

MP ILLUMINATION

MARINOS PATRIKIOS ARCHITECTURAL LIGHTING

TERMS AND CONDITIONS

These Terms and Conditions govern the transactions of **MP ILLUMINATION - MARINOS PATRIKIOS & CO**, central offices at 8 Hadjikiakou Street, 18537 Piraeus and factory/facilities on Pentagion & Tritonos Street, Haidari - Skaramangas, 12462, **Tax Number 093171663**, e- mail: info@mpillumination.com (hereinafter "MP ILLUMINATION") with its customers in the course of its **commercial and manufactural activities**.

Specifically, these terms and conditions apply to the customer's transactions with the company, in any way they are carried out (by telephone, e-mail, fax, etc.).

The visit and use of the services of the website <http://mpillumination.com> presupposes the unconditional acceptance of the following terms and conditions:

1. All documents issued by MP ILLUMINATION on behalf of the customer (indicatively Proforma Invoices, Invoices & Consignment Notes) are also signed by the customer, with the full name of the person who is legally entitled to sign, as well as with the stamp of the legal person or the association of persons or the business in whose name these documents have been issued.

1.1. The customer expressly and irrevocably declares that if the goods are received from a third party indicated by him / her or acting within his / her business or at the place of delivery or receipt of the goods indicated by the customer, the signature of that third party, is considered to have been made by a person who holds the customer's mandate and proxy to do so and that person is entitled to act in the name and on behalf of the customer, even without complying with the relevant formalities (the full name of the person in writing, stamp).

As a result, the customer expressly and irrevocably declares that these signed documents constitute a complete and written proof of the complete and unconditional receipt of the goods and the due price.

1.2. In the case of an international transaction where the customer-buyer has his registered office in a third country outside the European Union, MP ILLUMINATION fulfills its delivery obligations when the goods are made available to the customer at the premises/factory of MP ILLUMINATION (Pentagion and Tritonos Street, Postcode 12462, Skaramangas).

In case of an export, MP ILLUMINATION, at its own expense, undertakes the issuing of attested invoices and the issuing of Certificate of Origin by the Chamber of Commerce of Piraeus.

For possible specific document requirements, the costs are borne by the customer.

Also, shipping of bills of lading by courier is at the expense of the customer.

1.3 In the case of a transaction within Greece, where both parties (MP ILLUMINATION and customer) have their registered offices in Greece, whether this transaction is by telephone, via e-mail, fax, etc. or it is carried out through the factory of MP ILLUMINATION (Pentagion and Tritonos Street, Postcode 12462, Skaramangas), it is expressly agreed that the delivery of the goods by MP ILLUMINATION and their collection take place from the premises / factory of MP ILLUMINATION (Pentagion and Tritonos Street, Postcode 12462, Skaramangas).

1.4 Similarly, in case of a transaction within the European Union where the other party to the contract has his registered office in a Member State of the European Union, it is expressly agreed that the delivery of the goods by MP ILLUMINATION and their collection take place from the premises / factory of MP ILLUMINATION (Pentagion and Tritonos Street, Postcode 12462, Skaramangas).

In all three cases, the goods travel on behalf of and at the risk of the customer. The customer is contracted by a carrier of his choice to transport the goods. The shipping costs are charged to the customer.

In case of a transaction within Greece or within the European Union, it is possible, subject to a specific written agreement between the parties, to agree the delivery of the goods to the place of delivery indicated by the customer.

2. The customer irrevocably acknowledges the full proof of his debt to MP ILLUMINATION from copies of the commercial books of MP ILLUMINATION and from documents lawfully issued by MP ILLUMINATION from its commercial books (customer's debit movement with the total amount owed to MP ILLUMINATION by the customer, issued invoices, acceptance of offers, etc.).

The signed Receipts / Invoices, provided they are accompanied by a signed Consignment Note, constitute a complete and written proof, in particular regarding the receipt of the goods.

3. Retention of ownership: MP ILLUMINATION retains ownership of all products and materials sold and delivered until the customer has fully and completely paid the price and any additional contractual

costs, expenses and costs that may be incurred by him (transport costs, taxes, duties, customs clearance duties etc.).

3.1. Should the customer refuse to purchase goods without a legitimate reason for doing so, MP ILLUMINATION reserves the right to withhold the deposit paid as well as its legal rights.

3.2. The customer is required to take all appropriate measures required to maintain the identifiability of all the goods sold and delivered by MP ILLUMINATION in order to make it possible to recover them or their value, as provided in the case of non-payment of the price and of any costs incurred by the customer.

4. MP ILLUMINATION shall be relieved of any liability for any delay, failure or defective performance of its contractual obligations (execution of orders, delivery, etc.) due to force majeure events, such as (indicatively) accidental or other incidental delays related to transportation of goods, wars, natural disasters, transport problems, general strikes or lockouts, the failure to obtain raw materials on the supplier's responsibility, and any event which is objectively inevitable and beyond the control of MP ILLUMINATION.

4.1. In the event that MP ILLUMINATION is unable to perform the full or partial performance of the contract because of its unintentional inability to do so, according the aforementioned, it has the right to withdraw from the contract in whole or in part or to cancel the orders without the obligation to pay compensation to the customer.

The above applies also if the aforementioned situations also occur in the face of a supplier of MP ILLUMINATION.

4.2. The delivery time starts from date of receipt of prepayment.

5. Right of withdrawal:

Returns of goods will only be accepted if MP ILLUMINATION is informed in writing by the customer and within a maximum time period of **14 calendar days from the date that they have been received.**

The date of receipt of the goods is the date they are delivered by MP ILLUMINATION to be collected from the premises/factory of MP ILLUMINATION (Pentagon and Tritonos Street, Postcode 12462 Skaramangas).

In the case of a transaction within Greece or within the European Union where it has been specifically agreed in writing between counterparties that the goods will be delivered to the place of delivery indicated by the customer, the date of receipt of the goods is the date they are delivered to the place of delivery indicated by the customer.

All goods to be returned will only be accepted if they are exactly in the same condition as they were purchased.

The cost of returning the goods is borne by the customer.

5.1. The right of withdrawal does not apply to cases exempt from the applicable legislation, such as:

A) For products manufactured by MP ILLUMINATION for the customer with its own specifications, MP ILLUMINATION does not accept returns of goods, which are ordered from abroad and within the country after a specialized / customized order of the customer.

B) Where the price of the goods / merchandise has been paid to MP ILLUMINATION at the factory (Pentagion & Tritonos Street, Postcode 12462 Skaramangas) and at the same time they have been collected from the same facilities, as the sale is not considered to have taken place remotely.

5.2 If the right of withdrawal is validly exercised and provided that the product / merchandise has been returned to MP ILLUMINATION, the value of the product / merchandise will be returned to the customer. It is expressly agreed and the customer already provides his irrevocable mandate and consent for this purpose, that MP ILLUMINATION is entitled to withhold from the amount to be returned the return expenses borne by the customer as well as any compensation in case of destruction or decrease in value of the product / goods for wear or damage due to customer actions.

All returned goods, if purchased by traders, should be accompanied by a Consignment- Return Note. For returns of goods purchased by individuals, their relevant purchase document (proof of purchase or invoice) must be provided.

6. The full range of MP ILLUMINATION's products is covered by good performance guarantee, in accordance with the following guarantee terms.

GENERAL GUARANTEE CONDITIONS

a) Regarding the **lighting fittings which are manufactured by MP ILLUMINATION, the guarantee is valid for 3 years** starting from the date of delivery, as this (delivery) is proved by the official documents (Consignment Note) of MP ILLUMINATION.

MP ILLUMINATION warrants the operation of the aforementioned lighting fittings only if the technical requirements for their installation have been adhered to, the lighting fittings are used in an appropriate environment and for the purpose that they are intended.

b) The aforementioned guarantee for the leds and led drivers is **3 years from the date of delivery**, as this (delivery) is proved by the official documents (Consignment Note) of MP ILLUMINATION.

Following a special separate written agreement between MP ILLUMINATION and the customer, the guarantee for the leds and led drivers can be extended up to 5 years, from the date of delivery, as this (delivery) is proved by the official documents (Consignment Note) of MP ILLUMINATION.

c) Any claims by the customer in the context of these guarantee terms must be forwarded in writing to MP ILLUMINATION together with a copy of the purchase receipt/invoice complete with delivery date, description of the fault and number of products that appear to be faulty.

MP ILLUMINATION, has the right, according to its absolute discretion, to arrange either to repair or replace them within a reasonable period of time from the claim.

Returns of faulty products will be accepted by MP ILLUMINATION only if previously authorized in writing, if what is mentioned above is correctly forwarded to MP ILLUMINATION and provided that the products are suitably packed and with transport prepaid.

d) This guarantee does not cover further expenses that may be sustained by the customer consequent to the faulty condition of the products.

MP ILLUMINATION will not bear the cost of collecting the faulty products from customers (including cost of uninstalling them and cost of a potential new installation) and forwarding of replacement products to them.

e) Any responsibility on the part of MP ILLUMINATION is explicitly excluded in the following cases:

- Improper use, and/or improper maintenance of the products.

- If damage or bad operation is caused by work carried out on products without prior written authorization from MP ILLUMINATION (e.g. disassembly, alternations, substitutions, etc.).
- If the quality and performance have been compromised by the addition of accessories not approved in writing by MP ILLUMINATION.
- In case of lack of proper ventilation, overheating of the product during its operation due to the surrounding environment temperature.
- For outdoors lighting fittings made of die cast aluminum¹, in case of corrosion resulting from use of chemicals, fertilizers, herbicides, water with chemical contents, installation in chemically active concrete , installation in highly corrosive environment.
- For inox outdoors lighting fittings², in case of corrosion resulting from contact with harsh chemicals (fertilizers, herbicides, lime, etc).
- In case of defects due to natural wear and tear or damage in transport (such as in case of breakage of the glass or aluminum during transportation or installation), or from any other circumstances beyond the immediate control of the manufacturer or which may occur due to some unexpected event. The customer should arrange insurance of the lighting fittings to cover these dangers.

¹ The outdoors lighting fittings made of die cast aluminum must be cleaned each month with clean water, to avoid dust and salts from accumulating on its surface and to avoid corrosion.

Additionally, on the bottom of the base of the die cast aluminum lighting fittings, installer must necessarily use some insulative material (such as a plastic sheet or other material), in order to avoid the humidity of the ground to affect the base of the lighting fitting.

² The inox lighting fittings must be cleaned each month with clean water or diluted soap, to avoid dust and salts from accumulating on its surface and to avoid corrosion. Solvents or ethylene-based cleaners should not be used. Stainless steel cleaners may be used provided that the relevant instructions are followed carefully.

f) This guarantee, under the aforementioned terms and conditions, also determines the extent of the liability of MP ILLUMINATION, which consists and is limited solely to repair or replace the defective product, provided it is within the guarantee period and at the absolute discretion of MP ILLUMINATION.

MP ILLUMINATION is not responsible for any damage to the customer (Actual Damage, Consequential Damage / Loss of Profit, etc.).

7. PAYMENT CONDITIONS

Payment of orders is made by depositing into the following bank accounts:

A) PIRAEUS BANK Account No: 5103-000-738-508

IBAN: GR 7701721030005103000738508, Beneficiary Name M.PATRIKIOS & CO

B) ALPHA BANK Account No: 253-00-2320-001347

IBAN: GR 0601402530253002320001347, Beneficiary Name M.PATRIKIOS & CO

8. PERSONAL DATA PROTECTION POLICY

The customer declares that he is fully aware of and fully accepts the personal data protection of MP ILLUMINATION, which is posted on MP ILLUMINATION's website <https://mpillumination.com/data-policy/> and forms an integral part of the present terms and conditions.

9. APPLICABLE LAW – JURISDICTION

The invalidity of a term does not invalidate the remaining terms.

For any dispute that may arise as a result of the contract of sale of the products / goods and the resulting guarantee agreement, Piraeus Courts have exclusive jurisdiction and Greek Law is exclusively applicable.