

General terms and conditions for laboratory services

1. Introduction

- 1.1. The following General Terms of Service take into account the accreditation criteria of PPC Testing, Inspection and Certification Single Member S.A. (hereinafter referred to as "PPC Inspectra") as a testing and calibration, laboratory according to the ELOT EN ISO/IEC 17025:2017 standard. The accreditation by the National Accreditation System (hereinafter referred to as "N.A.S.") guarantees to PPC Inspectra the competence to reliably perform tests, calibrations and measurements (hereinafter referred to as "Laboratory Services") falling within its Official Scope of Accreditation (hereinafter referred to as "OSA"). The OSA of PPC Inspectra is posted at ppcgroup.com/ppc-inspectra, as well as on the website of the N.A.S.
- 1.2. "Client" in these Terms and Conditions is defined as the recipient of the Laboratory Services of PPC Inspectra.
- 1.3. Any formal agreement for the provision of Laboratory Services by PPC Inspectra to the Client is legally binding on both parties, namely the Client and PPC Inspectra, subject to the following terms and conditions (hereinafter "Terms"). Except where there is another Contract or Framework Agreement between PPC Inspectra and the Client, the following Terms shall regulate all relations between the parties which relate to the provision of the Laboratory Services by PPC Inspectra to the Client.
- 1.4. The existence of a formal agreement regarding the provision of Laboratory Services by PPC Inspectra to the Client (hereinafter "Request") can be established by:
 - 1.4.1. the existence of a Laboratory Services Request fully completed and signed by both parties; or
 - 1.4.2. the sending of an offer by PPC Inspectra to the Client and the official written (via e-mail) confirmation of the acceptance of the aforementioned offer, which implies the acceptance of all these Terms and Conditions by the Client.

2. Expression of interest & submission of application for Laboratory Services

- 2.1. The Client may formally express their interest in the Laboratory Services of PPC Inspectra:
 - 2.1.1. by completing an Application for Laboratory Services (available at: https://innovationhub.dei.gr/el/chrhsima-entupa/) and sending it by email to sales.ppcinspectra@ppcgroup.com
 - 2.1.2. by contacting via phone or e-mail the Sales Department of PPC Inspectra.
- 2.2. In case of a telephone contact with the Sales Department, the commercial representative of PPC Inspectra will send a follow up email to the Client, summarizing the communication between the Client and PPC Inspectra, attaching the offer of PPC Inspectra and referring to the present Terms and Conditions. A reply e-mail from the Client accepting PPC Inspectra's Offer shall constitute acceptance of all of these Terms and Conditions and may be deemed equivalent to an application form under Clause 1.4 hereof.
- 2.3. The Client acknowledges that the indication of any desired deadline for the receipt of results is indicative and is used by PPC Inspectra for the planning of its activities. PPC Inspectra will use its best endeavours to respond to the Client's request, however, in no event shall this date serve as a binding deadline for PPC Inspectra to complete the Laboratory Services and send the final results to the Client.

3. Rights and obligations of the Client

- 3.1. The Client undertakes to provide in writing to PPC INSPECTRA all the information, instructions and clarifications necessary for the successful completion of the Laboratory Services requested and to reply within three (3) working days to all possible questions pertaining to the Laboratory services requested, while the latter are being performed.
- 3.2. The Client may propose the testing/calibration method they wish to apply. In any case, they shall clearly specify the standards, regulations or conventions (with their date of issue), according to which they wish the Laboratory Services requested to be performed, as well as any special requirements or deviations from the standards. In the absence of appropriate information or where such information is deemed unclear by PPC Inspectra or in case the method proposed cannot be applied, PPC Inspectra reserves the right to carry out the requested Laboratory Services in accordance with its normal practices or to deny the provision of services altogether.
- 3.3. The Client may specify whether they wish a Declaration of Conformity for the samples to be tested or the products to be calibrated (hereinafter referred to as "Samples"). Detailed information on the Declaration of Conformity and the choice of the Decision Rule is contained in document "E 313.4", which is available at ppcgroup.com/ppc-inspectra
- 3.4. The Client is responsible for the initial sampling, in case it is carried out by them. Further sub-sampling for the production of the required Samples shall be carried out either by the Client or by PPC Inspectra.
- 3.5. The Client is obliged to transport the Samples to PPC INSPECTRA's premises by their own means and at their own expense and responsibility in sufficient quantities, in appropriate packaging and using appropriate means of transport to avoid causing any damage, deterioration or loss of the Samples.
- 3.6. The Client is fully responsible for the delivery time of the Samples. The Client acknowledges that there may be delays in the completion of the Laboratory Services requested in the event that their Request is not received prior to or upon receipt of the Samples.
- 3.7. The Client acknowledges that the handling of Samples delivered to PPC Inspectra after 16:00 will take place on the next business day, unless otherwise agreed between the Client and PPC Inspectra.
- 3.8. The Client undertakes, in case it is deemed necessary for the completion of the requested Laboratory Services, to provide PPC Inspectra with additional Samples or to submit any additional documentation without delay.
- 3.9. In the event that the Samples sent to PPC INSPECTRA contain materials with hazardous properties, the Client must inform PPC Inspectra accordingly. Otherwise, the Client assumes full responsibility for any material damage or threat to the health and safety of PPC Inspectra's employees that may occur and is obliged to compensate fully PPC Inspectra for all actual and consequential damage occurred.
- 3.10. The Client acknowledges and accepts that the Samples or parts thereof may be altered or destroyed during the performance of the Laboratory Services requested.
- 3.11. In case the Client wishes to have their Samples returned to them, they must formally notify PPC Inspectra via e-mail at



<u>sales.ppcinspectra@ppcgroup.com</u> at least two (2) working days prior to the conduct of the Laboratory Services that they have requested. The Client shall collect their Samples at PPC Inspectra's premises at their own expense, unless otherwise agreed.

- 3.12. In case that the Client, after consultation with PPC Inspectra, in accordance with par. 3.11. of the present Terms, wishes to collect their Samples themselves after the end of the Laboratory Services, the Samples may be stored at the Client's responsibility in a storage area of PPC INSPECTRA's premises for a period of up to 30 days. Beyond this period, PPC Inspectra may destroy or discard any Samples.
- 3.13. In the case of Laboratory Services taking place on the Client's premises, the Client must ensure that PPC Inspectra's personnel have unhindered access to the areas required for the successful conduct of the Laboratory Services. The Client shall also ensure that all occupational health and safety measures and appropriate conditions for the reliable and safe performance of the Laboratory Services by PPC Inspectra's personnel are met. In addition, the Client undertakes to provide, where necessary, access to the assessment teams of NAS as part of the assessment of the compliance of PPC Inspectra methods with the relevant regulatory requirements.
- 3.14. The Client or their authorised representatives reserve the right to request access to the relevant areas of PPC Inspectra laboratories for the purpose of on-site monitoring of the Laboratory Services performed on their behalf. If so requested, the Client must send a formal request to PPC Inspectra by email to sales.ppcinspectra@ppcgroup.com at least 2 working days before the tests or calibrations requested are to be carried out. In the e-mail, they must also specify the details of the persons present (name, telephone number, e-mail).
- 3.15. The presence of the Client or their legal representatives during the conduct of the Laboratory Services shall be confirmed by formal written authorisation from PPC Inspectra. PPC Inspectra reserves the right to refuse, if deemed necessary, the Client's request. Any failure by PPC Inspectra to respond to the Client's request shall in no way constitute an acceptance of the Client's request.
- 3.16. The Client and its legal representatives acknowledge and accept that those present in all areas of PPC Inspectra must comply with all the rules and procedures of PPC Inspectra's Management System (hereafter "MS") and observe all required personal protection measures. The Client shall be informed upon entering PPC Inspectra and shall accept in writing the security measures which they shall observe.
- 3.17. In case that, during the appearance of the Client or their authorized representatives in the performance of Laboratory Services, an objection arises regarding the application of the method followed, the Laboratory Service will stop immediately, and the procedure provided for in the Client Comments Management Directive will be followed, in accordance with PPC INSPECTRA's MS. Under no circumstances will a methodology be followed which is dictated on the spot by the Client or their authorised representatives and which has not been formally agreed on by both parties.
- 3.18. Any modification to any of the parameters of the Laboratory Services requested by the Client will be documented by means of written electronic communication between the Client and PPC INSPECTRA, which will be kept in PPC INSPECTRA's Electronic System.

4. Rights and obligations of PPC Inspectra

- 4.1. PPC Inspectra undertakes to provide Laboratory Services to the Client with impartiality and in accordance with the applicable legislation, standards and the general regulatory framework in force at the Client's Request.
- 4.2. PPC Inspectra reserves the right to suspend or refuse, after written communication with the Client, the performance of the Laboratory Services requested by the Client in cases that:
 - 4.2.1. the Client fails to send a Sample within 90 days from the date of the Request
 - 4.2.2. the Client sends a Sample which is deemed unsuitable for the proper conduct of the Laboratory Services requested
 - 4.2.3. the Client has outstanding debts to PPC Inspectra
 - 4.2.4. a partial or total disruption (temporary or otherwise) of PPC Inspectra's ability to meet the Client's requirements occurs
 - 4.2.5. the Client fails to respond within three (3) business days to PPC Inspectra's request for the provision of further information regarding the services they requested.
- 4.3. PPC Inspectra reserves the right to outsource all or part of the requested Laboratory Services to an external partner or subcontractor. In this case, PPC Inspectra is responsible for ensuring the quality of the Laboratory Services provided.
- 4.4. PPC Inspectra is not responsible for any delays in the performance of the requested Laboratory Services to the extent that these delays are due to the Client's action or inaction or force majeure (e.g. strike, epidemics, natural disasters, war, terrorist attack, changes in legislation and regulatory frameworks, etc.).

5. Client communication and confidentiality

- 5.1. Except where the Client clearly designates a Contact Representative for all matters relating to the Laboratory Services requested, PPC Inspectra will consider the person who submitted the Request as the Client's Contact Representative and will send all necessary communications to that person.
- 5.2. The Client consents to the use of their name by PPC Inspectra for promotional purposes.
- 5.3. The use of the name and logo of PPC or any reference to PPC Inspectra or PPC S.A. in general in documents drafted by the Client, especially for advertising or commercial purposes, is prohibited without the prior consent of PPC Inspectra.
- 5.4. PPC Inspectra considers as confidential information: (a) the data provided to it by the Client, (b) the results of the Laboratory Services, (c) information about the Client received from third sources (e.g. complaint, Regulatory Authorities). Excluded from the above definition is information that (a) is already known to PPC Inspectra, (b) is publicly known (or becomes publicly known) without liability on the part of PPC Inspectra, (c) has been obtained from a third party without restriction and without breach of this Agreement, (d) has been created/discovered by PPC Inspectra, (e) its disclosure has been made with the written authorization of the Client and is required by law, court or public authority to be disclosed.
- 5.5. The disclosure of the Client's confidential information, including the results of the Laboratory Services, is prohibited without the Client's official consent, except in the case where this is provided for by law or where a relevant court decision or prosecutor's order has been issued.
- 5.6. The disclosure to the Client of information obtained from third party sources is prohibited without the written consent of the latter.



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- 5.7. PPC Inspectra processes the personal data of the Client and its agents in the context of the proper performance of the Laboratory Services requested by the Client under Article 6 par. 1 (b) of the General Data Protection Regulation (GDPR) of the European Union.
- 5.8. The Client consents to the use of the information and data provided to PPC Inspectra for all activities related to the performance of the Laboratory Services requested by the Client and declares that they ensured that any processing of personal data pertaining to their agents adheres to relevant legislation. In addition, the Client consents to the use of its contact information to send inquiries regarding the services provided by PPC Inspectra.
- 5.9. Any Intellectual Property Rights arising during the conduct of the Laboratory Services shall remain within the exclusive possession of PPC Inspectra.

6. Test Reports - Calibration Certificates

- 6.1. The completion of the Laboratory Services is evidenced by the delivery of a Test Report or a Certificate of Calibration, including the results of the services performed (hereinafter referred to as the "Report") to the Client by PPC Inspectra.
- 6.2. The original Reports shall include, at a minimum, the information required by the ELOT EN ISO/IEC 17025:2017 accreditation standard, as well as any standard document (Standard, Community Directive or Regulation, etc.) relevant to the Request. They shall be issued in accordance with the relevant procedure of the MS of PPC Inspectra in electronic format with the digital signature of the designated PPC Inspectra staff. Any change in the format of the original report is the responsibility of PPC Inspectra.
- 6.3. The original Reports may also be issued in a simplified form upon agreement with the Client. In case that the Laboratory Services requested by the Client belong to PPC Inspectra 's OSA, the Client's written agreement on the type of simplified Report is required.
- 6.4. The publication of the Reports or any revision and supplement thereto is the sole responsibility of PPC Inspectra. Any interference (alteration, modification, partial reproduction) with the above documents by any natural or legal person other than PPC Inspectra is expressly prohibited.
- 6.5. The initial original version of the Reports, any original republication and revision, including republication in a language other than Greek, as well as all controlled copies which PPC Inspectra may reproduce, are controlled publications. They shall be sent by PPC Inspectra exclusively to the Client, unless the Client requests in writing that they be sent to other recipients. The only exception is the provision of the Client's Reports to any public authority in the exercise of its relevant authority, or body that may claim and prove a legitimate interest in their possession.
- 6.6. In the reports issued by PPC Inspectra, a clear distinction is made between accredited and non-accredited Laboratory Services. The National Accreditation Logo of the N.A.S. will be used if at least one accredited method is included in the Report.
- 6.7. The issued Reports refer only to the materials and products on which the Laboratory Service requested by the Client was performed. PPC Inspectra shall not be responsible for the quality and functionality of the products in the production series. This responsibility shall be borne entirely by the producer/manufacturer or their legal representative, as defined by national legislation.
- 6.8. The accreditation of PPC INSPECTRA does not constitute or imply in any way the approval of the products by the N.A.S.
- 6.9. PPC Inspectra may reflect opinions and interpretations in the Reports. Specifically for Laboratory Services within its Official Scope of Accreditation (OSA), PPC Inspectra shall comply with the relevant requirements of the Standard EAOT EN ISO/IEC 17025:2017.
- 6.10. PPC Inspectra shall not be responsible for the way in which the results of the Report are interpreted by any third party or the Client.
 6.11. PPC Inspectra is not responsible for any amendments to standards or testing/calibration methods following the issuance of the Report.
- 6.12. The Client may only use PPC Inspectra's Report in its entirety and not extracts from it.
- 6.13. The Client may not use PPC Inspectra's Report for advertising or promotional purposes without the prior written consent of PPC Inspectra.
- 6.14. The Client may not use PPC Inspectra's Report as well as its partners or employees as experts or witnesses in any legal proceedings without the prior notification and written consent of PPC Inspectra.

7. Financial Settlement

- 7.1. In the event that the Client has not requested a quotation from PPC Inspectra, the price of the Laboratory Services will be determined on the basis of the current PPC Inspectra price list, which the Client accepts by entering into a formal agreement, as set out in 1.4 herein.
- 7.2. In the event of a modification of the Laboratory Services that the Client has requested, the agreed amount will be modified accordingly. This modification will be evidenced by written electronic correspondence between the Client and PPC Inspectra.
- 7.3. In the event that the Laboratory Services must be discontinued or cannot be completed due to force majeure, the latter may require the Client to pay for all Laboratory Services already completed.
- 7.4. PPC Inspectra may request an advance payment or the payment of the full amount corresponding to the Laboratory Services that the Client applied for. In this case, the Client is obliged to pay the entire advance payment or the total price with the payment methods indicated by PPC Inspectra in order for the laboratory tests to begin.
- 7.5. The payment of the invoice is made using an Electronic Payment Code (RF) within 30 days of its issuance. In the event of non-payment of the invoice beyond the deadline above, PPC Inspectra is entitled to apply to the competent courts and issue a payment order against the Client.
- 7.6. In the event that PPC Inspectra takes legal action to recover overdue debts from the Client, any judicial costs will be borne by the Client.
- 7.7. In the event of the existence of a Contract, Framework Agreement or any other written agreement between PPC Inspectra and the Client, the financial terms of which conflict with the present financial terms, the terms of the new respective Contract, Framework Agreement or written agreement shall prevail.

8. Report delivery

- 8.1. The Report is sent to the Client by email to the email address they have provided. PPC Inspectra is not responsible for any reports delivered to an incorrect email address, if this is due to the Client's error.
- 8.2. The delivery of the Report is initiated only after the Client has settled all their financial obligations and outstanding balances to



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PPC Inspectra. These obligations are defined by article 7 herein or by the terms of the relevant Contract, Framework Agreement or written agreement between PPC Inspectra and the Client.

9. Disclaimer

- 9.1. From the moment of the completion of the Laboratory Services, PPC Inspectra does not bear any kind of liability (civil, criminal, etc.) for the materials and any damage caused by them to third parties.
- 9.2. PPC Inspectra shall not be liable for any damages incurred by the Client due to any delay in the completion of the Laboratory Services requested by the Client or its inability to perform such Services, regardless of the reason for such delay or inability.

10. Objections and complaints

- 10.1. For the submission of complaints and objections, it is necessary to complete and send by e-mail to
- sales.ppcinspectra@ppcgroup.com the Client Comments Recording Form, which is available at ppcgroup.com/ppc-inspectra.
- 10.2. Complaints and objections must be submitted within 90 days of the delivery of the Report. After this period, the Client expressly waives any claim for the submission of complaints and objections.
- 10.3. For the handling of complaints, objections and other expressions of dissatisfaction, Procedure «Δ 60» and Directive «O 61» of PPC Inspectra's MS are followed. A description of the complaints handling procedure is available to the Client upon request.

11. Disputes between the Client and PPC Inspectra

11.1. In case of disputes that cannot be resolved amicably, the courts of Athens are competent.

12. Acceptance of the terms and conditions

12.1. Cooperation with PPC INSPECTRA results to acknowledgement and acceptance of the present terms by the Client.