

General Terms and Conditions for the Sale of Products or Services**1. Definitions**

1.1. "Seller" is the entity providing Products or performing Services under the Contract, operating under the legal name of "Krystalla Vasiliou Ltd" and trade names "Vasiliou Architectural Skins" and "VAS Glass"

1.2. "Buyer" is the entity to which the Seller is providing Products or Services under the Contract

1.3. "Contract" means either a contractual agreement signed by both parties, or the purchase order signed by the Buyer and accepted by the Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, the Seller's final quotation, the Seller's proforma invoice, - where applicable - the Seller's order confirmation any agreed upon technical instructions exchanged between the Seller and the Buyer by electronic means or otherwise. In the event of any conflict, these Terms and Conditions shall take precedence over other documents included in the Contract. "Quotation" and "offer" are used interchangeably in this document

1.4. "Products" means glass panels and related accessories and supplies or other goods the Seller has agreed to supply to the Buyer under the Contract

1.5. "Services" includes specific/individual glass processing stages, logistics and other services the Seller has agreed to perform for the Buyer under the Contract

1.6. "Order Confirmation" means the formal acceptance by the Buyer of the Seller's final quotation, after possible multiple quotation iterations, either in the form of an email stating unconditional approval of the final quotation's contents and all possible relevant technical clarifications previously agreed upon, or by return of the signed final quotation or otherwise the Contract, together with proof of adherence to the terms of payment, as specified in the Contract

1.7. "Terms and Conditions" means these "General Terms and Conditions for the Sale of Products or Services", together with any modifications or additional provisions specifically stated in the Seller's final quotation

2. Validity and Acceptance

2.1. The sale of Products and related Services is expressly conditioned on the Buyer's assent to these Terms and Conditions. Any acceptance of the Seller's offer is expressly limited to acceptance of these Terms and Conditions and the Seller expressly objects to any additional or different terms proposed by the Buyer

2.2. No Buyer's form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions

2.3. An Order Confirmation to purchase Products or receive Services shall constitute the Buyer's assent to these Terms and Conditions

2.4. Unless the Seller has accepted the Buyer's general or particular terms expressly and in writing, those terms are explicitly excluded

3. Delivery and Shipping Terms

3.1. For shipments that do not involve export, the Seller shall deliver Products to the Buyer on an EXW basis, as per Incoterms® 2010 published by the International Chamber of Commerce. For export shipments, the Seller shall deliver Products to the Buyer as per the relevant terms referenced and agreed upon in the Contract

3.2. All delivery costs and charges are on the account of the Buyer, unless otherwise specified. Partial deliveries are permitted. The Seller may deliver Products in advance of the delivery schedule

3.3. Delivery times are approximate and are dependent upon a) prompt receipt by the Seller of all information necessary to proceed with the work without interruption and b) upon availability of the required glass substrates (raw materials) at the time of Order Confirmation

3.4. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, the Buyer shall so notify the Seller within ten (10) days following receipt

3.5. If any Products ready to be delivered under the Contract cannot be shipped to or received by the Buyer due to any cause attributable to the Buyer, the Seller may ship the Products to a storage facility, to an agreed freight forwarder, or maintain at the place of manufacture. If the Seller places Products into storage, the following apply: [i] title and risk of loss immediately pass to the Buyer, if they have not already passed, and delivery shall be deemed to have occurred; [ii] any amounts otherwise payable to the Seller upon delivery or shipment shall be due; [iii] a fee of two percent (2%) of the value of the Products will be charged to the Buyer; and [iv] when conditions permit and upon payment of all amounts due, the Seller shall make Products available to the Buyer for delivery

3.6. Any liability of the Seller for non-delivery of the Products shall be limited to shipping the Products with the next scheduled shipment in case of partial shipments, or within a reasonable time, according to the delivery terms referenced and agreed upon in the Contract

3.7. The Buyer agrees to indemnify and hold the Seller harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations, in case of trans-shipment or re-export of the Products other than in and to the ultimate country of destination declared by the Buyer to the Seller and specified as the country of ultimate destination on the Seller's invoice

4. Installation Work

4.1. In the event the Buyer desires for the Seller to perform any assembly/installation work, said work will be performed pursuant to a separate agreement to be entered into in writing by both the Buyer and the Seller detailing the terms of said work

5. Contract Price

5.1. The Buyer shall purchase the Products at the Contract price payable at the Contract designated currency and, if applicable, shall pay for any additional services provided by the Seller. Contract prices exclude shipping and handling charges, which are the obligation of the Buyer and will be added to the invoice if prepaid by the Seller

5.2. All prices shall be confidential, as per Section 10 of these Terms and Conditions, and the Buyer shall not disclose such prices to any unrelated party

5.3. Contract prices are net of any taxes, duties and charges of any kind imposed by any governmental authority, calculated upon any amounts payable by the Buyer, unless otherwise explicitly indicated

5.4. The Buyer shall be responsible for all such charges, costs and taxes, given that the Buyer shall not be responsible for any taxes imposed on, or with respect to, the Seller's income, revenues, gross receipts, personnel, real estate or other assets

6. Payment Terms

6.1. Terms of payment are referenced in the Contract and payable in the currency specified in the Contract

6.2. The Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily on any outstanding balance and compounded monthly

6.3. The Buyer shall reimburse the Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which the Seller does not waive by the exercise of any rights hereunder), the Seller shall be entitled to suspend the delivery of any Products if the Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof

6.4. The Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with the Seller. In the event the Buyer disputes any invoice or portion thereof, it shall notify the Seller in writing within thirty (30) days of receipt of said invoice, detailing the reason for the dispute, while having paid all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above

6.5. The Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from the Buyer without liability to the Seller in the event of: [i] Buyer's insolvency, [ii] Buyer's filing of a voluntary petition in bankruptcy, [iii] the appointment of a receiver or trustee for the Buyer or [iv] the execution by the Buyer of an assignment for the benefit of creditors. The Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel the Buyer's credit at any time for any reason

7. Retention of title of ownership

7.1. The Products delivered remain the exclusive and unalienable property of the Seller until their full and unconditional payment, as per Section 6 of these Terms and Conditions

7.2. Until full payment, the Seller maintains the right to recover the Products at the Buyer's cost regardless of whoever may be holding them

7.3. From the time of delivery, the Buyer shall see that the Products remain easily identifiable up to their full, unconditional payment. The Buyer shall bear all risks including without limitation in case of total or partial loss or deterioration of the Products

7.4. The Buyer shall not transfer title to the Products to any third party up to their full, unconditional payment

7.5. If the validity of this clause of retention of title of ownership is subject to legal forms in the country of the Buyer or to particular preliminary conditions, the Buyer shall so inform the seller and shall meet those conditions

8. Warranty - standards and liability claims

8.1. The Seller warrants that all Products manufactured by the Seller have been manufactured according to the applicable standards and European Norms and within the context of such norms, at the time of sale comply to the specifications as set forth in the Buyer's requirements

8.2. Beyond delivery of the Products, the Buyer shall be responsible for the correct installation, in any way use, storage, transport or handling of the Products, in accordance with recognized industry standards and rules of the art

8.3. Deviations in dimensions, weight and color tone deriving from the Production process are permissible within the scope of tolerances customary in the industry

8.4. At the time of manufacturing of the insulating glass, the external barometric pressure and the pressure within the glazing unit are at equilibrium. Changes in temperature or external barometric conditions at the place of installation may temporarily disturb such an equilibrium, resulting in the appearance of either concave or convex curvature of individual glass panels. Hermetically sealed glazing units may exhibit such a phenomenon, which is considered in line with physical laws and therefore excluded as grounds for complaint

8.5. The manufacturing of heat-treated safety glass involves the development of stress within the glass. The stressed areas become visible in polarized light. Since natural light is polarized to a greater or lesser extent, depending on weather conditions and the time of day, the natural phenomenon of anisotropy may be visible. Anisotropy is not a defect and does not constitute grounds for complaint

8.6. Nickel-sulphide inclusions are naturally present in the mass of float glass, and their presence in Heat Toughened safety glass can result in the glass' spontaneous breakage, a phenomenon that cannot be detected or prevented during manufacturing and as such does not constitute grounds for complaint. For Heat Toughened glass, we recommend the application of Heat Soak Test in accordance with European Norm EN-14179, to minimize the risk of spontaneous breakage due to natural nickel sulphide inclusions

8.7. Any inspection services provided by the Seller at the Buyer's request shall be provided as a customer service only and shall not be deemed to act as a warranty or approval of the Buyer's installation, use, or maintenance of the Products, nor shall the Seller be liable for failure to detect improper use, installation or maintenance of the Products by the Buyer

8.8. In no event shall the Seller be liable to the Buyer or any third party for any loss of use, revenue or profit or diminution in value, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the Seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose

8.9. In no event shall the Seller's aggregate liability arising out of or related to the Contract, whether arising out of, or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to the Seller for the Products sold hereunder or, as to Services, for the amounts paid to the Seller for the Services performed hereunder

9. Termination

9.1. In addition to any remedies that may be provided under these Terms and Conditions, the Seller may terminate the Contract with immediate effect upon written notice to the Buyer, if the Buyer: [i] fails to pay any amount when due under this Contract and such failure continues for thirty (30) days after the Buyer's receipt of written notice of non-payment; [ii] has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or [iii] becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

10. Confidential Information

10.1. All non-public, confidential or proprietary information of the Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by the Seller to the Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Contract is confidential, solely for the use of performing the Contract and may not be disclosed or copied unless authorized in advance by the Seller in writing

10.2. Upon the Seller's request, the Buyer shall promptly return all documents and other materials received from the Seller. The Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: [i] in the public domain; [ii] known to the Buyer at the time of disclosure; or [iii] rightfully obtained by the Buyer on a non-confidential basis from a third party

11. Force Majeure

11.1. The Seller shall not be liable or responsible to the Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockdowns, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage

12. Governing Law and Submission to Jurisdiction

12.1. All matters arising out of or relating to the Contract are governed by and construed in accordance with the internal laws of the Hellenic Republic and any legal suit, action or proceeding arising out of or relating to the Contract shall be instituted in the courts of the Hellenic Republic

12.2. The United Nations Convention on Contracts for The International Sale of Goods (1980) shall not be applicable to these Terms and Conditions of sale nor to the sale Contracts concluded on the basis of these terms. In the event of a dispute, except in case of urgency, the buyer and the seller shall seek an amicable solution before submitting their differences to the court

12.3. When the Buyer is established in another country than the Seller's country, at the Seller's sole discretion, the Seller shall have the right to bring the dispute before the court of the Buyer's registered office

13. Notices

13.1. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other physical or electronic address that may be designated by the receiving party in writing

13.2. All Notices shall be delivered electronically via email, or by personal delivery, or by nationally recognized overnight courier (with all fees pre-paid), or by facsimile (with confirmation of transmission) or by certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Contract, a Notice is effective only [i] upon receipt of the receiving party, and [ii] if the party giving the Notice has complied with the requirements of this Section

13.3. All warranty claims should be submitted as per the guidelines and supporting documentation requirements set forth in the VAS Glass Claim Form. The form is furnished upon request

14. Severability

14.1. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction

15. Survival

15.1. Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Indemnification, Submission to Jurisdiction and Survival

16. Complete Agreement

16.1. These General Terms and Conditions, together with the Contract, constitute the entire agreement between the Buyer and the Seller relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof

17. Language

17.1. The parties have expressly requested that the Contract and all related documents be drafted in the English language