are not aware that this information could be subject to a different privacy policy or
- Confidential information is disclosed to the Parties: a) In accordance with the requirements of current legislation, b) At the request of any authorized legitimate federal or local government bodies (the Parties shall notify each other of the fact of such disclosure of confidential information).

- The Parties has each other provided written consent to the disclosure of confidential information

11.6 All materials containing confidential information and provided by the Parties, remain the property of the provided Party and shall be returned upon its written request, provided during the term of this Agreement, including all copies made of this information. Parties, by written notice to each other have the right to keep for themselves one full copy of all confidential information is provided for the purposes of judicial protection under dispute arising out of this Agreement

Article 12: Contract language

Unless otherwise agreed, the contract languages shall be English and the respective national language of the Company. In case of discrepancies the English language shall be authoritative.

Article 13: Severability

If any section, subsection, or provision or the application of such section, subsection, or provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement and the obligation of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, illegal, or unenforceable shall not be affected by such invalidity, illegality, or unenforceability.

Article 14: Construction.

This Agreement shall not be construed more strictly against any party regardless of who is responsible for its drafting. The captions of this Agreement are for convenience and ease of reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any of its provisions.

Article 15: Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and permitted assigns.

Article 16: Entire Agreement.

This Agreement, together with its exhibits, schedules, and other attachments, if any, constitutes the entire agreement between the parties relating to the subject matter hereof. All prior understandings and agreements between the parties relating to the subject matter hereof are merged in this Agreement, which alone and completely express their understanding. This Agreement may not be altered, amended, or changed except by written instrument signed on behalf of each of the parties.

Article 17: Place of performance, jurisdiction

This Agreement is made and intended to be performed in Florina, Greece and as such shall be governed in its construction, interpretation, and performance by the Greek Law, without reference to law pertaining to choice of laws or conflict of laws. In the event of any litigation arising out of or relating to this Agreement or the breach, termination, validity, or enforcement of this Agreement, personal jurisdiction shall be conferred and venue shall be appropriate in courts of Florina, Greece, as applicable.

Hence, the courts competent for settling any eventual differences that may arise from the relation between the Parties are the courts of the jurisdiction of Florina, Greece.