

DEFINITIONS. The term "Agreement" means this Agreement, including the preceding page (or pages) and the attachments thereto. The term "Parties" means Vivechrom and Buyer and the term "Party" means either Vivechrom or Buyer.

PURCHASE AND SALE. During the term of this Agreement, Vivechrom shall sell to Buyer, and Buyer shall purchase from Vivechrom, in accordance with the terms of this Agreement.

ORDERS. Notwithstanding anything to the contrary in this Agreement, Vivechrom shall not be obliged to accept or fulfil any order placed during the last quarter of the term of this Agreement which exceeds in quantity twice the average of the orders placed by the Buyer since the effective date of this Agreement. In the event that an order is placed by the Buyer in violation of the foregoing, Vivechrom reserves the right, at its sole discretion, not to execute the order, without the Buyer being entitled to assert any claim in connection with the non-execution of the order. Furthermore, it is expressly agreed that for orders placed up to 5 working days before the end of each calendar month, Vivechrom shall not be obliged to deliver the Products during the current calendar month in which the order was placed, throughout the term of this Agreement.

RISK OF LOSS AND TITLE. The risk of loss shall pass to the Buyer upon delivery of the Products to the Buyer or to the carrier designated by the Buyer and the Seller Company shall not be liable for any loss of the Products after delivery of the Products to the Buyer or the carrier. Shipments of Products that are not transported in the Seller Company's vehicles shall be made at the Buyer's risk and responsibility and by an agency of the Buyer's choice. The cost of transporting the Products shall be borne solely by the Buyer. Proper receipt of the Products shall be confirmed by the signature of the Buyer or the carrier designated by the Buyer on the delivery note. Vivechrom retains ownership of all Products delivered to the Buyer until the purchase price has been paid in full, and (Vivechrom) reserves the right to exercise all of its legal rights under Article 532 of the Civil Code, as amended from time to time. In any event, the Buyer may sell the Products in the ordinary course of its business, but may not pledge, mortgage or otherwise retain the Products until the purchase price has been paid in full.

RETURN OF PRODUCTS. It is agreed between the parties that no products will be returned by the Buyer unless there is a proven quality defect. In this case, the Buyer shall notify Vivechrom immediately and without delay, at the latest within two working days after receipt of the Products, otherwise it shall be assumed that there is no quality defect in the delivered Products. In all other cases, the return of the Products shall not be accepted, nor shall the Buyer be entitled to propose the return of the Products in settlement of any debt owed to the Seller Company or any part thereof.

PRICE AND PAYMENT. Vivechrom shall issue invoices to the Buyer for the products sold to the Buyer. The Buyer shall pay Vivechrom's invoices in full within the agreed payment period from the date of issue of each invoice. A credit of the number of days specified in the "Payment Terms" section of this Agreement will be granted for the repayment of amounts due on purchases under this Agreement. Upon expiration of the stated credit period, Buyer shall be in default and Vivechrom's claim shall automatically become due and payable in full without further notice, subject to statutory default interest. Payment of any amount shall be evidenced by the issuance of an official receipt by the Seller Company or by the corresponding bank deposit to the Seller Company's account. In the event that Securities are delivered to the Seller by way of payment, this shall be expressly stated in the proof of receipt, which shall be subject to the timely collection of the amounts incorporated in such Securities. The Buyer shall not be entitled to withhold payment of any amount due to Vivechrom by reason of any set-off, counterclaim, deduction of any kind or on any account or for any similar reason. If Buyer disputes any part of Vivechrom's invoice, Buyer shall promptly notify Vivechrom in writing, specifying the amount in dispute and the basis for the dispute, and shall pay all undisputed amounts within the payment period. Buyer shall be deemed to have accepted the correctness of any invoice and shall waive any right to dispute any invoice amount for which written notice of dispute has not been given in a timely manner in accordance with the preceding sentence. Vivechrom's acceptance of any payment less than the full amount of any invoice shall not constitute a waiver of its right to collect the balance due and shall not be deemed satisfaction of Vivechrom's claim for the full amount. **It is expressly agreed between the parties that the prices of the Products to be applied in this Agreement are those of Vivechrom's price list as officially published from time to time, which Vivechrom is entitled to update at its sole discretion and in accordance with its pricing and commercial policy, even during the term of this Agreement, without any limitation whatsoever.** Furthermore, it is expressly agreed between the parties that the discounts provided for in this Agreement, other than those expressly defined as invoice discounts, shall be granted to the Buyer exclusively and only in the form of a credit invoice issued in its name by the Seller Company. Such discounts may under no circumstances be assigned or transferred to third parties, nor may they take the form of monetary compensation or a lump sum payment of any amount, nor shall they in any case give rise to a claim for the receipt in cash of the amount they embody. Furthermore, it is expressly agreed that the Buyer shall not be entitled to the discounts provided for herein in the form of a credit invoice if, at the time they are granted, the Buyer has outstanding debts from unpaid invoices of the Seller Company. It is expressly agreed between the parties that where a purchase target is set out in this Agreement, such target shall be the net purchase value of the Products as shown on the relevant paid invoices, after deduction of any credit invoices issued, except where the purchase target is set out in terms of Product volume.

WARRANTY. Vivechrom warrants to Buyer that at the time of transfer of risk the Products will conform to the performance criteria set out in the Specifications (the "Warranty"). **THIS WARRANTY IS THE ONLY WARRANTY PROVIDED BY VIVECHROM. VIVECHROM PROVIDES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, THEIR APPLICATION OR USE, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY RIGHTS, EACH OF WHICH IS EXPRESSLY DISCLAIMED BY VIVECHROM. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, ALL WARRANTIES, CONDITIONS AND ANY ADDITIONAL LIMITATIONS (WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE) AS TO THE QUALITY OR DESCRIPTION OF THE PRODUCTS ARE DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT TO THE EXTENT THAT THEY ARE NOT STATUTORY IMPOSED.** Buyer acknowledges that in purchasing the Products, Buyer has not relied on any representation, promise or assurance made or given by or on behalf of Vivechrom other than those expressly set out in this Agreement. In the event that the

Products fail to conform to the foregoing warranty, Vivechrom will, at its option and expense, repair, replace or (if the Product cannot be repaired or replaced) issue a credit for the Product that fails to conform to the warranty. This remedy is the Buyer's sole and exclusive remedy for breach of the warranty and, accordingly, the Seller shall have no further liability. Vivechrom makes no warranty with respect to any services that may be provided to Buyer and shall have no liability in connection with such services.

WARRANTY EXCLUSIONS. Vivechrom is not liable for and the Warranty specifically excludes all Product failures that result from: (a) causes beyond the control of Vivechrom including without limitation environmental pollution, vandalism or other malicious damage, fire, flood, windstorm, other adverse weather or Acts of God; (b) the use of any product not manufactured by Vivechrom; or (c) Buyer's failure to comply with any provision of this Agreement or any instructions or product literature published by Vivechrom or given to Buyer by or on behalf of Vivechrom concerning the Product including without limitation failure to perform surface preparation and pre-treatment for, and application of, Product strictly in accordance with such instructions or product literature. Vivechrom does not warrant the workmanship or conduct of Buyer or any third-party contractor or applicator, and Vivechrom will not be responsible for damages to or failure or deteriorations of the Product resulting, directly or indirectly, from faulty workmanship in any inspection, application (including surface preparation), installation or maintenance of the Product by Buyer, any third party contractor or applicator, or any other person or entity. Any repair or attempted repair by Buyer or its agents or representatives or any third party will render the Warranty void, unless such repair is carried out in accordance with Vivechrom's written instructions.

LIMITATION OF LIABILITY. Vivechrom will not be liable for any loss or damage caused by Buyer's failure to exercise effective quality control or the failure to store, use or otherwise handle the Products as advised or in accordance with instructions provided by Vivechrom or industry standards. **VIVECHROM will not be liable to Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, loss of business, diminution in value, or depletion of goodwill or any indirect, incidental, special, exemplary, punitive, or consequential loss or damage. VIVECHROM's aggregate liability to Buyer in respect of all losses arising under or in connection with this Agreement or otherwise in connection with the supply of the Products WILL IN NO WAY EXCEED THE PRICE OF THE PRODUCTS PURCHASED UNDER IT.** Nothing in this Agreement will limit or exclude Vivechrom's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it is unlawful for Vivechrom to exclude or restrict its liability.

LOANED EQUIPMENT. In the event Vivechrom provides any application, mixing, tinting, storage, dispensing or other equipment of any kind to Buyer ("Loaned Equipment"), whether or not for a fee, Buyer shall use the Loaned Equipment solely in relation to the Products and for no other purpose and shall at all times during the loaned period retain possession, custody and control of the Loaned Equipment and not allow its use by any person other than Buyer's employees who have been properly instructed by Buyer on the safe and proper use of the Loaned Equipment. The Loaned Equipment will at all times remain the property of Vivechrom and Buyer shall execute any and all documents and forms required by Vivechrom to protect Vivechrom's interest in the Loaned Equipment. Buyer shall return the Loaned Equipment to Vivechrom in the condition it was delivered to Buyer, reasonable wear and tear excepted, immediately upon (a) Vivechrom's demand, which may be made at any time in Vivechrom's discretion or (b) the termination or expiration of this Agreement. All costs of shipping, installation and removal of the Loaned Equipment shall be paid by Buyer. Buyer will bear all risk of loss of the Loaned Equipment and will be responsible for all damage thereto, normal wear and tear excepted. Buyer shall indemnify, defend, protect and hold Vivechrom free and harmless from and against any and all losses, damages, injuries, death and liabilities alleged by any person or entity to have resulted from or in relation to the Loaned Equipment, including without limitation the operation, maintenance or ownership of the Loaned Equipment. Buyer shall operate and maintain the Loaned Equipment in a safe condition and shall instruct its employees accordingly. **VIVECHROM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE LOANED EQUIPMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EACH OF WHICH IS SPECIFICALLY DISCLAIMED; AND VIVECHROM WILL HAVE NO LIABILITY TO BUYER OF ANY KIND ARISING OUT OF OR RELATED TO THE LOANED EQUIPMENT. NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT OBLIGATES VIVECHROM TO PROVIDE LOANED EQUIPMENT. The parties agree and accept as the minimum annual purchase limit for the maintenance of the use of the leased equipment the amount of EUR 15,000.00 worth of purchases of bases and paints to maintain the use of an automatic machine and the amount of EUR 5,000.00 worth of purchases of bases and paints to maintain the use of a manual machine.**

WAIVER OF RIGHTS. Except as expressly provided in this Agreement, no failure or delay by either party to exercise any right provided for in this Agreement or by law shall operate as a waiver of that or any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right. Except as expressly provided in this Agreement, no waiver under this Agreement shall be effective unless in writing and signed by an authorized representative (or representatives) of both parties.

FORCE MAJEURE. Neither Party will be liable in any respect for failure to perform its obligations under this Agreement (other than Buyer's failure to make any payment under this Agreement when due) if hindered or prevented, directly or indirectly, by war (declared or undeclared); national emergency; inadequate transportation facilities; machinery or equipment failure; Vivechrom's inability to secure materials, supplies, fuel or power for the manufacture of Product on terms and conditions that are acceptable to Vivechrom; fire, flood, windstorm or other act of God; strike, lockout or other labour dispute; order or act of any government, whether foreign, national or local, whether valid or invalid; or any other cause of like or different kind beyond the reasonable control of the affected Party (each a "Force Majeure").

EXPORT CONTROLS AND SANCTIONS. Neither Party shall sell, export, transfer, ship, divert, or otherwise dispose of any goods, technology, data or services controlled by or subject to restrictions pursuant to the Export Control and Economic Sanctions Laws and Regulations to any person, entity, or country contrary to the Export Control and Economic Sanctions Laws and Regulations, with which the Parties hereby declare that

they fully comply. Buyer shall indemnify and hold Vivechrom harmless for any penalties, obligations, fines, liabilities or other similar losses (collectively, "Losses") incurred by Vivechrom stemming from violations, charges, investigations or enforcement actions concerning the Export Control and Economic Sanctions Laws and Regulations, to the extent such Losses resulted from actions by Buyer.

TERMINATION. Either party shall have the right to terminate this Agreement without notice by giving written notice to the other party with immediate effect (a) if the other party is in breach of any of the terms of this Agreement, which terms, taken as a whole, are deemed to be material. Upon termination or cancellation of this Agreement in any manner, (a) all rights and obligations under this Agreement shall terminate, without prejudice to any accrued rights or obligations which are expressly stated herein to survive termination or which by their nature continue in effect after termination, (b) Vivechrom shall have the right (but not the obligation) to cancel any orders for undelivered Products without further liability, and (c) the price for all Products delivered

For Vivechrom SA

Signature:

Name:

Position:

Date:

Signature:

Name:

Position:

Date:

to Buyer which have not been paid in full, whether or not payment is due, shall become immediately due and payable. Termination of this Agreement for any reason shall in no way relieve Buyer of the consequences of any breach of this Agreement.

AMENDMENTS. Any amendment of or variation to this Agreement must be in writing and signed by authorized representative(s) of both Parties.

CONFIDENTIALITY. The matters set forth herein constitute the confidential contents of the Agreement between the Parties. Both parties expressly agree not to disclose any information relating to this Agreement without the prior consent of the other party.

LAW AND DISPUTE RESOLUTION. This Agreement, these Terms and Conditions and any dispute between Vivechrom and the Buyer arising hereunder shall be governed by the laws of Greece. The courts of Athens shall have jurisdiction to resolve any dispute arising out of this Agreement, as well as the interpretation of any term of this Agreement.

For [REDACTED]

Signature: _____

Name: _____

Position: _____

Date: _____