

MP ILLUMINATION

MARINOS PATRIKIOS ARCHITECTURAL LIGHTING

TRANSACTIONS TERMS AND CONDITIONS / GUARANTEE CONDITIONS

GENERAL TERMS

The present Transactions Terms and Conditions shall govern the transactions between the limited partnership under the name “**Marinos Patrikios and Co. Limited Partnership**” and the distinctive title “**MP ILLUMINATION**”, based at 8, Chatzikyriakou Street, in Piraeus, Attica, P.C. : 18535, and having establishments at Pentagion & Tritonos Intersection, in Chaidari – Skaramagkas, P.C. : 12462, with VAT Number : 093171663, e-mail address : info@mpillumination.com (hereinafter referred to, for the sake of brevity, as “the Company”), and its candidate customers and active customers (hereinafter referred to, for the sake of brevity, as “the Customers”), within the framework of the Company’s constructive and commercial activity.

In particular, the present Transactions Terms and Conditions shall apply to any type of communications and transactions (including but not limited to: economic offers etc.) between the Company and its Customers, by any means by which the above-mentioned communications and transactions shall take place (including but not limited to: telephone, fax, e-mail etc.).

ECONOMIC OFFERS

All the economic offers that the Company shall address its Customers shall be in writing and shall be valid for a restricted period of time, as it shall be specifically set out in each economic offer, whereas no obligation shall be produced for the Company to proceed to the signing of a relevant contract with a Customer without the unconditional acceptance of all terms of each economic offer by the Customer, as well as without a relevant notification to the Company concerning the above-mentioned unconditional acceptance of the terms included to each economic offer within the time period expressly defined therein.

Each written economic offer that the Company shall address a Customer shall include a) the Company's products, for which relevant interest has been expressed by the Customer, b) the technical elements and characteristics of the above-mentioned Company's products, c) the prices of the Company's products, as well as additional information concerning order submission procedure, like (including but not limited to) order completion time etc.

The products' technical elements and characteristics mentioned in a written economic offer, i.e. (including but not limited to) product size, dimensions, weight, technical details, images, designs etc., shall be indicative and not binding for the Company.

The prices of the Company's products, as included in the written economic offer that the Company shall address a Customer, shall be set on the basis of the current market prices, in view of the prices set for the Company by its suppliers for the purchase of the above-mentioned products, and shall be subject to amendments, in the cases of unforeseeable factors and force majeure events, like (including but not limited to) rises in transportation costs, insurance factors, taxes, readjustments to foreign currency exchange rates etc.; that means that the above-mentioned prices of the Company's products shall be subject to amendments, on the basis of the amendments that may occur to the current market prices, for which the Company shall bear no responsibility.

The prices of the Company's products, as included in the written economic offers and order confirmations which the Company addresses its customers, shall not include V.A.T.

The delivery time period of the merchandise shall start from the deposit of the advance by the Customer and the sending of the relevant receipt to the Company via e-mail.

Within the framework of the Company's transactions with its customers, Incoterm Ex Works (EXW) shall apply.

ORDERS

Any orders placed by the Company's Customers, either via telephone or in written form, shall be binding for the Company, solely following a written unconditional acceptance of all the terms included in each offer by the Customer, as well as a written confirmation of the submitted order by the Company.

In case a Customer, after having placed an order of products to the Company, as expressly stated above, and having deposited the advance set in the terms of the relevant economic offer, finally refuses to proceed to the purchase of the products that have already been ordered, with no serious reason, the Company shall be entitled to refuse to proceed to the repayment of the advance, without having any obligation to provide any relevant justification for the non-repayment of the advance, all rights reserved.

Without prejudice to any express contrary agreement between the Company and the Customer, which should be established solely in writing, in no way shall the date of delivery of the products that has been agreed constitute a fixed day for the fulfilment of the Company's obligations but it shall constitute an indicative and, by extension, a non-binding date of delivery of the products to the Customer.

In case the Customer suggests the order placed to the Company be completed within a shorter time period than the one mutually agreed at the beginning, the Company shall be entitled to proceed to an adjustment of the product prices, on the basis of any potential expenses that may arise for the completion of the order within the above-mentioned, shorter, time period than the initially agreed one, as suggested by the Customer and accepted by the Company. In any case, the acceptance of the Customer's suggestion for the completion of the order within a shorter time period than the initially agreed one shall not constitute an obligation but a right of the Company, which shall be entitled to refuse to accept the above-mentioned suggestion of the Customer that the order be completed within a shorter time period than the initially agreed one, without any relevant justification.

In case an agreement between the Company and the Customer for partial deliveries of the ordered products is reached (delivery at specific intervals), an agreement that should be established solely in writing, the Company shall be entitled to demand that the Customer

proceed to a payment in full of each part of the order, within a specific number of calendar days following the delivery of the above-mentioned part of the order, also issuing the relevant legitimate accounting document, setting the payment in full of the previous part of the customer's order within the set time limits as a necessary prerequisite for the shipping of the next part of the order to the Customer.

In no case shall a possible overrun of the agreed product delivery dates, for any reason, constitute "a breach of a relevant obligation by the Company", or confer to the Customer - even in the case in which the Customer proceeds to a relevant oral or written notification to the Company, making reference to a breach of a relevant obligation by the Company – the right to ask for damages or proceed to the termination of the agreement or incriminate the Company on any ground.

The placement of an order to the Company shall imply the unconditional, on behalf of the Customer, acceptance of the whole of the contextually applicable terms of the agreement being established with the Company, as well as of the whole of the contextually applicable payment terms, as mentioned analytically in the economic offer that the Company shall the Customer.

FORCE MAJEURE

The Company shall be discharged from any liability for any delay, failure to fulfill its contractual obligations or defective performance of its contractual obligations (order execution, delivery etc.), due to force majeure events, like (including but not limited to) delays in transports, because of an accident or another emergency, wars, natural disasters, problems in public transports, general strikes or counter strikes, failure to obtain raw materials, due to supplier's liability, as well as any other event or incident that shall be objectively inevitable and exceed the control and capability scope of the Company.

In the case of failure of the Company to proceed to a whole or partial performance of its contractual provisions, due to non-fraudulent default, as mentioned above, the Company shall have the right to rescind from the contract, either wholly or partially, or/and cancel the orders placed, without any obligation to pay damages to the Customer.

The above-mentioned terms shall also apply in the case in which the above-mentioned events occur in the person of one or more of the Company's suppliers.

ACCOUNTING DOCUMENTS

All accounting documents issued by the Company (including but not limited to: pre-invoices, invoices, shipping notes etc.) shall be signed and sealed by the Customer and should also transcribe the name and surname of the natural person competent to sign the above-mentioned accounting documents in full. The accounting documents signed in this manner, accompanied by the relevant signed shipping note, shall constitute full evidence regarding the express and unconditional receipt of the products by the Customer, as well as the express and unconditional acceptance of the purchase price of the products by the Customer.

PRODUCT SHIPPING

The Company shall ship the products ordered by the customers, accompanied by the relevant documents on the technical characteristics of the above-mentioned products and their correct use and maintenance. The Customer should read the above-mentioned documents with attention and provide for the correct usage and maintenance of the products.

In the case of receipt of the products by a third person, who has been suggested by the Customer or is activated in the Customer's business or, in general, at the place of shipping or receipt of the products and to whom the Customer has assigned the receipt of the products, this third person shall be considered, through the signing of the relevant accounting documents – invoices, to have a relevant express order and power of attorney by the Customer to act in the name and on behalf of the Customer, even in the case of non-writing of his/her name and surname or non-placement of the Customer's seal on the above-mentioned accounting documents – invoices.

Concerning the receipt of the products by the Customer, the following terms shall apply:

The date when the merchandise are made available for receipt by the Company from its establishments/factory (Pentagion and Tritonos Intersection, P.C. 12462, Skaramagkas) shall be considered as “the date of receipt of the merchandise”.

In particular :

- a) concerning domestic (within the Greek territory) transactions, i.e. transactions between the Company and Customers residing in the Greek territory, regardless of the way in which the above-mentioned transactions are accomplished (including but not limited to : telephone, fax, e-mail, physical presence of the Customer at the establishments/factory of the Company etc.), the establishments/factory of the Company (Pentagion and Tritonos Intersection, Chaidari – Skaramagkas, P.C. 12462) shall be considered as “the place of delivery and receipt of the products”.
- b) concerning transactions within the European Union, i.e. transactions between the Company and Customers residing in the European Union, regardless of the way in which the above-mentioned transactions are accomplished (including but not limited to : telephone, fax, e-mail, physical presence of the Customer at the establishments/factory of the Company etc.), the establishments/factory of the Company (Pentagion and Tritonos Intersection, Chaidari – Skaramagkas, P.C. 12462) shall be considered as “the place of delivery and receipt of the products”.
- c) concerning transactions outside the European Union, i.e. transactions between the Company and Customers residing outside the European Union, regardless of the way in which the above-mentioned transactions are accomplished (including but not limited to : telephone, fax, e-mail, physical presence of the Customer at the establishments/factory of the Company etc.), the establishments/factory of the Company (Pentagion and Tritonos Intersection, Chaidari – Skaramagkas, P.C. 12462) shall be considered as “the place of delivery and receipt of the products”.

In the above-mentioned cases [a), b) and c)], following on from a relevant request from the Customer and a relevant specific written agreement between the Company and the Customer, which shall apply exclusively for the below-mentioned delivery, a provision concerning a specific agreement regarding the delivery of the specific products to a place different from

the establishments/factory of the Company, which (place of delivery) shall be suggested by the Customer, should be made.

The Company may proceed to the issuance of the required attested accounting documents and the relevant certificates of origin from the Commercial Chamber of Piraeus, following on from a relevant request from the Customer and always from a relevant coordination between the Company and the Customer.

In case the issuance of other documents, other than those mentioned above, is considered necessary, the relevant expenses shall be born by the Customer.

In case the Customer wishes the shipping of the shipping notes or any type of document by the Company via a courier company, it shall bear the relevant shipping costs in full.

In all cases of delivery of the products to a place different from the facilities/factory of the Company, following on from a relevant Customer's request, the products shall be shipped under the sole responsibility of the Customer, the only one responsible for the whole coordination of all issues regarding the delivery of the above-mentioned products to a place different from the facilities/factory of the Company and the one bearing the whole of the relevant shipping costs. The Company shall bear no responsibility for any issues that may arise within the framework of the delivery of the products to a place different from the facilities/factory of the Company, as analytically mentioned above.

In the case of a transaction within Greece or European Union, where it has been agreed by the parties that the delivery of the merchandise shall be accomplished to the place of delivery suggested by the Customer, the date on which the merchandise shall be shipped by the Company shall be considered as the date of receipt of the merchandise by the Customer.

RETENTION OF TITLE AND OTHER RIGHTS

The Company shall retain the title of all products and any type of materials that shall be sold and delivered to the Customer up to the full and inclusive payment in full of their price, as well as of any types of supplementary contractual sums, expenses and costs that may be borne by the Customer (shipping costs, taxes, duties, customs clearance rights etc.).

The Customer shall be obliged to adopt all the appropriate measures that shall be demanded, in order for the identity of all the sold and delivered merchandise by the Company to be kept recognizable, so as the reclamation of them or their price to be practicable, pursuant to the terms agreed upon by the parties, in the case of non-payment in full of the price or any other possible expenses by the Customer.

In no case shall the sale of the products to the Customer confer any forms of rights on commercial names, trademarks, patentings, industrial projects and models and, in general, any forms of rights within the framework of Industrial or/and Intellectual Property to the Customer, without prejudice to an express contrary agreement between the Company and the Customer.

PRODUCT CHECKS, REPAIRS AND REPLACEMENTS

The Customer shall be obliged, within fourteen (14) calendar days from the receipt of the products, to proceed to a relevant detailed check of the delivered products, in order to confirm the good condition of the products, as well as the absence of any latent defects of the products. In the case in which it is realized that one or more products are not in good condition or/and need repair or replacement, the Customer shall be entitled to submit a relevant written request for product repair or replacement, as analytically mentioned below.

Any requests for repair or/and replacement of products shall be processed by the Company, only following on from the submission of a relevant written justified check and repair or/and replacement request to the Company by the Customer, within an exclusive time period of fourteen (14) calendar days, starting from the date of the receipt of the products by the Customer. In the above-mentioned written justified request, analytical information concerning the products for which check shall requested should be included. Also, the above-mentioned information should be accompanied by all the necessary technical details, following on from which it shall be concluded, to the satisfaction of the Customer, that the products are not in good condition or/and there is a need of repair or/and replacement of these products by the Company.

In case the above-mentioned check request for the products is accepted by the Company, something for which the Customer shall be notified in writing, the Customer should provide for the immediate shipping of, to the Customer's satisfaction, the products that are not in good condition or/and defective products to the Company, which should also be packaged appropriately, in order to be checked by the responsible technical department of the Company, bearing all relevant shipping and dismantling costs.

Within a reasonable period of time from the receipt of the products to be checked by the Company, the responsible technical department of the Company shall proceed to a technical check of the returned products concerning their good or non-good condition, as well as the presence or non-presence of latent defects of the products.

The acceptance of product repair or/and replacement requests shall lie within the exclusive discretion of the Company, with which, in case the Company proceeds to the acceptance of the Customer's request, the Customer should coordinate concerning all the repair or/and replacement details, always within the framework of good faith and contextually contractual morals applicable and, also, always in line with the availability of the spare parts that shall be required for the completion of the repair, in case the Company decides to proceed to product repair. The above-mentioned acceptance of product repair or/and replacement requests shall be contingent upon the enunciation of an affirmative judgment either on non-good condition of the products or on latent defects of the products and, by extension, on product repair or/and replacement by the responsible technical department of the Company.

In case the responsible technical department of the Company realizes the existence of defects at one or more of the returned products, for the correction of which their repair suffices and their replacement is not considered necessary, the Company shall provide for the timely repair of the defective products, without being bound by the suggestion for replacement that may have been submitted by the Customer. For the details of the above-mentioned repair, a relevant coordination between the Company and the Customer shall always take place, whereas all expenses concerning the shipping of the products to be repaired (including but not limited to: uninstallation, packaging, shipping, transport costs, lifting machinery, personnel salaries, reinstallation etc.) shall be born exclusively by the Customer, who shall also exclusively bear all risks relating to the shipping of the products to be repaired.

The Company shall not bear any burden or risk concerning the process of collection of defective products by the Customer as a whole, the process of their shipping to the Company by the Customer and the process of reshipping of the products to the Customer by the Company.

In case the responsible technical department of the Company realizes the existence of defects at one or more of the returned products, for the correction of which their repair does not suffice, the Company shall provide for the timely replacement of the above-mentioned defective products. For the details of the above-mentioned replacement, a relevant coordination between the Company and the Customer shall always take place, whereas all expenses concerning the shipping of the products to be replaced (including (including but not limited to: uninstallation, packaging, shipping, transport costs, lifting machinery, personnel salaries, reinstallation etc.) shall be born exclusively by the Customer, who shall also exclusively bear all risks relating to the shipping of the products to be repaired.

The Company shall not bear any burden or risk concerning the process of collection of defective products by the Customer as a whole, the process of their shipping to the Company by the Customer and the process of reshipping of the products to the Customer by the Company.

In no case shall the repair or replacement of the defective products, as mentioned analytically above, bring on an exemption of the Customer from the performance of its remaining contractual obligations, stemming from its general transactions with the Company.

Both in the case of product repair and in the case of product replacement, all products to be returned or repaired shall be accepted by the Company, only if they are found to be in the same condition in which they have been bought and are necessarily accompanied by the relevant Product Shipping-Return Note, as well as the relevant purchase accounting documents of the products.

WITHDRAWAL

The issues related to the right to withdrawal of the Customer shall be regulated exclusively by the Greek legislation in effect, without prejudice to the following expressly mentioned exceptions:

- products that have been manufactured by the Company, in compliance with the Customer's standards (tailor-made products);
- products that have been ordered from Greece or abroad, following on from a relevant special/individualized order by the Customer;
- products for which the payment of the price has taken place at the establishments of the Company and that have been received from the establishments of the Company, as, in such case, provisions concerning the selling of products by distance shall not apply.

In order for the exercise of the right to withdrawal by the Customer to be valid, it should take place in strict compliance with the legislation in effect and adopt the written form (constituent form). In the case of a valid exercise of the right to withdrawal by the Customer and under the necessary prerequisite of return of the products in the same exactly condition in which the above-mentioned products have been purchased from the Company, the value of the returned products shall be credited to the Customer by the Company. The above-mentioned terms shall apply subject to the express and unconditional acceptance of the term that, from the above-mentioned amount of money that shall be credited, the Company shall be entitled to withhold the return expenses, as well as additional amounts of money as damages, in the case of a destruction or reduction of the commercial value of the products, due to decaying or damage attributed to Customer's deeds.

GUARANTEE TERMS AND EXCLUSIONS OF LIABILITY

All products produced by the Company shall be accompanied by a guarantee of good operation, as analytically mentioned below.

Guarantee terms, as a total, shall apply under the following prerequisites, without prejudice to the express of the cases of exclusion of liability of the Company, as analytically mentioned below:

- the products are assembled, used and maintained in absolute compliance with both the technical prerequisites of the products and the relevant installation and usage guidelines of the products
- the products are used in a suitable environment and for the purpose for which they are intended;
- the establishment and assembly of the products are accomplished by a specialized technical staff, in absolute compliance with the assembling and establishment guidelines included to the manuals accompanying the products;
- the products are turned on not earlier than thirty (30) minutes after the sun sets, are turned off on a daily basis and are used, on average, four thousand (4,400) hours per year;
- all necessary maintenance work is performed exclusively by a specialized technical staff, in full compliance with the relevant assembling guidelines;
- no exceedance of borderline temperatures and voltages of the products or their subsumption to mechanical loads non-complying to the intended use, as well as the relevant instructions for use of the products, is noticed;
- in the case of detection of defects to one or more products by the Customer, the Customer ensures, with own care and expenses, the maintenance of the defective product/s to the existing condition, for as long time as required, until the completion of all the necessary technical and any other types of checks concerning the suggested by the Customer latent defects of the products by the Company;

- any defective product, including source of light, is stored by the Customer in the case in which it has been received and for the time period demanded until the completion of the performance of the required technical checks concerning the suggested by the Customer latent defects and/or damage by the Company.

In particular, concerning outdoor lighting products, the following additional terms shall also apply:

- outdoor lighting products made from aluminum are cleaned once a month with clean water, with the purpose of prevention of accumulation of dust and furring on the surface of the lighting product and, as a consequence, the prevention of corrosion;
- the establishment of outdoor lighting products made from moulded aluminum is performed following on from the use of an insulating material (e.g. plastic sheet or other material) by the establisher, in order for the humidity of the soil not to affect the lighting product base in a negative way;
- outdoor lighting products made from inox are cleaned once a month with clean water or diluted soap, with the purpose of prevention of the accumulation of dust and furring on the surface of the lighting product and, as a consequence, the prevention of corrosion, without using ethylene dye solvents or cleansers, non-excluding the use of inox cleansers, subject to careful observance of the relevant guidelines;
- maximum day temperature does not exceed sixty degrees Celsius (60°C), when the products are turned off;
- minimum night temperature does not fall below minus twenty degrees Celsius (-20°C), unless otherwise specified at the relevant technical justification;
- maximum night temperature does not exceed forty degrees Celsius (40°C).

Exclusion of warranty

The Company shall be totally exempted from any kind of liability in the following cases:

- non-correct/unsuitable use and maintenance of the products;
- bad operation or damage of the products caused by work carried out to the products without any previous written consent by the Company (including but not limited to: dismantling, conversion, replacement etc.);
- low quality of performance, due to an addition of parts without any relevant written approval by the Company;
- over-heating of products during their operation, because of lack of suitable ventilation;
- damage due to usage;
- destruction during shipping, establishment or usage (e.g. breaking of glass or aluminum during shipping or establishment) or due to any other conditions which either do not fall within the Company's control and competence or may arise from any force majeure event;
- any kind of defects of the products, due to completely random and unforeseen events or/and force majeure events (including but not limited to : electric shocks, heavy weather conditions etc.) and, in general, events that cannot be attributed to a possible defective construction of the products;
- any kind of defects attributed to the use of LED drivers and adaptors / accessories different from the ones suggested by the Company.

Taking all the above into consideration, it shall be suggested that the Customers provide for the relevant insurance of the products being ordered against the above-mentioned dangers.

In particular, regarding outdoor lighting products, as far the exemption of the Company from any kind of liability is concerned, the following terms shall additionally apply:

- aluminum outdoor lighting products: corrosion caused by chemicals, weedkillers, fertilizers, water with chemical content, installation on chemically-active concrete, installation at a corrosive environment;
- inox outdoor lighting products: corrosion caused by chemicals (e.g. fertilizers, weedkillers, lime etc.)

Guarantee Duration

The duration of product guarantee is defined as following:

- concerning the lighting products produced by the Company, the duration of the guarantee shall be defined in three (3) years, starting from the date of the delivery of the products, as shown in the Company's relevant accounting documents and shipping notes.
- concerning LED and LED DRIVER lighting products, the duration of the guarantee shall be defined in three (3) years, starting from the date of the delivery of the products, as shown from the Company's relevant accounting documents and shipping notes. Following on from a relevant written agreement between the Company and the Customer, the possibility for an extension of the above-mentioned guarantee up to five (5) years, starting from the date of the delivery of the products, as shown in the Company's relevant accounting documents and shipping notes, shall be provided.

Other Terms

Within the framework of the above-mentioned guarantee terms, any possible claims of the Customer concerning the above-mentioned guarantee terms should be forwarded in writing to the Company in the form of a written request, accompanied by a copy of the relevant accounting document of the purchase of the products. The above-mentioned written request should include all the necessary purchase details of the products (e.g. product description, date of delivery of the products etc.), an analytical description of the latent defects/damages, as well as the kind of the products presenting a latent defect/damage and the amount of the products presenting a latent defect/damage.

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.).

The guarantee is effective from the date of the invoice of the purchase. MPILLUMINATION has the right to modify or amend the guarantee any time. Any changes of the guarantee are valid for the products invoiced from the date when the amendment was effected.

PAYMENT METHODS

Any transaction with the Company shall be carried out via a deposit to one of the following bank accounts of the Company, without prejudice to an express contrary agreement between the Company and its counterparty:

A) Bank : Piraeus Bank

Account number: 5103-000-738-508

IBAN: GR 7701721030005103000738508

Holder: M. PATRIKIOS & CO. L.P.

B) Bank : Alpha Bank

Account number: 253-00-2320-001347

IBAN: GR 0601402530253002320001347,

Holder : M. PATRIKIOS & CO. L.P.

GDPR

The users of the website and the Customers of the Company shall state, through the use of the present website, that they receive full knowledge and fully accept the Company's GDPR policy, which is available at the Company's website and, in particular, at the following link : <https://mpillumination.com/data-policy/> The above-mentioned GDPR policy shall constitute an integral part of the present Transactions Terms and Conditions.

GOVERNING LAW AND OTHER TERMS

The present Transactions Terms and Conditions, including any amendments to the above – mentioned Terms, shall be governed and completed, whenever necessary, by the Greek and European Law.

In no case shall a possible invalidity of one or more Transactions Terms and Conditions bring about invalidity of the remaining Transactions Terms and Conditions.

Any dispute or claim that may arise both within the framework of the sale of the Company's products and the framework of the product guarantees provided shall be governed exclusively by the Greek Law; in addition, the Courts of Piraeus shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the above-mentioned frameworks.