

The following terms and conditions of supply (hereinafter the "General Terms") exclusively govern every order, contract, or any transactional relationship entered into by the company BIOROL S.A. (hereinafter "BIOROL"), unless expressly agreed otherwise in writing between the contracting parties.

1. General Provisions

BIOROL supplies are governed exclusively by these General Terms of Supply and Sale, which prevail over any contrary or deviating proposal, term, or condition of the Customer. Submission of an order by the Customer constitutes conclusive evidence of full knowledge, unconditional acceptance, and explicit incorporation of these General Terms into the contractual relationship.

Any general or special terms of the Customer that deviate from or conflict with these General Terms shall not bind BIOROL and shall be deemed automatically null and void unless expressly approved in writing and signed by both parties.

These General Terms apply to all current and future deliveries of products to the Customer and remain in full force until replaced by newer or revised general terms of supply issued by BIOROL and communicated to the Customer.

2. Order – Formation and Acceptance of Contract

The Customer's order constitutes an offer to enter into a contract and must include a complete, accurate, and clear description of all technical characteristics, specifications, properties, and any special requirements of the products. In the absence of such information, BIOROL is entitled to execute the order according to its applicable Production Standard, without giving rise to any claim by the Customer.

Technical characteristics, specifications, properties, or special uses not expressly declared in writing at the order finalization stage shall not bind BIOROL, and any related complaint or claim is excluded.

The contract is formed and becomes binding solely upon BIOROL's written order confirmation to the Customer. The Customer is obliged to return the confirmation duly signed and stamped. Any amendment, addition, or deviation is valid only if expressly agreed in writing by both parties; otherwise, it is automatically void.

If the order is cancelled after confirmation, or in the event of Customer non-compliance attributable to fault, BIOROL is entitled to claim a contractual penalty of at least ten percent (10%) of the total order value, or more, depending on the production stage and damage incurred.

3. Price – Payment Terms

The supply price and the payment method and conditions are fully defined in the final offer and/or proforma invoice sent to the Customer after final order confirmation.

BIOROL may provide credit insurance coverage. The payment method is definitively validated following approval by the credit insurance institution. If full or sufficient coverage is not granted for the total order amount, secured payment methods (advance payment, bank guarantee, etc.) shall apply to the uncovered portion. Insurance coverage does not constitute credit extension.

Issued invoices are binding, and the stated terms, amounts, and payment conditions are essential and must be strictly observed.

4. Delivery Times

"Delivery time" refers to the preparation period of the order for loading, starting from the date BIOROL receives the signed final confirmation, final price acceptance, and advance payment (where applicable). Stated preparation and shipping times are indicative only and do not constitute an essential contractual term. Any justified delay does not entitle the Customer to compensation, withdrawal, termination, or cancellation unless expressly agreed otherwise in writing.

5. Place – Method of Delivery and Transfer of Risk

Delivery of products takes place exclusively at BIOROL's premises unless otherwise agreed in writing in the order confirmation.

Delivery time is deemed fulfilled upon BIOROL's written notification of goods availability.

Goods, regardless of shipping terms – including DDP – are always transported at the Customer's responsibility, and risk transfers to the Customer upon delivery to the first carrier.

Unloading, sorting, and handling of products are carried out exclusively using the Customer's equipment, means, and personnel, in accordance with standard commercial practice.

6. Inspection – Notification of Defects

The Customer must inspect the goods upon receipt for any loss and/or damage and submit an immediate written complaint to the carrier and written notice to BIOROL within two (2) days. Otherwise, any related claim is extinguished.

If any apparent or latent defect is discovered after receipt, the Customer must notify BIOROL in writing within eight (8) days of discovery. Otherwise, acceptance is presumed and claims are extinguished. If the complaint proves unfounded, BIOROL is entitled to compensation

for related expenses.

If part of the ordered goods is missing or defective, BIOROL's liability is limited exclusively to subsequent delivery of the missing or defective items, without further claims, compensation, or contract termination rights. Notification must occur within eight (8) days from installation and no later than sixty (60) days from receipt.

7. Warranty – Limitation of Liability

The warranty is valid for two (2) years from the invoice date. BIOROL's liability is strictly limited to replacement of defective products. All other remedies – including withdrawal, price reduction, or compensation – are excluded. Defects resulting from misuse, negligence, unauthorized intervention, or transport damage are not covered.

8. Governing Law – Jurisdiction

Greek law applies exclusively. The courts of Katerini shall have exclusive jurisdiction.

9. Personal Data

Processing is carried out in accordance with GDPR exclusively for contractual purposes. Data controller: BIOROL.

10. Final Provisions – Negotiation

All terms are deemed individually negotiated. Invalidity of any provision does not affect the validity of the remaining terms. The Customer declares full knowledge and unconditional acceptance.

11. Language

These Terms of Supply have been drafted in Greek and translated into English, Italian, and German. In case of discrepancy, the Greek version shall prevail.

The following terms of the General Terms of Supply are specifically approved: 2, 3, 6, 7.

[Customer Full Name, Company Stamp, Signature]

Approval/Acceptance of terms

[Customer Full Name, Company Stamp, Signature]