

**TERMS AND CONDITIONS OF SALE AND DELIVERY OF PRODUCTS**

**GENERAL TERMS AND CONDITIONS (GTCs)**

**GENERAL:**

1. In the absence of contrary or different agreements, the following terms and conditions shall govern all agreements for orders, contracts, sales and deliveries of goods and products of spices, herbs, aromatic plants, seasonings, teas and related items of the company "DICTAMUS-MANOS & Co.". The buyer is deemed to have accepted these terms when placing an order by e-mail, letter, telegram, telephone call, fax message, orally or in any other way, provided that there has been a previous telephone or electronic communication with "DICTAMUS-MANOS & Co.", in which he was informed of the terms of cooperation. Other terms set by the buyer will be binding for the company "DICTAMUS-MANOS & Co." only if the buyer has presented them to the company in writing and the company has accepted them in writing. The present terms are also binding for orders/purchases made through third parties (e.g. advertising / promotional / brokerage websites, e-shops of third parties, etc.).

**OFFERS AND RELATED INFORMATION**

2. Offers regarding the items, quantities, prices and delivery times are not binding for "DICTAMUS-MANOS & Co." and may change without notice. Orders will be valid only if "DICTAMUS-MANOS & Co." has confirmed them in writing or when they are executed without written confirmation, upon collection of the products from its premises. In the absence of any contrary written or electronic agreements with the buyer, the estimated delivery times of the products to be conveyed or collected from the headquarters of "DICTAMUS-MANOS & Co." shall be estimated approximately. Any information or statements provided regarding the products or offers of "DICTAMUS-MANOS & CO.", including product quality specifications, product quality requirements and other documentation regarding Quality, are provided / distributed for informational purposes only, for the proper description of the products and should not be considered as an indication of specific ownership, a guarantee of specific ownership or title, nor as a guarantee of any type. The buyer accepts that

under no circumstances can the buyer make any claims against "DICTAMUS-MANOS & Co" even causally related to this information.

### **PRICES, INVOICING AND TERMS OF PAYMENT**

3. Unless otherwise agreed with the buyer, all prices are net prices without VAT and without any other additional costs for the collection of products at the headquarters of the company "DICTAMUS-MANOS & Co." (transport costs and transport insurance premiums, where applicable, are not included).

4. Payment shall be made - without deductions - before, during or even after the receipt of the goods, on net terms previously agreed upon. Payment of "on credit" invoices must be made within 45 days from the date of issue of the invoice, and is only evidenced by a written / electronic confirmation of receipt by "DICTAMUS - MANOS & Co." If not made within the above period and unless otherwise agreed in writing / electronic agreement between the buyer and "DICTAMUS - MANOS & Co.", the buyer shall pay to "DICTAMUS - MANOS & Co." the statutory interest calculated from the day after the expiry of the 45-day credit period until full payment, as well as any other expenses incurred for the payment of the claim, judicial or extrajudicial. The company reserves the right, in case it ascertains / is informed that the buyer does not pay his commercial debts even to others / third party suppliers, to demand by unilateral declaration to the buyer (proven by the means mentioned in the first clause), to notify him of the expiry of his credit period, even before the expiry of the 45 days from the issue of the invoice.

5. If "DICTAMUS-MANOS & Co." does not intend to grant an extension of the payment deadline and the buyer does not pay within the time limit, "DICTAMUS-MANOS & Co." shall be released from any obligation towards the buyer, and shall be entitled to take any action in court or out of court to defend its interests.

6. In case the prices are given in foreign currency, "DICTAMUS - MANOS & Co." has the right to renegotiate or cancel the contract of sale of products in case the value of this currency falls below 4% of the value in EURO it had on the day of confirmation of the order.

### **SHIPMENTS AND DELIVERIES**

7. All goods are transported on behalf and under the buyer's responsibility / risk after the goods leave the premises of "DICTAMUS-MANOS & Co".

8. In the absence of contrary agreements with the buyer, the goods shall be loaded, transported and insured at the sole discretion / option of "DICTAMUS-MANOS & Co."

9. The materials used for the packaging and shipment of the goods are charged at cost prices. The choice of packaging, the type and method of shipment and the shipping route shall be at the sole discretion / option of "DICTAMUS-MANOS & Co.", in the absence of any written / electronic agreements / instructions to the contrary from the buyer and corresponding acceptance / confirmation by "DICTAMUS-MANOS & Co."

10. Cargo insurance can be arranged upon request and at the buyer's expense, which the buyer is obliged to pay upon confirmation of the order by "DICTAMUS-MANOS & Co" and in any case before the dispatch of the products.

11. The buyer is not entitled to claim compensation in cases where the execution of the order is impossible, in cases of loss of goods for which "DICTAMUS-MANOS & Co." is not responsible and in any case of force majeure.

12. "DICTAMUS-MANOS & Co." bears no responsibility for the delay in delivery of the goods, for which the transport company is solely responsible.

### **PLACING OF GOODS ON THE MARKET**

13. If the purchaser places on the market goods (products or merchandise) purchased or produced by "DICTAMUS-MANOS & Co." the purchaser will be solely responsible for their proper placement in accordance with the applicable legislation on food and animal feed as well as the legislation on medicines or any other relevant provisions. "DICTAMUS-MANOS & CO." has no obligation to provide advice to the buyer or to provide any clarification in this respect, and the latter is obliged to know and act in accordance with the law. If "DICTAMUS-MANOS & Co." has packaged and/or marked products on behalf of and/or in accordance with the requirements/instructions of the contracting buyer, or if the contracting buyer supplies itself with its own requirements/information on its own labels placed on the

goods/products produced by "DICTAMUS-MANOS & Co", then the buyer shall bear the sole responsibility in relation to their further sale as to the geographical area in which they will be distributed in relation to the requirements of the Law. In any case, the purchaser shall be obliged to pay on behalf of "DICTAMUS-MANOS & Co", and to cover any extrajudicial, judicial or other expenses incurred by "DICTAMUS-MANOS & Co." for its legal representation in any claims made by third parties against "DICTAMUS-MANOS & Co." arising from related acts/actions/omissions of the buyer, not excluding the payment of compensation in the event of damage to the commercial name/image/clientele of "DICTAMUS-MANOS & Co."

### **GOODS, GUARANTEES, OWNERSHIP, RETURNS**

14. The buyer is obliged to inspect the goods immediately upon receipt. Upon receipt and within the framework of the obligation of traceability and quality control, the buyer shall be solely responsible for the further processing of the goods received or for placing them on the market, if in the course of the above inspection the buyer has detected a quality defect, lack of agreed properties or a deviation from the legal specifications. In particular, the buyer is obliged to notify "DICTAMUS-MANOS & Co." without delay and in particular within 8 working days from the proven receipt of the goods in writing/electronically for any kind of defects, such as deviations from quality specifications or non-conformities, incomplete delivery or erroneous deliveries. If the delivery of new products to replace the defective ones proves impossible in any way, the buyer reserves the right to terminate the purchase contract or to propose a reasonable price reduction, which reduction shall be at the sole discretion of "DICTAMUS-MANOS & Co."

15. Returns are accepted only with the consent of "DICTAMUS-MANOS & Co.", which is proven in any case in writing or in any electronic form (fax, e-mail, postal letter). Any return shall be accepted only if notified by the purchaser within 10 days of the date of issue of the sales invoice / shipment note and if the reason for the return is attributable to "DICTAMUS-MANOS & Co." due to fraud or gross negligence on its part in the performance of its contractual obligations. The returned goods must necessarily be in their original packaging and are returned at the expense and responsibility of the buyer, and are necessarily accompanied by a consignment note

with the indication "RETURN". All claims of the buyer - in case of defective goods - including any request for damages and claims for reimbursement of expenses, shall be barred after one year, an exclusive period, which shall commence from the proven date of delivery of the goods to the buyer.

16. If the buyer cancels an order after the stage of confirmation by "DICTAMUS-MANOS & Co.", even if it has not been executed, the buyer shall pay to "DICTAMUS-MANOS & Co." as compensation at least 30% of the agreed net value. "DICTAMUS-MANOS & Co." reserves the right to claim a percentage higher than 30% of the agreed net value in any case where it proves that its loss is higher than this percentage. "DICTAMUS-MANOS & Co." is not obliged to attribute-correspond this percentage to a loss, but it is agreed as a clause, which the buyer accepts with the dispatch of its order, being obliged to pay it, provided that the aforementioned conditions for its application are met.

17. Any remarks, demands for supplements or corrections or complaints concerning acts or omissions, due to fraud or gross negligence by "DICTAMUS-MANOS & Co.", will be accepted only if they are made - and proven by the above restrictively mentioned ways by the buyer - within the exclusive period of 8 days from the receipt of the goods, and in case of hidden defects of the goods, within 8 days from the moment they became apparent. In any case, the time limit for rectification may not exceed 20 days from the receipt of the goods - in accordance with the terms of delivery / acceptance - otherwise it will constitute an abusive exercise of a right, not excluding the right of "DICTAMUS-MANOS & Co." to claim reasonable compensation at its sole discretion.

18. In any case, the liability of "DICTAMUS-MANOS & Co." for fraud or gross negligence is limited to the payment to the injured party of compensation up to the amount of the total price of the respective invoice, excluding any monetary claim exceeding this. This also applies to the personal liability of the persons employed by "DICTAMUS-MANOS & Co." In the event that the limitation of liability or the disclaimer of liability set out in the provision of this Article is inconsistent with commercial practice, in particular as regards the due transactional diligence normally applied, the liability of "DICTAMUS-MANOS & Co." shall be limited to the damage ordinarily provided for and typical of the nature of each specific contract of sale. If

"DICTAMUS-MANOS & Co." is liable for damages that are not due to fraud or gross negligence, then this liability for damages is limited to the amounts of indemnity offered by the general civil liability and product/goods liability policies that "DICTAMUS-MANOS & Co." usually enters into.

19. Any dispute will be resolved by the competent courts of the city of Heraklion, Crete.

**Signed and Sealed:**

MANOS & Co., Aromatic Plants, Herbs, Spices, Teal

5th Km. Irakleiou-Maladon, P.C. 71500

Industrial Area Foinikias, Herakleio

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