

## GENERAL CONDITIONS OF SALE

### 1. Definitions

**BUYER:** the buyer of the Product.

**CONDITIONS:** these general conditions of sale, also available from the website 'www.thyratron.gr'.

**CONFIRMATION OF ORDER:** the written document of Order acceptance, sent by the Seller to the Buyer, containing: the description of the Product/s sold, the Seller's product code (and on request, also that of the Buyer), the quantity, unit price, transport terms, delivery terms and payment terms.

**AGREEMENT:** the agreement drawn up between the Buyer and the Seller for the sale of the Product, completed by means of the exchange of the Order and Confirmation of Order.

**TECHNICAL DOCUMENTATION:** the documentation prepared by THYRATRON ELECTRONIC APPLICATIONS SA. containing the technical data and operative instructions for the use, assembly, installation, maintenance, etc. of the Products, also available on the website 'www.thyratron.gr'. Upon specific request and at the Buyer's expense, the Seller may also supply hard copies of this.

**EX WORKS:** Product delivery conditions according to the international rules 'Incoterms 2000', namely at the Seller's premises unless otherwise established in writing.

**ORDER:** the document sent by the Buyer to the Seller stating the proposed purchase of the Product/s, the relevant identification data and indicative delivery date.

**PARTIES or PARTY:** The Buyer and Seller referred to individually or jointly.

**PRODUCT/S:** Thyratron products branded Thyratron and exclusively devoted to the 'refrigeration, conditioning and retail' sectors listed in the Seller's catalogue and identifiable on the website 'www.thyratron.gr'.

**SELLER:** THYRATRON Electronic Applications SA (Hellas).

### 2. Application and efficiency of the Conditions

**2.1** The Conditions are an integral and substantial part of each Product Sales Agreement. In the event of any discrepancy, they shall prevail over any purchase conditions that may be stated by the Buyer on the Order, unless otherwise agreed in writing by the Parties.

**2.2** The Conditions, available from the website www.thyratron.gr are efficient between the Parties as the Buyer can become aware of such using ordinary diligence upon drawing up the Agreement.

### 3. Orders, Confirmations of Order and Technical Documentation

**3.1** Orders must be in writing. They are considered as accepted by the Seller by transmission of the Confirmation of Order to the Buyer. Order cancellation period is 5 days from Order Receipt. After the cancellation period, the Order is binding and will be invoiced to Buyer on confirmed Delivery Date.

**3.2** The Buyer guarantees that the terms and conditions in relation to each Order and each Confirmation of Order are correct. The Buyer declares that he has carefully examined all the Technical Documentation prior to having sent the Order, and has verified the technical and applicative compliance of his machinery and tools with the Products.

**3.3** The Seller reserves the right to make any changes to the Product Purchase Order where it requires adaptation to meet internal or Community standards, or is altered in such a way that does not prejudice its quality or function, or is replaced with a more recent series with comparable form and/or functions to that replaced.

**3.4** All activities following the sale of the Product, for example, but not intended as an exhaustive list, the installation, assembly and set-up of the Product, according to the Buyer's

demands, is at the exclusive cost, risk and liability of the Buyer. The Buyer must comply in full with all technical-operative instructions set out in the Technical Documentation.

### 4. Price

**4.1** The price of the Product is as established in the price list current as of the date of Order. The price includes packaging costs according to the Seller's standards. Any special packaging required by the Buyer, and approved by the Seller, will be paid for by the Buyer himself. The Price does not include taxes and duties on the sale, customs duties, any other charges and VAT, if due.

**4.2** Without prejudice to alternative written agreements, all prices established by the Seller are ExWorks.

**4.3** The Seller reserves the right to increase the Product price at any time prior to delivery and following notice given to the Buyer. Said increase may be no higher than 5% on top of the current list price and must be intended to cover any increases in costs due to factors independent of his will. These shall include, by way of example and in no way intended as a full list: currency changes on the exchange market, valuation regulations, changes in duties, significant increases in the costs of labour, materials or other production costs, changes in delivery date, quantities of Products or any delays caused by Buyer requirements or the lack of provision of appropriate instructions by the latter.

### 5. Invoicing and payments

**5.1** The Seller shall invoice the Buyer for the price of the Product at the same time as consignment. Should the Buyer fail to collect the Product from the Seller's premises within the terms established by the Agreement, without prejudice to the rights set out by art. 6.3, the Seller shall have the right to issue invoice for the price of the Product at any stage. The Seller may do so following verbal or written notice provided to the Buyer that the Product is available for collection.

**5.2** The Buyer must pay the Product price within the terms specified on the Confirmation of Order and invoice. Payment must be made directly to the Seller's domicile. The Seller shall have the right to receive payment even in the event that the Buyer should fail to collect the Products under the terms and conditions specified on the Confirmation of Order.

**5.3** Should the Buyer fail to make payment within the terms established by the Agreement, the Seller shall have the right to the payment of late payment interest without prejudice to compensation for any greater damages.

**5.4** The Seller shall, in any case, have the right to suspend delivery of Products in the event of default by the Buyer.

**5.5** For payments received from abroad, fund transfer costs from the foreign bank to the Hellenic bank will be paid for in full by the Buyer.

### 6. Delivery, Product collection, handover of risks

**6.1** Unless otherwise agreed, goods will be delivered, with the consequent handover of the risk of damaging and/or deterioration of Products to the Buyer, Ex Works.

**6.2** Delivery terms are fixed by the Seller in the Confirmation of Order.

**6.3** Should the Buyer fail to collect the Product within the delivery terms set forth in the Agreement, or should he fail to provide the Seller with adequate instructions for delivery, without prejudice to the rights described by art. 5.1 above, the Seller shall have the right to request reimbursement by the Buyer of all costs sustained for storage of the Product.

### 7. Buyer commitments

**7.1** The Buyer is the sole party responsible for the choice of Products purchased and for all activities subsequent to sale, namely the installation, handling, assembly, set-up and

maintenance of the Product at the Buyer's premises. These activities must be carried out in full compliance with the instructions given in the Technical Documentation. The Buyer must also be in possession of structures and skills (including technological skills) necessary for the correct use of the Product.

**7.2** More specifically, in order to ensure correct installation and subsequent correct function of the Product, the Buyer must comply in full and diligently with all obligations listed in the Technical Documentation.

**7.3** The Buyer must also comply with and apply all regulations and local rules applicable in the country in which the Product is to be used. These include all those concerning the protection of public health and safety and good commercial practise. Any costs relating to the compliance of the Product with that set out by the legislation of the country in which it is to be used, will be paid for exclusively by the Buyer.

### **8. Guarantees, responsibilities**

**8.1** The Seller guarantees that the Product is free from material faults and flaws of manufacture and complies with the standard technical specifications contained in the Technical Documentation. For Products consisting of supervisor systems, the Seller shall assume no liability for the Product's compatibility with other electronic equipment or other specific processor programmes.

**8.2** The Seller undertakes to guarantee the Products for 2 (two) years as from manufacture, as long as the full price has been paid by the date stated on the invoice or Confirmation of Order, or in any case set out by the Agreement, and as long as any flaws are notified within 1 (one) month of the date on which they are discovered.

**8.3** In the event of a Product found to be faulty whilst under warranty, the Seller undertakes to repair and/or replace such in accordance with the regulations explained hereto, with no prejudice to the Buyer's right to take alternative legal remedies. The Product under warranty, where an initial verification by the Seller takes it to be repairable, may only be repaired at the Seller's establishment. The Seller will also re-complete packaging, regenerating it as new. Should the repair not be economically viable, or should the Seller not be able to guarantee the future reliability of the Product, the Seller reserves the right to replace the Product free of charge, with a new Product.

**8.4** In compliance with the terms and conditions set out by the previous art. 8.2, must request authorisation from THYRATRON to return the material using the [RMA procedure \(Return Material Authorization\)](#), correctly completing the special form and specifying all the required information in detail. The Buyer will receive a response within two (2) working days; in particular the response will indicate the RMA number for all accepted returns and any explanations in case of refusal. The Buyer must send the faulty Product, in its original packaging and/or in appropriate packaging, at his own expense, to the Seller's premises. The item must be sent complete with its original label stating the relevant identification code, serial number, date of manufacture quoting the RMA number received on the delivery documents and making sure the number is clearly visible on the outside of the packaging. Returns failing to meet these criteria will not be accepted at the THYRATRON store.

The Buyer shall invalidate the warranty if the identification label has been removed or damaged. The Seller will only accept the material if coming from the Buyer. As such, distributors or retailers must collect the Product for repair or replacement from their clients, and deliver it to the Seller. The Seller shall carry out all appropriate checks and/or works and return the material within the terms necessary for repair. The Seller will return the Product as quickly as possible and, in any case, in no more than 2 months as from receipt of the return.

This is without prejudice to where additional specific checks are required and in which case, the Buyer will be duly informed of such. The Seller will return the Product repaired under warranty to the Buyer at the Seller's own expense (DDU - Incoterms 2000).

**8.5** It is agreed that the Seller shall accept no liability for Product flaws deriving from the following: failure to comply with the instructions given in the Technical Documentation, tampering, improper use, incorrect installation, incorrect use, negligent maintenance, repairs, changes or alterations made or caused by the Buyer or by unauthorised third parties, extraordinary events such as accidents, abnormal wear of the Product or its components caused, by way of example, by the physical, electrical or electromagnetic environment. More specifically, it is specified that the Buyer shall be the sole party liable for the use of the Products in machines and for activities and applications that differ from those specified in the Seller's Technical Documentation and for all the relevant consequences.

**8.6** With the exception of cases of fraud and serious misconduct, the Seller shall not be held liable for any further contractual or non-contractual damages for such, in any case originating from the Product. This includes, as mere examples and not intended as an exhaustive list, compensation for direct and indirect damages, losses including loss of profits, costs, fees also in relation to the withdrawal of the Product from the market. The Seller's liability is limited to the compensation of an amount not in excess of the price of the Product.

### **9. Return of materials for credit and interventions not covered by warranty**

**9.1** Any return of new material for credit, not covered by cases under warranty, must be authorised by the Seller in advance. In particular, the Buyer request authorisation from THYRATRON to return the material using the [RMA procedure \(Return Material Authorization\)](#), correctly completing the special form available on the THYRATRON website, as described in art. 8.4.

The document accompanying returned goods must mention, as well as the RMA number sent by the Seller, the exact details of the sales invoice, which must also be dated no more than 12 (twelve) months earlier. Products returned within 20 days of delivery will be devalued by 20% as compared with purchase price, for administrative, movement and control fees. Transport costs will be paid for by the Buyer. The returned Product must not show any signs of tampering and must be supplied in its original packaging. If not, in addition to the above-stated write-down, the cost for restoration to new conditions will also be charged. Failure to comply with this art. 9.1 will entail failure to accept the returned Product.

**9.2** Should the Buyer request a Product repair that is not covered by the warranty pursuant to art. 8.2 herein, the Buyer must pay for the delivery and return of the Product to and from the Seller's premises. The repair will be charged to the Buyer. This charge will be inclusive of labour and parts replaced, up to a maximum limit established as 40% of their current list price. Repairs will consist of the regeneration of the Product as new, as long as this is possible and worthwhile. If this is not the case, the Seller will return the Product to the Buyer, without having carried out any work and at no charge.

### **10. Software**

Should the Product include a software application, the use of this software may, as applicable, be governed by specific, separate terms and conditions of a license for use.

### **11. Drawings, technical documents and intellectual property**

**11.1** The Technical Documentation, all drawings, documents and technical specifications, illustrations and information concerning the Product/s delivered and made available by the Seller to the Buyer, may not be used for any purpose other than that for which they have been sent, unless specifically authorised by the Seller. Intended purposes include, for example, installation, use, maintenance and marketing.

**11.2** All information (supplied in any form and format), technical standards, specifications supplied by the Seller described by art. 10.1 are the exclusive property of the latter. No trademark license or license to use patents or other industrial or intellectual property rights relating to the above-stated technical information, know-how, etc., are considered as granted to the Buyer under this Agreement.

## **12. Export conditions**

**12.1** The sale of the Products and basic technology may be subject to export controls, according to various local regulations and laws. Such controls may be performed by the various authorities of each country in which the Products are to be marketed. The Buyer is responsible for complying with the laws, regulations and/or directives governing the import of goods. The Buyer is also responsible for paying duties in the country of destination through to the end customer.

**12.2** The Seller is committed to supplying the Buyer with all information and assistance that can reasonably be requested by the other Party in obtaining authorisations and licenses required by local laws for the products to be exported. He must also take all measures necessary to obtaining the required supporting documents, in a timely manner.

## **13. Force majeure**

The Seller is not responsible for any delays or breaches of contractual obligations where such delay or breach is due to causes independent of his will. These include, as examples and not intended as an exhaustive list, natural disasters, wars, embargo, requirements, legislations added, strikes, production blocks, difficulties in finding raw materials and other essential parts to the production equipment, machinery failures or interruptions to energy supplies.

## **14. Product Quality and Certification Processes**

The Seller's quality management system is certified ISO 9001 in accordance with the purpose specified on the certificate. The Seller's Products are designed and built in accordance with current European standards. Every Product is designed and tested to fall within the limits established by the European standards of reference as concerns electromagnetic compatibility and safety.

Furthermore, many of the Seller's Products are tested and certified by international certification bodies (applicable certification trademarks can be seen on the product identification label).

## **15. Language**

These Conditions have been drawn up in Hellenic and translated into English. Should there be any disagreement or differences between the Hellenic text and the English translation, the Hellenic text shall prevail.

## **16. Applicable law**

The Agreement is subject to Hellenic law. Where the sale of the Product is made in countries other than Hellas, it is specifically agreed that the parties exclude application of the United Nations Convention on international goods sales agreements adopted in Vienna on 11th April 1980 to this Agreement.