

GENERAL TERMS OF BUSINESS

Last updated in November 2019

These General Terms of Business apply to the sale of equipment (hereinafter the "Supply") and the provision of any relevant services by HELBIO S.A. (hereinafter "HELBIO") to the customer (hereinafter the "Customer").

Each of HELBIO and Customer shall be called "the Party" and together "the Parties".

1 . Contract

- 1.1 HELBIO's quotation/offer shall be valid for 30 days from the date thereof, unless otherwise stated in writing in the quotation/offer.
- 1.2 The placement of an order shall be made by means of an order confirmation in writing. A final and binding contract shall be in place upon the conclusion of an order confirmation.
- 1.3 The contractual relationship between HELBIO and Customer shall be governed by the following documents, which altogether constitute the Contract: (i) HELBIO's quotation/offer; (ii) these General Terms of Business; (iii) order confirmation.
- 1.4 In the event of any inconsistency between the above documents, they shall be given the following order of precedence:
 1. Order Confirmation
 2. HELBIO's quotation / offer
 3. These General Terms of Business
- 1.5 The Contract sets out the entire agreement and understanding between the Parties in relation to the Supply and any relevant services, and shall supersede all previous agreements.

2. Scope of Supply

- 2.1 The scope of the Supply is described in the Contract.
- 2.2 HELBIO reserves the right to carry out variations to the Supply (for the improvement of the Supply), which shall not affect the main features of the Supply, the Price, the delivery date or other terms of the Contract.

2.3 If Customer requires any variations to the Supply after the order confirmation, the Contract shall be amended in writing accordingly. HELBIO shall not be obliged to carry out any variations required by Customer prior to such amendment of the Contract.

3. Price and Payment Terms

3.1 Customer shall pay the Price for the Supply specified in the Contract.

3.2 The Price shall be quoted and payable in EUR, net of VAT or other local taxes and tariffs (if applicable), unless otherwise agreed.

3.3 Any and all additional charges that may occur in connection with the Supply or the Contract (e.g. transportation related expenses, bank fees, fees for export, storage costs, taxes, etc.), shall be paid directly by Customer or will be invoiced by HELBIO additionally based on real cost.

3.4 Unless otherwise agreed, the Price and any additional charges shall be paid by Customer to HELBIO, without any right of set-off, no later than 30 days from invoice date. Payment shall be deemed to have been effected only after HELBIO's bank account has been fully and irrevocably credited.

3.5 HELBIO has the right to charge interest on any outstanding balances at the rate applicable for default interest as provided for by applicable law. HELBIO shall reserve any and all other rights and remedies available under applicable law for late payments. Customer shall reimburse HELBIO for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

3.6 Under no circumstances shall HELBIO be responsible for any income, payroll, indirect and/or other local taxes and tariffs attributable to Customer. Customer hereby agrees to indemnify HELBIO for any liability arising out of such taxes and tariffs attributable to Customer.

4. Check-Out Test

4.1 Where a check-out test has been agreed in the Contract prior to delivery, it shall be carried out at HELBIO's production plant, on Customer's test materials (hereinafter "Check-Out-Test").

4.2 Customer shall supply all necessary test materials (in the appropriate quality and quantity), at its own expense, at the location of Check-Out-Test, at least 10 days prior to the test. If Customer does not supply the necessary materials on time, HELBIO shall be entitled to purchase

them at Customer's expense and to postpone the date of the Check-Out-Test and/or the delivery date.

- 4.3 If the Supply meets the specific test parameters agreed, if any, the Check-out-Test is passed. If no specific test parameters have been agreed upon, the Check-Out-Test shall be carried out in accordance with HELBIO's general basic functions. If Supply does not pass the Check-Out-Test, HELBIO is entitled to repeat the Check-Out-Test and postpone the delivery date. A new Check-Out-Test shall, however, not be carried out if the defect is insignificant.
- 4.4 HELBIO shall promptly notify Customer of the date of the Check-Out-Test and any repeat Check-Out-Test, no later than 15 days prior to such date. Customer may attend the Check-Out-Test or any repeat Check-Out-Test at its expense. The Check-Out-Test or any repeat Check-Out-Test may be carried out in Customer's absence provided that Customer has been promptly notified.
- 4.5 Customer and/or Customer's representative shall be subject to HELBIO's security regulations during access to HELBIO's facility. Cameras, computers, recording devices, cell phones and cell phones with cameras are not permitted in HELBIO's facility. Customer's or Customer's representative's violation of HELBIO's security regulations shall be cause for removal from HELBIO's facility.
- 4.6 After the Supply has passed the Check-Out-Test, HELBIO shall give Customer a written notice as to the exact date on which the Supply will be placed at Customer's disposal and will be ready for Customer to pick up according to article 5 below.

5. Delivery

- 5.1 Unless otherwise agreed in the Contract, the Supply will be delivered Ex-Works (INCOTERMS), at HELBIO's production plant, Patra, Greece.
- 5.2 Delivery shall take place at the time agreed in the Contract. Delivery time or date may be extended or postponed by HELBIO for any reason stipulated in the Contract or in these General Terms of Business. HELBIO shall give Customer a written notice as to the exact date on which the Supply will be placed at Customer's disposal and will be ready for Customer to pick up (hereinafter "Notice of Delivery"). Delivery shall be effected upon the placement of the Supply at the disposal of Customer.
- 5.3 Unless otherwise agreed in the Contract, packaging, loading and transportation shall be arranged by Customer at its own risk and expense.

- 5.4 Upon Customer's request and if specifically agreed upon in the Contract, packaging, loading and/or transportation may be arranged by HELBIO on Customer's behalf, at Customer's full risk and expense, without changing or affecting the agreed terms of delivery as Ex-Works (INCOTERMS) and the time of transfer of risk. In such case Customer is solely responsible for the transportation and/or the insurance of the Supply. The above shall apply irrespective of whether the transporter is chosen by HELBIO, and/or the transportation fees and/or costs are paid by HELBIO and are subsequently invoiced to Customer. The packaging will be in accordance with HELBIO's standard practice and in consideration of the type of transportation to be used. All relevant expenses for packaging, loading and/or transportation will be invoiced additionally by HELBIO to Customer based on real cost and must be paid by Customer in accordance with article 3 above.
- 5.5 In case the Contract specifies delivery other than Ex-Works (INCOTERMS) and HELBIO has explicitly assumed the obligation for the transportation of the Supply at its own risk and expense, then Customer shall inspect the Supply within a reasonable time after delivery not to exceed 15 days. All Customer's claims that the Supply does not conform to the terms of the Contract due to damage in transportation and transit must be made to HELBIO in writing within 10 days after inspection. Such written notice must state the full particulars in support of Customer's claim. If Customer fails to give notice within the above time period, the Supply shall be deemed to conform to the terms of the Contract and Customer shall be bound to accept and pay for the Supply in accordance with the terms of the Contract.
- 6. Customer's obligations**
- 6.1 Customer must inform HELBIO of any and all statutory official or other requirements mandatory for the operation of the Supply at the place of installation. Customer must provide any relevant information in English (however, Greek Customers may provide the relevant information in Greek).
- 6.2 Customer's must provide reasonable assistance to HELBIO to enable it to perform its contractual obligations.
- 6.3 Unless otherwise agreed, Customer must have the installation and commissioning of the Supply performed either by HELBIO or by specially trained third party personnel; Customer must ensure proper operation and treatment of the Supply.

- 6.4 Customer must fully comply with HELBIO's instructions regarding installation, operation, safety, service and maintenance of the Supply.
- 6.5 Customer must not use non-recommended materials to the Supply. Furthermore, Customer must not carry out any modifications or repairs to the Supply without HELBIO's prior written consent, nor should it substitute any part of the Supply with a part that is not provided or recommended by HELBIO.
- 6.6 Customer must indicate the area to host the Supply for the installation. The area should be appropriate for the installation and close to media connections used by the unit (e.g. fed fuel supply, water supply etc).
- 6.7 Customer must have the connection of water, drain and electricity performed either by HELBIO or by specially trained third party personnel. Fuel gas connection and all relevant interface materials are at Customer's responsibility and expense.
- 6.8 Customer must organize and bear all costs for tools for downloading the system's cabinet from the transportation vehicle and placement at the installation position.

7. Licenses and Authorizations

- 7.1 HELBIO's obligations under this Contract are subject to export regulations of HELBIO's country.
- 7.2 If the Parties agree on delivery Ex-Works (INCOTERMS), HELBIO shall have no obligation to obtain any export licenses or other official authorization (hereinafter "Authorization"), necessary for the exportation of the Supply.
- 7.3 In case the Contract specifies delivery other than Ex-Works (INCOTERMS) and provided that it is so required by the contractually agreed INCOTERMS provisions, HELBIO shall obtain any Authorization necessary for the delivery of the Supply. If the required Authorization cannot be obtained in due time, HELBIO shall have the right to postpone the delivery date. If however, the Authorization cannot be obtained at all for a reason not at HELBIO's fault, HELBIO shall have the right to withdraw from the Contract with immediate effect, reimburse any part of the Price already paid by Customer without interest and retain title and possession of the Supply. Any further rights and/or remedies of Customer are excluded unless and to the extent such exclusion is not permitted by law.

8. Transfer of Risk

- 8.1 Risk of loss or damage shall pass to Customer in accordance with the Ex-Works INCOTERMS provisions or any other contractually agreed INCOTERMS provisions.
- 8.2 In case Customer does not take delivery of the Supply on the specified delivery date, the transfer of risks will pass to Customer on that date and Customer will thereafter bear all risks of loss of or damage to the Supply and pay all costs relating to the Supply, including storage and insurance. All relevant expenses will be invoiced additionally by HELBIO to Customer based on real cost and must be paid by Customer in accordance with article 3 above.

9. Title

- 9.1 Title to the Supply will pass to Customer only after Customer has paid the Price and any additional costs and charges in full in accordance with the Contract. Until then, the title will be retained by HELBIO (hereinafter "Retention of Title"). Customer must assist HELBIO to perfect a Retention of Title and implement measures to safeguard and assert HELBIO's Retention of Title.
- 9.2 For as long as the Supply is subject to Retention of Title, Customer will not have the right to sell, lease, lend, pledge or otherwise dispose the Supply to any third party. In case Customer finds out that a third party obtains or seeks to enforce any rights with respect to the Supply, it will notify HELBIO immediately.
- 9.3 Without prejudice to any and all other rights or remedies of HELBIO provided for in the Contract or in law, in case Customer is in payment default while the Supply is subject to Retention of Title, HELBIO will be entitled to charge default interest at the rate provided for by law, or withdraw from the Contract.
- 9.4 Unless Customer insures the Supply subject to Retention of Title (providing adequate evidence of the insurance to HELBIO), HELBIO will be entitled to insure the Supply at Customer's expense, which will be additional to the Price. All relevant expenses for insurance will be invoiced additionally by HELBIO to Customer based on real cost and must be paid by Customer in accordance with article 3 above.
- 9.5 At the time title to the Supply passes to Customer, the Supply will be free and clear of all liens, pledges, charges, other encumbrances of any kind or rights of third parties.

10. Proprietary Rights

- 10.1 Customer acknowledges that the Supply has been uniquely developed by HELBIO and includes HELBIO's software, patents, knowhow, copyrights, registered designs, trade names, trade secrets or other proprietary rights as defined herein (all-inclusive hereinafter "the Proprietary Rights") that are HELBIO's exclusive property.
- 10.2 For the purpose of this article and the Contract in general "Proprietary Rights" shall mean to include any and all software, patents, knowhow copyrights, registered designs, trade names or other intellectual or industrial property rights or trade secrets.
- 10.3 Software and hardware in the Supply are protected by HELBIO's copyright and patents and are classified as "commercial in confidence". Part of the Supply is also protected by patent.
- 10.4 All Proprietary Rights in the Supply and in any services to be provided by HELBIO related to the Supply are either owned by or licensed to HELBIO.
- 10.5 For the purposes of this article, Customer shall include, but not be limited to, Customer's employees, agents, officers, executives, authorized users, customers, affiliates and in general any individual or party obtaining access to the Proprietary Rights through Customer.
- 10.6 HELBIO grants to Customer for the duration hereof a non-exclusive and non-transferable license exclusively to use the Proprietary Rights strictly for the purposes of this Contract. Customer may not sub-license the Proprietary Rights.
- 10.7 Customer may not attempt or allow a third party to attempt to:
- produce, reproduce, copy, alter, modify or add to the hardware or software and in general to the Supply or Proprietary Rights or any part thereof;
 - modify, develop, enhance, change, divide or otherwise manipulate the Supply or Proprietary Rights;
 - rent or timeshare the Proprietary Rights;
 - provide or make the Proprietary Rights or any parts or aspects thereof (including any methods or concepts utilized therein) available to any person except to employees of Customer on a "need to know" basis unless HELBIO consents to such disclosure in writing;
 - sell, assign the use or in any way transfer, directly or indirectly, any Proprietary Rights.
- 10.8 Nothing contained in the Contract or delivery of the Supply to Customer will be deemed to convey any title or ownership or interest or right or license in any Proprietary Rights to Customer or users, except as otherwise expressly provided in the Contract.

- 10.9 Customer shall not produce similar products to the Supply or render similar services to those rendered by HELBIO in relation to the Supply using general knowledge, skills and experience, as well as all pre-existing methodologies and techniques developed by HELBIO. Customer shall not, directly or indirectly, reverse engineer or aid or assist in the reverse engineering of all or any part of the Supply.
- 10.10 Customer shall abstain and agrees to make every possible effort in order to protect the Proprietary Rights from any unauthorized reproduction, distribution, use or publication on behalf of Customer, its agents, employees, customers or any third party.
- 10.11 Any authorized or unauthorized modification, enhancement or other change to the Proprietary Rights conceived or implemented by Customer shall become the sole property of HELBIO.
- 10.12 Customer's failure to comply with the obligations set forth in this article shall be regarded as a material breach of the Contract and violation of HELBIO's Proprietary Rights and Customer acknowledges that HELBIO will suffer irreparable harm because of the unauthorized use or disclosure or violation of HELBIO's Proprietary Rights. HELBIO will be entitled to damages for the unauthorized use or disclosure or violation of its Proprietary Rights and also to seek injunctive relief and exercise any other recourse, including the temporary or permanent interruption of use or operation of the Proprietary Rights by Customer.
- 10.13 The provisions of this article shall remain effective for as long as Customer uses even a part of the Proprietary Rights.

11. Health and safety instructions

For health and safety reasons, the Supply must be installed and operated in strict compliance with HELBIO's documentation and manuals (i.e. Instruction Manual, Mechanical Book, Electrical and Control Book and Manufacturer pressure test report etc.), as described in HELBIO's quotation/offer and/or provided by HELBIO.

12. Warranty

- 12.1 Subject to clause 14 below, HELBIO warrants to Customer that the Supply will be free from defects in material and workmanship for a period of 18 months from the date of delivery or 12 months from the date of installation and commissioning if performed by HELBIO, whichever period shall first expire, on all parts excluding consumables (hereinafter "Warranty"). The warranty period shall not be subject to any

suspension or extension for any reason whatsoever. The Warranty shall apply on the conditions set out herein.

- 12.2 Customer must notify HELBIO in writing of any defects of the Supply which will appear within the warranty period specified above providing all relevant information, including contract details. This notice (hereinafter "Notice of Defect") has to be transmitted to HELBIO within reasonable time after discovery of a defect and in any case no later than 15 days.
- 12.3 HELBIO's sole obligations and Customer's exclusive remedies with respect to defective parts shall be limited to repair or replacement free of charge, at HELBIO's option. No refund of Price or other remedies shall be available to Customer.
- 12.4 Repair or replacement shall take place at HELBIO's premises unless HELBIO finds it appropriate to have the defective part or the Supply repaired or replaced at Customer's premises. Unless the Parties agree otherwise in writing, Customer will be responsible for any costs associated with: a) removal, disassembly, installation or reinstallation of any equipment, materials or the Supply as a whole to permit HELBIO to perform its warranty obligations; b) transportation to and from HELBIO's premises or production plant or repair facility in order for HELBIO to perform the repair or replacement at its own premises; c) travel, meals and accommodation expenses for HELBIO's personnel or subcontractors in order for HELBIO to perform the repair or replacement at Customer's premises.
- 12.5 Defective parts of the Supply will become HELBIO's property once they are replaced and will be returned to HELBIO at its request and expense, immediately after replacement.
- 12.6 The Warranty shall not apply: (i) if Customer fails to transmit a Complaint within reasonable time after discovery of a defect and in any case no later than 15 days; (ii) if a defect has been caused by failure to comply with HELBIO's instructions regarding installation, operation, safety, service and maintenance of the Supply; (iii) if a defect has been caused by natural wear and tear (e.g. consumables); (iv) if, without HELBIO's prior written consent, modifications or repairs are made to the Supply, or if a part of the Supply is substituted with a part that is not provided or recommended by HELBIO; (v) if a defect or damage has been caused by a third party (including transporter) following the delivery of the Supply, or (vi) if a defect or damage has been caused by an accident or by any incident beyond the reasonable control of HELBIO (e.g. fire, deficiencies in energy supply, natural disasters, earthquakes, etc.).
- 12.7 The Warranty is subject to a two-year statute of limitation.

12.8 Subject to clause 14 below, the Warranty provided herein shall not replace any legal guarantee provided for by law for defects which existed at the time of delivery of the Supply in accordance with articles 537 and subsequent of Greek Civil Code.

13. Provision of Services

13.1 Services related to the Supply, e.g. installation, start-up, commissioning, supervision or training (hereinafter "Services"), will be rendered by HELBIO only if expressly agreed in the Contract. Services shall be separately charged and invoiced to Customer. Under no circumstances shall the sale of the Supply and the provision of Services be considered as a turnkey project, nor shall provision of Services change or affect in any way the contractually agreed INCOTERMS provisions for delivery and transfer of risks of loss of or damage to the Supply.

13.2 Should HELBIO and Customer agree in writing that HELBIO will provide Services, these General Terms of Business shall apply in an analogous way provided that HELBIO has no other specific general terms for the provision of services.

13.3 Services will be delivered with reasonable skill and care. HELBIO will have the right to appoint subcontractors to assist it in delivering the Services.

13.4 Customer shall be obliged to, prior to the commencement of Services and/or at all times during the provision of the Services: a) provide to HELBIO all information and assistance required for obtaining the necessary permits and licenses (including visa and work permits for HELBIO's subcontractors' personnel) for rendering the Services; b) perform, at its sole expense and responsibility, all necessary preliminary works; c) provide all necessary information, resources and assistance in accordance with HELBIO's instructions; d) comply with all health and safety regulations applicable at the place of installation; e) ensure that the provision of Services shall not endanger the health and/or safety of HELBIO's employees or subcontractors' personnel.

13.5 In case Customer fails to comply with the above obligations, HELBIO shall be entitled to postpone or suspend the provision of Services, without bearing any liability, until Customer fully complies with its obligations. Furthermore, Customer shall be liable for any damages suffered by HELBIO or its subcontractors and/or their personnel.

14. HELBIO's limitation of liability

- 14.1 Subject to clause 14.5, HELBIO shall have no liability for any defect or absence of agreed specifications which existed at the time of delivery of the Supply, or for any defect covered by the Warranty, whether based on Contract, Warranty, tort, law or other basis or grounds.
- 14.2 Subject to clause 14.5, HELBIO's liability for any direct economic loss or damage suffered by Customer, arising from or in connection with the Contract or any breach thereof, whether based on Contract, Warranty, tort, law or other basis or grounds (including liability for damage due to or caused by defects or absence of agreed specifications whether existing at the time of delivery or appearing at a later stage), shall be limited to the amount of the Price actually paid by Customer to HELBIO.
- 14.3 It is specifically agreed that, subject to clause 14.5, HELBIO's liability for any indirect or consequential economic loss or damage, loss of profit or loss of production suffered by Customer, arising from or in connection with the Contract or any breach thereof, whether based on Contract, Warranty, tort, law or other basis or grounds (including liability for damage due to or caused by defects or absence of agreed specifications whether existing at the time of delivery or appearing at a later stage), shall be excluded.
- 14.4 Subject to clause 14.5, in no event shall HELBIO be liable for damages (direct or indirect or consequential or loss of profit or production) due to or caused by: (i) Customer's failure to inform HELBIO of any and all statutory official or other requirements mandatory for the operation of the Supply at the place of installation; (ii) Customer's failure to comply with HELBIO's instructions regarding installation, operation, safety, service and maintenance of the Supply; (iii) an act or omission of a third party (including transporter) following the delivery of the Supply, (iv) an accident or any incident beyond the reasonable control of HELBIO (e.g. fire, deficiencies in energy supply, natural disasters, earthquakes, force majeure etc.); (v) any advice or service provided by HELBIO to Customer without a separately agreed fee; or (vi) Customer's or any third party's negligence or willful misconduct.
- 14.5 HELBIO's limitation of liability as described in paragraphs 14.1-14.4 above shall not apply in case of HELBIO's wilful misconduct or gross negligence unless and to the extent permitted by applicable law.

15. Force Majeure

- 15.1 HELBIO shall not be in breach of the Contract nor will it incur any liability to Customer if it is unable to comply with its contractual obligations as a result of any cause beyond its reasonable control, such as but not limited to war, strike, natural disasters, earthquake, etc. (hereinafter "Force Majeure").
- 15.2 In the event of a Force Majeure, HELBIO shall be obliged, as soon as reasonably practicable, to notify Customer. In such case, any delay due to Force Majeure shall equally extend the time of performance under the Contract.
- 15.3 If a Force Majeure lasts for more than 120 days, either of the Parties shall have the right to withdraw from the Contract without any of the Parties bearing any liability to the other.

16. Confidentiality

- 16.1 During the course of this Contract, Customer shall have access to and be entrusted with Confidential Information. The term "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual or industrial property nature or otherwise), whether oral or written, relating to HELBIO, HELBIO's business, HELBIO's Proprietary Rights and the Supply, including without limitation, business information, drawings, designs, technology, knowhow, pricing, specifications, trade secrets and information marked "commercial in confidence".
- 16.2 Customer shall treat all Confidential Information as strictly private and confidential and take all steps necessary to preserve such confidentiality. Without HELBIO's prior written consent, Customer shall not disclose Confidential Information, whether directly or indirectly, orally or in writing, to any third party or use it for any purpose except for the sole purpose of the Contract.
- 16.3 This Agreement shall not apply to Confidential Information that: i) is in the public domain at the time it is acquired by Customer or enters the public domain after that, otherwise than as a result of unauthorized disclosure by Customer; b) is already in Customer's possession prior to its disclosure to Customer by HELBIO.
- 16.4 Upon HELBIO's request and in any case upon termination of the Contract for any reason (including withdrawal from the Contract by any Party), Customer shall return to HELBIO all Confidential Information and copies thereof, that is in documentary or other tangible form.

16.5 The confidentiality obligations set out in this article shall remain in force for an indefinite period of time following the expiry or termination of the Contract for any reason.

17. Data Privacy

The obligations, definitions and interpretations of Greek or EU law relating to the protection of personal data shall apply to the Contract. Each Party will process the absolutely necessary personal data for the performance of the Contract, will comply with the applicable data protection legislation and will take the necessary technical and organizational measures to protect personal data.

18. Withdrawal from the Contract

18.1 Without prejudice to any and all other rights or remedies of HELBIO provided for in the Contract or in law, HELBIO shall be entitled to withdraw from the Contract upon the occurrence of any of the following events: (i) Customer's failure to pay any amounts when due to HELBIO according to the Contract; (ii) Customer's failure to perform any of its contractual obligations which are all considered to be material; or (iii) if Customer becomes insolvent or goes bankrupt, or goes under any other similar proceedings unless explicitly prohibited by applicable law.

18.2 In the event of withdrawal, without prejudice to any and all other rights or remedies of HELBIO provided for in the Contract or in law, HELBIO shall be entitled to: (i) the immediate return of the Supply by Customer at Customer's expense; (ii) a penalty of 10% of the Price to be paid by Customer immediately after withdrawal; (iii) any proven damages suffered by HELBIO as a result of such withdrawal. Following return of the Supply by Customer to HELBIO, HELBIO shall be obliged to return to Customer any part of the Price already received without interest, after setting off the 10% penalty and any proven damages suffered as described above.

18.3 Customer shall be entitled to withdraw from the Contract in case of a material defect of the Supply which existed at the time of delivery of the Supply, provided that HELBIO is liable for such defect in accordance with the Contract.

19. Miscellaneous

19.1 Customer may not assign or transfer the Contract as a whole or any of its rights or obligations under the Contract without the prior written consent of HELBIO.

- 19.2 Any notice under the Contract must be in writing and delivered by pre-paid first class post (or pre-paid overseas equivalent) to or left at Parties registered place of business. Notices delivered by post shall be deemed to have arrived where posted within Greece on the second working day, and where posted overseas, on the tenth working day following the date of posting.
- 19.3 Failure by HELBIO to exercise or enforce any rights available to it shall not amount to a waiver of any such rights.
- 19.4 If any provision of the Contract is found by the competent court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions which shall remain in full force and effect.
- 19.5 The Contract is binding on the Parties, their successors and permitted assigns.
- 19.6 Any amendments to this Contract shall be agreed by the Parties in writing.

20. **Applicable Law and Jurisdiction**

- 20.1 The Contract shall be subject to and governed by Greek law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Contract.
- 20.2 All disputes arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of Patra, Greece.

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