

YUNEX SA

1. Placement and confirmation of orders

Orders are considered valid only if they are carried out through YUNEX SA order forms or order confirmation forms. Any variation between YUNEX SA Suppliers' terms of sale and the terms of the present document requires YUNEX SA's prior written approval. YUNEX SA explicitly reserves the right to cancel any order, which is not confirmed in writing within 15 days from reception thereof by Supplier.

2. Timely delivery

A delivery is considered timely when it is carried out within the deadline specified in YUNEX SA's order. Under no circumstances does the acceptance of overdue material renounce YUNEX SA's right for compensation due to late delivery.

3. Software licence

In case of Software delivery, the Supplier grants YUNEX SA a non-exclusive transferable, worldwide unlimited right to use the deliverable and related services, the right to integrate it to other products, which YUNEX SA may further distribute, as well as the right of granting further sublicenses to affiliated or not companies and customers.

4. Acceptance

Any YUNEX SA personnel strikes, as well as any force majeure incidents grant YUNEX SA the right to reasonably adjust the contract, potentially even releasing YUNEX SA without any penalties and even according to YUNEX SA's best judgment releasing YUNEX SA from the obligation to accept the delivery.

5. Price, shipment and risks

The price of purchased goods includes their packing cost, if not otherwise agreed in writing, and the cost of delivery to the location indicated by YUNEX SA (YUNEX SA factories, ware houses, etc. or those of YUNEX SA's customers). The way of loading and shipment of goods must be agreed with YUNEX SA. The Supplier bears the risk of the goods until they are accepted by YUNEX SA. For deliveries which require installation and commissioning or services, the transfer of the risk takes place after signature of the quantitative acceptance certificate by YUNEX SA.

6. Pricing

Pricing is carried out according to the YUNEX SA's order and/or written agreement between YUNEX SA and the Contractor. The billing must be correct, clear and detailed.

7. Guarantee

The acceptance of goods is always subject to quality control and the absence of any manufacture defects, defaults etc. The Supplier grants a warranty of twenty four (24) months if YUNEX SA is the end-purchaser of the deliverables. In case the products are intended for resale, the prescription of YUNEX SA's rights is governed by the articles 560 of the Greek Civil Code. The warranty period starts from the date of reception of the products.

During the warranty period (and in case of defects, defaults, etc. not caused by YUNEX SA) YUNEX SA reserves the right to either 1) request from the Supplier to repair or replace the defective products at no cost for YUNEX SA, unless such an action is impossible or causes disproportional expenses 2) request price reduction or 3) withdraw from the contract unless the defect is immaterial. Cumulatively with the above-mentioned rights YUNEX SA also reserves the right to request compensation for damages not covered through the exercise of the above rights. If a general control is deemed necessary (besides the usual sample control during reception), the expenses shall be borne by the Supplier. In urgent cases (e.g. for avoiding the interruption or delay of production) YUNEX SA explicitly reserves the right to repair any defects, faults,

deficiencies etc. at the expense of the Supplier. The Supplier bears also the risk and cost of return and transport of defective etc. products. The above rights are in addition to any additional rights and protection provided from time to time by the law.

8. Quality assurance

Prior to the placement of any order, the Supplier is obliged to send a sample of the relevant product accompanied by a protocol of specifications, measures and control. The delivery shall be carried out after our written approval of the sample. The delivered products must be totally in accordance with the approved sample. Modifications are permitted only upon YUNEX SA's prior written consent. Blueprints, control specifications, as well as technical terms of delivery constitute a part of the purchase order and/or contract with Supplier and are provided to the Supplier upon request.

9. Material ownership

Products ordered by YUNEX SA, which are manufactured with materials and components provided by YUNEX SA, remain in the ownership of YUNEX SA. YUNEX SA also remains the owners of all products manufactured with materials and components which have been provided by YUNEX SA.

10. Tools, matrixes, samples, etc.

All tools, matrixes (moulds), samples, specimen (models), profiles, drawings, control specifications, documents and standardization forms as well as all products manufactured with the help of the afore-mentioned items are exclusively intended for manufacturing the products ordered by YUNEX SA.

Therefore, their distribution to third parties and their use for manufacturing products for third parties is not allowed without YUNEX SA's prior written consent. All above-mentioned items must be kept safe in order to prevent their spoliation and destruction but also to prevent third parties from having access thereto without YUNEX SA's written consent. YUNEX SA explicitly reserves the right to request the return of the afore-mentioned items at any given time.

11. Spare parts

The Supplier is obliged to ensure the availability of spare parts for a reasonable time period specified by YUNEX SA, which in no event should be less than the life cycle of the Product. Terms and prices can only be modified with YUNEX SA's prior written consent. The delivery of spare parts deriving from the current production is allowed only upon YUNEX SA's written consent. Nevertheless, YUNEX SA shall not accept delivery of spare parts which have an impact on cost or lead to a decrease of the quality of the product.

12. Novation

The contracting partners are not allowed to concede rights or obligations to third parties without the prior written consent of the counter-part.

13. Confidentiality

Supplier and YUNEX SA are bound during all phases of their transaction by confidentiality vis-a-vis third parties, unless the above obligation is waived in writing by the other party. The obligation of confidentiality shall survive completion of the procurement.

14. Code of Conduct for YUNEX Suppliers

The Supplier is obliged to comply with the laws of the applicable legal systems. In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier will take responsibility for the health and safety of its

employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers.

In addition to other rights and remedies YUNEX SA may have, YUNEX SA may have, YUNEX SA may terminate the contract and/or purchase order issued thereunder in case of breach of these obligations by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, YUNEX SA's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by YUNEX SA.

15. Export Control and Foreign Trade Data Regulations

15.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall advise YUNEX SA in writing within two weeks of receipt of the order -and in case of any changes without undue delay- of any information and data required by YUNEX SA to comply with all Foreign Trade Regulations in case of export and import as well as re-export, , including without limitation:

- All applicable export list numbers, including the Export Control Classification Number according to the US Commerce Control List (ECCN); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin; and -upon request of YUNEX SA- Supplier's declaration of preferential origin (in case of non-European suppliers).

15.2 Supplier shall be liable for any expenses and/or damage incurred by YUNEX SA due to any breach of the obligations according to 15.1 unless Supplier is not responsible for such breach.

16. Applicable law and jurisdiction

The Supplies of YUNEX SA are governed by Greek Law. In case of dispute the Courts of the city of Athens are competent.

17. Payments

To a Supplier's bank account upon the communication to YUNEX SA by the Supplier of his IBAN.

Payments are carried out within ninety (90) days upon the issuing of the invoice unless otherwise agreed with the Supplier