

PURCHASE ORDER

This Purchase Order together with the general conditions attached hereto as Exhibit A and all other Exhibits attached hereto or referred to herein (together the "Contract") for the sale and purchase of the Equipment described below is made by and between:

<p>From: Thessaloniki Port Authority S.A. (ThPA) VAT No: EL099356700, TAX Registration Office: FAE Thessaloniki Registered Address: Port of Thessaloniki, Pier 1, P.O. Box: 10467, PC:54 110 Thessaloniki, Greece</p> <p>(the "Buyer")</p> <p>Legal Representative: Mr. Sotirios Theofanis, Chairman & CEO of THPA S.A</p> <p>Contact Person: Ms. Athanasiou Chrisanthi, Head of Procurement</p> <p>Contact Details: Phone: +302310593360 Email: cathanasiou@thpa.gr</p>	<p>To: VAT Reg. No: Tax Reg. No: Registered Address..... </p> <p>(the "Seller")</p> <p>Legal Representative: Mr./Ms.</p> <p>Contact Person: Mr./Ms., </p> <p>Contact Details: Phone: Email:</p>
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The Buyer and the Seller are hereinafter referred to, individually, as the "Party" and, collectively, as the Parties".

P.O. DATE	Delivery Address / Place	Delivery Date	Delivery Terms (Incoterms 2010)
xx/xx/2019	ThPA SA Port of Thessaloniki, Pier 6 - Container Terminal PC 54 625 Thessaloniki, Greece	...ready for Commercial operation	CIF THPA as per INCOTERMS 2010

DESCRIPTION OF THE EQUIPMENT	QUANTITY	UNIT PRICE	TOTAL PRICE (lump sum)
Ship to Shore container gantry crane	2	EUR	EUR
Spreaders		EUR	EUR
Cargo Beam (with Motorized Slew Ring)		EUR	EUR
Semi-Automation / Operator's Assistance		EUR	EUR
Truck/straddle positioning system		EUR	EUR
Emergency shore power		EUR	EUR
Anti-Snag System		EUR	EUR
Crane Life monitoring system		EUR	EUR
Test Weight		EUR	EUR
Fire Suppression		EUR	EUR
Operator Visual Aid		EUR	EUR
Man cages		EUR	EUR
After Sale Service		EUR	EUR
Spare Parts		EUR	EUR
RCMS		EUR	EUR
Total for (2) Ship to Shore container gantry cranes and above options as per the Technical Specifications attached hereto as Exhibits D & F			EUR

Total Price: The Total Price is an all-inclusive amount which includes without limitation (i) CIF Thessaloniki as indicated delivery of the Equipment including necessary export formalities (ii) subject to the conditions of this Contract transportation costs from the Seller's premises to the Terminal (iii) import formalities (custom clearance etc) (iv) offloading of all items and all related costs and risks (v) erection and commissioning of the Equipment (vi) testing of the Equipment in the factory and at the terminal of Buyer (the "Terminal") in the Port of Thessaloniki (the "Port"), (vii) any documentation (including operating and maintenance manuals) and services to be provided within the scope of supply of the Equipment that are necessary to or form an inherent part of the performance of Seller's contractual obligations whether or not expressly specified in this Contract, and (viii) any documentation and services incidental to the supply of the Equipment which include (a) familiarization with the Buyer's



operating and training of its maintenance personnel; (b) any insurance certificate, bonds or guarantee; (c) the Equipment warranty as more particularly set out in this Contract; and (d) more generally any service, document that is necessary to and forms an inherent part of the performance of Seller's obligations under the Contract whether or not expressly specified here in.

Delivery: The Seller shall deliver the Equipment CIF Thessaloniki Port (incoterms 2010) fully erected. The equipment shall be, properly covered and secured on the vessel to prevent any stresses of the structure or damage.

Terms of payment:

- 1st instalment*: 20% (Twenty per cent) of the Total Price within thirty (30) days after signature of this Purchase Order;
- 2nd instalment*: 20% (Twenty per cent) of the Total Price upon the procurement of main components and presentation of procurement certificates;
- 3rd instalment*: 20% (Twenty per cent) of the Total Price of each unit of Equipment upon presentation of shipping documents;
- 4th instalment: 10% (ten per cent) of the Total Price of each unit of Equipment after offloading;
- 5th instalment: 25% (Twenty five per cent) of the Total Price of each unit of Equipment, after Final Acceptance of each unit of Equipment, subject to the receipt by the Buyer from the Seller of the Completion Bond, as defined below;
- 6th instalment: 5% (five per cent) of the Total Price of each unit of Equipment upon punch list clearance;

All **pre-delivery instalments*** are subject to the receipt of an Advance Payment Guarantee as defined here below and all installments subject to the receipt by the Buyer from the Seller of the corresponding commercial invoice.

Advance Payment Guarantees: The Seller shall provide the Buyer with advance payment guarantees (the "**Advance Payment Guarantees**") in the form of an autonomous, transferable, first demand, irrevocable and unconditional guarantee in a form acceptable to the Buyer and issued by a reputable bank of international standing acceptable to the Buyer – Commerzbank AG and Deutsche Bank AG shall be deemed as banks approved by the Buyer - to guarantee the refund by the Seller to the Buyer of any payment to be made by the Buyer to the Seller prior to delivery of the Equipment pursuant to this Purchase Order. The amount of each Advance Payment Guarantee shall be equal to the amount provided, for each pre-delivery installment. The total amount of all Advance Payment Guarantees shall represent sixty percent (60%) of the Total Price of this Purchase Order. All Advance Payment Guarantees shall expire two (2) years after the day of signature of this Purchase Order subject to the Final Acceptance of the last unit of Equipment. All costs, expenses and bank charges including in issuing, maintaining and calling up the Advance Payment Guarantees shall be borne by the Seller. Should the Advance Payment Guarantees not be provided to the Buyer within thirty (30) days as from due date, the Buyer reserves the right at its sole discretion, to immediately terminate the Contract by giving written notice to the Seller and without any compensation whatsoever being payable to the Seller.

Final Acceptance: As quickly as reasonably possible after offloading and erecting the Equipment at the Terminal, the tests shall be completed in accordance with the testing protocol as per Exhibit B, to verify and thereafter certify the Equipment's compliance with the Technical Specifications here attached to this Purchase Order as Exhibit D. Within (2) two working days after notification of the Seller to the Buyer of readiness for testing of a unit of the Equipment, the Buyer and the Seller shall jointly test each Unit of the Equipment at the Port. Immediately after the successful completion of the tests of a unit of the Equipment, both Parties shall sign the "**Final Acceptance Certificate**" for that unit of Equipment, in the form attached as Exhibit B, the signing date of which shall be considered as date of Final Acceptance and commencement of the warranty period of that unit of Equipment. Minor defects, i.e those, which do not affect the normal use and safe operation of the Equipment, shall not be regarded as reason of withholding the Final Acceptance provided that minor defects are cleared within a mutually agreed time during the warranty period. If these defects are not cleared within such period of time, the warranty period shall be extended until such defects are fixed by the Seller in accordance with the Technical Specifications.

Should the ThPA operate any Unit of the Equipment in commercial operation, other than test operation, without first having issued a Final Acceptance Certificate, such Unit of the Equipment shall be deemed accepted and the Final Acceptance Certificate issued.

Liquidated damages:

Should any unit of Equipment not have received the Final Acceptance Certificate at the Delivery Date as specified here above due to reasons solely attributed to the Seller (except for The Buyer's cause or Force Majeure), the Buyer shall be entitled to liquidate damages. The amount of liquidated damage shall be equal to 0,75% of the value of each unit of Equipment delayed per week of delay, considering week even the first day of the week of delay. In no event shall liquidated damage exceed 10% of the contract value of the Equipment delayed. Such liquidated damages shall be the sole and conclusive remedy available to the Buyer for Seller's delays.

Commissioning: ThPA shall make available to the Seller space at the Terminal for Equipment commissioning at no charge to the Seller. The space provided shall be made available in accordance with the Seller's schedule and fulfil the minimum requirements of Exhibit H.

Training: Training shall be provided by the Seller agreed with the Buyer, under the terms and conditions set forth in the Commercial Offer and Technical Specifications attached in Exhibit D, rendered by the Seller's stand-by technician. The Seller shall make familiar with the Equipment ThPA's operators and train its technicians. Each employee trained shall receive a certificate of competence issued by the Seller.

Technical Documentation: one set of the operation and maintenance manuals shall be provided for each Unit of the Equipment, in both hard and soft copies, in English or in Greek language.

Equipment Maintenance and Warranty: The Seller warrants that the Equipment shall be made of newly manufactured material, components and parts and shall be free from defects in design, material and workmanship (excluding defects caused by accidents, misuse or mishandling of the Equipment or lack in maintaining or operating the Equipment in accordance with the Seller's manuals and/or collateral damage caused by a defective part to others as a result of continued operation of a Unit of the Equipment despite of the defect or wilful misconduct or normal wear and tear).

The period of warranty, including repairs, parts and labour costs, for the Equipment and for any part of such Equipment shall last respectively twenty four (24) months as from the date of Final Acceptance of the relevant unit of Equipment (the "**Warranty Period**") provided that any replaced or repaired parts of the Equipment will be also warranted under the same conditions for a period of twenty four (24) months from the date of any replacement or repair. However, in any case the warranty of the Seller is limited to the aggregate of thirty (30) months as from the date of Final Acceptance of the relevant unit of Equipment.

An extended warranty period of a total of 240 months as from the date of Final Acceptance of the respective unit of equipment shall be valid for the steel structure.

The warranty period for paintwork & galvanizing, gearboxes and the main Transformer will be ten (10) years.

The warranty period for Motors, Trolley Power System, A/C Systems and Led lightings will be five (5) years.

Finally, the warranty period for the Spreaders and all Electrical Components not mentioned above will be three (3) years.



Defective parts resulting from normal wear and tear are excluded from Seller's warranty obligations. However, the Seller extends to the Buyer a special warranty for selected parts for which the Seller, during the above-mentioned warranty period of twenty four (24) months, shall guarantee minimum lifetimes despite of that such parts in general are subject to wear and tear. These parts are listed in Exhibit I. Seller shall provide ThPA with replacement parts – parts only – in case only of these parts failed prior to reaching the individual operating hours associated with it in the respective list as per Exhibit I.

Repair or replacement (in Seller's discretion) shall be the sole remedy available to the Buyer for Seller's warranty obligation. Such warranty is expressly in lieu of and excludes all other warranties express or implied. Seller's technicians when rendering warranty works shall bring with them all necessary tools in order to repair the Equipment, when necessary. All necessary tools shall be adapted to the type and size of the Equipment in order to avoid loss of time and to maintain and repair the Equipment in due time. Any parts added by ThPA are excluded for Seller's warranty.

Completion Bond: Upon Final Acceptance of the Equipment, the Seller shall provide the Buyer with a completion bond covering the Seller's warranty obligations as per herein (the "**Completion Bond**") amounting to five percent (5%) of the Total Price, from a reputable bank of international standing approved by the Buyer, with a validity period of twenty five (25) months, as from the signature by the Parties of the Final Acceptance Certificate of the last unit of the Equipment. Commerzbank AG and Deutsche Bank AG shall be deemed as banks approved by the Buyer. All costs, expenses and bank charges including in issuing, maintaining and calling up the Completion Bond shall be borne by the Seller.

Deviations from the General Conditions: The following deviations from the below General Conditions shall apply to this Contract:

3. Inspection and Testing:

The following is added to this paragraph:

Any and all cost of Buyer's or third party personnel acting on behalf of the Buyer related to such inspection or testing shall be borne by the Buyer.

4. Risk and Title

The article is amended as follows:

Title to the Equipment shall pass to the Buyer on signing the Final Acceptance Certificate for the respective Unit of the Equipment by both Parties. Risk of damage shall pass to the Buyer upon transfer of title to each Unit of the Equipment. The Seller shall maintain the necessary insurance to cover the risks prior transfer of risk as well as the risk caused by the activities of Seller's technicians in the Port.

The Seller shall also provide the necessary information or certificate, which have to be submitted by the Seller to the conceding authority or applicable authority.

6. Compliance

Please amend the following sentence as follows:

... The Equipment shall not contain any asbestos or reasonably other materials harmful to human health. ...

7.2 This paragraph is amended as follows:

The Seller shall notify the Buyer if any delivery is likely to be delayed beyond the date specified in the Purchase Order. Failure by the Seller to notify any delay shall entitle the Buyer to terminate, in whole or in part, without liability the Contract and/or to pay compensation to the Seller. Subject to article 13, if any delay so notified does or is likely to exceed thirty (30) days, the Buyer shall be entitled to terminate without liability all or part of the Contract and/or to compensation by the way of Liquidated Damages for any resulting losses.

9. Guarantee

Replaced entirely by stipulations as per Clause named "Equipment Maintenance and Warranty".

10. Sustainability and Business Ethics

First sentence is amended to read:

Both parties undertakes to comply with all applicable laws, regulations and rules including, but not limited to, those relating to competition matters, applicable customs regulations and compliance and ethics mandates set forth below.

10.1 Sustainability.

First sentence is amended to read:

Both parties represent and warrant to observe internationally accepted treaties relating to the protection of Human Rights; observe conditions of labor not less favorable than those conditions established by applicable laws; not use child or forced labor; and not engage in any activity which amounts to discrimination on the basis of race, ethnicity, color, national origin, sex, disability, veteran status, or age.

10.2 Anti-Corruption.

This paragraph is amended to read:

Both parties represent and warrant to comply with the provisions of applicable anti-corruption laws, including but not limited to the Sapin II Law, the United Nations Convention against Corruption (2005), the U.S Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010.

10.3 Economic sanctions – Embargos.

First sentence is amended to read:

Both parties represent and warrant to comply with any and all restrictions and/or prohibitions of commercial transactions under statute, regulation, rule, or other such rulings published by a governmental entity, including but not limited to the United States, European Union and United Nations.

10.4 Audit rights and Indemnification.

This paragraph is amended to read:

The Buyer and the Seller likewise reserve its right to audit the compliance of the respective other party's activities with the foregoing representations and warranties. In case of breach of any of the above representations and warranties, the other party may suspend or terminate the Contract, at any time, without notice or indemnity. The party subject to termination will, at its own expenses, indemnify and hold the terminating party, its affiliates, officers, directors, employees, agents and third-party sub-contractors, harmless from and against any expense, cost, claim, fine, loss, liability and legal expenses (including attorney's fees, court costs) arising out of or resulting from the acts or omissions of the Seller breaching the above representations and warranties.

13. Termination

This article is amended to read:

The Buyer may terminate the Contract without prejudice to any other of its rights and without liability to the Seller if:

- (i) an event of Force Majeure does or is likely to delay performance more than sixty (60) days, or
- (ii) the Seller is in material breach of its obligations and does not remedy the breach as soon as reasonably possible after Buyer's notice in writing requiring the Seller to do so, or
- (iii) the Seller becomes bankrupt or insolvent or
- (iv) the Seller has failed to deliver the Units of Equipment as per article 7. Delivery.

Likewise the Seller shall be vested the same termination rights.

15 Liability

This article is amended to read:

Each Party hereby agrees to indemnify and keep the other Party harmless against and from all direct costs, direct damages, direct liabilities, causes of action and proceedings of whatever nature, whether based in contract, tort (including negligence), including reasonable legal fees on a full indemnity basis, arising from or in consequence of (i) material breach of its respective obligations under the Contract, (ii) any event which results from any act of any employees acting with gross negligence or willfully, subcontractors acting with gross negligence or willfully of the respective Party or any third party acting on behalf of the respective Party.

16 Limitation of Liability:

The article is amended as follows:

Each party's overall liability in aggregate, shall be limited to one hundred percent (100%) of the Total Contract Price except in case of willful misconduct, gross negligence, death or bodily injury.

17. Force Majeure

The last sentence is amended as follows:

If the Force Majeure event continues for a period exceeding sixty (60) days, the Buyer may terminate the Contract by serving a termination notice.

Intellectual Property: All drawings, specifications, results of calculations, computerized records, manuals, other documents and electronic data furnished by the Seller to the Buyer (herein jointly referred to as "Intellectual Property") shall remain the sole property of the Seller. The Seller herewith grants the Buyer a non-exclusive, nontransferable license to use such material solely for the purpose of its activities.

The Buyer shall not disclose any such material referred to as Intellectual Property to third parties without the Seller's prior written consent. For the purpose of this Contract Intellectual Property shall mean results of all engineering, development activities and the like such as but not limited to:

- patents,
- copyrights,
- trademarks,
- applications for any of the foregoing,
- trade secrets,
- industrial design,
- rights of priority,
- know how,
- design flows,
- any and all other rights protecting intangible proprietary information.

Severability: Should any of the provisions of the present Contract be or become invalid or otherwise unenforceable, the same shall not affect the validity of the remaining provisions. The Parties shall replace the inoperative provision by an operative one coming as close as possible to the economic purpose and effect intended by them.

Subcontracting: The Seller shall have the right to subcontract any part of its obligations pursuant to this Contract, provided that the Seller (i) shall not be relieved of any of its obligations and liabilities under this Contract, (ii) continue to be bound and to abide by the terms of this Contract, and (iii) shall be liable for all work, acts, omissions, negligence or defaults of any of its subcontractors as if such work, acts, omissions, negligence or defaults were the work, acts, omissions, negligence or defaults of the Seller.

Assignment/Transfer: Neither Party shall assign its rights and/or transfer any and all of its obligations under this Contract without the other Party's prior written consent.

Contractual Documents:

The Contract shall consist of the following documents (the "Contractual Documents"):

- (a) This Purchase Order;
- (b) the General Conditions attached as Exhibit A;
- (c) Exhibits B through L(d) Any variation of (a), (b), and/or (c), the contents of which have been approved in writing by the Parties' authorized representatives.

Order of Precedence: In the event of any contradiction or inconsistency between any of the Contractual Documents, the order of precedence shall be the order in which the Contractual Documents are listed above.

Entire Agreement: This Contract constitutes the entire agreement between the Parties in respect of the sale and purchase of the Equipment and supersedes all other agreements, statements, representations or warranties made by or between the Parties or either of them concerning the same. The terms and conditions of this Contract shall supersede any terms and conditions of sale appearing on or referred to in any document issued by the Seller in respect of the subject matter of this Contract.

Exhibits:

- Exhibit A: General Conditions
- Exhibit B: Form of Final Acceptance Certificate
- Exhibit C: Tender Schedule (Price schedule)
- Exhibit D: Tender Schedule (Technical specifications)
- Exhibit E: Tender Schedule (Spare Parts)
- Exhibit F: Technical proposal
- Exhibit G: Project Timetable
- Exhibit H: Commissioning Site Requirements
- Exhibit I: Wear & Tear Parts with Guaranteed Life Time

<p>For BUYER</p> <p>Sotirios Theofanis Chairman of the BoD & Managing Director</p>	<p>Accepted: For SELLER</p>
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Exhibit A: General Conditions

1. Equipment

The Buyer will purchase the Equipment as set out in the Purchase Order.

2. Technical Specifications

The Equipment shall be in conformity with the Technical Specifications.

3. Inspection and Testing

The Buyer and any third party authorized by the Buyer shall, at Buyer's expenses, be entitled to inspect or test the Equipment at any reasonable time. Inspection and testing shall not relieve the Seller of any liability nor imply acceptance of the Equipment. Final testing will be made before the Final Acceptance of the Equipment, on the premises indicated in the Purchase Order.

4. Risk and Title

Title to the Equipment shall pass to the Buyer upon delivery of the Equipment and signature by both Parties of the Final Acceptance Certificate. Risk of loss and damage to the Equipment shall pass to the Buyer upon transfer of title to the Equipment.

5. Insurance

The Seller shall maintain the necessary insurance to cover the risks prior to final delivery as well as the risk caused by the activities of the Seller's technicians.

6. Compliance

The Equipment shall be fit for operation and shall be provided in accordance with good practice and all applicable standards and legislation. The Equipment shall be delivered complete with all instructions, warnings, operating and maintenance manuals and other data necessary for safe and proper operation. The Equipment shall not contain any asbestos or other materials harmful to human health. The Equipment which do not comply with all the above shall be considered to be defective.

7. Delivery

7.1 The delivery date and place shall be the date and place specified in the Purchase Order. The Seller shall furnish such delivery schedules as the Buyer may reasonably require. If the Purchase Order includes the carrying out of tests on the Equipment prior to delivery, then delivery shall not be deemed complete until such tests have been passed to the unconditional satisfaction of the Buyer.

7.2 The Seller shall notify the Buyer if any delivery is likely to be delayed beyond the date specified in the Purchase Order. Failure by the Seller to notify any delay shall entitle the Buyer to terminate, in whole or in part, without liability the Contract and/or to pay compensation to the Seller. Subject to article 13, if any delay so notified does or is likely to exceed thirty (30) days, the Buyer shall be entitled to terminate without liability all or part of the Contract and/or to compensation for any resulting losses.

8. Price and Terms of Payment

8.1 The purchase price and the currency shall be mentioned in the Purchase Order. Unless otherwise stated in the Purchase Order, the Total Price shall be inclusive of the costs of delivery C.I.F. (as defined in Incoterms 2010) to the delivery address stated on the Purchase Order.

8.2 Unless otherwise agreed in writing or imposed by law, payment shall be made by the Buyer against delivery of compliant Equipment together with all documentation within sixty (60) days from invoice date.

8.3 Interest for late payments shall not apply to payments that the Buyer contests in good faith. In all other circumstances, interest shall be equal to three (3) times the Greek legal interest rate, applicable on the payment date and calculated on the amount of the invoice due, as of the day following its due date and until its effective date of payment. The Seller will also be entitled to charge a minimum fee of 40 euros for recovery costs and claim

10.2 Anti-Corruption. The Seller represents and warrants to comply with the provisions of applicable anti corruption laws, including but not limited to the Sapin II Law, the United Nations Convention against Corruption (2005), the U.S Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010

10.3 Economic sanctions – Embargos. The Seller represents and warrants to comply with any and all restrictions and/or prohibitions of commercial transactions under statute, regulation, rule, or other such rulings published by a governmental entity, including but not limited to the United States, European Union and United Nations. The Seller further represents and warrants that it is not identified nor listed by the United States, European Union, or United Nations as a "Blocked Person", "Denied Person", "Specially Designated National" nor is subject to prohibition of commercial transactions under statute, regulation, rule or other rulings published by the United States, European Union, or United Nations. The Seller shall notify the Buyer immediately in the event the Seller or any of its shareholders, directors, officers, employees, subcontractors, or agents, is added to a sanctions list.

10.4 Audit rights and Indemnification. The Buyer reserves its right to compliance of the Seller's activities with the foregoing representations and warranties. In case of breach of any of the above representations and warranties, the Buyer may suspend or terminate the Agreement, a without notice or indemnity. The Seller will, at its own expenses, indemnify the Buyer, its affiliates, officers, directors, employees, agents, party sub-contractors, harmless from and against any expense, cost, fine, loss, liability and legal expenses (including attorney's fees, costs) arising out of or resulting from the acts or omissions of the Seller in breach of the above representations and warranties.

12. Export Control

Each Party further agrees that it shall, and that any party retained or paid by such Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, reexport, distribution and sale of the Equipment, including without limitation U.S. Export Control laws, regulations, policies and executive order as may be amended from time to time. Either Party further agrees that it shall not, and any party retained or paid by such Party shall not, export or re-export the Equipment, directly, or with its knowledge, indirectly, into Sudan, Cuba or Iran or to any other country for which the United States government (or agency thereof) may require an export license or other approval or any country, person or entity to which such export or re-export may be prohibited by applicable United States law, regulation, policy or executive order. Failure to comply strictly with all applicable laws relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this Contract by the non-breaching Party.

13. Termination

The Buyer may terminate the Contract without prejudice to any other of its rights and without liability to the Seller if: (i) an event of Force Majeure does or is likely to delay performance more than thirty (30) days, or (ii) the Seller is in breach of its obligations and does not remedy the breach as soon as reasonably possible, or (iii) the Seller becomes bankrupt or insolvent, or (iv) the Seller has reached the cap of penalties as stated in the Purchase Order.

14. Taxation

Unless otherwise stated in the Contract, any taxes, duties, charges, levies, fees, costs of permits or licenses, third party inspection fees or other sum or burden of fiscal or tax nature requested and the like due or otherwise payable in the country of origin to central or local governments or other authorities or public bodies shall be borne by the Seller and those payable in the country of destination shall be borne by the Buyer.

15. Liability

The Seller hereby agrees to indemnify for and keep the Buyer harmless from and against all losses, costs, claims, damages, demands, liabilities, causes of action and proceedings of whatever

compensation for all remaining reasonable and documented recovery costs.

9. Guarantee

9.1 Unless otherwise stated in the Purchase Order, within a period of five (5) years as of the delivery of the Equipment, the Seller shall remedy any defects or deficiencies of the Equipment, by making all necessary repairs or replacements and such works will be carried out without delay and at the Seller's exclusive cost.

9.2 If within fifteen (15) days of receipt of a demand of the Buyer, the Seller has failed for any reasons to remedy the defect or deficiency, the Buyer may himself undertake or cause to be undertaken any necessary remedial works at the risks and expenses of the Seller.

9.3 Should the defect or deficiency not be successfully remedied, the Seller shall accept the return of the Equipment from the Buyer and refund to the Buyer the amount received by the Seller, indemnify and hold harmless the Buyer for any losses, costs, expenses and liabilities incurred out of or in connection with the Equipment and reimburse the Buyer for all costs and expenses incurred in obtaining replacement of the Equipment.

10. Sustainability and Business Ethics

The Seller undertakes to comply with all applicable laws, regulations and rules including, but not limited to, those relating to competition matters, applicable customs regulations and compliance and ethics mandates set forth below. The Seller shall assure that all of its subcontractors, employees, agents and representatives shall likewise comply with such applicable laws, regulations and rules.

10.1 Sustainability. The Seller represents and warrants to observe internationally accepted treaties relating to the protection of Human Rights; observe conditions of labor not less favorable than those conditions established by applicable laws; not use child or forced labor; and not engage in any activity which amounts to discrimination on the basis of race, ethnicity, color, national origin, sex, disability, veteran status, or age. The Seller represents and warrants to comply with all applicable Health Safety and Environmental regulations, including systematic risk assessment and prevention measures, notably but not limited to the following policies: personal protective equipment, injury/illness management, adequate training and competences, hazardous/dangerous substances management, prevention of significant pollution risks (soil, air, water, etc.), responsible use of materials and energy.

nature including reasonable legal fees on a full indemnity basis, arising from or in consequence of (i) any defect or deficiency of the Equipment, (ii) any act or omission of any employees, subcontractors of the Seller or any third party acting on behalf of the Seller in breach of the Seller's obligations and (iii) any claim that the Equipment infringes the intellectual property rights of a third party.

16 Limitation of Liability

Notwithstanding anything contained herein to the contrary, in no event shall either Party be liable for incidental, indirect, consequential loss to the other Party.

17. Force Majeure

17.1 In this Contract, "Force Majeure" shall have the meaning set out in Article 1218 of the Greek Civil Code.

17.2 Neither Party shall be liable to the other Party for non-performance of its obligations hereunder to the extent such performance is actually hindered or delayed for reasons of Force Majeure.

17.3 If the Force Majeure event continues for a period exceeding thirty (30) days, the Buyer may terminate the Contract by serving a termination notice.

18. Confidentiality

Unless required by law, neither Party shall disclose the terms and conditions of this Contract, nor shall either Party issue a press release and/or otherwise disclose the existence of this Contract to the media or general public, without the express written consent of the other Party.

19. Law and Jurisdiction

19.1 THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH GREEK LAW. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

19.2 ALL DISPUTES ARISING IN CONNECTION WITH THE CONTRACT SHALL BE FINALLY REFERRED TO THE COMPETENT COURTS WITHIN THE DISTRICT OF THE COURT OF THESSALONIKI, GREECE.

Exhibit B: Form of Final Acceptance Certificate

FINAL ACCEPTANCE CERTIFICATE

Date: _____

We [name of the Seller] hereby confirm that the Equipment [Name and ID number of the Equipment] as specified in the contract signed between [●] and [●], dated [●] (the "**Contract**") has been tested in accordance with the testing protocol mutually agreed between the Parties, and found in full conformity with the Technical Specifications set out in Exhibit D of the Contract, and are free and clear from any lien, guarantee, pledge or any other encumbrances of any kind whatsoever.

For and on behalf of [name of the Seller]

By :
Name :
Title :

We [name of the Buyer] hereby confirm that the Equipment [Name and ID number of the Equipment] as specified in the Contract has been checked and found to be in apparent conformity with the provisions of the Technical Specification.

Consequently we confirm Final Acceptance of the Equipment on this date: [●].

For and on behalf of [name of the Buyer]

By :
Name :
Title :