

## **GENERAL TERMS & CONDITIONS OF PURCHASE**

### **1. DEFINITIONS**

“BUYER” shall mean the responsible employee of the Company’s procurement department referred to in column “28. Responsible” of the purchase order form.

“PURCHASE ORDER” shall mean the purchase order form, this document of General Terms & Conditions and any other document may be signed between the contracting parties and forms an integral part of their agreement.

“COMPANY” shall mean the entity under the company name “HELLAS GOLD S.A. OF MINES AND GOLD INDUSTRY” and the distinctive title “HELLAS GOLD S.A.”, with registered seat in Athens Greece, 23a, Vas. Sofias Av., P.C. 10674.

“GOODS” shall indicatively mean the products, equipment, vehicles, materials or services specified in the purchase order form in column “33. Description” and in every supplementary order thereof.

“SUPPLIER” shall mean the person or company which will supply the Company with his/its Goods according to the Purchase Order.

“CONTRACTING PARTIES” shall mean the Company and the Supplier.

### **2. SCOPE**

These General Terms & Conditions apply to all Goods supplied by the Company, unless there is a special written agreement between the Company and the Supplier, which differs from these General Terms & Conditions, in which case the most specific agreement prevails. Deviation from these General Terms & Conditions is only valid if it has been agreed in writing between the Contracting Parties. General Terms of Sale of each Supplier are valid only, if they have been accepted in writing in whole or in part by the Company.

### **3. PURCHASE ORDER AND ACCEPTANCE**

3.1 The Supply of any Goods will not bind the Company, unless the Purchase Order is fully accepted by the Supplier. The Supplier must sign the acceptance of the Purchase Order on the relevant form sent to him by the Company and return it within three (3) business days from its receipt to the Company's Procurement Department via fax (number fax +30 23760 22208) or e-mail to the e-mail address of the competent Buyer (as indicated in column 28 of the purchase order form). If the above term passes, without the Supplier sending back the Purchase Order, it is deemed that the Supplier has accepted the Purchase Order including the present General Terms & Conditions, which govern it.

3.2 In case the Supplier does not accept the respective Purchase Order, he/it must return it via fax or e-mail to the Company within the above period of three (3) business days, with a written explanation of the reason for its rejection.

### **4. DELIVERY OF GOODS**

4.1 Delivery of the Goods from the Supplier to the Company is agreed to take place with the delivery of the Goods at the delivery place specified in column “27. Final Destination” of the purchase order form or exclusively at the following transport agencies associating with the Company:

(a) For the Suppliers of Northern Greece, the transport agency "Ioannis D. Rimpas", Kalochori District Road, Kalochori Thessaloniki, P.C. 57009, tel. +30 2310 755789 – 6944597447.

(b) For the Suppliers of Southern Greece, the transport agency "AFES ANDREOU – NIKOLAOS SETTAS OE – METAFORES OIKONOMIKI", 9 Naxou Str., Aigaleo, Attiki, P.C. 12242, tel. +30 210 3465000.

The Company reserves the right to change the aforementioned transport agencies following a single statement to the Supplier.

4.2 In any other case, the shipping/transportation costs are borne by the Supplier. Courier shipments will only be accepted upon written agreement between the Company and the Supplier and if respective reference is made to the purchase order form in column "48. Comments".

4.3 Delivery time of the Goods is the time stipulated in the Purchase Order and shall be strictly adhered to by the Supplier. Supplier shall give notice in writing immediately if any delay is foreseen. The Purchase Order has to be executed on a specific date as it stipulates a due date for delivery. 4.4 Failure to deliver the Goods on the date specified in the Purchase Order or subsequently agreed in writing between the parties, shall entitle the Company, at its discretion, without prejudice to any other rights it may have, to:

- (a) rescind the present purchase order,
- (b) annul any other deliveries that may be pending and refuse to accept any subsequent delivery of the goods that the Supplier attempts to make, without itself bearing any cost,
- (c) claim recovery of direct and indirect/consequential damages which are in any way attributable to Supplier's failure to deliver the Goods on time.

## **5. INSPECTION OF GOODS**

5.1 The Supplier shall accept and facilitate inspection of its Goods by the Company or by any third party duly appointed by the Company, upon relevant notification, whenever and wherever such inspection may take place, either at the Supplier's workplace/warehouse/facilities or in any other place the goods may be placed in.

5.2 Such inspection shall not relieve Supplier from any of his responsibilities and liabilities under the Purchase Order.

5.3 In any case, the Goods shall be subject to final inspection by the Company and acceptance or rejection upon delivery to the Company in accordance with the Purchase Order.

## **6. PASSING OF PROPERTY AND RISK**

Property and risk in the Goods shall pass on to the Company at the time of their delivery by the Supplier and their unreserved acceptance by the Company in accordance with the respective agreed delivery terms.

## **7. PAYMENT - INVOICING**

7.1 Payment will be effected by the Company for the Goods delivered and unconditionally accepted by it according to the payment conditions of the Purchase Order to the Supplier's Bank Account as designated by the latter to the Company. The respective invoice shall be duly issued by the Supplier and sent to the Company's Accounting Department of the Goods' final destination, as stated in column 27 of the purchase order form.

7.2 The single number of each Purchase Order shall be written on each respective invoice, delivery receipt, communication, parcel, package, while each invoice shall be issued for only one purchase order and not for more. Invoices which are inconsistent with the Purchase Order will not be accepted by the Company. Invoice issued according to the present provision shall be paid according to column 45 of the purchase order form.

## **8. SAMPLES**

In case the Supplier sends to the Company samples, the Company shall not accept any charge for obtaining them and assumes no responsibility for their use.

#### **9. PACKING**

Supplier shall deliver goods properly packed for the avoidance of any damages. Every package of Goods shall have easily visible recognition signs. In case of explosives, chemicals or dangerous goods or goods with any other specificity, the security regulations (Greek and European) applicable to the packing or delivery shall be implemented under the Supplier's responsibility and shall be accompanied by the necessary certificates. Supplier shall effect and maintain at his own expense, during the goods' carriage and up to their proper delivery to the Company, insurance of goods against any risk or danger and for their replacement value in accordance with the Purchase Order.

#### **10. CHANGES TO THE PURCHASE ORDER**

10.1 Company reserves the right to make at any time changes in the Purchase Order or any part thereof after giving notice to the Supplier within a reasonable time period and the Supplier shall make every effort to comply with these changes.

10.2 Supplier shall promptly notify the Company in the event that any Goods subject of the Purchase Order is affected by changes in drawings, specifications or in anything else relevant to the Purchase Order and shall not incorporate any such changes in the order without the Company's prior written consent.

#### **11. SPECIFICATIONS – DEFECTIVE PRODUCTS – GUARANTEE**

11.1 Supplier warrants that the Goods comply in every respect with the specifications, drawings and any other data forming part or referring to the present Purchase Order and that they are free of any legal or actual defect or lack of agreed characteristics.

11.2 In the case of Goods delivered to the Company not conforming with those specified in the Purchase Order whether by reason of not being of the quality or in the quantity or measurement stipulated in the purchase order or having legal or actual defects or lacking of agreed characteristics or being unfit for the purpose for which they are ordered, the Company shall have the right to reject such goods and:

- (a) demand from the Supplier to repair or replace such goods with other not having any defects or lacking of the agreed characteristics, within a period defined by the Company, without the latter incurring any cost, or
- (b) rescind the present purchase order,
- (c) annul any other deliveries that may be pending without itself bearing any cost and
- (d) claim against the Supplier recovery of any direct and indirect/consequential damages that it has suffered including delivery cost, inspection cost and cost for sending back and/or storing goods.

11.3 Supplier provides warranty for the Goods as this warranty shall be stipulated in the purchase order form.

#### **12. RESCISSION – TERMINATION**

12.1 In the event of any breach of any terms and conditions of the purchase order from the Supplier, including delivery of defective products or failure to deliver goods by the due date, the Company, without prejudice to any other of its rights, may rescind the Purchase Order. In this case, Supplier is obliged to reimburse the Company for any direct and indirect/consequential damages that it has suffered.

The present Purchase Order may be terminated at any time and for any reason by the Company giving notice in writing and within a reasonable time. On receipt of such notice, Supplier will cease production or delivery of the Goods specified in the Purchase Order

and the Company shall pay to the Supplier fees and expenses for the products already properly delivered to it or reasonable price for goods on deliverable state at the date when such notice is received by the Supplier.

12.2 Each of the contracting parties reserves the right to terminate the present purchase order if the other party becomes bankrupt, or is in any other similar state of insolvency or joins the restructuring scheme under the Greek Bankruptcy Code (Article 99 of Bankruptcy Code), is placed in liquidation or in compulsory receivership or in general is in a condition that decisively affects the ability of that party to meet its obligations against the other party.

### **13. CONFIDENTIALITY - SECRECY - DATA PROTECTION**

13.1 Any Purchase Order placed by the Company including all accompanying drawings, designs and any information relevant to the Purchase Order is agreed to be confidential and shall not be disclosed to third parties without the prior written consent of the Company. All respective information remains the property of the Company and must be returned to the latter as soon as requested. Moreover, the Supplier shall not make use of the company name of the Company and of any company associated/affiliate of the Company as well as the present transaction without the prior explicit written consent of the Company.

13.2 In accordance with the data protection provisions in force, both Parties agree that the processing of personal data serves the legitimate interest as defined by the applicable national and European legislation and declare their compliance with the applicable legislative and regulatory framework. The Supplier is responsible to take all necessary and appropriate technical and organizational measures for the protection of personal data which come to its knowledge under the present agreement and must ensure that the aforementioned data are fully secured and to cooperate in any way and assist, if required, the Company in relation to its compliance with the Data Protection Laws, including but not limited to provide assistance to the Company in (a) access, modification or deletion of data; (b) restriction or objection to data processing; and (c) portability of personal data.

### **14. FORCE MAJEURE**

Neither party shall be liable for any failure to fulfill any term of the Purchase Order if fulfillment has been delayed, interfered with or prevented by force majeure. As force majeure may be deemed all facts beyond the reasonable control of the contracting parties which affect the execution of the present order. In case the Supplier is unable to fulfill its obligations due to force majeure, then it must inform the Company about the event or circumstances that constitute force majeure and clarify the obligations, the fulfillment of which is hindered or is to be prevented, within five (5) days from when the Supplier became aware or had to become aware of the relevant event or circumstance which constitutes force majeure. Strikes, riots or the closure of a material storage area are not incidents of force majeure.

### **15. SUPPLIER'S LIABILITY - INDEMNITY**

Supplier shall be responsible for and shall indemnify the Company from and against all claims or demands of any person who has suffered loss or damages (injury or property loss or damage) due to Supplier's or his associates' acts or omissions regarding the execution of the present purchase order or by chance of it in relation to the execution of the Purchase Order or on that occasion.

#### **16. PATENTS AND COPYRIGHT**

Supplier shall protect and indemnify the Company and its personnel against any and all liability by reason of any third party's claim in respect of any patent, copyright or trademark or similar rights, resulting from the sale and use of Goods.

#### **17. INSURANCE**

The Supplier is obliged at his own expense to conclude and maintain insurance against any risk during the transport of the Goods and until their delivery to the Company as defined here in case of purchase of goods, machinery, vehicles, materials, and General Liability Insurance in case of purchase of services, with a limit of compensation that will be defined in the purchase order form, but also any other insurance required for the completion of the Purchase Order. Upon request, the Supplier must provide insurance certificates or any other evidence the Company may request to confirm that the Supplier has complied with this term.

#### **18. SPECIAL CONDITIONS**

Where special conditions are stated in the purchase order, those conditions shall apply equally with the general terms and conditions shown herein apart from the cases where there is any inconsistency between the general and special conditions, in which case the special conditions shall prevail.

#### **19. ASSIGNMENT**

Supplier may not assign in any manner to any third party rights of any kind deriving from the present purchase order without the Company's prior written consent.

#### **20. APPLICABLE LAW - JURISDICTION**

The purchase order form, the General Terms & Conditions and every agreement between the Supplier and the Company shall be governed and construed in accordance with laws of Greece.

The courts of Athens shall be exclusively competent to resolve any disputes or disagreements which may arise under or in relation to the purchase order form, the General Terms & Conditions and every agreement between the Supplier and the Company in general.

#### **21. MISCELLANEOUS**

21.1 The Supplier must comply with all applicable anti-corruption laws and Company's policies as published in the Company's website <https://www.hellas-gold.com/ellinikos-xrysos/company-policies#en>. Acceptance of the Purchase Order shall also constitute acceptance of the aforementioned legislation and policies and Supplier's full compliance. The Supplier must not give or offer to give, receive, or agree to accept, any payment, gift or other advantage which violates applicable anti-corruption laws. Any violation of the above terms, of the Company's policies and regulations by the Supplier constitutes a violation of the terms of the Purchase Order and provides the Company with the right to terminate it immediately.

21.2 The Supplier is an independent supplier, and in performing its obligations under the Purchase Order is not for any purpose a partner, joint venturer, servant, agent or employee of the Company. The Supplier acknowledges that it has no authority to bind the Company.

21.3 In the event that any term of the General Terms & Conditions is deemed invalid, the remainder shall remain in force as long as the invalid term has not been included in them.



21.4 Any omission by the Company to exercise any of its rights may in no case be construed as a modification of the Purchase Order or as a waiver of such rights.