

Westcon Group Greece Terms and Conditions of Sale

1. Definitions & Interpretation.

- a. Where used in these Terms and Conditions of sale:
 - i. "Authorised Representative" means any person who holds the job title and office of General Manager, Finance Director or Vice-President.
 - ii. "Buyer" means any natural or legal person or entity (excluding any Consumer) that purchases Products from WGG for use in its business or the business of a third party end-user or other customer.
 - iii. "Consumer" means any natural person, who purchases Products from WGG for purposes not related to his or her trade, business or profession.
 - iv. "Conditions" means these Terms and Conditions of Sale or any such successor terms and conditions that the Buyer is notified are in full force and effect as of the date of a Contract and are concurrently available on WGG's website located at the following URL: <https://www.westconcomstor.com/global/en/legal/Legal/terms-and-conditions.html>.
 - v. "Contract" means any agreement for the purchase and sale of Products from WGG to Buyer in accordance with these Conditions, including those which result from a Purchase Order submitted to and accepted by WGG.
 - vi. "Contract Date" means the date upon which a Purchase Order placed by the Buyer is accepted by WGG.
 - vii. "E-System" means the Product ordering website operated by WGG currently located at the following URL: <https://online.westcongroup.com/>
 - viii. "Force Majeure" means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, epidemics, pandemics, strikes, lockouts, cessation of labour, trade disputes, breakdowns, accidents of any kind or any other causes which are beyond the reasonable control of WGG, including any delay by its Suppliers.
 - ix. "Goods" means any Supplier's goods and/or software, or any instalment or parts thereof, which are supplied by WGG to Buyer pursuant to a Contract, including any documentation of a Supplier related thereto.
 - x. "Products" means any combination of Goods, Special Order Goods and Services which are supplied by WGG to Buyer pursuant to a Contract.
 - xi. "Purchase Order" means Buyer's oral, written or electronic order for Products and shall include any order that Buyer places online through the E-System or transmits via email.
 - xii. "Services" means any Supplier's services which are supplied by WGG to Buyer pursuant to a Contract.
 - xiii. "Special Order Goods" shall mean any Goods that are custom ordered or configured according to Buyer's specifications, or otherwise designated as special order Goods by WGG.
 - xiv. "Supplier" means the supplier, licensor, publisher, manufacturer or other third party from whom WGG purchases Products.
 - xv. "WGG" means Westcon Group Greece, a single-membered societe anonyme established and Walesoperating under company number 04411285the laws of Greece, with a registered seat at Marousi Attiki, Greece (Kifisia Ave. & Sofokleous st. 166A, 15126) registered place of business at Merchants House, Love Lane, Cirencester, Gloucestershire, England, GL7 1YG,under General Commercial Registry Number ELGEMI.187117601000, with Tax Registration Number 803000609, with contact details [please insert e-mail address and/or t/c] or, as appropriate, any subsidiaries within the meaning of s1159 Companies Act 2006Article 4§1 of Law 4209/2013.
 - b. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term "include", "including" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined; (iv) any headings in the Conditions are for convenience only and shall not affect the interpretation of any terms; and (v) a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. General Terms of Order & Sale.

- a. Every Contract between WGG and Buyer shall be subject to the Conditions to the exclusion, , to the extent permitted by law, of any other terms that Buyer seeks to impose or incorporate, or which are implied by trade custom, practice or course of dealing. No additional or alternative terms or conditions or any alteration to these Conditions proposed by the Buyer contained or referred to in a Purchase Order or other form submitted to WGG shall be deemed to apply unless they are expressly accepted in writing by an Authorised Representative of WGG with respect to that Purchase Order. Similarly, any Purchase Orders submitted and automatically accepted through the E-System which contain Buyer's terms or conditions shall be deemed a rejection of such Buyer's terms or conditions and an offer by Buyer to purchase Products subject to the Conditions.
- b. WGG will use reasonable efforts to notify Buyer of any material changes to the Conditions before they become applicable, whereas such amendments shall not affect Contracts concluded prior to the amendment. Notwithstanding the foregoing, the Buyer must ensure that it is familiar with the most current set of Conditions which apply to any Contract between WGG and Buyer.
- c. Buyer shall be deemed to have accepted these Conditions by (i) signing a WGG credit application, (ii) submitting a Purchase Order to WGG, or (iii) accepting Products from WGG, whichever occurs first.
- d. Notwithstanding the foregoing, Buyer agrees that WGG's provision of a price quotation, price list or any other information shall not be considered an offer by WGG to sell Products at those prices or on any other terms. Only a Purchase Order submitted by Buyer shall constitute an offer to conclude a contract subject to these Conditions, however, a Purchase Order shall not be deemed a Contract unless and until the earlier date upon which: (i) written confirmation of acceptance is provided by WGG, (ii) a Purchase Order placed through the E-System is confirmed by WGG via email. Buyer is responsible for ensuring that the terms of the Purchase Order are complete and accurate.
 - e. Notwithstanding the foregoing, WGG and its Suppliers reserve the right to make any changes in the specifications of the Products, without notice to Buyer, which are required in order to conform to any statutory or other legal requirements or which do not materially affect the performance of the relevant Products. If such changes are made after the placement of a Purchase Order by a Buyer, WGG shall inform the Buyer of such change and the Buyer shall confirm that such changes are accepted, in order for a Contract to be concluded.
 - a. Where Services relate to the provision of training, WGG reserves the right to provide such Services at a venue or venues other than WGG's premises and to provide personnel of its own selection. WGG further reserves the right to refuse or

curtail any training Services if a delegate or substitute delegate attending on behalf of Buyer fails to satisfy any training requirements for which Buyer was notified prior to the commencement of such training.

- f. Any Products sold, supplied and delivered to WGG which are subject to guidelines, restrictions or other specifications imposed by a Supplier are also sold, supplied and delivered to Buyer subject to any such guidelines, restrictions or other specifications.
- g. Where any products or services are purchased by a Buyer from WGG via any third party channel or online marketplace (**Marketplace Products**):
- h. additional terms and conditions will apply which may be viewed via the WGG website located at the following URL (and as updated from time to time): [Become an AWS partner \(Marketplace T&Cs\)](#);

ii. The Buyer will be deemed to have accepted the Marketplace T&Cs upon purchasing the relevant

Marketplace Products:

- iii. the Marketplace T&Cs will apply to the exclusion, to the extent permitted by law, of any other terms that Buyer seeks to impose or incorporate, or which are implied by trade custom, practice or course of dealing; and
- iv. no additional or alternative terms or conditions or any alteration to the Marketplace T&Cs proposed by the Buyer shall be deemed to apply unless they are expressly accepted in writing by an Authorised Representative of WGG.

3. Special Order Goods.

- a. Subject to contrary provisions in these Conditions, if Buyer has elected to purchase Special Order Goods, Buyer understands and agrees that any Contracts for Special Order Goods may not be cancelled, withdrawn, rescheduled or otherwise modified by Buyer, and Buyer further understands and agrees that such Special Order Goods, except as set forth under Clause 12, may not be returned, refused or rejected for any reason whatsoever. Further, Buyer shall not be entitled to a credit or refund for such Special Order Goods for any reason whatsoever. Buyer shall indemnify and hold WGG harmless for any and all delays, claims, losses, liabilities, costs or expenses related to Special Order Goods.
- b. Buyer shall be solely responsible for the accuracy of any Purchase Order submitted for Special Order Goods, including the specification, configuration or other details of such Special Order Goods and their functionality, compatibility and interoperability with other products, as well as their fitness for particular use as required by any customer of the Buyer.
- c. Without prejudice to article 11 of these Conditions, WGG warrants, for a period of fourteen (14) days from delivery, that any Special Order Goods will be delivered subject to the configuration set forth on the Purchase Order. WGG's sole and exclusive liability, and Buyer's sole remedy, for a breach of the foregoing warranty shall be to repair or replace, at its sole and absolute discretion, the Special Order Goods, provided, WGG shall have no liability for any inaccuracies on a Purchase Order.

4. Cancellation & Modification of Purchase Orders.

- a. No Purchase Order which has been accepted by WGG may be cancelled, rescheduled or otherwise modified by Buyer except by written agreement with WGG by which all characteristics of the modified Purchase Order will be agreed by the parties, including any new price required, the completion period and on the condition that other contractual arrangements.
- b. Buyer undertakes to indemnify WGG, in full, against all loss (including loss of direct and indirect profit), costs (including the cost of all labour and materials used), damages and expenses incurred by WGG as a result of cancellation of a Purchase Order for which Buyer is liable, subject to a minimum of 5% of the total value of a cancelled Purchase Order (which amount Buyer agrees represents a genuine pre-estimate of WGG's loss), together with WGG's costs and expenses of recovering Products delivered or in transit.

5. Prices.

- a. The price of Products in WGG's stock on the Contract Date shall be: (i) the quoted price provided by WGG formally in writing, which shall remain valid for seven (7) days following the date of quotation), or (ii) in case no quoted price has been formally provided in writing to the Buyer or its validity period has expired as per (i) above, the list price in WGG's then current published price list on the date of Contract.
- b. The price of Products which are not in stock on the Contract Date ("Backordered") shall be: (i) the quoted price provided by WGG formally in writing, which shall remain valid for seven (7) days following the date of quotation, or (ii) in case no quoted price has been formally provided in writing to the Buyer or its validity period has expired as per (i) above, the list price in WGG's then current published price list on the date the Backordered Products are scheduled for delivery to Buyer.
 - c. Notwithstanding the foregoing, WGG reserves the right, by giving reasonable notice to Buyer before delivery, to increase the price of Products after the Contract Date to reflect any increase in the cost of such Products that is due to any factor beyond the control of WGG, including any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which are requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give WGG adequate information or instruction, but WGG shall only increase its price by the amount absolutely necessary to reflect such an increase. If the event WGEQ or its agent makes a material error or omission when quoting a increase of the price, WGEQ notified by WGG to the Buyer is higher than 10%, the Buyer shall be entitled, for a period of thirty (30) days following to withdraw from the Contract Date, to increase the price of the related Products sold to Buyer by either (at WGEQ's option) (i) invoicing Buyer for the Buyer's proper list price on the date of if the Buyer proves that it may be provided with the same products or services at a lower price, by giving written notice to WGG no later than ten (10) days before arranged delivery. Withdrawal from the Contract Date, or (ii) allowing Buyer to return such Products to WGEQ and crediting shall not affect any services provided up to the effective date of withdrawal, for which the Buyer for the fees paid by Buyer for such Products is liable to repay in full.
 - a. Except as otherwise stated on a price quotation or in WGG's then current price list, and unless otherwise agreed in writing between the Buyer and WGG, all prices are quoted on an Ex Works basis (as per Incoterms 2020).
- d. All prices and charges are exclusive of the cost of packaging and delivery, insurance, configuration, fulfilment and other services, as well as applicable value added tax (VAT), sales, use, consumption, gross sales tax (GST) and other taxes (other than taxes based upon WGG's net income) for which the Buyer shall be additionally liable for paying to WGG. Buyer shall make all payments to WGG without reduction for any withholding taxes, which shall be Buyer's sole responsibility. All taxes shall be paid by Buyer to WGG unless Buyer provides WGG with a valid certificate of exemption acceptable to the appropriate taxing authority.

e. Prices exclude any copyright levies, waste and environment fees and similar charge that WGG by law or statute may charge or collect upon in accordance with such laws or statutes.

f. In the event a Supplier grants a special pricing consideration or discount to WGG and such Supplier pricing is made available to Buyer ("Pass-Through Discounts"), the Buyer agrees to adhere to the terms and conditions of such Pass-Through Discounts ("Pass-Through Discount Terms"), and agrees to indemnify WGG for any Supplier claims against WGG for Buyer's failure to comply with such Pass-Through Discount Terms. Buyer agrees that payment and receipt of benefits under Pass-Through Discount Terms are contingent upon Buyer's compliance with such terms, and further agrees to pay any costs or fees, if any, charged to WGG by the Supplier for participation in Pass-Through Discounts.

6. Payment and termination.

a. Unless otherwise agreed, Buyer's payment shall be due on the date of the invoice and in advance of delivery. If WGG has granted to Buyer payment term, then Buyer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Buyer on the date that Products are shipped. If payment is made by credit or debit card then Buyer agrees to pay all fees and service charges incurred by WGG in handling such transactions, including fees charged by the credit or debit card company.

b. All express deliveries are subject to additional shipping charges regardless of invoice value.

c. In case of Buyer's default, interest shall apply on the purchase price at the statutory default interest rate.

a. WGG shall be entitled to recover any invoiced amounts notwithstanding that delivery may not have taken place whether or not title has passed to Buyer.

In any of the below events:

(i) Buyer fails to make any payment under any Contract when due; and/or

(ii) Buyer commits a material breach of any term of the Contract or, in case of remediable breaches, fails to remedy that breach within fourteen (14) days of Buyer being notified in writing to do so; and/or

(iii) Buyer takes any step or action in connection with insolvency proceedings of any kind, liquidation or any arrangement with its creditors, winding-up, bankruptcy etc., whether voluntarily or involuntarily; and/or

(iv) Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and/or

(v) Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

Then, without prejudice to any other right or remedy available to WGG, the full price of all Products delivered to Buyer under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed payment terms) and WGG shall be entitled to take any or all of the following courses of action:

i. by written notice, suspend or terminate any Contract or any part thereof, with immediate effect and without liability, and stop any Products in transit and, at its discretion, subject to Clause 8, enter Buyer's premises to recover Products for which payment has not been made in full;

ii. set-off any amounts due against any credit note, balance or other credit issued by WGG to Buyer;

iii. appropriate any payment made by Buyer to such Products (including Products supplied under any other contract between Buyer and WGG or any WGG branch or subsidiary) as WGG may deem fit (notwithstanding any purported appropriation by Buyer); and/or

iv. alter Buyer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Buyer through the provision of a bank guarantee.

d. Buyer shall provide WGG with copies of its annual and/or quarterly financial statements upon WGG's request.

e. Buyer must notify WGG in writing prior to entering into any contract whereby Buyer would sell, assign, factor or otherwise transfer any book debt owed to Buyer, or before entering into any form of invoice discounting arrangement with a third party.

f. On termination of the Contract for any reason Buyer will immediately pay to WGG all of Buyer's outstanding unpaid invoices and, in respect of Products supplied but for which no invoice has been submitted, the WGG shall submit an invoice, which shall be payable by Buyer immediately on receipt.

g. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

h. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

7. Delivery.

a. Any dates quoted for delivery of the Products are approximate and therefore non-binding, unless the parties specifically agree that they are binding. Unless otherwise agreed, WGG may deliver the Products in advance of the specified delivery date upon giving reasonable notice to Buyer.

b. Unless otherwise agreed in writing, delivery of the Products shall be made at WGG's premises upon notification to Buyer that such Products are ready for collection. Buyer shall be entitled to collect the Products any time thereafter on reasonable notice during WGG's normal business hours. WGG shall have the right to assume that any person who both reasonably appears and claims to have the authority to accept and sign for delivery of the Products on behalf of Buyer does, in fact, have requisite authority from Buyer.

c. Claims for non-delivery of Products must be made in writing to WGG within five (5) working days from the date of invoice. In the event WGG should agree to deliver Products directly to Buyer's customer, any such delivery shall be deemed to be made to Buyer and any refusal by Buyer's customer to accept such delivery shall be deemed to be a refusal by Buyer.

d. Partial delivery of Products is permissible if the parties have not agreed differently or if partial delivery is reasonable for the Buyer, under the meaning that partial delivery may be used by the Buyer within the purpose of the Contract and without incurring any burden to the Buyer.

e. If Buyer fails to take delivery of the Products or fails to give WGG adequate delivery instructions in its Purchase Order then, without prejudice to any other right or remedy available, WGG may: (i) store the Products until actual delivery and charge Buyer for the reasonable costs thereof, including insurance costs; or (ii) release the Products, if more than thirty (30) days pass from the Buyer's failure to take delivery of the Products or from unsuccessful delivery due to Buyer's failure to provide accurate/adequate delivery instructions.

f. Buyer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products pursuant to a Contract.

g. If there is a shortage of Products available to WGG then WGG may allocate any available Products between its buyers on such a basis as it deems appropriate. In case of the foregoing, then Buyer agrees to accept any Products delivered to it and shall pay the appropriate pro-rated portion of the invoiced price for such Products.

8. Transfer of risk & retention of title

a. Unless otherwise agreed, the risk of accidental loss and accidental damage of the Products shall pass to Buyer the latest upon handover. If the Buyer is in default of acceptance, this shall be considered equivalent to handover/acceptance.

b. If WGG has undertaken to ship the Products to the Buyer, the risk of accidental loss and accidental damage of the Products, as well as the risk of delay shall pass upon delivery of the Products to the third party responsible for carrying out the shipment.

c. The Products shall remain the property of WGG until the purchase price, as well as all other sums which are then currently outstanding to WGG by Buyer.

d. Until such time as title in the Products passes to Buyer, Buyer shall (i) store all of the Products in such a way as to be clearly separate and identifiable from Buyer's inventory, (ii) maintain the Products in satisfactory condition and in their original packaging, properly stored, protected, insured by an insurance company and identified as WGG's property, (iii) notify WGG immediately if it becomes subject to any of the events listed in paragraphs 6.c.iii-6.c.v, and (iv) give WGG such information as WGG may reasonably require from time to time relating to the relevant Products and the ongoing financial position of Buyer. Notwithstanding the foregoing, Buyer may resell the Products in the ordinary course of business, provided, (i) that any such resale shall be subject to a retention of title clause, including a right of entry for WGG to repossess Products covered by this Clause, and (ii) Buyer does not offer the Products as collateral or otherwise pledge or or allow a lien to exist in respect of the Products (a "Third Party Security Interest") until title has passed to Buyer in accordance with these Conditions. If Buyer does permit, allow or otherwise create a Third Party Security Interest in the Products before title has passed to Buyer, then all WGG's claims towards Buyer shall immediately become due and payable. Upon WGG's request, Buyer shall provide WGG with all details and information necessary to collect the Products in the event of non-payment by Buyer.

e. If the Buyer sells any Products before title has passed to Buyer in accordance with the Conditions in such a manner as to pass valid title to the Products to a third party, the Buyer shall hold the proceeds of such sale and/or the right to claim or receive such proceeds of sale in trust for WGG, provided the foregoing shall not constitute Buyer as an agent of WGG for the purposes of any such resale.

f. Until such time as the title in the Products passes to Buyer, WGG shall be entitled to require Buyer to return the Products to WGG, if Buyer is in breach of any of these Conditions or a Contract or in any other case referred in these Conditions. If Buyer should fail to immediately comply with WGG's request, WGG shall have the right to enter on or in any premises or vehicles of Buyer where the Products are loaded or stored for the purpose of repossessing said Products.

g. If third parties seize the Products which are subject to retention of title, the Buyer shall notify them immediately in respect of WGG's ownership and it must also immediately inform WGG so that the latter is able to enforce its ownership rights.

9. Damage & Loss in Transit.

a. WGG shall not be liable in respect of error in delivery, loss, damage or destruction to any Products during transportation of the Products to Buyer unless notice thereof is advised to WGG by telephone immediately on receipt of the Products and confirmed in writing within five (5) working days and WGG has agreed to deliver the affected Products to Buyer in accordance with paragraph 7.b. Buyer shall concurrently notify the carrier in writing of any such error, loss or damage and shall in all cases, where possible, enter a note of the same upon the carrier's bill of lading or other delivery receipt. If by reason of Buyer's failure to give any such notice as provided above WGG is unable to make recovery from the carriers in respect of the error, loss or damage complained of, then Buyer shall be liable to pay for Products as though no such error, loss or damage occurred. No liability for Product shortages will be accepted by WGG unless such shortage is noted on the bill of lading or other delivery receipt.

b. Subject to the foregoing, any Products which WGG has agreed to deliver to Buyer in accordance with paragraph 7.b that are delivered in error or lost, damaged or destroyed during transportation will be replaced or rectified by WGG, as originally ordered or, if rectification or replacement is not practicable, WGG will issue a credit to Buyer equal to any payments received by WGG for such Products.

c. Any error, loss, damage or destruction of Product discovered by Buyer in delivery shall not entitle Buyer to rescind the remainder of a Contract, if such remainder of the Contract is reasonable for the Buyer, under the meaning that such remainder of the Contract may be used by the Buyer within the purpose of the Contract and without incurring any burden to the Buyer.

10. Publications & Specifications.

Any and all samples, drawings, specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of WGG or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Buyer and WGG. No employee or agent of WGG has any authority to make any representation regarding the Products. Buyer acknowledges that it has not been induced to accept these Conditions by any representations or statement, oral or written, not expressly contained herein.

11. Supplier's Warranty.

a. Buyer understands that WGG is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Buyer will ensure that any express warranty terms provided with the Products, including any benefits related thereto, are passed on to its customers from the original Supplier of the Products. Any software supplied to Buyer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms.

b. Buyer may not make or pass on, and shall take all measures necessary to ensure that neither it nor any of its agents or employees shall make or pass on, any warranty or representation relating to a Product on behalf of WGG or Supplier to its customers. Buyer shall immediately notify WGG if any Products supplied to Buyer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim"). Upon receipt of notification of such Claim from Buyer, WGG shall notify Buyer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through WGG. In the event the Claim must be handled directly between Buyer and Supplier, WGG shall provide contact information to enable Buyer to contact Supplier. In the event the Claim will be handled by WGG, then WGG shall provide Buyer with a return material authorization ("RMA") for Buyer to return the Products to WGG, and Buyer shall return such Products to WGG in accordance with these Conditions and WGG's then current RMA policy (which shall be made available to Buyer upon request). No Products may be returned to WGG without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. WGG shall not be obligated to ship replacement Products to Buyer until WGG is in receipt of the original Products being returned.

c. Buyer agrees that WGG's sole liability to Buyer regarding any Product defect claims as per this Clause is limited to the administration of such claims with the Supplier and is expressly contingent upon WGG's ability to obtain a refund, credit or new replacement Products from the Supplier.

e. All transport charges incurred in returning or replacing Products are the responsibility of Buyer.

12. Returns.

- a. Buyer shall return Products to WGG in accordance with these Conditions and WGG's then current RMA policy (which shall be made available to Buyer upon request). Any Products returned pursuant to an RMA number issued by WGG must be returned to WGG within five (5) working days of the date of such RMA.
- b. Buyer irrevocably authorizes WGG to carry out any necessary tasks related to the repair or replacement of Products on behalf of Buyer under these Conditions.
- c. Unless WGG collects Products using its own carrier, Buyer agrees that WGG shall not be liable for any loss or damage to Products returned to WGG.
- d. Except for Products returned pursuant to Clause 12 above, any returns are subject to WGG's sole and absolute discretion and may be subject to a fifteen percent (15%) restocking fee, at WGG's sole discretion.

13. Liability.

- a. In the event of non-conformity of the delivered Products under the meaning of articles 534 et seq. of the Greek Civil Code, the statutory provisions shall apply to the Buyer's rights, except if it is otherwise specified below. In case of Contracts with Consumers, the statutory provisions of the Law 2251/1994 on the protection of consumer and od articles 534 et seq. shall apply.
- b. In case of non-conformity of a delivered Product, the Buyer agrees that WGG has the right to choose between restoration of the non-conformity and replacement of the Product.
- c. WGG shall be liable for damages, irrespective of the legal grounds, only in cases of wilful misconduct or gross negligence. Liability in cases of slight negligence is excluded, except where the statutory provisions do not allow exclusion of liability due to slight negligence (article 332 of the Greek Civil Code).
- d. The limitations of liability set out in Clause 12(b) shall likewise extend to third parties and shall apply in cases of breaches of duty by individuals for whose conduct WGG is liable under applicable statutory provisions, including where such individuals act for the benefit of such third parties. These limitations shall not apply where a defect has been fraudulently concealed or where a guarantee as to the quality of the goods has been provided.

14. Intellectual Property Rights.

- a. Buyer acknowledges that the Products are the intellectual property of the Suppliers. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Buyer. Buyer further agrees not to copy, modify, translate, create derivative works from, reverse engineer, reverse compile or disassemble any software and agrees to transfer to its customers a copy of any license agreements or other documents included with the Products. Buyer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products.
- b. Buyer understands and agrees that WGG will not and has no duty to indemnify, defend or hold Buyer or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights arising in connection with the Products and/or this Contract, except and only to the extent that a Supplier has expressly agreed to offer such indemnification and defence to Buyer on a pass through basis. WGG makes no representation or warranty that the Products, or Buyer's or its customers' use of the Products, will not infringe the intellectual property rights of any third party in any particular jurisdiction or for any specific application.
- a. When making proposals and agreements with foreign governments which involve any Products, Buyer will take all reasonable steps to ensure that Supplier's proprietary rights in such Products receive the maximum protection available from such foreign government for commercial computer software and related documentation developed solely at private expense.
- c. Nothing contained herein shall be construed as authorizing or granting to Buyer any right or license to use any logo, trademark or trade name of WGG or any Supplier, any license of which shall be subject to separate agreement including any then current policies of WGG or its Suppliers, as appropriate.

15. E-System Specific Terms.

- a. Buyer is solely responsible for the use of any User ID, password or other forms of identification (collectively "Buyer ID") for accessing the E-System, and in maintaining the confidentiality of the Buyer ID. Buyer shall immediately notify WGG in the event it should lose or misplace or suspect any abuse (actual or attempted) of the Buyer ID. Buyer shall maintain appropriate security policies and procedures to ensure proper use of the Buyer ID. Absent notice from Buyer otherwise, WGG shall have the right to rely absolutely on any Purchase Orders submitted through the E-System and treat any Purchase Order submitted through the E-System as a valid and binding offer to purchase.
- b. Buyer is solely responsible, at its sole cost and expense, for securing and maintaining its own Internet access, facilities, hardware and software requisite to access the E-System. Buyer agrees that WGG cannot guarantee the security or integrity of any data or information exchanged through the Internet or the E-System.
- c. WGG does not warrant that the E-System will be uninterrupted, error-free, secure or available at any particular time, and shall have no liability for any loss, delay, or inability to place orders arising from system downtime, maintenance, technical failure or cyber incidents.

16. Force Majeure.

- a. WGG shall not be liable to Buyer or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure.
- b. In the event of a Force Majeure event: (i) WGG shall, as soon as commercially practicable, notify Buyer of such Force Majeure event provided WGG shall incur no liability for its failure to give such notice; (ii) WGG's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of WGG's performance shall be extended by a period equal to the duration of said Force Majeure event.
- c. In the event a Force Majeure event should continue for more than ninety (90) days either party may, by written notice to the other, cancel a Contract insofar as Products remain undelivered under said Contract. Upon such cancellation, WGG shall have no obligation to deliver and Buyer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered prior to the date of cancellation.

17. Compliance with Laws; Export.

- a. Buyer acknowledges that the Products and any technical data related thereto is licensed or sold subject to and controlled by the export laws of the United States ("US") including its Export Administration Regulations, the United Kingdom ("UK"), European Union ("EU") and countries within the European Free Trade Area ("EFTA") (collectively the "Export Control Laws") and Buyer hereby agrees not to export, re-export or otherwise distribute Products, or direct products thereof, in violation of any Export Control Laws. Buyer agrees to advise its customers that the Products are subject to and controlled by such Export Control Laws and that the US government and/or the UK or member states of the EU and EFTA may require licensing or other authorisation prior to export.
- b. Buyer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Buyer has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. Buyer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products

to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.

- c. It is Buyer's sole and exclusive responsibility to obtain any and all appropriate approvals of from the UK, US government and/or member states of the EU and EFTA prior to exporting such Products, or any technical data related thereto, from the UK. WGG shall not be responsible for any costs, liabilities or damages resulting from Buyer's failure to obtain any such required authorisation. Buyer understands that the Export Control Laws may change from time to time. It is Buyer's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.
- d. Buyer warrants that it will not take any action or permit or authorize any action which will render WGG liable for a violation of the US Foreign Corrupt Practices Act (the "Act"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or WGG in obtaining or retaining business and (a) will not violate or cause WGG to violate such Act in connection with the sale and distribution of the Products; and (b) will notify WGG in writing if any of its owners, partners, principals, directors or officers are or become officials, officers or representatives of any government or political party or candidate for political office. WGG and its Suppliers shall be entitled to rely fully on the representations, warranties and undertakings of Buyer under this Clause 18 and shall have no obligation to independently verify end-use, end-user or destination information provided by Buyer.
- e. Buyer shall comply with the UK's Waste Electrical and Electronic Equipment Regulations 2013, The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012, EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as amended from time to time and instated within each country into which Products are imported, exported or otherwise distributed by Buyer, such obligation which shall include registering as a "producer" under all applicable UK, EU and other WEEE legislation. Buyer shall notify WGG in the event it should export any of the Products outside of the United Kingdom.
- f. Buyer shall indemnify, defend and hold WGG harmless from any violation or alleged violation by Buyer of the terms of this Clause, including any fines, penalties, enforcement actions, investigations, administrative proceedings, or remediation costs arising from Buyer's breach of this Clause. Upon WGG's request, Buyer agrees to confirm, in writing, its compliance with applicable Export Control Laws and the Act.

18. Non-Solicitation.

For a period of twelve (12) months following the date of any Contract hereunder, Buyer hereby agrees not to solicit or induce any employee of WGG involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment or terminate or breach their contract for services with WGG as the case may be, and Buyer shall not appoint, engage, contract or employ such employee in the United Kingdom to provide services to Buyer. In the event Buyer should breach this Clause, Buyer agrees to pay WGG, by way of liquidated damages, a lump sum representing forty percent (40%) of the employee's annual salary (excluding benefits) and Buyer hereby agrees that such sum is a genuine and reasonable pre-estimate of WGG's loss.

19. Confidential Information.

Buyer agrees that these Conditions, including any Contracts, all Product related information including pricing and descriptions which are provided by WGG to Buyer, regardless of the form in which it is provided, and all confidential information concerning the business, affairs, customers, clients or Suppliers of WGG or of any member of the group of companies to which WGG belongs are each considered confidential information of WGG and its Suppliers ("Confidential Information"). Confidential Information shall also include pricing structures, rebate arrangements, discount levels, supplier programmes, commercial strategies, system access credentials, audit materials, compliance procedures, and any analyses or derivatives thereof, whether or not marked as confidential. Buyer shall hold such Confidential Information in strict confidence and not use or disclose such Confidential Information to any third party except as required by law. Buyer further agrees to limit access to such Confidential Information to those of its employees who have a need to know and are subject to written obligations of confidentiality at least as protective of the Confidential Information as these Conditions. Buyer shall be fully liable for any disclosure or misuse of Confidential Information by its affiliates, employees, officers, agents, contractors or customers.

All Confidential Information is provided "AS IS" without any representation or warranty, either express or implied, as to accuracy or completeness. WGG agrees to hold, in strict confidence, and not disclose to a third party any sensitive information provided by Buyer which is marked as confidential, proprietary or using similar terms.

Upon termination or upon WGEO's request, Buyer shall promptly return or permanently destroy, depending on WGEO's choice, all Confidential Information and certify such destruction in writing, except where retention is required by law.

19. Miscellaneous.

- a. **Notices.** Any notice given to a party under or in connection with this Contract shall be deemed to be served in the following circumstances:
 - . if delivered by courier/hand to the party to whom it is given at its registered address, in which case it will be effective on signature of a delivery receipt or at the time the notice is left; or
 - . pre-paid first class post to the party to whom it is given at its last known address, in which case it will be effective on the third day after posting; or
 - . if sent by email to the recipient's email address (as notified in writing from time to time), in which case it will be effective on transmission unless a message is received declaring that the email is undeliverable.
- b. **Entire Agreement.** The Contract constitutes the entire agreement between the parties.
- c. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract. This Contract supersedes all prior discussions, correspondence, representations and understandings, including any information made available on WGG's website or E-System.
- d. **Assignment.** Buyer may not transfer or assign the Contract to a third party by operation of law or otherwise or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of WGG.
- e. **Waiver.** Failure or delay of WGG to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to thereafter enforce that or any other provision of these Conditions or a Contract.
- f. **Severability.** In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed deleted, but the remaining provisions of these Conditions will remain in full force and effect. Any provision or part-provision of the Conditions is deemed deleted under this Clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision or part provision.
- g. **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- h. **Audit Rights.** Buyer shall keep and maintain true and complete records pertaining to its performance of these Conditions or any Contract hereunder in sufficient detail to permit WGG to accurately determine whether Buyer has fully complied with their terms. Buyer shall make such records available upon reasonable notice, during regular business hours,

for inspection and copying by WGG and its representatives. Buyer shall maintain such records for at least two (2) years after the end of the calendar year to which they pertain.

i. **Marketing.** Buyer acknowledges that WGG may collect, store and use Buyer data, including personal data, for the purpose of facilitating its marketing and sale of the Products. Further information about how Buyer's personal data may be used is set out in WGG's Privacy Policy:
<https://www.westconcomstor.com/uk/en/legal/privacy-policy.html>

j. **Choice of Law & Venue.** These Conditions (including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation) shall be governed by the laws of England and Wales, and Buyer hereby agrees to submit to the exclusive jurisdiction of the English courts. The United Nation's Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions.