

ANNEX-TERMS AND CONDITIONS

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind ICCS unless agreed to in writing by a duly authorized official of ICCS.

2. PAYMENT

1. ICCS shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment withindays of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
2. Unless authorized by ICCS, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
3. The prices shown in this Purchase Order may not be increased except by express written agreement of ICCS

3. RISK OF LOSS OR DAMAGE

Supplier shall be responsible for any loss or damage to the goods due to Supplier's failure to properly preserve, package, or handle the goods prior to delivery. Supplier will also bear the risk of loss with respect to any good(s) rejected by ICCS and returned to Supplier, except that ICCS will be responsible for any damage to rejected or unaccepted good occasioned by the willful misconduct or negligence of its employees. The goods shall be at the sole risk of the ICCS from the time of delivery to the ICCS or to his agent or to any carrier acting for the ICCS.

4. EXPORT LICENCES

The Supplier shall obtain any export licences required for the goods.

5. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by ICCS, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

6. INSPECTION

1. ICCS shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

7. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by ICCS of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold ICCS harmless from any actions or claims brought against ICCS

pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

8. RIGHTS OF ICCS

In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, ICCS may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: a) Procure all or part the goods from other sources, in which event ICCS may hold the Supplier responsible for any excess cost occasioned thereby. b) Refuse to accept delivery of all or part of the goods. c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of ICCS.

9. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with ICCS to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by ICCS.

10. FORCE MAJEURE:

1. Neither Party will be liable to the other Party for failure to perform its respective obligations, if such failure is as a result of an unforeseeable and irresistible event, act of nature (including fire, flood, earthquake, storm, hurricane, epidemic or other natural disaster), any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, (Force Majeure) provided that such acts arise from causes beyond the control and without the fault or negligence of the invoking Party.

2. The defaulting Party will notify, as soon as possible after the occurrence of the Force Majeure event, the other Party in writing with full particulars of the Force Majeure event, including its likely duration, the estimated expenditures that will likely be incurred for the duration of the Force Majeure event, and any other conditions which threaten to interfere with the defaulting Party's performance of the order.

3. Without prejudice to any other right or remedy available under the Purchase Order, if either Party is rendered unable, in whole or in part, by reason of Force Majeure to perform its obligations and meet its responsibilities under this Purchase Order and where the Force Majeure event exists beyond 30 days then that Party will have the right to suspend or terminate the Contract with a period of written notice of seven (7) days.

11. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of ICCS, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, ICCS may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF ICCS EMBLEM

The Supplier shall not use the name, emblem or official seal of ICCS for any purpose.

13. SETTLEMENT OF DISPUTES

- 1. Amicable Settlement .The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof.
- 2. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be lodged to and heard by the competent GREEK court.
- 3. The PURCHASE ORDER shall be governed by, interpreted and construed in conformity with Laws of Greece.

14. AMENDMENTS:

The Parties may by mutual agreement amend this Purchase Order and its attaches annex of terms and conditions. Amendments will be effective only if in writing and when executed and delivered on behalf of the Parties by persons duly authorized to do so.

The Director of ICCS

**The Legal Representative
of**

Ioannis Psarras
Professor of NTUA

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