



AHI CARRIER S.E. EUROPE SINGLE MEMBER S.A.

A Carrier Corporation Joint Venture Company.

Authorized for the distribution of Carrier and Toshiba HVAC products in SEE region.

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General Electronic Commercial Registry (G.E.MI. NUMBER): 002134301000

GENERAL TERMS AND CONDITIONS REGARDING SALES TO COMMERCIAL PARTNERS OF "AHI CARRIER SOUTHEASTERN EUROPE AIR CONDITIONING SINGLE MEMBER SOCIETE ANONYME"

1. The Terms of Sales of "AHI CARRIER S.E. EUROPE SINGLE MEMBER S.A.", hereinafter called "the company", constitute an integral part of the sales agreements of the products to the buyers. The Terms of purchase of the buyers which are contradictive to the Terms of Sales of the company do not bind the company even if it has not explicitly expressed the non-acceptance thereof.
2. The sale agreement is drafted following the order given by the buyer and accepted by the company, either by a specially drafted sale agreement or by an order form of the company, of which the present terms constitute an integral part and which the buyer unreservedly accepts.
3. The buyer is obliged to send the order to the company in writing or via e-mail and must clearly indicate the product as this is stated in the price list, the quantity, and the desired time and place of delivery. The company is bound only for the orders it has accepted in writing. When the products are ready for delivery, the company's department for the distribution of products will notify the buyer immediately of their delivery. If special packaging of products, other than that of the factories, is required, the buyer must timely notify the company's department for the distribution of products to be informed about the possibility and cost of such special packaging.
4. The buyer is obliged to receive the products on the agreed delivery date. In case of non-receipt of the products within 30 days from the above mentioned date at the latest, the company has the right to immediately request the performance of the agreement or compensation for the non-performance of the agreement or to rescind the agreement, in which case any payment made by the buyer shall be forfeited as liquidated damages in favor of the company, without prejudice to the company's right to compensation for further damage. In this case, the company may dispose of the products under sale to another buyer, without any further notice. In the case of storage of the products, the buyer will bear the relevant storage costs.
5. Cancellation of the order:
 - (a) Cancellations of orders must be sent to the company in writing or by e-mail.
 - (b) For products in stock at the company's warehouse and in case the order is canceled after the lapse of 30 days, cancellation fees are imposed at a rate of 10% of the value of the order.
 - (c) For products with special specifications that are not in stock, the following cancellation policy will apply:
 - i. Within 5 working days from the placement of the order, without cancellation fees.
 - ii. After 5 working days from the placement of the order, cancellation fees are imposed at a rate of 50% of the value of the order.



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iii. If the cancellation is effected in less than 3 weeks before loading, the cancellation fees will amount to 100% of the value of the order.

6. The delivery of the products will be made within the time specified in the sales agreement or in the order form unless there are reasons for force majeure or inability regarding the production of the products. The company is not considered in default if it notifies the buyer in writing about the inability to deliver before the determined delivery date. The notification must contain the new delivery date.

7. When the buyer receives the products at the company's warehouse, the transportation of the products out of the warehouse is effected at the expense and the risk of the buyer. When the company transports the products to an agency or the place of work for delivery to the buyer, the costs and risk of transportation are borne by the company. After physical delivery to the project's site or the buyer's warehouses, the responsibility for the safekeeping of the products lies solely with the buyer. Additional costs for urgent shipments, return of products to the company, as well as shipping costs of products for repair, are borne and paid by the buyer.

8. The inspection of the products by the buyer is done upon their delivery by the company or by the carrier. If at the time of receipt a problem is detected in the products, the buyer must immediately notify the company's department for the distribution of products and record the problem in the Delivery Note of the products. In case the problem is not noticed upon receipt but during the installation of the products, the buyer must not proceed with the installation but must immediately notify the company's department for the distribution of products.

9. Returns of products other than those under warranty are not accepted after the lapse of 30 days from their shipment. Unpacked or damaged products due to mishandling are in no case accepted. The company charges the buyer the 10% of the value of the products returned to it without being defective but whose package is opened or damaged in any way, reserving its right for the restitution of any further damage.

10. The products sold are covered by a commercial guarantee in accordance with its terms, provided that they are under normal conditions of use, operation, and maintenance.

11. The price is set in Euro. The price may be set in another currency by an agreement of the parties. In the event that any war conflicts or terrorist attacks affect navigation on the Asia-Europe route and lead to an increase in transportation costs, the company is entitled to submit to the buyer a proposal for a price re-adjustment in order to cover the increase in the cost of transportation of the products resulting from the above mentioned, which the buyer cannot refuse without reasonable grounds.

12. Before the delivery of the products, the entire price must be fully paid in cash, unless an agreement has been made with the company for crediting all or part of the price (payment in installments). If the provision of cheques by the buyer is agreed, said cheques retain their autonomy and the company is entitled to exercise its rights therefrom independently and in parallel with its rights deriving from the present terms. In case of settlement of the price and of non-timely and proper payment by the buyer of any part of the price in accordance with said settlement, the entire remaining balance of the price plus interest and expenses will become due and immediately payable. In this case the company will have, inter alia, the right to rescind from the contract, in which case any payment already made by the buyer will be forfeited as liquidated damages in favor of the company, not excluding its right to compensation for further damage. The company



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has the same rights in the event that the buyer is declared bankrupt or placed in receivership, or is subject to settlement proceedings or to any similar situation or in case of filing of a petition for submission to one of the abovementioned situations. Also, in these cases, the company may withhold the products to be delivered without an obligation of compensation.

13. In case of credit and settlement of the price, it is explicitly agreed that the ownership and possession of the products sold is retained by the company until the full payment of the price and it is transferred to the buyer immediately upon full payment of the price. The buyer receives only possession of the products. During the period of validity of the agreed condition, any act of cancellation or reduction of its effect is prohibited. In case of default of the buyer, the company is entitled either to request the payment of the full price which becomes immediately due or to withdraw from the contract in whole or in part by exercising the ownership rights. It is agreed that the company is entitled to exercise the right of rescission even if it has attempted to collect the price due and this has not been effected. The company reserves the right to inform about the term regarding the retention of title at any time any third party to whom the buyer intends to further sell the products sold to it. In case of rescission, the company is entitled to withhold any installments paid as liquidated damages, not excluding its right to compensation for any damage. In case of credit of the price and late payment, the statutory interest for late payment will be due in accordance with Law 4152/2013.

14. For as long as the buyer does not perform his obligations under these terms and / or the relevant sales agreement, the company is entitled to suspend the performance of its own obligations.

15. The company shall be entitled to charge the amounts paid by the buyer in payment of the individual values of the invoices issued in the order it (the company) will decide.

16. Unless otherwise specified herein, the maximum liability of either party towards the other under the sale agreement is limited to 50% of the value of the sale agreement. This limitation does not apply to either party's liability for personal injury or death. Under no circumstances shall any party be liable for any indirect or consequential damage.

17. Buyer shall indemnify and hold harmless the company, its affiliated entities and their directors, officers, employees, successors and assignors from any lawsuit, claim, costs and expenses for any damages or losses, including incidental or consequential damages or damages to persons or assets or to the environment, for personal injury including death; or for any liability arising from breach by the buyer of any contract or from written warranties/representations thereof, arising from the purchase, use, sale or installation by the buyer or by his associates of the products sold by the company, except in the case of injury to persons, including death, or material damages solely due to a defect in materials of the products and in labor.

18. The buyer is prohibited from assigning the sale agreement or any right or obligation arising therefrom or pledging the rights arising therefrom to any other natural person or legal entity, of private or public law, without the prior explicit written consent of the company.

19. The relationship between the company and the buyer is only a relationship between seller and buyer and the buyer is not a representative or agent of the company and it has no right to contract in its name and create any obligation burdening the company.



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20. If any of the terms of the sale agreement is held to be invalid, the other terms shall remain in full force and effect, as if the invalid term had never been included in the sale agreement.

21. The sale agreement is governed by Greek law. For any dispute arising from or in connection with the sale of the company's products, the courts of Athens (including the Magistrate's Court) are exclusively competent. However, the company has the right of recourse also to the courts of the buyer's registered seat.

22. By the signature of the present terms or/and the specific sale agreement or/and the order form, the buyer is informed and consents with the processing of its personal data, which processing will be effected: a) in compliance with the obligations provided for in the law (including by way of indication, tax and accounting obligations, for the characterization of the contracting parties as suppliers or customers), b) for the management of the agreements, including the handling of payments and invoices, the receipt of products and/or services in the company's premises, c) for the promotion of its products and services, for the forwarding of newsletters, as well as for the conduction of market researches. Also, the Client is informed that its personal data may be disclosed to public authorities if requested or/and transferred within or outside the European Union (e.g. U.A.E.) to affiliated companies of the company and/or third parties in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), for the aforementioned purposes, as well as for compliance with local legislation, following the implementation by the company of the appropriate safeguards. The buyer declares that it is aware of its rights provided in the relevant legal framework. For any relevant information as well as for the exercise of its rights, the buyer may contact the company directly, 18 Kifissou Avenue, Peristeri, Attica, tel: 210.67.96.300, e-mail: data.privacy@ahi-carrier.eu.

23. Force Majeure: In case one of the parties is prevented from fulfilling all or part of its obligations under the sales agreement due to an unforeseen event, which is beyond the control of that party, making it impossible to fulfill its obligations ("Force Majeure Event"), such as, but not limited to, war, terrorist acts, strikes, embargoes, closure of ports, canals, national and international land and sea routes, revolution, insurrection, civil unrest, sabotage, natural disasters such as, but not limited to, fire, flood, earthquake, order or act of an authority (including, but not limited to, an administrative act, rule, regulation or legislation), act of God, epidemic, pandemic, this party is not responsible for the non-fulfillment of these obligations for as long as the Force Majeure Event continues and for all consequences caused by and arising from the Force Majeure Event.

The suspension of the execution of the sale due to a Force Majeure Event is limited to the period during which the effects-consequences of the Force Majeure Event continue. The parties shall make every effort to minimise the consequences of the Force Majeure Event. Upon the occurrence of the Force Majeure Event, the affected party shall immediately inform the other party by e-mail and provide the other party with a written statement in relation to such event within four (4) working days of its occurrence. This written statement shall include a description of the Force Majeure Event and the reasons for the delay or failure to perform the obligations under this contract. The affected party shall notify the other party about the end of the force majeure event within two (2) working days from said end. If the Force Majeure Event lasts more than twenty (20) days, then the parties will make efforts in good faith to find alternative contractual



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arrangements to deal with the consequences of the Force Majeure Event.

24. ANTI-CORRUPTION CLAUSE AND REPRESENTATIONS OF THE CLIENT

24.1 The buyer shall use its best endeavors to ensure that neither it nor any of its affiliations, agent, or other person associated with or acting on behalf of the buyer, (i) uses any of its funds for an unlawful contribution, gift, entertainment or other unlawful expense; (ii) makes any direct or indirect unlawful payment to any foreign or domestic government official or employee from its funds; (iii) violates or is in violation of any provision of applicable antibribery and anti-corruption laws both local and foreign; or (iv) makes any bribe, payoff, influence payment, kickback or other unlawful payment.

24.2 Any substantiated breach by the buyer of paragraph (24.1.) of the present clause will constitute a material breach of the sale agreement and shall enable the comp[any to terminate said agreement with immediate effect and without liability.

24.3 The buyer hereby declares that it is bound by the principles set forth within the company's Code of Conduct or similar policies of the company AHI Carrier, including without limitation those relating to discrimination against employees, bribery of any person or company, of domestic and foreign public officials, protection of international human rights and environmental responsibility.

24.4.1. The buyer hereby represents, warrants and agrees that no money or thing of value has been or will be paid, offered, given or promised by the buyer, his agents or employees, directly or indirectly to:

a) the company, its shareholders or any of its subsidiaries or affiliates (hereinafter in this referred to as "AHI Carrier"), other than the service fee in accordance with the provisions of the sale agreement, or to any directors, officers or employees of AHI Carrier; or

b) any person, firm or corporation, at the direction of or arrangement with AHI Carrier, or with any directors, officers or employees of AHI Carrier; or

c) any political party or official thereof, any candidate for political office, or any officer, employee or agent of any government or instrumentality of any government, for purposes of:

(i) influencing any act or decision of such party, official, candidate, officer, employee or agent, in his or its official capacity, including a decision to fail to perform his or its official functions; or

(ii) inducing any such party, official, candidate, officer, employee or agent, to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist the Client in obtaining or retaining any co-operation with AHI Carrier.

24.4.2. With the reservation of any other provision to the contrary, the sale agreement may be terminated by the company without liability and with immediate effect if the representations and warranties made by the buyer in the present term (24) are no longer valid.

24.4.3. The termination under para. (24.4.2.) above shall be deemed a termination for serious cause and will relieve the company of any obligation to have any further dealings with the buyer under the sale agreement.



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24.5. The company is committed to maintain the highest legal and ethical standards in the conduct of its business. The buyer acknowledges that it has been provided with a copy of the company's Code of Conduct and by signing the sale agreement it warrants that it has read, understood and agrees to be bound by the contents thereof.

25. Confidentiality: It is explicitly agreed that each party, throughout the duration of the sale agreement, as well as following its termination in any way, is obliged to maintain absolute confidentiality and not to disclose to any third party, nor to use for its own benefit (individually and in corporate form) or for the benefit of any third party, any fact, document or information of any nature, of which it became aware or to which it had access during the sale, concerning the interests, operation and activities of the other party, its customers and suppliers, the companies of the group to which it may belong and/or the companies with which the other party cooperates in Greece or abroad, and/or any third party with which the other party is in any way connected (Confidential Information). It is agreed that any party is entitled to reveal Confidential Information:

a) To the extent that it has obtained the written consent of the other contracting party and/or of the person to whom the information relates.

b) If any information is or becomes public information except where this has occurred in violation of the present terms and/or the sale agreement.

c) To the extent necessary for the:

- performance of the obligations arising from the from the present terms and/or the sale agreement
- fulfillment of an obligation imposed by a judicial or other public authority or by a provision of the law
- judicial pursuit of claims that may arise from the present terms and/or the sale agreement

26. Trademarks and Intellectual Property:

1. The company is the owner or licensee of all trademarks, service marks, trade names, copyrights, software, proprietary information and any other intellectual property right used in or related to the products (hereinafter collectively referred to as "Intellectual Property").

2. The buyer is entitled to use the Intellectual Property only in the form, style and manner specified by the company and consistent with the presents terms, or any written or printed documents provided by the company to the buyer and only for the duration of these terms and for the products sold by the company to the buyer in accordance with these terms. Any use of the Intellectual Property by the buyer will be to the benefit of the company. The buyer agrees to protect the Intellectual Property and, to the extent possible, to return it to the company upon termination at any time of termination of these terms. The company may revoke buyer's right to use the Intellectual Property at any time as a result of buyer's failure to comply with the company's instructions on how to use the Intellectual Property. Such revocation may be made in writing or in any other agreed form. The buyer shall immediately discontinue any use of any Intellectual Property upon expiration or termination of the present terms or of any other separate agreement or contract. The buyer agrees to pay all costs, expenses and attorneys' fees incurred by the company to enforce the obligations assumed by buyer under the present clause. The buyer shall promptly inform the company of



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any infringement or alleged or apparent infringement of any Intellectual Property which the buyer believes is having a materially adverse impact on the company's ability to sell the products in accordance with these terms or any other separate agreement or contract, including, but not limited to, infringement of any trademarks or trademarks or any conduct which may be considered to be passing off the products by a third party relating to the products of which the buyer is or may become aware, which has come to the knowledge of the buyer or of which he may become aware.

3. The obligations under this paragraph shall survive the termination of the sale agreement and shall bind the parties for the period of validity of the Intellectual Property Rights.

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