



## General Terms of Delivery of SICK Hellas Ltd (GTD)

Version 01.04.2024

1. Binding nature of these GTD  
All deliveries and services of SICK Hellas Ltd, Greece, registered in the general commercial registry (G.E.MI) no. 2664301000 (hereinafter referred to as "Supplier"), shall be exclusively based on these General Terms of Delivery as well as any contractual provisions separately indicated on Supplier's official business papers. Deviating and supplementary Terms and Conditions of Business of the Purchaser or other contractual provisions provided by the Purchaser shall only apply insofar as the Supplier has expressly agreed to them in writing. By accepting the Supplier's deliveries and/or services, the Purchaser acknowledges the GTD and other contractual provisions evident from the Supplier's business papers. The Purchaser waives the application of his General Terms and Conditions and other contractual provisions provided by him. Otherwise, the Purchaser may not accept the deliveries and/or services of the supplier. These General Terms of Delivery apply to the Supplier's business transactions with other enterprises (i.e. B2B). SICK Hellas Ltd, Sick AG, and all other companies affiliated therewith under commercial law are hereinafter referred to as the "SICK Business Group".
2. Offer – Contract conclusion – Content of contract
  - 2.1 To the extent that offers are not expressly designated as binding, they are submitted without the Supplier's willingness to be bound and merely represent an invitation by the Supplier to the Purchaser to submit an offer. Binding offers of the Supplier must be accepted by the Purchaser within the explicitly specified period or, in case no period is specified, within a reasonable period; otherwise, they shall lose their binding force. Oral or written orders are deemed to be accepted if the Supplier issues a written order confirmation or delivers the ordered goods within a reasonable period of time.
  - 2.2 Drawings, technical specifications and other documents attached to an offer of the Supplier are subject to the Supplier's ownership and copyright; the Purchaser may not make these available to third parties.
3. Scope of supply and services, quality  
The content, quality and scope of the deliveries and services owed by the Supplier are determined by the Supplier's offer, and, in the event the Supplier issued an order confirmation, primarily by such order confirmation. Section 316 of the Greek Civil Code ("GCC") is waived to the extent that the Purchaser must accept the provision of partial deliveries and services from the Supplier insofar as they are reasonable for the Purchaser. If the Purchaser refuses to accept a partial performance or partial delivery, the adverse consequences shall fall upon him in accordance with Sec 340 et seq. GCC.
4. Prices and payments
  - 4.1 Information in price lists and other general price information is updated by the Supplier at regular intervals, but is provided without any binding intention of the Supplier, unless expressly indicated otherwise.
  - 4.2 Prices are quoted in EUR and, unless otherwise agreed, are "Delivered at Place" (DAP) according to Incoterms 2020 (International Commercial Terms), at the delivery address indicated by the Supplier within Greece, plus packaging and shipping costs and all applicable statutory VAT.
  - 4.3 If supplies or services are delivered later than 4 (four) months after the date agreed to at the time when the contract was concluded, the Supplier shall be entitled to calculate new prices based on any changes that may have occurred in the meantime to the list prices and/or to the costs of materials, wages, or other costs. In all cases, the proposed prices are valid only for the individual contract in question. Establishing a fixed price requires express written agreement.
  - 4.4 Costs for packaging, shipping and insurance expressly requested by the Purchaser will be charged separately at the prices valid at the time of the actual occurrence.
  - 4.5 If the Supplier has also assumed responsibility for installation, assembly or commissioning, the Purchaser shall - unless otherwise agreed - bear, in addition to the agreed remuneration for the delivery and performance, all costs or remuneration required for installation, assembly or commissioning according to the price list applicable at the time of performance.
  - 4.6 Invoices for supplies shall be paid without deduction within 30 (thirty) days of the invoice date.
  - 4.7 Invoices for services shall be paid immediately without deduction.
  - 4.8 Payments shall be cashless and must be made via bank transfer to the Supplier's account. The payment date is the time when the amount is credited to the Supplier's account.
  - 4.9 The Purchaser may only withhold payments due to counterclaims or offset them against



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counterclaims if the Supplier has expressly agreed to this in writing.

### 5. Time limits for deliveries and services, delay

5.1 The Supplier shall only owe compliance with periods and deadlines for deliveries and services if and to the extent that the Purchaser has fulfilled the services to be provided by him, necessary preparatory work and obligations assumed on time - in particular, necessary documents (in particular plans), permits and releases (in particular from authorities or authorized third parties) or documents have been duly provided by the Purchaser - and necessary advance and contribution payments by third parties were made and the Purchaser has made all agreed, due payments to the Supplier and any third parties. If these conditions are not fulfilled in time, the Supplier's deadlines and dates shall be extended appropriately. The right of the Supplier to withdraw from the contract by setting a reasonable grace period due to default of payment by the Purchaser (Sec 397 GCC) remains unaffected.

5.2 If compliance with dates or deadlines becomes impossible due to force majeure or other events or disruptions beyond the Supplier's control or ability to manage ("Force Majeure Event"), the dates and deadlines for the Supplier's delivery shall be extended by the duration of the Force Majeure Event, plus an appropriate start-up period. Force Majeure Events include, but are not limited to, severe health risks such as epidemics (e.g. COVID-19) or nuclear radiation; war; terrorist attacks; incomplete, incorrect or late delivery by subcontractors; riots and other comparable threats; labour disputes; shortages of or inability to procure employees, equipment, suitable or appropriate raw materials or transportation facilities and capacities; measures taken by public authorities such as import or export restrictions; and operational disruptions including Force Majeure Events affecting subcontractors and suppliers of the SICK Business Group. The Supplier shall have the right to withdraw from the contract in whole or in part, without being liable for a delay in performance or for non-performance. In general, a merely objective default on delivery by the Supplier shall not trigger any legal obligations for the Supplier.

5.3 Upon request of the Supplier, the Purchaser must declare within a period set by the Supplier - but within fifteen (15) days at the latest - whether he wishes to withdraw from the contract due to the delay on the part of the Supplier, setting a

reasonable period of grace, or whether he insists on delivery and/or performance. Otherwise, the corresponding withdrawal right of the Purchaser to alter the contract (Sec 389 et seq GCC) is precluded and the Supplier may decide whether he wishes to adhere to the contract or withdraw from it. Any obligation on the part of the Supplier to pay compensation for any damage caused by delay and/or non-performance shall be excluded in any case. Supplementary to section 3, it is stated that the Purchaser cannot withdraw from the entire contract due to partial delay.

### 6. Installation and assembly

6.1 Insofar as the Supplier is responsible for the execution of installation, assembly or commissioning, the Purchaser shall at its own expense provide in time:

- a) all supplies and services that are not within the Supplier's industry, such as earthwork, construction and architectural work, etc., including the necessary skilled and unskilled workers, building materials, machines and tools;
- b) the commodities and materials required for installation, assembly or commissioning, such as scaffolding, lifting equipment, wedges, lubricants, fuels, etc.;
- c) Energy and water at the point of use, including connections, heating and lighting;
- d) sufficiently large, suitable, dry and lockable rooms at the assembly site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the Supplier's employees and its subcontractors, including adequate sanitary facilities; furthermore, the Purchaser shall take all measures to protect the property and the employees of the Supplier and its subcontractors at the construction site, which it would reasonably take to protect its own property, in particular guarding;
- e) Protective clothing and protective devices required at the installation site.

6.2 Prior to the commencement of the work, the Purchaser shall, without being asked, provide the necessary information on the location of concealed electricity, gas, telephone, IT, sewer and water lines or similar installations as well as the necessary structural data.

6.3 Prior to commencement of the work, the materials and objects required for the commencement of the work must be available on the installation or assembly site and all preparatory work must have



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progressed so far prior to commencement of the assembly that the installation or assembly can be commenced as agreed after the arrival of the assembly personnel and can be completed without interruption. Access routes and the installation or assembly site must be levelled, cleared and freely accessible.

- 6.4 If installation, assembly or commissioning is delayed due to circumstances for which the Supplier is not responsible, the Purchaser shall bear the reasonable costs incurred for idle times and any further necessary travelling and accommodation of the erection personnel.
  - 6.5 Upon request, the Purchaser shall certify to the Supplier in writing the duration of the working hours of the installation personnel as well as the completion of installation, assembly or commissioning.
  - 6.6 If, after completion of the work produced in accordance with the contract, the Supplier demands confirmation of unconditional acceptance, the Purchaser must declare this in writing without delay, within the period set by the Supplier, but no later than within two weeks. The Supplier's deliveries and services shall also be deemed to have been accepted without reservation if the Purchaser does not send the Supplier a written statement in which at least one complaint is sufficiently substantiated within a reasonable period of time set by the Supplier, but no later than within fifteen (15) days. Acceptance shall in any case be deemed to have been effected when the Supplier's delivery and/or service is put into use, if necessary after completion of an agreed test phase.
7. Transfer of risk
    - 7.1 The risk shall pass to the Purchaser in accordance with the understanding of "Delivered at Place" (DAP) according to Incoterms 2020, but at the latest when the delivery item is made available or handed over or when the delivery and/or service of the Supplier is used by the Purchaser or third parties attributable to the Purchaser. Insofar as the Supplier is also responsible for installation, assembly or commissioning, the risk shall pass to the Purchaser upon delivery of the item to the place of installation or assembly.
    - 7.2 If dispatch of the delivery item, installation, assembly or commissioning is delayed or does not take place for reasons for which the Purchaser is responsible, the risk shall pass to the Purchaser at the time it would have passed to the Purchaser without the delay. If the Purchaser does not accept

the delivery item or any other service of the Supplier, the risk shall still pass to the Purchaser without actual hand-over. In this context, reference is made to section 3, stipulating that the Purchaser must accept partial performance by the Supplier.

- 7.3 At specific request of the Purchaser, the Supplier shall insure the delivery item against theft, breakage, transport, fire and water damage and/or against other insurable risks at the expense of the Purchaser.
8. Warranty

The warranty period is 12 months, unless special warranty periods have been agreed for individual delivery items. This period shall also apply to objects that are inseparably connected with an immovable object as well as to services on immovable objects. For defects of quality and defects of title, the supplier shall provide the following warranty, whereby the presumption of Sec 537 GCC is expressly waived and further claims – except as stipulated in section 10 – are excluded.

    - 8.1 Material defects
      - 8.1.1 The Purchaser must notify the Supplier of material defects in writing without delay.
      - 8.1.2 In derogation of Sec 546 GCC the decision as to whether any defects are remedied by correction or replacement of the defective delivery items or parts thereof or by improvement of the services shall be made by the Supplier. The Purchaser may not refuse to accept deliveries and services on the grounds of minor defects.
      - 8.1.3 The Purchaser must give the Supplier the necessary time and opportunity to carry out the necessary repair work and replacement. If the operational safety of the Purchaser is endangered due to the defect or if major damage is imminent, the Purchaser must inform the Supplier immediately. If the Supplier subsequently declares that it is unable to remedy the defect itself within a reasonable period of time by means of correction or replacement, the Purchaser shall be entitled to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier, in which case the Purchaser shall only be reimbursed for those costs which the Supplier has saved itself by not having to carry out the correction work or replacement itself. Only the cost price for the Supplier is reimbursed. Except in the case of operational hazard or in the case of imminent major damage, the Purchaser is in general not



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entitled to carry out the improvement or replacement work itself or have it carried out by a third party. In the event of the Purchaser's infringement of the aforementioned provision, his warranty rights are precluded and he cannot claim compensation for his expenses. Reference is made to item 8.1.7.

8.1.4 If the correction or replacement does not take place within a reasonable period of time or if it fails repeatedly, the Purchaser may withdraw from the contract. If there is only a minor, but not remediable, material defect, the Purchaser is entitled to a price reduction, only. Apart from this case, the right of the Purchaser to a price reduction is generally waived.

8.1.5 Of the costs incurred by the correction work or replacement delivery, the Supplier shall bear the costs owed by law, provided that this does not lead to a disproportionate burden on the Supplier. So-called business-as-usual costs of the Purchaser shall not be borne by the Supplier.

8.1.6 The Purchaser is not entitled to claims for material defects in the following cases in particular: Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, use of unsuitable operating materials and/or spare parts not originating from the Supplier, electrochemical or electrical influences - unless the cause is in each case attributable to the Supplier.

8.1.7 If the Purchaser or a third party carries out improper repairs, the Supplier shall not be liable for the consequences arising therefrom. This also applies if changes are made to the delivery item without the prior consent of the Supplier.

8.1.8 As regards damage claims, section 10 applies. Further claims against the Supplier due to a material defect are excluded.

### 8.2 Defects of title

8.2.1 If the use of the delivery item leads to an infringement of industrial property rights or copyrights, the Supplier shall, at its own expense, generally procure the right of use for the Purchaser or modify the delivery item in a manner acceptable for the Purchaser to ensure that an infringement of the property rights no longer exists.

8.2.2 If this is not possible under economically reasonable conditions or within a reasonable period of time, the Purchaser is entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract.

8.2.3 In addition, the Supplier shall indemnify the Purchaser against undisputed or legally established claims for infringement of property rights.

8.2.4 The aforementioned obligations of the Supplier shall only exist insofar as

- the Purchaser immediately notifies the Supplier in writing of any claims asserted by third parties, and
- the Purchaser does not acknowledge the infringement, and all defensive measures are reserved to the Supplier, and
- the Purchaser is not responsible for the infringement of the property right, and
- the infringement was not caused by special instructions of the Purchaser or an application not foreseeable by the Supplier, and
- the infringement has not been caused by the fact that the delivery item or the performance of the Supplier has been modified by the Purchaser or is used together with a product not delivered and/or not specifically approved by the Supplier.

8.2.5 In the event of other defects of title, clause 8.1 shall apply accordingly.

8.2.6 In all other respects, Section 10 shall apply to claims for damages; further claims against the supplier due to a defect of title are excluded.

### 9. Exclusion of guarantees and challenges

9.1 Information in catalogues, product descriptions, data sheets, quotations, drawings or other documents about dimensions, quantity, color, use, technical data and other properties, in particular about availability, reading rates, measuring accuracy etc., do not describe - unless expressly agreed otherwise in writing - any guarantees (quality or durability guarantees). Nor do they determine the content of the agreement between the Supplier and the Purchaser. Insofar as Sec 559 GCC orders the contrary, this provision is expressly waived.

9.2 In the event of non-compliance with the warranted characteristics, the Purchaser may only assert the rights described in section 8 and 10 against the Supplier. Additional rights are expressly excluded, in particular warranty and claims for rescission and adjustment due to mistakes (, shortening by more than half and cessation of the basis of the transaction.

### 10. Liability and compensation



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- 10.1 The Supplier can only be held liable by the Purchaser for damage caused by the Supplier intentionally or through gross negligence or for personal injury.; for all other forms of fault, compensation for damages is excluded or limited to the maximum extent permitted by applicable law. If exclusion is not permitted, then compensation for all forms of fault shall be limited to no more than the amount of the payment due to the Supplier for the transaction in question, or to the minimum amount permitted by law. Compensation for indirect damages such as consequential damages, and in particular consequential damages caused by defect, damages from loss of profit, interruption of business and production downtime, loss of data and information, unrealised savings, loss of interest and financing costs, and for damages from third-party claims against the Client is excluded in all circumstances to the extent permitted by law. If contractual penalties have been agreed to, then any further claims against the Supplier for any reason whatsoever are excluded.
- 10.2 The burden of proof for the existence of gross negligence or intent lies with the Purchaser.
11. Compensation with regard to third parties  
The provisions mentioned under sections 8 to 10 shall also apply in favor of subsidiaries, suppliers, licensors and other vicarious agents of the Supplier. The contract between the Supplier and the Purchaser shall not have any protective effect in favor of third parties.
12. Retention of title
- 12.1 The Supplier is not obliged to make any advance payments to the Purchaser. If the obligation to pay the remuneration is (partially) deferred, the delivered goods remain the property of the Supplier until all claims in connection with the delivered goods have been paid in full. The Purchaser is obliged to inform third parties of the existence of the reserved property of the Supplier, to designate the reserved goods accordingly and to inform the Supplier immediately as soon as third parties claim rights to these reserved goods or judicial or official coercive measures are taken or applied to these goods or otherwise the property of the Supplier could be endangered. In such cases, the Purchaser shall provide the Supplier with all information and documents necessary to enable the Supplier to protect and defend its property rights against third parties, and the Purchaser shall indemnify and hold the Supplier completely harmless.
- 12.2 In the event of a breach of contract by the Purchaser, in particular default of payment, the Supplier may demand the return of the goods. The assertion of the claim for restitution is not to be understood as a withdrawal from the contract. If the Purchaser has not paid the remuneration in full, he shall have no right of possession or retention vis-à-vis the Supplier which could be held against the Supplier's claim for return. The goods are only to be handed over to the Purchaser step-by-step against payment of the purchase price/wage. Until payment is made, the Supplier is also entitled to exploit the goods. Any further compensation for damages remains unaffected by this.
- 12.3 In the event of the sale of the goods subject to retention of title, to which the Purchaser is entitled exclusively in compliance with all the following provisions, the Purchaser hereby assigns by way of security to the Supplier without reservation the claims arising from the resale of such goods with all subsidiary agreements (assignment in advance) until all claims from the purchase contract/contract for work and services have been paid. The Supplier accepts this assignment. The Purchaser as reseller is obliged to inform his debtor (buyer) of the assignment. In addition, in the event of resale, the Purchaser is obliged to mark the assignment unalterably and permanently visible in his accountancy books, in particular in the list of "open items", so that it is evident from the books which claim was assigned to the Supplier and when. The Purchaser as reseller further undertakes, at the request of the Supplier, to disclose all open claims from the sale of goods subject to retention of title together with the associated debtors and to grant the Supplier access to the business records for checking the book entries. Subject to revocation, the Purchaser is authorized to collect the claims assigned to the Supplier. This authorization to sell and collect shall automatically expire upon the opening of insolvency proceedings against the assets of the Purchaser or a deterioration of his economic situation.
- 12.4 Prior to full payment of the remuneration, the Purchaser is prohibited from processing the reserved goods, altering them or combining them with another movable object. If the Purchaser violates this prohibition, the Supplier shall acquire sole ownership of the resulting total object.





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- 12.5 If the resold goods that are subject to retention of title become a dependent component of a property, the Purchaser shall assign his claims to the Supplier to secure the claims of the Supplier arising from the purchase contract/contract for work and services. The Supplier accepts the assignment. The Purchaser shall be subject to the obligations set out in clause 12.3 (third-party debtor notification, book entry, obligation to provide information).
- 12.6 If the value of the security exceeds the claims of the Supplier against the Purchaser by more than 10%, the Supplier is obliged, at the request of the Purchaser, to release securities of his choice to the corresponding extent.
13. Special terms and conditions for digital solutions
- 13.1 If the scope of service and delivery includes firmware, then the Supplier grants the Purchaser a non-exclusive, non-sublicensable right to use the delivered firmware and documentation, without time limitation and only transferrable together with the supply item. This right of use is valid only for the contractually agreed purpose of use. The Purchaser is not authorised to modify, reverse-engineer, decompile or separate parts from the firmware. "Firmware" is software that is embedded in a supply item, where it provides basic functionality. For software other than firmware that is installed and operated locally or within the Purchaser's area of responsibility (on-premise software), the General Terms and Conditions for the Supply of Software Products ("AVB Software SICK", available online at [www.sick.com](http://www.sick.com)) shall have precedence of application. For software and services provided for online use, the General Terms and Conditions for Software as a Service ("AVB SaaS SICK", available online at [www.sick.com](http://www.sick.com)) shall have precedence of application. If software or firmware from other providers (third-party software) are transferred to the Purchaser, the Supplier grants no further rights of use to the Client than the rights granted to the Supplier by the third party.
- 13.2 The Purchaser shall take appropriate precautions (e.g. with daily data backups, error analysis, regular reviews of data processing results) for the possibility that the firmware may not work properly, in whole or in part. Unless expressly indicated otherwise in advance by the Purchaser, the Supplier may assume that all of the Purchaser's data with which the Supplier may come into contact is backed up. This also applies for any settings and parameters, especially in connection with the installation of updates (e.g. bug fixes, patches, updates, upgrades, etc.) to the firmware.
- 13.3 The Purchaser shall immediately install all firmware updates that are provided at no cost. The Purchaser shall indemnify the Supplier against any damages, expenses and claims (including claims from third parties) arising from non-compliance with this requirement.
- 13.4 Unless expressly agreed otherwise, such updates shall be provided at [www.sick.com](http://www.sick.com). A separate notification to the Client is not required.
- 13.5 The right of use for the prior version of the firmware expires upon installation of an update.
- 13.6 If open-source software is provided to the Purchaser, the OSS licence conditions shall apply additionally and with precedence over the provisions of Section 13.1 with regard to the granting of rights. If applicable OSS licence conditions require source code to be provided, the Supplier shall make it available upon written request, and upon payment of shipping and handling costs if necessary. The Supplier shall inform the Purchaser of its use of the open-source software and of the associated OSS licence conditions, and shall make the OSS licence conditions available to the Purchaser if the licence conditions require it.
14. Export
- 14.1 In its use, sale or other provision of SICK Goods, the Purchaser undertakes to comply with all customs and export control regulations, foreign trade laws and sanctions applicable to each business transaction. "SICK Goods" within the meaning of this contract designates the goods, software and technologies provided by the Supplier, including services.
- 14.2 The Purchaser confirms that it is not directly or indirectly controlled by, owned by, or under the joint control of any person, organisation or company that is included on a sanctions list. The Purchaser shall inform the Supplier immediately of any changes in this regard.
- 14.3 The Purchaser undertakes to make all information available that is reasonably requested by the Supplier for purposes of export compliance, including, but not limited to, information about the end user, the final destination site, and the intended final purpose of use. No business transaction shall be binding on the Supplier until all export authorisations and other authorisations required for the given business transaction have been granted. The Supplier shall not be liable for delays or non-performance for which the



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competent authority or the Purchaser is responsible, notwithstanding the Supplier's confirmation of an order or delivery plan.

- 14.4 The Purchaser fully indemnifies the Supplier and the SICK Business Group against all claims asserted by public authorities or other third parties with regard to non-compliance with a provision of this "Export Compliance" clause and undertakes to compensate it for all damages and expenses arising in this context.
  - 14.5 The Purchaser agrees not to use, sell, or otherwise supply any SICK Goods (i) for use in connection with the development, manufacture, handling, operation, maintenance, storage, position finding, identification or distribution of weapons of mass destruction or projectiles for such weapons, and/or (ii) for use in weapons and/or weapons systems.
  - 14.6 The Purchaser shall not sell, export or re-export, directly or indirectly, any SICK Goods to the Russian Federation or for use in the Russian Federation. The Purchaser undertakes to take appropriate measures, in particular with regard to possible resellers, to ensure that SICK Goods are not re-exported to the Russian Federation or for use in the Russian Federation. Thus, the Purchaser shall provide all information requested by SICK with regard to the provisions set forth in this GT, information about the end user, final destination and intended end use of "SICK Goods" within the meaning of this contract are goods, software, technology and all kinds of services provided by SICK.
  - 14.7 If the Purchaser violates a provision of this "Export Compliance" clause, the Supplier shall be entitled to terminate this Contract without notice or to withdraw from it in whole or in part. Any claims against the Purchaser shall remain unaffected by this. In case the Purchaser does not comply with the clause 14.6, SICK shall be entitled to terminate the contract with the Purchaser without notice, even if the contract has already been executed in part, and to end the business relationship with the Purchaser. In the event and to the extent that Purchaser is in breach of any of its obligations under that clause, Purchaser will hold SICK harmless of any damages or costs related to such breach.
15. Amendments of contract, withdrawal
    - 15.1 If force majeure or events within the meaning of clause 5.2 substantially change the economic significance or the content of the delivery and performance or have a substantial effect on the Supplier's business, the contract shall be adjusted

appropriately in good faith, subject to the provisions of clause 5.2. Insofar as such amendments are not economically justifiable, the Supplier has the right to withdraw from the contract.

- 15.2 The Supplier shall be entitled to withhold its services or to withdraw from the contract if it becomes aware of circumstances according to which the Purchaser is threatened with insolvency or is otherwise unwilling or unable to fulfil its payment obligation at the time it becomes due.
16. Limitation period
    - 16.1 Warranty rights due to material defects must be asserted in court within twelve months of delivery. If the Purchaser refuses to accept the goods without justification, the warranty period shall begin to run from this point in time.
    - 16.2 Claims for damages must be brought before the courts within six months of the injured party becoming aware of the damage and the person causing it, and at the latest within two years of the primary damage arising from the event giving rise to the claim. This two-year period of limitation also applies to foreseeable consequential damages of the Purchaser.
    - 16.3 If the Supplier's delivery item is resold by the Purchaser to a consumer in the distribution chain and the Purchaser pays compensation to the consumer for non-performance or poor performance, the Purchaser may demand compensation from the Supplier beyond the two-year limitation period. In this case, however, the claim for damages must be asserted against the consumer within two months of fulfilment of the consumer's own obligation to pay compensation. In any event, such claims for recourse shall become statute-barred after five years from the date of performance of the service by the Supplier.
    - 16.4 Responses of the Supplier to complaints of the Purchaser shall in no case be deemed to be an admission of the Supplier into negotiation or settlement discussions concerning the facts and claims asserted if the Supplier rejects the complaints and claims.
  17. Place of jurisdiction and applicable law
    - 17.1 The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship, including those concerning the question of the conclusion of the contract, is the registered office of the Supplier according to the General Commercial Register, which is currently the city of Athens. However, the Supplier is also



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entitled to take recourse to another court. Any arbitration clauses are not valid.

- 17.2 The legal relationship in connection with this contract shall be governed by the Greek Law. The application of the UN Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.
- 17.3 SICK AG and the SICK Business Group have developed "universal" General Terms and Conditions for the Supply of Software Products ("AVB Software SICK", available online at [www.sick.com](http://www.sick.com)) and for Software as a Service ("AVB SaaS SICK", available online at [www.sick.com](http://www.sick.com)), as referenced. German law is thus applicable for situations that fall within the scope of application of these GTC, and therefore takes precedence over the provisions of Section 18.2. Otherwise, the aforementioned specific terms and conditions shall take precedence over the present General Terms of Delivery only insofar as they govern the same situations and legal questions; where the former do not contain any provisions, the present General Terms of Delivery shall apply.
18. Severability clause  
Should any provision of these General Terms of Delivery be or become invalid, void or unenforceable, the validity of the remaining provisions shall not be affected. In such a case, the invalid, void or unenforceable provision shall be interpreted, reinterpreted or replaced in such a way that the economic purpose pursued by it is achieved. This shall not apply if adherence to the contract would be unreasonably hard for at least one of the parties.