

# ASBIS Terms and Conditions of Sale

## 1. Applicability

1. The following Terms and Conditions of Sale apply to all - present and future - contracts entered into by ASBIS Enterprises PLC (hereinafter called "ASBIS") and the Buyer for the sale of all the Goods and/or services of ASBIS (hereinafter called the "Goods"), unless other conditions are agreed by the parties and stipulated by the relevant contract. These Terms and Conditions of Sale shall be considered acknowledged by the Buyer by placing of an order, signing and returning of pro-forma invoice or acceptance of the delivered Product, whichever occurs first.
2. ASBIS expressly objects to any application of the Buyer's differently formulated business terms and conditions.
3. These Terms and Conditions of Sale may be amended from time to time without notice at the sole discretion of ASBIS. The updated Terms and Conditions are retroactive and apply to the relationship between ASBIS and the Buyer that arisen before they were updated. The Buyer accepts these Terms and Conditions "as is".

## 2. Prices

1. Prices are set forth on the face of the invoice. Prices specified are exclusive of any and all federal, state and local excise, sales, use and similar taxes. Buyer will pay any tax (and any related interest or penalty), however designated, and imposed with respect to the Products sold.

## 3. Deliveries and Risk

1. Delivery dates of the Goods are indicated in the corresponding invoices and/or other related documentation. All delivery dates, including those set forth on the face of the invoice, are estimates only. The delivery shall be considered performed when the Goods specified in corresponding invoices are dispatched within the delivery term. If the delivery is delayed due to reasons beyond the responsibility of ASBIS, the delivery term shall be considered performed when readiness for delivery is notified within the delivery term.
2. ASBIS may at any time make partial delivery or render services partially.
3. Any reference made to trade terms (such as EXW, FCA, etc.) is deemed to be made to the relevant term of Incoterms 2020 published by the International Chamber of Commerce currently in force.
4. ASBIS will select the carrier, but the carrier shall not be construed as an agent of ASBIS.
5. The risk shall pass over to the Buyer as agreed on the relevant Incoterms 2020, or on other terms agreed by the parties in relevant invoices and/or other related documents made for each separate delivery of the Goods.
6. The Goods could be delivered by any means of transportation, including sea, air or land.

## 4. Inspection

1. Buyer shall inspect and examine all Goods and the packaging immediately upon receipt.
2. Buyer shall inspect the Goods, supplied, with respect to their quantity, quality, range of Goods, condition of inner packaging, and possible damage to the Goods.
3. In the event that the Goods or the packaging of such Goods are damaged or defective, or an incorrect quantity of the Goods is supplied than the quantity provided for in the transportation documents, the Buyer shall notify ASBIS in writing, through signing of a relevant act, and

sending it to ASBIS, with a reference to any noncompliance of the Goods within 5 (five) business days from the date of receipt.

4. Such acts shall be reasonably detailed and shall specify the discrepancy or reason for rejection.
5. Failure to give notices as provided above in the paragraphs (1) and (2) of this Clause 4 (Inspection) within the time specified shall be deemed an acceptance of the Goods as of the date of shipment.

## **5. Warranties**

1. Product warranties, if any, are provided by the manufacturer of the Goods as may be specified on Product packaging, accompanying documentation or RMA Policy of the manufacturer.
2. ASBIS MAKES NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION OR SAMPLE. ASBIS NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY.
3. Any deviations of quality, color, width, weight, equipment or design, which are customary in trade or of a minor nature and technically inevitable, are excluded from the warranties.
4. The warranty period of the Goods delivered shall be according to the warranty terms provided by the manufacturer as stated on the packaging, the Goods' manuals and/or other documents accompanying the Goods, and shall commence from the date of delivery of the Goods.
5. If Goods are defective or become defective within the manufacturer's warranty period due to a production or material defect, ASBIS may choose, at his own discretion, to deliver refurbished or new Goods, to repair the Goods ("Subsequent performance") or to issue a credit; all other warranty claims, in particular all of the Buyer's or its Buyer's claims to compensation for consequential damage, shall initially be excluded. Subsequent performances may be attempted several times.

## **6. Retention of Title**

1. NOTWITHSTANDING DELIVERY, ASBIS SHALL RETAIN TITLE TO ALL GOODS DELIVERED (THE "RESERVED GOODS") UNTIL IT HAS RECEIVED PAYMENT IN FULL OF ALL SUMS DUE IN CONNECTION WITH THE SUPPLY OF THE GOODS TO THE BUYER.
2. Reserved Goods should be always clearly marked off as such and kept separately from other inventory of the Buyer. In the event of any seizure of the Reserved Goods by a third party, the Buyer shall point out the ownership rights of ASBIS and inform it immediately.
3. Buyer shall have the right to process Reserved Goods in the ordinary course of business and sell them subject to retention of title as long as the Buyer is not in default. No pledge or transfer of ownership by way of security is allowed.
4. BUYER HEREBY ASSIGNS TO ASBIS ANY PROCEEDS (INCLUDING ACCOUNTS RECEIVABLE) DERIVED FROM SELLING RESERVED GOODS AS SECURITY FOR ITS OBLIGATIONS HEREUNDER UNTIL THE ENTIRE AMOUNT DUE HAS BEEN PAID AND WILL EXECUTE ANY DOCUMENT TO PERFECT THIS ASSIGNMENT THAT ASBIS REQUESTS.
5. If Buyer fails to make any payment when due, ASBIS may repossess or otherwise recover the Goods subject to this retention of title. At the request of ASBIS the Buyer shall be bound to give full assistance in this matter, failing which the Buyer shall be liable for damages in the

amount Euro 1,000 per day, which shall be immediately due and payable. All revendication expenses shall be for the Buyer's account.

6. Title to software Goods shall always remain with ASBIS or the copyright owner notwithstanding Buyer's payment of license fees or royalties.

## **7. Payment**

1. Terms of payment are stated on the face of the invoice. All sales are subject to the prior approval of the Credit Department of ASBIS.
2. All bank fees, charges and commissions are paid by the Buyer. Payment will be made without any set-off or suspension on any account whatsoever. No deduction of any cash discount shall be allowed as long as older due invoices remain unpaid.
3. If the Buyer fails to pay the amounts due, interest will be due by the Buyer at a rate of 1.5% per month on the outstanding amount, without any notice of default being required. If, after notice of default has been given, the Buyer still fails to pay its debt, the debt may be placed out of hand in which event, in addition to the total amount then due, the Buyer will also be bound to pay in full the legal and non-legal expenses of collection, including the costs of legal aid.
4. If at any time the financial condition of Buyer so warrants, or if Buyer fails to make payment(s) when due, or if Buyer fails to supply requested financial documentation, or defaults in any way, ASBIS may either alter terms of payment, suspend credit and delay shipment or pursue any remedies available at law or under this Terms and Conditions of Sale. In such event, ASBIS will be entitled to reimbursement from Buyer for its reasonable expenses, including attorney's fees.

## **8. Limitation of Liability**

1. LIABILITY OF ASBIS FOR BREACH OF OR RESULTING FROM GOODS SOLD PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE REMEDIES SET FORTH IN THE WARRANTY PROVISIONS OF THIS TERMS AND CONDITIONS OF SALE. IN NO EVENT SHALL ASBIS BE LIABLE FOR COSTS OF PROCUREMENT OR SUBSTITUTE GOODS BY BUYER, OR FOR INJURY OR DAMAGE TO BUSINESS, LOSS OF PROFITS, REVENUES OR GOODWILL, OR LOSS OF DATA. IN NO EVENT SHALL ASBIS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGE, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TERMINATION, NEGLIGENCE, OR OTHERWISE, EVEN IF ASBIS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. Jurisdiction and Applicable Law**

1. Exclusively the law of the Republic of Cyprus shall govern the Agreement, except cases of Retention of Title for Germany customers (in this case Germany law will be applicable). The Convention of the United Nations on Contracts for the International Sale of Goods dated April 11, 1980 shall not apply. The Courts of Cyprus shall have exclusive jurisdiction to decide any dispute arising out of or in connection with this Agreement.

## **10. Invalidity**

1. Should any provision in these Terms and Conditions shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Terms and Conditions shall nevertheless be held to be prohibited by and/or invalid under applicable law, such provision shall be limited only to the extent of such prohibition or invalidity, without affecting the validity and/or enforceability the remainder of such provision or the remaining provisions of this Terms and Conditions.

## 11. Fiscal & VAT Regulations

1. We hereby confirm that the company will comply with all VAT and/or any Fiscal Regulations both of the country of registration and of the country of delivery (if different) concerning the trades and the Goods purchased from ASBISC Enterprises PLC.
2. We further confirm that the company will make all necessary Fiscal and VAT declarations and applications concerning the Goods purchased from ASBISC Enterprises PLC, properly and in time, as required by the EU Law and National Law both of the country of registration and of the country of the delivery (if different).

## 12. Sanctions, Embargoes and Other Restrictions

Guided by (1) Council Decision 2014/512/CFSP of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine with the latest amendment, (2) Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine with the latest amendments; (3) Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine with the latest amendments; (4) Council Decision 2012/642/CFSP of 15 October 2012 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine with the latest amendments;

Based on Notice to economic operators, importers and exporters (2022/C 145 I/01) of European Commission (hereinafter – "Notice");

Being bound by the present Terms and Conditions of Sale as a part of the Supply Contract being in force between them, ASBIS and Buyer herewith declare, confirm, and guarantee the following:

1. ASBIS and Buyer guarantee that neither of them ever did, is doing or will be doing any actions, directly or indirectly, which are in violation of the U.S. Export Administration Regulations; and/or the U.S. International Traffic in Arms Regulations; and/or applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury; and/or the European Union's Regulations; and/or OFAC and/or EU sanctions; and/or applicable controls; and any subsequent re-enactments or amendments thereof being in force and affecting the Goods. Buyer also guarantees and confirms that neither Buyer nor its management, shareholders or founders are subject to sanctions applied by any international institutions and/or the U.S. and/or the European Union. Imposition of sanctions by any international institutions and/or the U.S. and/or the European Union to Buyer shall be a non-negotiable ground for an immediate termination of sale of Goods to Buyer by ASBIS unilaterally.
2. Where Buyer will work with the Buyer's suppliers, customers, end-users, and/or other parties, this entire Clause 12 is applicable to those transactions. In all cases, the Buyer is liable for the actions of the third parties it engaged with.
3. Buyer hereby certifies that all and every product(s) purchased from ASBIS will not be exported, sold, or transferred in violation of:
  - (a) the U.S. Export Administration Regulations;
  - (b) the U.S. International Traffic in Arms Regulations (ITAR);
  - (c) applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury; and
  - (d) the European Union's Regulations and any subsequent re-enactments or amendments thereof being in force and affecting the export of the products.
4. Without limiting the foregoing, Buyer explicitly agrees and undertakes (i) not to export sanctioned goods to Russia, Belarus, or occupied regions of Ukraine and not to resell the

sanctioned goods to any third party business partner that does not take a commitment not to export the sanctioned goods to Russia or Belarus giving rise to liability in case the latter re-exports the items to those countries; (ii) not to sell, offer or otherwise transfer the products that are subject to OFAC and/or EU sanctions and/or applicable controls to customers located in RUSSIA, BELARUS, occupied regions of UKRAINE, CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA or to other restricted parties, embargoed or sanctioned countries and/or territories, which, restrictions, in particular, may be found (including but not limited) here:

- <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>,
- <https://www.bis.doc.gov/index.php>,
- <https://www.sanctionsmap.eu/>.

Buyer acknowledges that it bears its responsibility to familiarize promptly with the applicable sanctions and regulations and to run adequate due diligence measures re its business partners and end-users when and prior entering into the contract with each of them.

5. ASBIS and Buyer certify that they will not transfer, export, or re-export, directly or indirectly to any party listed by the U.S. Government, and/or EU Council and/or under any other applicable law as prohibited from receiving products and that we are not on, or under control of anybody on, any such lists.
6. ASBIS and Buyer hereby acknowledge that certain manufacturers and vendors may restrict sales of their products into or outside of specifically designated territories or to some persons or entities. Buyer certifies and agrees to comply with all such restrictions as may be advised to him at any time and from time to time either by fax, email, or publishing at <http://www.asbis.com/territory-restrictions> and incorporated herein by reference or through any other means of communication and not to market, offer, sell, transfer, export, dispose or ship such products into or outside of designated territories. In case of such restrictions or embargoes or bans, the Buyer shall declare and ensure:
  - that it would be financially liable for non-compliance with provisions of the relevant notification provided by ASBIS as it is stated above;
  - that each of Buyer's employees shall be informed of and trained regarding the obligations under such communication and shall comply with such terms;
  - that Buyer shall indemnify and hold ASBIS harmless from and against all losses, costs, liabilities, claims, damages and expenses of every kind and character, as incurred, resulting from or relating to or arising out of the breach or nonfulfillment of manufacturer's or vendor's restrictions, embargo or ban as the Buyer would be notified by ASBIS.In case of violation of the conditions of the manufacturer or vendor, including restriction of sales of their products into or outside of specifically designated territories or to some persons or entities, ASBIS will have its right to initiate the procedure of Buyer's de-authorization as a partner of ASBIS.

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