



COSMOS ALUMINIUM A.E. — 8th km National Road Larissa - Athens
41110 Larissa, P.O. Box 1379 — Greece — T: +30 2410 567567
www.cosmosaluminium.com - VAT EL 998789236

EXPERTS IN ALUMINIUM™

General Terms and Conditions of Sales

Scope of Application

These General Conditions of Sale apply to all offers, quotations, order confirmations, orders, contracts, deliveries and services between the Seller and the Buyer as defined herein. No purchase conditions or other terms of the Buyer shall be applicable, unless or otherwise agreed in writing and signed by a duly authorized representative of the Seller.

Definitions

"Affiliated company" refers to any corporation, firm, Limited Liability Company, or other entity that directly or indirectly controls or is controlled by or is under common control with COSMOS Aluminium A.E.

"Agreement" refers to any written contract or agreement, between the Seller and the Buyer in relation to the Goods. If there is no written Agreement, the Agreement is concluded when the Buyer's order corresponds to the Seller's offer, or the Seller confirms the Buyer's order.

"Buyer" refers to a party that acquires the Goods from the Seller.

"Goods" refers to all or any part of the products sold or to be sold by the Seller to the Buyer.

"Seller" or *"Cosmos"* refers to **COSMOS ALUMINIUM A.E.** or any affiliated company which is a party to the Agreement.

Offer

For every quotation and/or offer the 3-Month Spot LME is used and it is valid at the time of the offer unless otherwise stipulated by the Seller in writing.

All documents and information disclosed by the Seller remain the property of the Seller and may not be used by the recipient for any other purpose other than the one disclosed for by the Seller.

The price stated in the quotation/offer is in €/kg, unless otherwise stated by the Seller. If another currency is used in the offer (e.g., Sterling £ or U.S Dollar \$) the exchange rate used, will be that of the date of the quotation/offer as announced by the European Central Bank (ECB) on such date unless otherwise specifically agreed in advance in writing between the Buyer and the Seller.

Terms and Conditions of use of the online application COSMOS 365

The following Terms and Conditions apply to the online application/tool 365.cosmosaluminium.gr. Where reference is made to the "COSMOS App" such reference refers to: 365.cosmosaluminium.gr and to the related subpages.

The Cosmos App is available to business partners of the Seller. An employee of the Buyer (hereinafter referred to as the "User") may request permission to use the COSMOS App from the relevant contact person of the Buyer.

Permission of use is granted by the Seller. Once the Buyer is approved, the Seller will issue a Username and Password that are to be used exclusively by the specific User. If the Buyer terminates the employment of the



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User that has been authorized to use the COSMOS App, the Buyer is obliged to inform the management of the Seller in writing within five business days from such termination. In this case, the Seller is entitled to delete such User. Failure of the Buyer to comply with the present term shall constitute breach of contract. In this case the Seller is entitled to claim damages from the Buyer.

The User authorized to use the COSMOS App has the right to browse the product range of the Seller, to check the stock list, to track an order and to send an inquiry. At the same time, the User authorized to use the COSMOS App undertakes, to handle information about price, stock level, order, etc. confidentially and to not disclose such data to a third party. The User may not disclose the username and password of the COSMOS App without the written permission of COSMOS.

When a quotation request is processed, the User receives an automated offer via a personal email. An identical email is also sent to the Seller. The term "Offer" also refers to automated offers received through the COSMOS App.

The COSMOS App is the intellectual property of the Seller. Without prior written consent of the Seller, it is prohibited to copy and use the COSMOS App, the COSMOS Environment, or any part thereof. Unauthorized copy and use of the COSMOS App is a criminal offence and, in any case, entitles COSMOS to claim damages.

Order Processing and Confirmation

Cosmos validates the Buyer's orders by an order confirmation sent to the Buyer via email.

Cosmos order confirmation bears customer's order number and it is the only document that is considered valid after an order has been processed and the confirmation has been sent to the customer.

Cosmos requests all order confirmations to be returned signed and stamped within 48 hours from receipt. Non return of order confirmations shall be deemed to constitute silent acceptance of the content of such confirmations.

The price confirmed by the Seller upon order confirmation is fixed and valid for the specific delivery term offered, unless otherwise specifically agreed between the Seller and the Buyer.

All goods are shipped with flatbed vehicles or containers as per the agreement between the Seller and the Buyer and according to the latest version of the Incoterms.

Cosmos orders are accompanied by the following documents: a) packing list, b) invoice and c) inspection certificate for each individual item. Further certificates may be issued following specific individual agreement in writing between the the Buyer & the Seller.

The signature by the customer or his consignee of the bill of lading or CMR of the Goods constitutes acceptance of the Goods and of the present clause.

Ownership and Passing of Risk

The Goods shall remain the property of the Seller until paid in full as per the agreed terms between the Seller and the Buyer.

The risk of loss or damage of the Goods shall pass to the Buyer in accordance with the latest version of the Incoterms.



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Unless otherwise agreed, the quality of the Goods is exclusively defined in the Seller's official product specifications included in the Offer.

Payment Terms

Unless otherwise agreed in writing, payment is due within 14 days from the date of the date of issue of the invoice.

Payment Terms are agreed in writing between the Seller and the Buyer and are always included in the Agreement and the related invoices.

The Seller shall be entitled to interest for delayed payments from the due date onwards and until full payment thereof as well as to compensation for recovery costs (if any). The interest rate for late payment is 5 percentage points above the rate of the main refinancing facility of the European Central Bank in force at the time.

In case of late payment, after having notified the Buyer in writing, the Seller may suspend its performance of the Agreement until it receives payment in full. The Buyer is not entitled to raise any claims for compensation for such delays.

If the Buyer has not paid the amount due within 21 working days from the notification by the Seller or if the Buyer has notified, or it is otherwise evident, that the Buyer's payment will be seriously delayed, the Seller shall be entitled to terminate the Agreement by notice in writing to the Buyer, and claim compensation for damages and/or losses incurred.

Delivery

The Seller shall accept partial delivery of the Goods, only if it has been agreed in writing in the Seller's offer.

Should the Seller be forced to postpone delivery for reasons attributable to the Buyer, the Seller is entitled to invoice the Goods as per the original delivery date. Furthermore, the Seller shall be entitled to compensation for foreign exchange rate losses, storage costs, any loss resulting from the Goods becoming obsolete and any and all other costs and/or expenses, fees etc. caused by the postponement of the delivery for any reasons attributable to the Buyer.

Limitation of Liability

Unless or otherwise agreed in writing, the Seller shall not be liable towards the Buyer for any (i) loss of profits, (ii) loss of production, (iii) loss of use, (iv) loss of revenue, (v) loss of contract or opportunity, (vi) loss of goodwill, or (vii) for any other special, direct, indirect or consequential loss or damage or punitive damages of what-ever nature and in each case whether or not foreseeable or contemplated by the Seller and/or the Buyer and whether or not based on contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, the Agreement.

In any case, the Seller's aggregate liability for any damage it may have caused, is limited to the total price of the Goods payable by the Buyer, unless agreed otherwise in writing.

Except where expressly provided by this Agreement, and to the maximum extent permitted by applicable law, the Seller disclaims and excludes all warranties, terms and other conditions, including but not limited to any



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warranty, term or other condition of merchantability, satisfactory quality, fitness for a particular purpose, correspondence with description or non-infringement, in each case whether implied by statute, common law, custom, collaterally or otherwise. The Buyer has, at all times, the full responsibility to ensure suitability of the Goods and perform necessary testing before use. The Seller shall not be liable for damage to property caused by the Goods, or any damages caused by using the Goods.

Seller does not undertake any warranty or liability (express or implied) of fitness or suitability of Goods for any specific purpose (even if known to Seller). Seller assumes no product liability except as imposed by mandatory law. The Seller guarantees only the conformity of the Goods with the Seller's written product specifications included in the Agreement in writing. The Buyer shall immediately inspect the Goods upon delivery of such. The Buyer must inform the Seller of any claims or complaints within 30 calendar days from the date of delivery. The Seller shall not be liable for any non-conformity in any part of the Goods and/or any defect if it has not been notified of such in writing within 30 calendar days from the date of delivery of the Goods. The Seller's liability of non-conformity covers only repair or replacement of the non-conformity or, at the Seller's discretion, the refund of the net sale price of the Goods.

The Buyer will indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards a third party for any damage or loss for which the Seller is not liable towards the Buyer according to the Agreement.

Assignment of the Agreement

The Buyer shall not be entitled to assign the Agreement, in whole or in part, without the Seller's prior written consent. The Seller has the right to assign the Agreement, in whole or in part, to any Affiliated company as well as transfer its claims based on the Agreement to any third party. The Seller has the right to use subcontractors.

Amendments of the Agreement

The Agreement and its appendices may only be amended by an agreement in writing signed by duly authorized representatives of the Seller and the Buyer.

Force Majeure

Neither party will be liable for failure to meet the contractual obligations under the Agreement due to Force Majeure. "Force Majeure" includes, without limitation, strikes, lockouts, labor disputes, acts of God, fire, power failure, natural disasters, riots, wars and government actions. This limitation of liability will be valid only for the period of duration of Force Majeure. Events of Force Majeure are events beyond the control of the party which occur after entering into the Agreement and which were not reasonably foreseeable at the time of entering into the Agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the party concerned. The party involved in an event of Force Majeure will take all reasonable measures and actions to limit or minimize the consequences of such an event.

The party claiming to be affected by Force Majeure will notify the other party in writing without delay on the intervention and on the cessation of such circumstance.



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Either party will be entitled to terminate the Agreement by notice in writing to the other party if performance of the Agreement is suspended due to Force Majeure reasons for more than six (6) months. In such a case neither party is liable to compensate the other party for damage caused by non-compliance with the Agreement.

Termination of the Agreement

The Buyer may terminate the Agreement only in case that the Seller commits a material breach of the Agreement, which breach has not been remedied within thirty (30) days from the Buyer having claimed such breach in writing and provided that such breach results in the Buyer's essential failure to achieve the purpose of the Agreement.

The Seller may terminate the Agreement in case the Buyer commits a material breach of the Agreement, which breach has not been remedied within thirty (30) days from the Seller having claimed such breach in writing.

Governing Law, Dispute Resolution

The Agreement is governed by and construed in accordance with the laws of Greece.

Unless resolved through mutual negotiations, any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be referred to the courts of Larissa, Greece that shall have exclusive jurisdiction.

Notwithstanding the foregoing, the Seller retains the right to seek injunctive relief or provisional remedies of any kind at any time from any court having jurisdiction.

In the event of any discrepancy or inconsistency between the Present Terms and Conditions and any other document exchanged between the Parties, the former shall prevail.

Cosmos Aluminium Sales Team