

GENERAL TERMS & CONDITIONS FOR LABORATORY SERVICES

1. INTRODUCTION

- 1.1. The following General Terms of Service take into account the accreditation criteria of the Directorate of the Innovation Hub of PPC S.A. (hereinafter referred to as "Innovation Hub") 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 the Innovation Hub 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 the Innovation Hub is posted on its website (<https://innovationhub.dei.gr/el/diasphalish-poiothtas/>), 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 the Innovation Hub, regardless of whether it is a requesting unit of PPC S.A. or another legal entity (companies within and outside the PPC Group).
- 1.3. Any formal agreement for the provision of Laboratory Services by the Innovation Hub to the Client is legally binding on the parties, namely the Client and the Innovation Hub, subject to the following terms and conditions (hereinafter "Terms"). Except where there is another Contract or Framework Agreement between the Innovation Hub and the Client, the following Terms shall regulate all relations between the parties which relate to the provision of the Laboratory Services by the Innovation Hub to the Client.
- 1.4. The existence of a formal agreement regarding the provision of Laboratory Services by the Innovation Hub 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 the Innovation Hub 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 & APPLICATION FOR LABORATORY SERVICES

- 2.1. The Client may formally express their interest in the Laboratory Services of the Innovation Hub:
 - 2.1.1. by completing an Application for Laboratory Services (available at: <https://innovationhub.dei.gr/el/chrsima-entupa/>) and sending it by email to innovationhub@ppcgroup.com
 - 2.1.2. by contacting via phone or e-mail the Sales Department of the Innovation Hub.
- 2.2. In case of telephone contact with the Sales Department, the commercial representative of the Innovation Hub will send an e-mail to the Client, summarizing the communication between the Client and the Innovation Hub, attaching the offer of the Innovation Hub and referring to the present Terms and Conditions. A reply e-mail from the Client accepting the Innovation Hub Offer shall constitute acceptance of all of these Terms and Conditions and may be deemed to be the equivalent of 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 the Innovation Hub for the planning of its activities. The Innovation Hub 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 the Innovation Hub 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 the Innovation Hub all information, instructions and clarifications necessary for the successful completion of the Laboratory Services requested.
- 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 Service 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 the Innovation Hub or in case that method cannot be applied, the latter reserves the right to carry out the requested Laboratory Services in accordance with its normal practices.
- 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 313.2", which is available at <https://innovationhub.dei.gr/el/chrsima-entupa/>
- 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 the Innovation Hub.
- 3.5. The Client is obliged to transport the Samples to the Innovation Hub's premises by their own means and at their own expense 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 delivery time of the Samples is the responsibility of the Client. The Client acknowledges that there may be delays in the completion of the Laboratory Services requested by the Client 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 the Innovation Hub after 16:00 will take place on the next business day, unless otherwise agreed between the Client and the Innovation Hub.
- 3.8. The Client undertakes, in case it is deemed necessary for the completion of the requested Laboratory Services, to provide the Innovation Hub with additional Samples or to submit any additional documentation without delay.
- 3.9. In the event that the Samples sent to the Innovation Hub contain materials with hazardous properties, the Client must inform the Client accordingly. Otherwise, the Client assumes full responsibility for any material damage or threat to the health and safety of the Innovation Hub's employees that may occur and is obliged to compensate fully the Innovation Hub for the damage that has 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 the Innovation Hub via e-mail at innovationhub@ppcgroup.com 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 the Innovation Hub's premises at their own expense, unless otherwise agreed.
- 3.12. In case the Client, after consultation with the Innovation Hub, 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 in a storage area of the Innovation Hub's premises for a period of up to 30 days. Beyond this period, the Innovation Hub shall not be liable for any destruction or loss of

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the Samples.

- 3.13. In the case of Laboratory Services taking place on the Client's premises, the Client must ensure that the Innovation Hub personnel has 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 the Innovation Hub personnel are met. In addition, the Client undertakes to provide, where necessary, access to the Innovation Hub assessment teams as part of the assessment of the compliance of the Innovation Hub 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 the Innovation Hub 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 the Innovation Hub by email to innovationhub@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 the Innovation Hub. The Innovation Hub reserves the right to refuse, if it deems necessary, the Client's request. Any failure by the Innovation Hub 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 the Innovation Hub must comply with all the rules and procedures of the Innovation Hub's Management System (hereafter "MS") and observe all required personal protection measures. The Client shall be informed upon entering the Innovation Hub 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 the Innovation Hub'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 a written electronic communication between the Client and the Innovation Hub, which will be kept in the Innovation Hub's Electronic System.

4. RIGHTS AND OBLIGATIONS OF THE INNOVATION HUB

- 4.1. The Innovation Hub 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. The Innovation Hub 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 of:
 - 4.2.1. failure by the Client to send a Sample within 90 days from the date of the Request
 - 4.2.2. sending a Sample which is deemed unsuitable for the proper conduct of the Laboratory Services
 - 4.2.3. the existence of pending debts of the Client to the Innovation Hub
 - 4.2.4. partial or total disruption (temporary or otherwise) of the Innovation Hub's ability to meet the Client's requirements.
- 4.3. The Innovation Hub reserves the right to outsource all or part of the requested Laboratory Services to an external partner or subcontractor. In this case, the Innovation Hub is responsible for ensuring the quality of the Laboratory Services.
- 4.4. The Innovation Hub 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 & CONFIDENTIALITY

- 5.1. Except where the Client clearly designates a Contact Representative for all matters relating to the Laboratory Services requested, the Innovation Hub 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 the Innovation Hub for the purpose of its promotion.
- 5.3. The use of the name and logo of PPC or any reference to Innovation Hub 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 the Innovation Hub and the designated Communications Office of PPC.
- 5.4. The Innovation Hub 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 the Innovation Hub, (b) is publicly known (or becomes publicly known) without liability on the part of the Innovation Hub, (c) has been obtained from a third party without restriction and without breach of this Agreement, (d) has been created/discovered by the Innovation Hub, (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.
- 5.7. The Innovation Hub processes the Client's personal data 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 the Innovation Hub for all activities related to the performance of the Laboratory Services requested by the Client. In addition, the Client consents to the use of its contact information to send inquiries regarding the services provided by the Innovation Hub.
- 5.9. Any Intellectual Property Rights arising during the conduct of the Laboratory Services shall remain within the exclusive possession of the Innovation Hub.

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6. REPORT - TEST/CALIBRATION CERTIFICATE

- 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 the Innovation Hub.
- 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 the Innovation Hub in electronic format with the digital signature of the designated Innovation Hub staff. Any change in the format of the original report is the responsibility of the Innovation Hub.
- 6.3. The original Reports may also be issued in a simplified form upon agreement with the Client. In case the Laboratory Services requested by the Client belong to the Innovation Hub '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 the Innovation Hub. Any interference (alteration, modification, partial reproduction) with the above documents by any natural or legal person other than the Innovation Hub 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 the Innovation Hub may reproduce, are controlled publications. They shall be sent by the Innovation Hub exclusively to the Client, unless the Client requests in writing that they be sent to other recipients. The only exception to the rule is the provision of the Client's Reports to any authority or body of the State having a legitimate interest in possession of them.
- 6.6. In the reports issued by the ΔΚΚ, 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. The Innovation Hub 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 the Innovation Hub does not constitute or imply in any way the approval of the products by the N.A.S.
- 6.9. The Innovation Hub may reflect opinions and interpretations in the Reports. Specifically for Laboratory Services within its Official Scope of Accreditation (OSA), the Innovation Hub shall comply with the relevant requirements of the Standard EAOT EN ISO/IEC 17025:2017.
- 6.10. The Innovation Hub 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. The Innovation Hub 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 the Innovation Hub Report in its entirety and not extracts from it.
- 6.13. The Client may not use the Innovation Hub's Report for advertising or promotional purposes without the prior written consent of the Innovation Hub and the designated Communications Department of PPC.
- 6.14. The Client may not use the Innovation Hub Report, as well as its partners or employees as experts or witnesses in any legal proceedings without the prior notification and written consent of the Innovation Hub.

7. FINANCIAL SETTLEMENT

- 7.1. If the charge for the tests/calibrations is borne by a Division or Unit of Innovation Hub S.A., it is made to the billing codes of the respective Division. In all other cases, the Client themselves will be billed.
- 7.2. In the event that the Client has not requested a quotation from the Innovation Hub, the price of the Laboratory Services will be determined on the basis of the current Innovation Hub price list, which the Client accepts by entering into a formal agreement, as set out in 1.4 herein.
- 7.3. In case 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 Innovation Hub.
- 7.4. In the event that the Laboratory Services must be discontinued or cannot be completed for reasons beyond the control of the Innovation Hub, the latter may require the Client to pay for those Laboratory Services that have already been completed.
- 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 after the above deadline, the Innovation Hub is entitled to apply to the competent courts and issue a payment order against the Client.
- 7.6. In the event that the Innovation Hub 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 the Innovation Hub 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 DISPATCH

- 8.1. The Report is sent to the Client by email to the email address they have provided. The Innovation Hub is not responsible for any sending to an incorrect email address, if this is due to the Client's error.
- 8.2. The sending of the Report is initiated only after the Client has settled all their financial obligations to the Innovation Hub including any previous overdue debts. These obligations are defined by article 7 herein or by the terms of the relevant Contract, Framework Agreement or written agreement between the Innovation Hub and the Client.

9. DISCLAIMER

- 9.1. From the moment of the completion of the Laboratory Services, the Innovation Hub does not bear any kind of liability (civil, criminal, etc.) for the materials and any damage caused by them to third parties.
- 9.2. The Innovation Hub 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.

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10. OBJECTIONS/COMPLAINTS

- 10.1. For the submission of complaints and objections, it is necessary to complete and send by e-mail to innovationhub@ppcgroup.com the Client Comments Recording Form, which is available on the Innovation Hub website (<https://innovationhub.dei.gr/el/chrhsima-entupa/>).
- 10.2. Complaints and objections must be submitted within 90 days from 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 «Ο 61» of the Innovation Hub's MS are followed. The description of the complaints handling procedure is available to the Client upon request.

11. DISPUTES BETWEEN THE CLIENT AND ΔΚΚ

- 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 the Innovation Hub results to acknowledgement and acceptance of the present terms by the Client.