

## INTRACOM SA TELECOM SOLUTIONS' GENERAL PURCHASING CONDITIONS

### 1 General

1.1 These General Purchasing Conditions attached to the present Purchase Order, constitute the entire contract between INTRACOM SA Telecom Solutions ("Purchaser") and Supplier with respect to the subject matter thereof. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Purchaser's purchasing representative. These terms and conditions, together with such modifications, information relating to price and delivery, attachments and exhibits to the Purchase Order as are accepted in writing by Purchaser, constitute the entire agreement between the Parties; and, unless otherwise agreed elsewhere in writing between the Parties, supersede any prior or contemporaneous written or oral agreements pertaining thereto.

Any of the Supplier's terms differing from or supplementary to these General Terms and Conditions of Purchase shall not be binding for the Purchaser, even if the Purchaser does not expressly contradict or if the Supplier declares that he wishes to supply only on the basis of his own terms. Commencement by Supplier to furnish the materials and/or services hereby ordered shall constitute acceptance by Supplier of this Purchase Order subject to these terms and conditions. In the event that this Purchase Order does not state price or delivery, Purchaser will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Supplier inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to in writing by Purchaser.

1.2 If the Supplier does not acknowledge an order within 3 working days, the Purchaser shall be entitled to withdraw his order.

### 2 Date of delivery, delayed deliveries, place of performance and delivery terms

2.1 Time is of essence. 100 % on time delivery is required. The agreed date of delivery shall be binding. Advance deliveries shall only be permissible with the Purchaser's approval. The date determining punctual delivery, excluding installation or assembly, shall be the date of receipt at the receiving point specified by the Purchaser. The date determining punctual delivery, including installation or assembly, and

services shall be their provision in a condition ready for acceptance testing.

2.2 If the Supplier defaults on delivery, the Purchaser shall be entitled to claim a penalty totaling 2% of the order value for each commenced week of delay up to a maximum of 20% of the order value. If as a consequence of any delay of the Supplier, the Purchaser incurs any additional costs (including but not limited to costs associated with additional work or testing or delays in assembling components), then the Supplier shall in addition to the sums payable as penalty, pay to the Purchaser on demand the amount of such additional costs. In the case of late delivery, the supplier shall also be responsible for any express delivery costs required to make up for the delay. Irrespective of Purchaser's right to the above penalties, Purchaser shall be entitled to cancel the purchase on account of the delay, when, at its discretion, the delay is deemed significant.

2.3 The place of performance for the Supplier's deliveries or services shall be the receiving point specified in the Purchase Order. If no receiving point has been specified or if it does not logically result from the nature of the deliverables involved, the Purchaser's domicile shall be considered to be the place of performance.

2.4 The delivery shall be in accordance with INCOTERMS 2000 ® or INCOTERMS 2010 ®, whichever is agreed upon between the buyer and supplier.

### 3 Shipment and packaging

3.1 The deliverables shall be shipped in proper packaging and by suitable methods. The deliverables shall be packed and marked in accordance with Purchaser's instructions. The Purchase Order and product numbers shall be set out in the shipping documents. Packaging and shipping specifications shall be observed.

All shipping documents such as delivery notes and packing lists shall be enclosed with the shipment. The Purchase Order numbers and the identifications stipulated in the Purchase Order shall be indicated in all documents. An advice note shall be sent to the Purchaser on the day of shipment at the latest.

Any additional costs incurred by the Purchaser due to non-compliance with the above stipulations shall be at the Supplier's expense.

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Shipment of quantities greater than the ones ordered shall not be accepted, and may be returned to the Supplier, at Supplier's expenses, unless it is authorized differently in writing by the Purchaser.

- 3.2 The price shall include the cost of packing or other protection required under normal transport conditions to prevent damage or deterioration of the deliverables while in transit to the Purchaser.

### 4 Prices, invoicing and payment, assignment

- 4.1 The prices stated in the Purchase Order shall be fixed prices and shall not be altered or otherwise modified till full completion of Supplier's obligations under the Purchase Order. The Supplier shall not be entitled to invoice any charges or other additional charges not previously agreed upon by the Parties.

- 4.2 Invoices shall be submitted in duplicate, one marked as original, and shall indicate all identifications stipulated in the Purchase Order for each shipment. Invoices must be mailed immediately to Purchaser after consignment of the goods, unless otherwise specified in the Purchase Order. Individual invoices will be issued for each shipment and each Purchase Order. Invoices that have not been drawn up correctly shall be deemed as not having been submitted.

- 4.3 Payment shall be made by remittance or cheque after acceptance of the goods and receipt of the invoice, within 60 days unless otherwise agreed in writing between Purchaser and Supplier. The deduction of discount shall also be permissible in the case of price setoff or retention due to deficiencies.

- 4.4 The Supplier shall not assign his claims from the Purchaser to a third party nor have them collected by a third party without the Purchaser's prior written approval.

### 5 Warranty

- 5.1 Supplier warrants the materials delivered and/or services rendered on this Purchase Order to be free from defects in workmanship, materials, and design and to be in accordance with all the requirements of this Purchase Order. These warranties shall survive final acceptance and payment. This warranty entitlement shall inure to the benefit of both Purchaser and Purchaser's customers. The

warranty should apply for a period of twenty four (24) months from acceptance of the deliverables by the Purchaser but in any case no more than twenty eight (28) months from delivery to the Purchaser.

- 5.2 The Supplier shall be informed of any defects in writing as soon as they have been discovered in normal business operations.

- 5.3 Defective goods may be rejected, wholly or in part, and returned at the Supplier's responsibility and expenses during the above warranty period. In such cases the Supplier shall be obliged to replace the goods with goods that are free from defects unless Purchaser cancels the purchase, wholly or in part, at its discretion.

If the remedying of the defect or the replacement of the defective item fails or is delayed or refused, the Purchaser shall be entitled to obtain replacement at the Supplier's expense. The Purchaser shall be entitled to deem the remedying of the defect or the replacement as having failed if the first attempt to repair the defect has not been successful. Irrespective of this, the Purchaser shall have the right to obtain replacement in urgent cases and to claim reimbursement totaling the amount of costs not incurred by the Supplier as a result.

### 6 Conformance to specifications, Regulatory compliance

- 6.1 The Supplier shall ensure full compliance with all pertinent statutory, regulatory and law requirements applicable to the goods in the EU as well as laws and regulations of any governmental entity having jurisdiction over the production, transport and/or sale of the goods. The goods shall also fully satisfy the technical, safety, environmental, quality and other requirements set by the Purchaser in the Purchase Order and shall meet generally accepted technical, industrial, commercial, health and safety, environmental, information security and privacy, etc. standards.

### 7 Obligation to warn and to exercise due care

- 7.1 Any circumstances which may jeopardize the agreed delivery dates shall immediately be communicated in writing to the Purchaser to permit arrangements to be made for the further course of action. Such notification shall state the cause of delay and the estimated delivery date and shall not limit Supplier's liability

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according to the Purchase Order or applicable law.

- 7.2 The Supplier undertakes to inform the Purchaser in advance about any changes in design or in the type or composition of the materials used compared with earlier deliverables or services of the same typesupplied to the Purchaser. Such changes shall require the Purchaser's written approval.

### 8 Material / Documentation furnished by Purchaser

- 8.1 Material / Documentation of any type or other data bearing media and software programs made available to the Supplier by the Purchaser shall remain the Purchaser's property and shall be returned to the Purchaser upon request. Such material or documentation must be used solely for the performance of deliveries and services ordered.

### 9 Confidentiality

- 9.1 The Supplier undertakes to treat as confidential any technical, commercial or other business information, data and documents which are not generally known and are received by him as a result of the business relations, and to use them exclusively for the performance of the deliveries and services ordered. The same obligation shall be imposed on any subcontractors.
- 9.2 Any references to the Purchaser's name or trademark by the Supplier in references, announcements and publications shall only be permissible with the Purchaser's prior written consent.

### 10 Spare parts and availability for delivery

- 10.1 The Supplier undertakes to deliver deliverables or spare parts thereof on reasonable terms for the usual period of technical utilization, but for no fewer than 15 years after the last delivery.

If the Supplier discontinues the delivery of deliverables or spare parts thereof within the period specified in paragraph 10.1, the Purchaser shall be given in writing the opportunity to place last orders.

### 11 Special equipment and tooling

- 11.1 Tools or equipment which the Supplier manufactures at Purchaser's expenses for usein Purchaser's Order, will be Purchaser's property and remain at Supplier's custody unless recalled by the Purchaser. Supplier will

maintain and repair such items at its own expense, pay the replacement costs, should any item become lost or unusable, and shall not furnish any item or goods without the prior written confirmation of the Purchaser.

- 11.2 Any special equipment or tooling delivered to the Supplier by the Purchaser for use in the Purchaser's order will be the Purchaser's property and will remain at Supplier's custody until recalled by the Purchaser. The Supplier shall identify, verify, protect and safeguard such equipment/ tooling as long as it remains under Supplier's control and will report to the Purchaser any loss or damage.

### 12 Product Liability

- 12.1 The Supplier shall take necessary steps to protect against Product Liability actions. Non-hazardous and safe materials and components shall be used in products and their approval shall be obtained from applicable authorities (e.g. CE, UL).
- 12.2 Should the goods have a defect, which causes or may cause damage to persons or to any property or to the environment, Supplier shall indemnify and hold the Purchaser harmless from any such losses, damages, suits, claimsor any liabilities.

### 13 Code of Conduct

Supplier shall uphold a code of conduct aligned with the principles of UN Global Compact on human rights, labour, environment care and anti-corruption principles.

The Purchaser requires the Supplier and any of its sub-suppliers to comply with the Purchaser's Code of Business Ethics in the frame of the present General Purchasing Conditions ([www.intracom-telecom.com/about us /Code of Business Ethics](http://www.intracom-telecom.com/about-us/Code-of-Business-Ethics)).

The Purchaser has clear policies, and in the spirit of transparency, supports only companies and their products which fall in line with those policies. This includes respect for the environment, prevention of child labor, compliance with international standards for working conditions, respect for human rights and non-support of internal conflicts in other countries. Suppliers must certify that their products requiring the use of minerals and raw materials have met the above conditions throughout the entire production process (extraction, processing, etc.) and shall have in place controls/mechanisms to verify the origin of materials used. In the case of non-complianceon any of the above the Supplier shall



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notify the Purchaser.

The Supplier and any of its sub-suppliers are responsible for ensuring compliance with the laws prohibiting bribery, active or passive.

In the event the Purchaser finds that the Supplier and/or any of its sub-suppliers do not comply with the Purchaser's Code of Business Ethics, reserves the right to terminate the Purchase Order immediately, due to the fault of the Supplier or of any sub-supplier and to seek compensation for any damage suffered by the Purchaser.

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### 14 Quality and Environmental Standards

Supplier warrants that upholds Quality and Environmental systems according to standards ISO 9001 and ISO 14001, and undertakes to fulfill the requirements specified therein. This is especially applicable for Suppliers who are manufacturers of the goods delivered to the Purchaser or original service providers. Exemption from this condition must be approved by the Purchaser in advance.

### 15 Place of jurisdiction and governing law

15.1 Any dispute in relation with this Purchase Order, if not amicably settled, shall be finally and exclusively resolved by the competent courts of Athens, Greece.

15.2 The laws of Greece shall apply to this Purchase Order.

### 16 Termination

16.1 Termination for Convenience

- (a) Purchaser may by notice in writing direct Supplier to terminate this Purchase Order or work under this Purchase Order in whole or in part, at any time, and such termination shall not constitute default. In such event, unless Supplier shall have defaulted or being in default in performance hereof, Purchaser and Supplier shall have all rights and obligations accruing to it both at law or in equity, including Purchaser's rights to title and possession of goods paid for.
- (b) Supplier shall be reimbursed for actual, reasonable, substantiated and allowable costs, for work performed and goods delivered and accepted to date of termination. Purchaser may take immediate possession of all work so performed and goods delivered and accepted upon written notice of termination to Supplier.
- (c) Supplier's obligations under the warranty, intellectual property, and confidentiality provisions of this Purchase Order shall survive such termination.

16.2 Termination for Default

- (a) Purchaser may, by notice in writing, direct Supplier to terminate this Purchase Order or work under this Purchase Order in whole or in part at any time for breach of any one or more of its terms.
- (b) In the event of Supplier's default hereunder, the Purchaser may exercise any or all rights accruing to it, both at law, or in equity.
- (c) Supplier's obligations under the warranty,

intellectual property, and confidentiality provisions of this Purchase Order shall survive such termination.

- (d) Except for defaults of subcontractors at any tier, Supplier shall not be liable for any failure to perform due to any cause beyond its control and without its fault or negligence and provided that the Supplier has without delay notified such event, stating the reasons and presumed duration. Such causes include acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight and embargoes. The Supplier must also propose suitable countermeasures to avert the consequences.

16.3 In no event shall Purchaser be liable towards the Supplier for any indirect, incidental or consequential damages or losses (including but not limited to loss of income, loss of profit, loss of revenue, loss of use, or loss of data) or for third parties claims, arising out of or in connection with this Purchase Order, whether in breach of contract, tort, strict liability, or otherwise, and whether or not the possibility of such damages could have been reasonably foreseen.

### 17 Proprietary Rights

17.1 Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items supplied to Purchaser by Supplier shall be disclosed to Purchaser on a non-proprietary basis and may be used and/or disclosed by Purchaser without restriction.

17.2 Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items which are (i) supplied to Supplier by Purchaser or (ii) obtained by Supplier and paid for by Purchaser in the performance of this Purchase Order shall be maintained as proprietary to Purchaser by Supplier, shall be used only for purposes of providing goods or services to Purchaser pursuant to this Purchase Order, and shall not be disclosed to any third party without Purchaser's express written consent. All such items supplied by Purchaser shall be promptly returned to it on request or upon completion of this Purchase Order.

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- 17.3 Supplier warrants that the sale, use, or incorporation into manufactured products of all goods, hardware, software, machines, parts, components, services, devices, material, and rights furnished or licensed hereunder which are not of Purchaser's design, composition, or manufacture, shall be free and clear of infringement of any patent, copyright, trade mark, or other proprietary rights. Supplier shall indemnify and keep Purchaser and its customers harmless from any and all expenses, liability, and damages or losses of any kind (including all costs and expenses including attorneys' fees) growing out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Supplier, hereby, agrees to defend. Supplier may replace or modify infringing goods with non infringing goods acceptable to Purchaser of substantially same form, fit, and function so as to remove the source of infringement, and shall extend this provision thereto. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Supplier, at no expense to Purchaser, shall obtain for Purchaser and its customers the right to use and sell said item.
- 17.4 Any invention or intellectual property first made or conceived by Supplier in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Purchaser shall be considered to be the property of Purchaser; and Supplier shall execute such documents necessary to perfect Purchaser's title thereto.
- 18 Inspection / Acceptance**
- 18.1 In order to verify the compliance of the deliverables with the technical specifications, the deliverables shall be subject to first article inspection. by Supplier's Quality Control Services according to a documented inspection procedure. When stated in the Purchase Order, first article inspection will be carried out in the presence and under the supervision of Purchaser's representatives.
- 18.2 Where applicable, the delivered goods shall be subject to incoming inspection at Purchaser's premises. Furthermore, the Purchaser shall be entitled to inspect the goods and the production thereof, including the quality management system, at the premises of the Supplier or of the latter's subcontractor.
- 18.3 Upon Purchaser's request, the Supplier shall furnish a certificate stating that the delivered goods conform to all requirements specified in the Purchase Order.
- 18.4 The repair or replacement of defective or non-compliant inspected deliverables shall be performed by Supplier without delay and in any case no later than seven (7) days from receipt of such defective or non-compliant deliverable by Supplier. The supplier will be responsible for the shipment of the defective or non-compliant goods at his own expense , both to and from the buyers premises In case Supplier fails to perform the repair or the replacement within the above time period, Purchaser shall have the right to apply penalties to the Supplier according to paragraph 2.2 above.
- 19 Miscellaneous**
- 19.1 Payment will be in Euro unless otherwise agreed to by specific reference in the Purchase Order.
- 19.2 Upon Purchaser's request, periodic follow-up meetings shall take place between the Parties in order to evaluate the progress of the works under the Purchase Order.
- 19.3 Upon Purchaser's request, a progress report indicating the status of the works for the Purchase Order shall be submitted by the Supplier to Purchaser at regular intervals. This progress report should contain the following:
- Technical Status
  - Work performed during reporting period
  - Problems encountered during reporting period
  - Corrective actions
  - Milestone schedule delay
  - Scope of following period
  - Other, as agreed between the Parties
- 19.4 Samples may be requested by Purchaser for inspection and approval prior to manufacture or delivery. Delivery of samples and return of them to the Supplier shall be at Supplier's expenses
- 19.5 The Supplier is responsible for obtaining and maintaining any export license(s) required for delivery of the goods to the Purchaser according to the Purchase Order. The Supplier shall issue all other documents reasonably requested by the Purchaser, regarding export and import of the goods.

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- 19.6 The Purchaser may at any time by written change order, make changes in the drawing(s), design and or specifications applicable to the goods covered by this Purchase Order or the method of shipment/ packing and or the place of delivery. If any changes cause a variation in the cost of furnishing the goods covered hereby, the price of such goods shall be changed in the same ratio, following prior written approval of the Purchaser. Supplier shall not make changes in the design or composition of any goods ordered without the prior written approval of the Purchaser.