

## **General Conditions of Sale**

### 1. Parties

Atlas Tapes SA a Greek Company with registered offices in Atalanti , Greece, hereinafter referred to as the "Seller" and the person/company/corporation purchasing Adhesive Tapes manufactured / supplied by the seller (the "Goods"), hereinafter referred to as the "Buyer" .

### 2. General

The Seller and Buyer agree that any sale of Goods by the Seller shall be subject to the following General Conditions of Sale (the "GCOS"). In case of any contradiction between present GCOS and the Confirmation of any Order of Goods issued by the seller, the latter shall prevail.

### 3. Delivery Terms

All delivery terms and conditions will be subject to the relevant articles of the Greek Civil Code and latest edition of INCOTERMS 2010, published by the International Chamber of Commerce (ICC), Paris, France.

### 4. Delivery Time

Seller will make all reasonable efforts to meet the agreed delivery dates. Seller will not be held liable for any delay penalties or loss / damage of whatever nature in relation to delay in delivery.

### 5. Damages/Deficiencies/Loss in Transit/Apparent Damages

5.1. Buyer is under obligation to check the state and Quantity of Goods upon delivery and notify in writing the Seller within three (3) business days from the arrival of the Goods at their destination of any quantity discrepancies and/or any apparent damages of the Goods. The buyer shall take all necessary action, in order to properly lodge claims with the involved carrier(s) and the insurance company.

5.2 Seller will not be held liable for any losses of the Buyer as a result of problematic Goods due to improper handling, warehousing or any environmental condition change.

### 6. Insurance

The Buyer shall be obliged to properly insure the Goods from the moment of delivery or in case the risk in the Goods passes earlier (before delivery) to the Buyer.

### 7. Quantity

In every shipment of Goods the net weight mentioned in the relevant invoices of the Seller shall govern. Any weight mentioned on packages or pieces of Goods has no influence on the relevant sale of Goods. A tolerance of +/- 10% on the agreed quantities of Goods shall Apply.

### 8. Payments

The Buyer is not entitled to retain any payment of the price of Goods for any reason whatsoever (including possible relevant claims of the Buyer) or set off any due amount out of the price of the Goods against any claim against the Seller, which (claim) has not been ascertained and agreed upon between the Seller and the Buyer. Interest shall apply to all

delayed payments under any sale of Goods on the basis of the London Interbank Offered Rate (LIBOR) only for receivables in USD and/or the Euro Interbank Rate (Euribor) for receivables in Euros or any other currencies, plus 5% (five percent) for either case.

#### 9. Taxes, Tariffs, Duties & Bank Charges

The Buyer shall pay any taxes, tariffs and duties applicable to this sales of Goods. All commissions and bank charges will be borne by the Buyer.

#### 10. Force Majeure

10.1 The Seller shall not be liable for the delay on the delivery or for a breach of the contract when caused directly or indirectly by force majeure events (such events include but are not limited to any legal prohibition, wars, rebellions, revolutions, strikes or other labour disputes, fire, flood, sabotage, nuclear accident, earthquake, hurricane, epidemic). - circumstances beyond the Seller's control, which do not allow to find labour force, materials, parts, machinery, energy, fuel, transport, authorizations or governmental dispositions.

10.2 The Seller shall promptly notify in writing the end of the force majeure event.

#### 11. Risk

Risk of the Goods shall pass to the Buyer upon agreed delivery thereof. Should the Buyer not accept properly delivered Goods, risk of the Goods will still pass to the Buyer at the moment the Buyer should have taken delivery of Goods as per terms of the relevant sale of Goods or from the notice of load readiness date, in case delivery was delayed by the Buyer's or its carrier fault.

#### 12. Title

Title in the Goods shall pass to the Buyer upon full payment of the price of the relevant Goods. Until the Buyer has made full payment of the price, the Seller shall have the right to retake possession of the Goods and the Buyer undertakes to maintain the Goods' identity as the Seller's property by storing them separately, from other stocks, allow the Seller to inspect the Goods at any time and not to resell the Goods without the previous written consent of the Seller.

#### 13. Defective Products/Quality Claims

13.1 In case of defects, which are not apparent on reasonable inspection of the Goods (as conducted according to art. 5.1 hereof) relevant claims shall be submitted to the Seller within five (5) business days of such defect coming to the knowledge of the Buyer, in any case , not later than twelve (12) MONTHS FROM THE DATE OF DELIVERY OF Goods.

13.2 Any claims submitted to the Seller after the above -mentioned respective periods shall be barred and void.

#### 14. Warranty/Liability

14.1 The Seller warrants that the Goods will conform to agreed specifications.

14.2 In any case the Seller's liability hereunder shall be limited to the invoiced value of the Goods.

14.3 The Seller shall not be liable for any kind of indirect and/or consequential and/or punitive and/or exemplary damages, including but not limited to lost profits, lost savings, loss of use of facility or equipment, regardless of whether arising from breach of contract, warranty, tort, unjustified enrichment, strict liability or otherwise. Neither party hereto shall be liable for damages, that it could not have reasonably foreseen at the time of entering into the relevant contract of sale of Goods.

#### 15. Assignment

The Buyer may not assign any rights or transfer any obligations out of this contract of sale of Goods to any third party without the previous written consent of the Seller.

#### 16. Intellectual Property

16.1 All information, technical standards, technical specifications and procedures provided by the Seller are exclusive property of the latter. No brand licence or patent utilization, or other Industrial or Intellectual Property right, related to the provided technical specifications and to the provided know-how is granted to the Purchaser with the signature of this Contract.

16.2 At the time of the termination of the commercial relationship between the parties or of the execution of this contract, the Purchaser shall promptly return to the Seller all the information, documents and the technical specifications which belong to the Seller.

16.3 The Purchaser shall not use the name, trademark, and other rights related to the Intellectual Property in advertising activities.

#### 17. Law and Jurisdiction

This contract shall be governed by the Greek Law, UN sales law is excluded. Any dispute arising out of this Contract, which cannot be amicably settled between the parties hereto shall be exclusively submitted to competent courts of Athens, Greece. Each party expressly waives any right to punitive, exemplary or treble or treble damages or any other form of damages in excess of compensatory damages and agrees not to seek such damages in any forum, as a result of any dispute, controversy or claim arising out of it, relating to or in connection with this contract, including, without limitation, any dispute regarding its validity or termination, or the performance or breach thereof.

#### 18. Severability

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.