



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (REF A.1.1.21)

DEFINITIONS

(i) **“Seller”** shall mean any of the two below mentioned companies:

- E.J. PAPADOPOULOS S.A.

- GREEK FOOD PRODUCTS S.A

(ii) **“Buyer”** shall mean the person, company or other organization accepting an offer from the Seller to purchase the Goods based on these General terms & Conditions.

(iii) **“Goods”** shall mean all items to be supplied by the Seller and mentioned in the Order.

(iv) **“Order”** shall mean the Buyer’s confirmed proforma invoice issued in writing or placed by email, facsimile or other electronic means of communication incorporating these Terms & Conditions.

(v) **“Contract”** shall mean the agreement made between the Seller & the Buyer following the Seller’s written acknowledgement and acceptance of the Order. The Contract shall consist of the Order, the present General Terms & Conditions of Sale and Delivery and any other documents and conditions specified and mutually agreed in writing.

GENERAL

(i) These General Terms & Conditions of Sale and Delivery apply for all collaboration and business between the Seller & the Buyer regarding the Goods and specify all rights and obligations of both parties.

(ii) All Orders & Contracts are subject to and governed by these General Terms & Conditions. Any other Terms & Conditions partly differing or being contradictive and/or supplementing this document shall not be binding for the Seller, unless acknowledged and accepted in writing.

PRICES, INVOICING & TERMS OF PAYMENT

(i) The prices agreed (hereafter **“the Prices”**) are without VAT and shall be considered as final and binding, only upon Seller’s Order acknowledgement and acceptance, thus constituting the Contract. Any price changes must be confirmed and agreed in writing by both parties.

(ii) All Prices are in Euro currency (€) unless otherwise accepted and specified in writing by the Parties.

(iii) In case of any disagreement between the Parties about the time the Prices became effective, the prices which were valid at the day of dispatch availability shall apply.

(iv) The Seller shall always produce and have ready for dispatch, at the Buyer’s relevant request, such quantities of Goods as agreed according to the Contract.

(v) An Order shall be considered valid, when the Seller’s pro forma invoice is signed by the legal representative of the Buyer or/and any other person having authorization to legally bind the Buyer. Following signature thereof, the Order shall be returned through a formal way of communication



(registered mail or e-mail). No Buyer's Order shall be binding for the Seller, until accepted by the latter in writing. The right to reject any Buyer's Order shall be reserved by the Seller on the condition of reasonable justification.

(vi) All payments shall be made in full without set-off deductions, counterclaim or any other charges. The Seller and the Buyer may settle possible existing mutual obligations, only after relevant prior written communication and agreement.

(vii) All payments shall be performed in accordance with the payment conditions, stated in the "Payment Terms" section of the Contract. Payments shall be made exclusively by relevant transfer to the bank account mentioned in the Contract. Any changes must be previously confirmed in writing by the Seller.

(viii) In case of any Buyer's payment delay as agreed according to the "Payment Terms", the Seller shall have the right to impose a statutory interest for late payment, as defined in the Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions. Until due payment, the Seller can block or stop production or delivery of the Goods' quantities related with the Buyer's pending Contracts, without being obliged to accept any claim made for whatever reason by the Buyer for loss or damage related with such pending Contracts.

(ix) Where the Buyer is required to make an advance payment or provide information necessary for the Goods delivery or dispatch, delivery or dispatch will not be made, until the entire advance payment has been received or the information has been provided.

(x) Invoices will be issued by the Seller and will be addressed to the Buyer at the address stated in the "Sold To" section of the Contract. The amount stated in the "Total Amount" section of the Contract shall be the total value payable to the Seller.

(xi) All bank transaction fees related with the Contract payments shall be born and paid by the Buyer, unless otherwise accepted and agreed in writing by both Parties.

TERMS OF TRANSPORT AND DELIVERY

(i) The Seller will provide the Goods to the Buyer in full accordance with the terms agreed in the respective approved Order. The estimated Goods' availability for dispatch or collection or delivery shall be mentioned in the "Delivery" section of the Contract. Upon confirmation of the exact date of availability for dispatch, collection or delivery, the Seller will accordingly agree in writing with the Buyer. The Goods will be provided based on the terms mentioned in the "Delivery Terms" section of the Contract, applying ICC Incoterms 2020.

In case of the Parties' agreement in the Contract for the delivery of the Goods at the Buyer's premises, such place of delivery will be compulsory. Therefore, the Seller shall be entitled to refuse the delivery of the Goods to a warehouse or such other place not agreed in the Contract.

In case of FOB delivery terms, the Seller may reject cooperation with a forwarder possibly indicated by the Buyer. In case of such rejection, the Seller will accordingly inform the forwarder and the Buyer. The Parties shall make every effort to avoid any further dispute on this matter and will find a commonly agreed solution.

(ii) In case of delivery within the European Union, the Buyer shall provide all information and signed documents related with the proper transportation process, as required by the relevant legislation of the EU. More specifically, the Buyer shall provide the following:

(a) The proforma invoice/Order stamped and signed as mentioned previously,



(b) A copy of the CMR upon Goods' collection, signed by both the assigned transporter's personnel (in most of the cases the driver) and the Buyer's authorized personnel in charge (following delivery inspection). A copy of the CMR must be returned to the Seller in a formally accepted way of communication (registered mail or e-mail). Additionally, in case of EXW delivery terms, the Buyer's assigned transporter personnel (i.e. driver) shall sign a declaration in accordance with EU guideline 2016/112/EK, providing goods transportation details (country of delivery & warehouse destination, Buyer's name estimated date of delivery) and also provide a copy of passport or identity and vehicle registration. Seller may reject the Goods' dispatch in case of transporter's (driver's) non - compliance.

(iii) The Seller will use all reasonable endeavors to deliver the Goods promptly. Though, the Seller does not accept any liability whatsoever for any consequences, expressed or implied, arising from any delay in delivery for whatever reason or for any loss or damage arising out of any such delay.

(iv) The Seller will take every care to ensure that the Goods leave their premises in good quality. However, the Seller can only accept responsibility for any consequences arising from losses or damages in transit where such loss or damage is covered by insurance and the provisions mentioned below, under "Notification of Damage or Loss in Transit", are strictly complied with.

(v) The Seller reserves the right to impose a delivery surcharge followed by related documents of proof for Orders that do not meet initially agreed terms. In case of Delivery Terms "Cash Against Documents" (CAD), if payment in full is not made within a period of two weeks at the latest, following the Goods arrival at the port, the Seller shall have the right, at his discretion and the Buyer shall irrevocably accept, following a further notice period of two weeks, to either return, liquidate, destroy or resell the Goods to any third party buyer (wherever operating), without any other contractual restrictions. The Buyer shall be obliged to accept and pay any extra cost or damage which might arise in such case.

(vi) The Seller is obliged to provide the Goods ready for dispatch or collection or delivered exclusively on standard Euro-pallettes (EUR), on the pre-agreed transport containers and/or other means of transportation. The pallettes will be charged separately and apart from the agreed Goods' prices. The Buyer may, from time to time, return the same quantity of pallettes to the Seller, upon relevant delivery to the Seller's warehouse, according to respective prior written agreement between the Parties. In that case, the quantity of returned and delivered pallettes must be confirmed by both the Seller and the Buyer's assigned transporter personnel, with relevant stamp and signature on all copies of the delivery note. Additionally, a credit note will be issued in the amount calculated by multiplying the number of the delivered pallets with the cost, per pallet initially invoiced by the Seller to the Buyer during the Contract/Order execution.

(vii) The Buyer shall not cancel any confirmed Order without the relevant prior written acceptance of the Seller. In case the Buyer should proceed with a relevant unilateral action, all costs or damages related with the forced handling of the cancelled Order will be invoiced and charged by the Seller to the Buyer.

NOTIFICATION OF DAMAGE OR LOSS IN TRANSIT

The Buyer shall inspect the Goods after delivery. In case of any claim, a written comment shall be made either on the Bill of Lading or on the CMR. The Seller shall not be liable for any damage to shipped Goods, unless the Buyer sends relevant written notice and substantiating evidence within forty-eight (48) hours after the date of delivery, providing adequate proof that such damages result from the default or negligence of the Seller. In such case, the Seller shall respond in writing, within twenty-four (24) hours and either accept or disagree with the Buyer's claims, by providing adequate explanation. In no event shall the Seller be liable for any additional costs, expenses, loss of profit or any other damages incurred



by the Buyer as a result of such damage. In no event shall the Seller be liable for any damage suffered by the Buyer or caused by any carrier or other transport service provider engaged by the Buyer.

TRANSFER OF OWNERSHIP/ TRANSFER OF RISK

(i) The risk of the Goods shall pass from the Seller to the Buyer on collection or delivery, based on the Delivery Terms of the Contract.

(ii) The ownership in the Goods shall pass to the Buyer only upon the latter's payment to the Seller in full, of the total price agreed in the Contract.

WARRANTY & PRODUCT COMPLIANCE

(i) The Seller warrants, that upon collection or delivery of the Goods, their packaging, wrapping and labelling and all their component parts shall:

(a) be of the quantity and description specified in the Contract

(b) comply with the specifications of design, manufacturing, processing and safety

(c) be of satisfactory quality and free of any defects in their materials and workmanship

(d) be approved by relevant analysis, certification or conformance initially requested by the Buyer and accepted in writing by the Seller in the Contract

(e) be manufactured in accordance with good manufacturing practices & legislation.

(ii) Subject to compliance with the Seller's transportation and storage instructions of the Goods, any non-conformity should be communicated by the Buyer in writing and accompanied with substantial evidence, not later than forty-eight hours (48) upon delivery. Otherwise, it shall not be accepted by the Seller.

Irrespective of the Delivery Terms agreed, the Seller reserves the right to request additional proof of transportation and storage shipment conditions (e.g. Temperature data logger, special USB data logger etc) and the Buyer is obliged to provide them.

INTELLECTUAL PROPERTY - TRADEMARKS

The Buyer hereby acknowledges and accepts that all trademarks of the Goods, the Seller's company name and any other Seller's logos used in relation to the Goods, always remain the sole and exclusive ownership of the Seller. When selling the Goods, the Buyer will not use in any way nor include in its company name the trademarks or the name and logos of the Seller, without the latter's relevant prior written consent.

TRANSPORTATION & STORAGE

The Goods shall be stored according to the storage requirements (Temperature & Relative Humidity) mentioned in the related Goods Specifications & Good Practices of Food Products Storage. The temperature in the storage area must not exceed 25°C (and for chocolate products 18°C max) and the relative humidity must not exceed 65%.

The storage areas shall be equipped with functional thermometer and hygrometer, where regular records are kept.



The storage space must be dry, clean, odorless and properly aerated. Further, it is prohibited to store non-compatible materials with food products. Non-conforming finished products must be stored separately and visibly marked.

The design and maintenance of the vehicles and the transportation equipment must ensure that it does not cause lack of food security to the transported food.

Solely means of transport that conform to all safety and hygiene requirements can be used for handling. Handling space must be clean, dry and odorless and all means of transportation must be in good condition, clean, free of pests and odors.

The transport of unpackaged food products (e.g. fruits, vegetables etc) along with the Seller Goods is prohibited. The Buyer shall be responsible for accordingly instructing the transporter engaged by the Buyer.

The Buyer's transporter is prohibited to transport non-compatible materials with food products (e.g. chemicals, pesticides, lubricants, poisons etc.) and/or other materials that could cause a risk to food safety.

The Buyer must secure, that during the transport of the Goods, proper means of transportation will be used, so neither decrease of quality nor any devaluation of the Goods might occur. Especially for truck transportation, box type and not tent type of truck shall be applied.

For chocolate coated products, the temperature in the means of transportation must not exceed 18°C and the relative humidity must not exceed 65%.

DISPUTE RESOLUTION/ APPLICABLE LAW

(i) Each Contract shall constitute the entire agreement between the Parties relating to the subject matter thereof and shall supersede and extinguish all previous agreements, promises, assurances and understandings between the Parties, whether written or oral.

(ii) Any dispute or claim arising out of or in connection with each Contract or the subject matter thereof, shall be exclusively governed by the Greek law. The competent courts of Athens – Greece shall have exclusive jurisdiction thereof.

CONFIDENTIALITY

The Buyer will not in any manner whatsoever either directly or indirectly, disclose or communicate to any third person, firm or entity, any trade secrets or other information concerning any matter relating to the business of the Seller, (all information to be considered as confidential), which may have become known to the Buyer during the course of the activities contemplated under any Contract with the Seller..

Confidential information shall include, without limitations: (i) the General Terms and Conditions for Sale and Delivery and the terms of each Contract (ii) the Seller's marketing, product and brands strategies & business plans, (iii) all communications between the Buyer and the Seller related with their cooperation, (iv) passwords, (v) copies, summaries, reports, presentations, extracts, forms related with the Parties' collaboration.

All confidential information is and shall always remain, the exclusive property of the Seller.



FORCE MAJEURE

The Parties herein are not liable for non-fulfillment of their obligations hereof, where any event of force majeure, as determined by applicable law or the business ethics has impeded the fulfillment of same. In any case, the Party affected by the force majeure event must inform the other Party immediately in writing, regarding the occurrence of same and make every possible effort to limit its effects.

If such event of force majeure should still exist, thirty (30) days after the relevant notification by the affected Party to the other, each Party can terminate this Contract with immediate effect, upon relevant written notification to the other Party, without compensation or indemnification.

FINAL NOTICES

(i) The Buyer shall comply with all custom laws and government regulations and secure all necessary government permits, licenses and registrations in connection with the importation and resale of the Goods. All levies, duties, registration fees and taxes imposed on the Goods or due by reason of importing, storing or reselling, including customs, import documentation fees and other charges such as brokerage fees, are the responsibility of the Buyer unless explicitly agreed otherwise in writing.

(ii) The Buyer shall comply with the following, when performing the Contract.

- (a) **Safety and Health.** The Buyer will make every effort to provide safe working conditions.
- (b) **Child Labor.** The Buyer will not directly or indirectly employ any children, respecting applicable national laws.
- (c) **Business Integrity and Anti-Bribery.** The Buyer will promote honesty and integrity in his business. He will not offer or pay, directly or indirectly, money or anything of value for or on behalf of the Seller for any illegal purpose.
- (d) **Environment and Sustainability.** The Buyer will work to continuously improve environmental impact of its activities.

(iii) The Buyer reassures that when conducting his business, he will fully respect & comply with the General Data Protection Regulation 2016/679 and any other relevant applicable laws as regards the possible use and processing of Personal Data.