

General terms of service for Inspection body Services

1. Introduction

- 1.1. The following General Terms of Service take into account the accreditation criteria of the Laboratories, Certification and Inspection Division of PPC S.A. (hereinafter referred to as «PPC Inspectra») as a Control Body according to the ELOT EN ISO/IEC 17020:09.04.2012 standard. The accreditation by the National Accreditation System (hereinafter referred to as «N.A.S.») guarantees to PPC Inspectra the competence to reliably perform conformity assessment (hereinafter referred to as «Inspection Body Services») falling within its Official Scope of Accreditation (hereinafter referred to as «OSA»). The OSA of PPC Inspectra is posted at <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 Inspection Body Services of PPC Inspectra.
- 1.3. Any formal agreement for the provision of Inspection Body Services by PPC Inspectra to the Customer is legally binding on the parties, namely the Customer 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 Inspection Body Services by PPC Inspectra to the Customer.
- 1.4. The existence of a formal agreement regarding the provision of Inspection Body Services by PPC Inspectra to the Customer (hereinafter "Request") can be established by:
 - 1.4.1. the existence of an Inspection Body 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 and submission of application for inspection body services

- 2.1. The Client may formally express their interest in the Inspection Body Services of PPC Inspectra:
 - 2.1.1. by completing an Application for Inspection Body Services (available at: <https://innovationhub.dei.gr/el/chrsima-entupa/>) and sending it by email to sales.ppcinspectra@ppcgroup.com.
 - 2.1.2. by contacting the Sales Department of PPC Inspectra via phone or e-mail.
- 2.2. In case of telephone contact with the Sales Department, the commercial representative of PPC Inspectra will send a follow up e-mail to the Customer, 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 Customer accepting PPC Inspectra's Offer shall constitute acceptance of all 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 planning purposes only. PPC INSPECTRA will use its best endeavors 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 Inspection Body Services and send the resulting report to the Client.

3. Rights and obligations of the Client

- 3.1. The Client undertakes to provide in writing PPC Inspectra with all information, instructions and clarifications necessary for the successful completion of the Inspection Body Services requested, and to respond within three (3) business days to any follow up inquiries regarding the services requested.
- 3.2. The Client must clearly specify the legislation or the inspection standard (with the date of their issuance), according to which they wish the Inspection Body Service requested to be performed.
- 3.3. The Client is obliged to act in accordance with the requirements of the relevant legislation for the unobstructed conduct of the Inspection Body Services.
- 3.4. The Inspection Body Services are normally carried out at the Client's premises. In special cases and following written communication with PPC Inspectra, the equipment to be tested may be brought to PPC Inspectra's premises for the Inspection Body Services to be carried out. The responsibility for such transportation burdens the Client.
- 3.5. When carrying out the Inspection Services, the Client undertakes to provide the necessary technical personnel for the equipment to be inspected. The Client must also complete the necessary preparation and cleaning of the equipment to be checked, provide all necessary personal protective equipment to the personnel involved in the performance of the Inspection Services and generally take all necessary safety measures within the area where such Services are performed.
- 3.6. The Client is obliged to keep all relevant files and make all the documents required by the standard ELOT EN ISO/IEC 17020:09.04.2012 available to PPC Inspectra in a timely manner, as well as to take all the necessary steps for the preparation of the equipment to be inspected. Instructions for the required documents and the necessary preparation are given to the Client by the staff of PPC Inspectra.
- 3.7. The Client undertakes to provide, if necessary, access to the evaluation teams of the N.A.S. in the context of evaluating wither PPC Inspectra's methods comply with the relevant regulatory requirements.
- 3.8. In the case of Inspection Body Services carried out at PPC Inspectra, if the equipment under inspection is not retrieved by the Customer immediately after the completion of the service or the issuance of the results, it may be kept at PPC INSPECTRA 's premises for a period of fifteen (15) days at the Client's sole responsibility. During this period, PPC Inspectra shall not be liable for any destruction or loss of the aforementioned equipment, whereas beyond this period PPC Inspectra reserves the right to charge storage costs for the equipment to the Customer. The return of the equipment shall be at the Customer's care and expense.
- 3.9. In case that, during the appearance of the Client or their authorized representatives in the execution of Inspection Body Services, an objection arises regarding the application of the method followed, the Inspection Body Service will stop immediately, and the procedure outlined in the Client Comments Management Directive will be followed, in accordance with PPC Inspectra's Management System (MS). Under no circumstances will a methodology be followed which is dictated on the spot by the Client or their authorized representatives and which has not been formally agreed upon by both parties.

- 3.10. Any modification to any of the parameters of the Inspection Body 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 Inspection Body 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 is obliged to send to the Client, after receiving their Application, the complete schedule of the Inspection Body Services (start date, duration, etc.), to which the Client shall consent in writing. A copy of the agreed schedule is maintained in PPC Inspectra's Electronic System, and any changes to it are documented with relevant correspondence. PPC Inspectra reserves the right to suspend or refuse, after written communication with the Client, the performance of the Inspection Body Services requested by the Client in cases of:
- 4.2.1. failure on behalf of the Client to send the necessary documentation within 90 days from the date of the Request
 - 4.2.2. the existence of pending debts of the Client to PPC Inspectra
 - 4.2.3. partial or total disruption (temporary or otherwise) of the PPC Inspectra's ability to meet the Client's requirements.
 - 4.2.4. Failure on behalf of the Client to respond within three (3) business days to PPC Inspectra's inquiries, as of 3.1 herein.
- 4.3. PPC Inspectra reserves the right to outsource all or part of the requested Inspection Body Services to an external partner or subcontractor. In this case, PPC Inspectra is responsible for ensuring the quality of the Inspection Body Services.
- 4.4. PPC Inspectra is not responsible for any delays in the performance of the requested Inspection Body Services to the extent that these delays are due to the Customer'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 Inspection Body 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 them.
- 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 Inspectra 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 Inspection Body 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 Inspection Body 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. PPC Inspectra processes the personal data of the Client and their agents in the context of the proper performance of the Inspection Body 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 Inspection Body Services requested by the Client and declares that they have 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 Inspection Body Services shall remain within the exclusive possession of PPC Inspectra.

6. Inspection certificate

- 6.1. The completion of the Inspection Body Services is evidenced by the delivery of an Inspection Certificate that includes the results of the services performed (hereinafter referred to as the "Certificate") to the Client by PPC Inspectra.
- 6.2. The original Certificates shall include, at a minimum, the information required by the ELOT EN ISO/IEC 17020:09.04.2012 accreditation standard. They shall be issued in accordance with the relevant procedure of PPC Inspectra's MS 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 the PPC Inspectra.
- 6.3. 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.
- 6.4. The initial original version of the Certificates, 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 Certificates to any public authority in exercise of its relevant authority or a body that may claim and prove legitimate interest in possessing them.
- 6.5. In the Certificates issued by PPC Inspectra, a clear distinction is made between accredited and non-accredited Inspection Body

- Services. The National Accreditation Logo of the N.A.S. will be used if at least one accredited method is included in the Certificates.
- 6.6. The Certificates issued refer only to the equipment for which the Inspection Body Services requested by the Client was performed.
 - 6.7. The accreditation of PPC Inspectra does not constitute or imply in any way the approval of the equipment by the N.A.S.
 - 6.8. PPC Inspectra may reflect opinions and interpretations in the Certificates. Specifically for Inspection Body Services within its Official Scope of Accreditation (OSA), PPC Inspectra shall comply with the relevant requirements of the Standard EAOT EN ISO/IEC 17020:09.04.2012.
 - 6.9. PPC Inspectra shall not be responsible for the way in which the results of the Certificate are interpreted by any third party or the Client.
 - 6.10. PPC Inspectra is not responsible for any amendments to the legislation or inspection standards following the issuance of the Certificate.
 - 6.11. The Client may only use PPC Inspectra's Certificate in its entirety and not extracts from it.
 - 6.12. The Client may not use PPC Inspectra's Certificate for advertising or promotional purposes without the prior written consent of PPC Inspectra and the designated Communication Department of PPC.
 - 6.13. The Client may not use PPC Inspectra's Certificate, 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 Inspection Body 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 case of a modification of the Inspection Body 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 Inspection Body Services must be discontinued or cannot be completed due to force majeure, the latter may require the Client to pay *pro rata* for the Inspection Body Services already completed.
- 7.4. PPC Inspectra may request an advance payment or the payment for the full amount corresponding to the Inspection Body Services requested by the Client. In this case, the Client is obliged to pay the entire advance payment or the total price as indicated by PPC Inspectra for the services to be provided.
- 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, 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. Certificate delivery

- 8.1. The Certificate is sent to the Client by email to the email address they have provided. PPC Inspectra is not responsible for any certificates delivered to an incorrect email address, if this is due to the Client's error.
- 8.2. The sending of the Certificate is initiated only after the Client has settled all their financial obligations and outstanding balances to 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 Inspection Body 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 Inspection Body 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@ppcgroupp.com the Client Comments Recording Form, which is available at <https://innovationhub.dei.gr/el/chrhsima-entupa/>.
- 10.2. Complaints and objections must be submitted within 90 days from the delivery of the Certificate. 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 the PPC Inspectra's MS are followed. The description of the complaints handling procedure is available to customers 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 in acknowledgement and acceptance of the present terms by the Client.