**ENARXIS DYNAMIC MEDIA LTD.**

GENERAL TERMS of SALE, CONDITIONS & PROCEDURES

*Customer’s Sales General Transaction Terms Agreement*

August 2nd 2012 – Revision D

Between

**Enarxis Dynamic Media Ltd**.

68 ilia iliou street, 117 44, Neos Kosmos, Athens, Greece

Legally represented by

**Mr. Georgakopoulos J. Constantine**

&

**Mr. Georgakopoulos J. Nikolas**

And

**“The PURCHASER’s Name”**

The Purchaser’s legal address as declared

Legally represented by

**Mr. Legal Representative**

**PREAMBLE**

***General Provisions***

1. This agreement lays down the terms of commercial co-operation between the Parties with respect to supplying goods and/or services (hereafter referred to as Products) by *Enarxis Dynamic Media Ltd* (hereinafter called “***the VENDOR***”) to the other contracting party (hereinafter called “***the PURCHASER***”).
2. Unless otherwise clearly agreed in written form, *the* VENDOR shall process and affect deliveries and, in general, conduct business based only on the following terms, regardless of any contrary or deviating terms in the *Customer’s Purchase Order* or *Acceptance*. Thus, the following terms and conditions supersede any inconsistent or supplementary provisions contained in the PURCHASER’s orders or any other communications. All such inconsistencies from this agreement shall only be valid when expressly agreed upon in writing and signed from both parties under the pain of invalidity.
3. The provisions of this Agreement which specify the terms of co-operation between the Parties shall be directly binding without any additional agreements. Amendments, additions and ancillary arrangements affecting this Agreement shall require the written form to be effective. This shall also apply to waiver of the written form.
4. Any addition to, variation or deviation from the below *General Terms & Conditions* shall not be deemed to be a waiver of its rights and remedies of any subsequent default by the PURCHASER in the performance or compliance with any of them.
5. In the case that individual provisions of this Agreement become ineffective and such case as the ineffectiveness is definitely decided, the binding nature of the remaining provisions shall not be affected.
6. TheVENDOR shall not be liable for any loss, damage or injury whatsoever direct or indirect, arising out of any defect in the goods sold, unless such loss, injury or damage is caused by the negligence, act or omission or willful default of it.
7. The parties hereto undertake to maintain secrecy for an indefinite period over the contents of the present agreement as well as all confidential information becoming accessible to them in connection with this agreement which shall be designated as confidential. This confidentiality clause will also include all commercial and financial transactions conducted between the parties as well as all products and pricing information or offers provided to the PURCHASER during their commercial transactions. This shall not apply to the extent that disclosure shall be :
8. Ordered by a court or an official administrative authority
9. Prescribed by statute
10. Provided to advisors or financial controllers or auditors of the parties hereto who shall be subject to a duty to maintain secrecy.
11. This agreement shall be effective from the day of its signing hereof and for an indefinite period. It can be terminated with a simple written and signed announcement, at any time by any of the parties **provided that no financial balance remains open from the part of the PURCHASER**. Such announcement shall result to the termination of all business relationships between the parties which from thereof can only be revived with the signature of a new agreement. It will also be unilaterally terminated if…
12. The PURCHASER is declared insolvent, petitions for a moratorium on the payments of debts or goes into bankruptcy / liquidation of its assets.
13. The PURCHASER discontinues its activities, has ceased to pursue its objectives under its article of association or loses its legal personality.
14. The PURCHASER has failed to perform one or more of its obligations under this Agreement or fails to perform these obligations in due time.
15. The Greek law shall apply to this Agreement. The place of jurisdiction for all disputes that arise from and/or in connection with this Agreement shall be *Athens*. Any dispute arising between the parties, which cannot be settled amicably, shall be settled according to *Greek* law through arbitration or through the court of First Instance (e.g. Protodikio).
16. Even though this Agreement embodies many of the provisions of the *United Nations Vienna Convention for the International Sale of Goods* (CISG), the aforementioned convention will not be applicable to any sales contract agreed by the VENDOR and the PURCHASER.
17. The VENDOR shall accept as valid means of communication and information exchange regarding sales transactions, all such conducted by *E-Mail*, *telephone*, *fax*, *Microsoft Messenger*, *Skype* or *in* *writing*. Nevertheless, as acceptable forms of **confirmation from/to VENDOR to/from the PURCHASER**, including but not limited to orders given by *the* PURCHASER or amendments of them, shall be recognized **only those conducted by E-Mail** or **in writing by Registered Letter**. If any order or its amendment is communicated to the VENDOR staff by means other than the ones recognized, the VENDOR will bear no responsibility for any trouble caused to *the* PURCHASER.

**CHAPTER A**

***Orders Acceptance, Confirmation & Cancelation***

1. ThePURCHASER*’s* Orders shall be binding to the VENDOR only if thePURCHASER has received a written order confirmation, which will clearly state the confirmed items, quantities, prices or any other qualitative and/or quantitative characteristics of the ordered merchandise. This confirmation is sent by automated e-mail as soon as the order is confirmed. After the confirmation is received by the PURCHASER, no cancelation will be accepted by the VENDOR.
2. Unless otherwise clearly stated all goods are new, in mint condition, original packaging and free of defects. The VENDOR will make every effort necessary to abide by this general rule. Sometimes, though, this may not be possible due to reasons not directly related to the VENDOR. If any of the above mentioned guarantees is not met due to an oversight and consequently *the* PURCHASER feels unsatisfied with the quality of the goods received, he may return them after having previously notified the VENDOR’s *Distribution Dpt*. in writing within 2 working days after the receipt of the shipment, describing the situation and providing all necessary proof. The [*REFURBISHED*] indication, when included at the end of an item’s description will indicate a product that is "old" or used which has been restored to like-new working condition and/or appearance or a console/equipment that has sent back to the factory to fix a flaw and be re-conditioned. The [*BULK*] indication, when included at the end of an item’s description will indicate a new product that is sold without any packaging, usually in plastic bag or shrink wrapped.
3. Potential reply of the PURCHASER to an offer made by the VENDOR accepts the original offer but, attempts to change the original conditions constitutes a rejection of the original offer – it is a counter-offer – unless the modified terms do not materially alter the terms of the original offer. Changes to price, payment, quality, quantity, delivery means & terms, liability of the parties and arbitration conditions may all materially alter the terms of the offer and require an express written acceptance by the VENDOR.
4. The VENDOR reserves the right to make price changes – also after order confirmation – on the basis of documented changes in taxes, customs duties and other duties or fees. If the delivery is altered or If the VENDOR‘s costs increase in any other way as a result of the PURCHASER’s affairs, the VENDOR reserves the right to adjust the price or terminate the contract.
5. Due to the sometimes fluid market conditions or any other disrupting factors, variations in item pricing between the one offered and the one actually invoiced may appear. The VENDOR will use every exertion to avoid such variations, but in the likely event that these do appear, the VENDOR will not be held responsible if each individual item price variation will not exceed 5 cents of the Euro regardless of the amount of the price. **Furthermore, for the above mentioned reasons, the purchase of any certain item, agreed and confirmed at a price on a certain date, does not constitute a commitment by the VENDOR to provide the same price to a period of time extending further than that certain date (day). After the passing of that certain day, prices may fall or rise according to the current market conditions, stock replenishment fluctuations etc.**
6. All offered prices **are valid for the day they are offered** and announced to *the* PURCHASER by the aforementioned acknowledged means of communication and also while stocks last. Any price change may be affected after the day of offering has elapsed or the depletion of the stock and before the final confirmation by the PURCHASER, since the VENDOR, as an independent distributor, may not be able to establish the same terms and prices for the next incoming merchandise lots. Furthermore, any price and delivery terms offered, may not be perceived as grounds for demanding the same price and terms after the current day has elapsed.
7. All confirmed offered prices shall be ex-works (**Incoterms 2010**) and **exclusive of VAT** and other duties, insurance, transport, loading & unloading costs, unless otherwise clearly stated. All prices are also expressed in Euros and all items will also be invoiced in Euros.
8. The specifications of the goods sold can vary from country to country or from region to region. It will be the PURCHASER’s responsibility to ensure that the products bought as ordered are compliant with his requirements as well as to local legislation including but not limited to CE marking, ROHS, etc. The VENDOR will make every effort to provide the PURCHASER with any information that may be critical to a purchasing decision (*such as Condition – mint or refurbished -, languages, packing, region etc*.) and will sell the product as detailed on the invoice while the PURCHASER will accept the goods on this description. The VENDOR shall not take responsibility for product specifications in relation to the goods not mentioned including but not limited to color, region specification, instruction manuals, languages, etc.
9. *Pacta sunt Servanda*. Unless otherwise agreed, the VENDOR does not accept any cancellation of confirmed orders. If agreement in cancellation is not reached amicably and the PURCHASER unilaterally finally cancels, the VENDOR is entitled to keep any deposits paid to it by the PURCHASER that correspond to the canceled order. Furthermore, such behavior will inevitably lead to a revision of the Credit Terms awarded to the PURCHASER and will grant the VENDOR the right to revise the sales terms or any pre-registered orders of the PURCHASER.
10. The PURCHASER is entitled to unilaterally cancel the entire order or certain items in the event of a significant price revision from the one agreed and confirmed between the parties provided that this revision does not directly arise from an official price revision announced by the publisher / manufacturer of the goods. The PURCHASER is also entitled to cancel certain items or the entire order in case that the VENDOR cannot meet the agreed and confirmed date of dispatch or delivery of the goods and thus deviates from it by more than a day, provided that this deviation is not directly related to an official date change announced publicly or silently by the publisher / manufacturer, reasons related with the transportation carriers, officially declared strikes or force majeure. Finally, the PURCHASER is entitled to cancel an the entire or these portions of its order that have not yet been confirmed by the VENDOR.
11. The PURCHASER may not keep items already confirmed in back order indefinitely. Confirmed items must clear credit control and be dispatched at the latest by the last working day (Friday) of the next week of the week they were ordered. e.g. Items ordered on Tuesday, August 7th must clear credit control and be dispatched from the warehouse by Friday, August 17th. In any other case the VENDOR is entitled to cancel his confirmation and offer the reserved items elsewhere. In such case, the penalties of an order cancelation will be respectively imposed.
12. Some products, though listed in the regular information catalogues the PURCHASER may receive, may not be eligible for sale in its specific territory. The PURCHASER will be notified for such restriction before final confirmation of its order.
13. Some products, though listed in the regular information catalogues of the PURCHASER as a single item, may be eligible for sale only as a bundle with another product(s). The PURCHASER will be notified for such constraint before final confirmation of its order and will be able to reject or accept this constraint freely.

**CHAPTER B**

***Finance, Accounting, Payment Terms & Credit Control***

1. All goods shall remain as property of the VENDOR until fully paid for. Title and property of the goods, including full legal and beneficial ownership, shall not pass to *the* PURCHASER until the VENDOR has received and cleared payment in full for all goods delivered to *the* PURCHASER under this and all other contracts in effect between the two parties.
2. All payments are to be made in Euros, unless another currency has been agreed on.
3. In cases of mutual business relationships, both as *Customer* and *Supplier* of the VENDOR, contras of accounts open balance will be made in the case of open invoices on both sides, unless expressly agreed otherwise. In such cases, payment terms shall apply only to the side that reaches payment date threshold first, thus contra will be executed even though, according to the agreed payment terms, the other side is not yet obliged to effect the payment.
4. Additionally, in cases of a mutual business relationship, both as *Customer* and *Supplier* of the VENDOR, the same credit limits and credit days shall be awarded to both parties unless expressly agreed otherwise or special, unilaterally existing circumstances, command for a particular discrimination.
5. At the beginning of a new business relationship, payment terms shall always be based on prepayment, thus meaning that the payment must hit the VENDOR’s bank account before any order shipment can be released. Any credit facilities can be examined in a later time, depending on relevant *Credit Reports* requested and obtained by the VENDOR as well as the overall transactional behavior of *the* PURCHASER.
6. It is to *the* PURCHASER*’*s responsibility to monitor its compliance with the agreed payment terms and take all necessary actions to avoid any complications or delays to the smooth processing and dispatch of order shipments arising from Credit Control rejection issues.
7. The granted credit time period begins from the date of the invoice issuance and NOT from the date the shipment is received to *the* PURCHASER’s warehouse or other designated point of destination.
8. To the case that a PURCHASER is finally awarded payment terms consisting of a credit limit and credit days, but nevertheless payments are not affected punctually, it remains to the VENDOR’s discretion to charge a 1% interest rate to the due amount for each month of delay. In such occasion the interest amounts will be invoiced separately to the PURCHASER.
9. The PURCHASER will not be entitled to any suspension in payments, bonuses, discounts or set-off unless expressly permitted by the VENDOR in writing.
10. Until further notice, a permanent *Credit Insurance Mechanism* does NOT exist between the VENDOR and any Credit Insurance company. Thus the VENDOR is not able to provide any insurance for the credit limits offered to its customers.
11. All incoming wire transfers, whose sole purpose is to pay for goods purchased from the VENDOR, must have the same *Originator Name* in their *Originator Information* that accompanies them, with the name of the VENDOR’s client that the shipment invoice is to be issued to. All incoming wire transfers whose *Originator Information* and *Name* does not match the client name provided to the VENDOR, will NOT be accepted as valid payment funds and will be immediately returned to the *Sender*. If there is a shipment waiting for the wire to arrive, its loading will be frozen until a proper, as described above, wire is received. This article, complies with relevant directives issued by the *OECD* and the *Financial Action Task Force* (*FATF*) against using international trade for money laundering purposes.
12. In cases that a payment confirmation copy is requested by the VENDOR *Credit Control Dpt.* in order for shipment to be loaded, the only acceptable form of such confirmation will be the official *SWIFT* message generated by the ordering bank when a T/T order is executed. This *SWIFT* message must be received by the VENDOR through *FAX* of *E-Mail* prior to the release of the shipment. Payment applications, Web Banking Screenshots, Wire orders or any other forms of proving the completion and irrevocability of a payment, do NOT constitute sufficient means of proof. If at any time, a *SWIFT* confirmation copy is sent, which at a later time is proven to be inaccurate with the one actually received or not received at all, will constitute a severe breach of the mutual trust among the parties, resulting inevitably to all relevant privileges of the Customer being immediately revoked, thus requiring for the future the paying amounts to be actually received in the VENDOR’s bank account before the release of the shipment.
13. The VENDOR acknowledges the 3 bank charges indicators that are accepted internationally for the purpose of defining the party that will bear the expenses of the payment transfer through the banking systems around the world.
* “***OUR***” : According to this indication the sender of the payment pays all expenses. These expenses include his bank’s expenses, the possible corresponding bank’s expenses and the domestic receiving bank’s expenses.
* “***SHA***” : According to this indication the sender of the payment only pays his bank’s expenses and consequently the VENDOR is paying for its domestic receiving bank’s expenses. This indication is mandatory to all euro payments inside the Euro area according to recent European legislation.
* “***BEN***” : According to this indication the receiver of the payment pays all expenses. These expenses include the PURCHASER’s bank expenses, the possible corresponding bank’s expenses and the domestic receiving bank’s expenses. Payments bearing this indication are unacceptable and will result into the VENDOR debiting the whole amount of the transfer expenses to the PURCHASER.
1. All payments directed to the VENDOR, from *Customers* established outside the *Euro Area*, MUST be ordered with an ‘***OUR***’ indication regarding the party paying the wire transfer’s charges. With an ‘***OUR***’ indication the Ordering party pays its own bank’s charges as well as the corresponding bank’s charges – if one is actually used. Invoice amounts must reach the VENDOR’s bank accounts **exact** and **without any deductions** due to banking or transfer charges. If this amount, by deviation of the above instructions, is received reduced by any sum, this sum will be charged on the invoice as an additional fee. The VENDOR will alternatively be entitled to reduce at its discretion the quantity of the items sent, if their value is not covered entirely by the reduced received amount.
2. In the case of a major deviation or repeated minor ones from the agreed payment terms between the parties, luck of communication or greatly reduced orders within a semester not corresponding to the awarded credit limit, the VENDOR will reserve the right to unilaterally amend these payment terms as well as Credit Limits of *the* PURCHASER to reflect such behavior. Such amendment will, in most cases, result to a switch to prepayment basis transactions.
3. Whereas prepayment is required for a shipment to be released for dispatch, and this payment is not received in due time, the VENDOR is entitled suspend delivery – dispatch or even terminate the agreement and cancel the reserved items for *the* PURCHASER.
4. Bearing in mind that when a credit limit is awarded to *the* PURCHASER a key factor to its height is its purchasing strength and how this is expressed in purchasing value, the VENDOR reserves the right to amend the awarded to *the* PURCHASER credit limit in the event of a severe drop of this value for a prolonged period of time. Purchasing power will be re-evaluated each semester.
5. Where any Invoice has not been paid by its agreed due date or similarly, in cases of prepayment, the proper funds do not arrive within the agreed designated time window or by the time of an order dispatch the PURCHASER does not have sufficient credit limit, the VENDOR reserves the right to delay dispatch or suspend delivery of shipments to *the* PURCHASER. Such delay / suspension does not provide *the* PURCHASER with proper grounds for canceling the order that the delayed / suspended shipments correspond to. If such cancelation finally does occur unilaterally, thus without the VENDOR’s express written consent, it will most probably result into the revision of *the* PURCHASER ‘s ordering and payment terms to a stricter regime, potentially disrupt the parties’ business relationship and, finally, constitute a waiver to any deposits sent to the VENDOR covering for the canceled order.
6. The VENDOR reserves the right to include all expenses made by it, in addition to any balance owed, should it be necessary to take legal or other actions to collect any debt due.
7. After signing and stamping the Agreement at hand, you will be soon notified with by e-mail regarding the credit terms and credit limit awarded by the VENDOR.

**CHAPTER C**

***Order Dispatch, Transportation & Customs***

1. All delivery terms abbreviations found in this Agreement as well as on any other of the VENDOR’s documents and invoices, refer to Incoterms 2010.
2. All prices stated in the VENDOR ‘s offers, catalogues and Web Site are ex-works (Incoterms 2010) as far as transportation is considered, and also exclusive of VAT and any other duties. Packaging costs are included in the prices offered unless the Customer expressly requests a Special Way of Packaging that may bear additional costs. Thus, all orders are to be handled also as ex-works unless expressly stated otherwise on the order confirmation, Proforma Invoice or Invoice.
3. The PURCHASER may indicate the carrier of its choice and preference for the transportation of its orders. If a specific carrier is not indicated though, the VENDOR transportation Dpt. will award the transportation to the carrier that will offer the cheaper price for the requested service.
4. If transportation is to be handled by the VENDOR, a separate charge is to be made on the invoice that will correspond to the value of the transportation cost from the VENDOR warehouse to whatever place the PURCHASER indicates.
5. Transportation cost charge calculation is based on the total gross weight of the shipment. However, if the total volume of the shipment is such, that results in a higher volumetric weight, according to the formula each carrier uses for its determination, the said volumetric weight will be used as a basis for the calculation of the total transportation charge.
6. Delivery will be effected to whichever address the PURCHASER indicates. If a change to the preferred delivery address of the shipment is ordered by the PURCHASER, the VENDOR can no longer provide any guarantee as to the agreed delivery time, thus cannot be held liable if such delays do, finally, occur. Furthermore, in such occasion, an additional charge may be applied to the shipment depending on the changes requested and the overall circumstances.
7. The VENDOR shall carry no responsibility for non-fulfillment or delayed fulfillment / dispatch of the contract or any other significant alteration to the original confirmed contract owing to weather conditions, force majeure, war, acts of terrorism, riots, civil unrest, intervention by government or public authorities, fire, strike or lock-out, export and/or import bans, lacking or defective deliveries from sub-suppliers, shortage of labor, fuel or power shortages, technical malfunctions of transport means or any other cause beyond the control of the VENDOR which may delay or impede manufacture, dispatch, invoicing or delivery of the goods sold. If perfect or punctual delivery is temporarily impeded by one or several of the above circumstances, delivery shall be extended by a period equivalent to the duration of the impediment with the addition of a reasonable period to allow for a normalization of the conditions. Delivery at the time thus postponed shall be considered punctual in every respect. If the delivery impediment is expected to last for more than 8 weeks, both the VENDOR and the PURCHASER shall be entitled to terminate the contract and such termination shall not be considered breach of contract.
8. The VENDOR will make every effort to pick and dispatch every order the fastest and safest way possible. Nevertheless, a cut off time must exist, after which, there can be no guarantee for the same day delivery of the order to the PURCHASER.
9. Unless otherwise agreed, dispatch and delivery effected with a maximum delay of one day from the agreed dispatch / delivery time shall, in every respect, be regarded as punctual delivery. The VENDOR may demand an extension of the time of delivery in the following instances:
10. In the event of alterations to the order requested by the PURCHASER
11. In the event of delayed deliveries or performances which the PURCHASER himself effects or which are effected on his behalf, or in the event of the PURCHASER delay in fulfilling other obligations resting with him
12. In the event of force majeure
13. If the work relating to the delivery has to be suspended or is delayed or changes as a result of public order.
14. In these cases, that the VENDOR is handling the transportation of the shipment, it cannot be held liable for any delays that may occur in the circumstance of a transportation company, courier or forwarder not meeting its delivery time obligations due to any reason besides any situation that the delay in question can directly be attributed to previous the VENDOR’s delays or faults in general. Consequently, compensation can neither be required from the PURCHASER against the VENDOR nor order cancelations or returns can be accepted on such grounds. Nevertheless, in cases of major delays and consequent, directly related damages, compensation can or will be pursued from the VENDOR against the Carrier of the shipment. Any amount collected from such actions will be subsequently released to the Customer. If the delay or discrepancy is directly related to the VENDOR’s actions, omissions or negligent behavior, due efforts will be made by it to award compensation to the PURCHASER proportionally to the positive damages afflicted to the PURCHASER by such behavior.
15. On the Invoice that accompanies each shipment, which is also sent to the e-mail of the PURCHASER after the departure of the shipment from the VENDOR’s warehouse, the exact cartons, pallets, weight and volume of it are clearly stated. All expense charges stated on the invoice are based on this data. If any objection to its validity is raised, it must be communicated in writing to the VENDOR Transportation Dpt. within 24 hours after the arrival of the shipment to the PURCHASER‘s designated address.
16. When the shipment of the goods is handled exclusively by the Customer (Incoterms 2010 – FCA & EXW), the VENDOR bears no responsibility for any damages, delays or costs that may arise from such undertake. Furthermore, in the occasions that the Customer holds an account code with an international forwarding company such as UPS, TNT, DHL, ACS or FEDEX and orders all expenses to be charged on this particular account, an additional signed and stamped document may be required, stating that the receiver accepts the charges of the shipment. It is the responsibility of the Customer to provide the correct account code and any other instructions related to the shipment. The VENDOR will bear no responsibility for any damages, delays or costs that may arise from such undertake.
17. In case any additional services are requested from the PURCHASER to be provided by the carrier during dispatch, journey and delivery of the shipment that are not in prior agreed in writing, sill solely burden the PURCHASER.
18. The VENDOR is entitled to stop delivery of a shipment on its way to the PURCHASER, if in contrast to the agreed terms of payment the PURCHASER has not fully affected the relevant payment.
19. No liability is accepted for courier service failure, loses or punitive damages arising from any delay in dispatch or delivery however caused, nor it allows the PURCHASER to suspend its obligations to the VENDOR.
20. For shipments with a country of destination outside the European Union, for which Customs procedures to the country of destination are required, the Purchases bares the responsibility for the successful processing and completion of these procedures. All local customs expenses, tariffs, fees and taxes are to burden the PURCHASER with the sole exception of shipping terms being DDP according to Incoterms 2010.
21. It is also to the PURCHASER‘s concern to arrange for the pick-up of the shipment for the Customs of arrival. Failure to do so for any reason not directly related to the VENDOR such as strikes or neglect may result to demurrages and additional warehousing and insurance expenses for the payment of which the sole responsibility lies to the PURCHASER.
22. If the Customer is established in a country outside the European Union, it will bear a Customs Clearance Charge additionally to the transportation charge.
23. After the receipt of the goods, the PURCHASER must stamp and sign the Invoice accompanying the shipment, writing on it any comments and send it by FAX or e-mail to the VENDOR’s Transportation & Distribution Dpt. for proof of delivery purposes according to the provisions of domestic and European laws.
24. If, after the time of delivery to the point of destination, the PURCHASER fails to collect the goods on the same day as delivery, the VENDOR shall be entitled to store and insure the goods at the expense of the PURCHASER. The same will apply if the PURCHASER ‘s order is on EXW terms and pick-up from the VENDOR’s warehouse is to be arranged by him. If despite of a written request, the PURCHASER fails to collect the goods, the VENDOR shall be entitled to sell the goods in the best possible way on behalf of the PURCHASER.

**CHAPTER D**

***Product Packaging***

1. The VENDOR will pay maximum efforts to ensure the safe dispatch, transportation and delivery of all shipments to the point of destination. To this direction, each order will be packed according to its particular needs depending on the total items, mass, volume, items category and country of destination in order theft or damages to be prevented to the greatest extent.
2. Unless otherwise instructed, all orders will be packed in high grade recycled paper cartons except the items that come pre-packed in factory cartons. In high mass and/or volume orders, pallet packing may be proposed to the PURCHASER to ensure safety and transportation cost efficiency. Container shipments are also available and can be arranged in co-operation with the PURCHASER.
3. The VENDOR warehouse staff will act also towards maximizing transportation cost efficiency to the benefit of the PURCHASER. To this direction, in cartons as well as pallets shipments, original factory cartons may be, in some cases, totally or partially removed for weight / space / volume optimization purposes. Especially in the case of pallet building with large volume products (e.g. consoles) that come pre-packed in factory cartons, some of these factory cartons may be opened and the products contained placed bulk in the pallet to maximize space efficiency. The folded factory cartons will also be included in the shipment for customer use. If the PURCHASER does not wish this process to be followed must expressly state this on his purchase order in order for the factory packaging may be sent intact.
4. When the point of destination is domestic or resides in a country *within* the European Union, cartons will be sealed with intersecting adhesive tape on both sides, 3 metallic clips on each side and an additional intersection of blue plastic binders. An Enarxis shipping label will be placed to the center of each side of the cartons containing all essential information of the shipment. The shipping label of each carton as well as the invoice(s) accompanying the dispatch will be placed to the sides of the cartons.
5. When the point of destination resides in a country *outside* the European Union or, nevertheless, within the *European Union* but generally posing proportionally high risks of damage or theft, cartons will be sealed with intersecting adhesive tape on both sides, 3 metallic clips on each side. Furthermore, all cartons will be wrapped with in black stretch film, an additional layer of intersecting adhesive tape and finally an intersection of blue plastic binders. An Enarxis shipping label will be placed to the center of each side of the cartons containing all essential information of the shipment. The shipping label of each carton as well as the invoice(s) accompanying the dispatch will be placed to the sides of the cartons along with a label stating “*Commercial Export*” for countries outside EU.
6. Furthermore, certain labels are placed on cartons to assist the PURCHASER into the receipt and effective and timely counting of the shipment. Such labels are :
7. *“PARTIAL CARTON”* : This label refers to a **factory only carton** that does not contain the full quantity of item printed on it. These cartons must be opened and the quantity verified during receipt.
8. “MIXED CARTON” : This label refers to a **factory only carton**, that along with the items that should contain, contains also others that are not mentioned on the carton information that are factory printed on it.
9. Each shipment will be accompanied from its invoice or delivery note as well as a packing list with details of the contents of its carton or pallet unless the PURCHASER expressly orders otherwise in writing.
10. The VENDOR will not be responsible for not affecting certain packaging other than the one described above, unless the PURCHASER expressly gives instruction for doing so. In the case, some, cost based charges, may apply

**CHAPTER E**

***Transportation Insurance & Damages Compensation***

1. As a general principle, all shipments, foreign and domestic, must be insured against any danger or liability may arise for its transportation to the final destination designated by the PURCHASER.
2. For the protection of the interests of both the VENDOR and its clients, a permanent transportation insurance mechanism is set, based on an Open Cover Insurance Contract between the VENDOR and **CHARTIS Insurance Corporation** that is meant to cover potential loss or damages arising from the commercial transportation of goods, both domestic & cross border.
3. As a consequence, in order for a Purchase Order Shipment to be covered, thus insured by our contract for loss or damages, a respective charge must be made on the invoice accompanying the shipment. This charge will be proportional to the value of the shipment including any transportation or other expenses. The percentage of this charge will be announced at the beginning of each year and it will be in accordance to the charge agreed in the VENDOR’s contract with Chartis Insurance Corporation.
4. Transportation Insurance is to be charged on ALL invoices issued by the VENDOR. The only exceptions to this general rule that shall exist will be the ones restrictively stated bellow:
5. The prices & delivery terms of the delivery are agreed to be CIF, according to Incoterms 2010.
6. The delivery of domestic orders that is handled by the VENDOR’s own transportation means. These deliveries are considered to be under CIF terms, according to Incoterms 2010.
7. Expressly agreed in writing between the parties.
8. Upon written request of the Customer. In this case, the customer must have its own insurance cover, covering any potential loss or damages to the shipment, insurance cover that must be proved with relative documentation. Additionally, the total value of the shipment, charges included, must have been paid fully in advance prior to the shipment. (The same apply if the customer chooses for the transportation company to insure the shipment)
9. Upon receipt of the goods, the receiver must thoroughly examine the condition of the received cartons or pallets for any differences from the details of the invoice that accompanies each shipment or to the standardized way that the VENDOR is packing all outgoing orders. This standardized way is described in an earlier chapter. If such differences are noticed along with any other indications of theft or damage, a clear statement must be made on the transportation documents (*CMR, Air Way Bill, Bill of Lading, Courier Voucher or Delivery Note*) by the receiver. Additionally, the VENDOR’s *Transportation & Distribution Department* must be notified with a written complaint for such occurrence within 5 working days after the receipt of the shipment, stating in full details the reasons of the complaint. Failure to comply with the aforementioned requirements will result inevitably to void the insurance cover and, consequently, to the extinction of any compensation requirements.
10. If the VENDOR rejects a complaint that has been lodged in due time and the PURCHASER persists in its claim, the VENDOR will be entitled to have a report that is binding on both parties drawn up by an impartial expert or by an independent inspection body at the expense of the unsuccessful party.
11. In the unfortunate event of a loss or damage to the shipment, a written, signed and stamped ‘*Letter of Protest*’ must be sent to the VENDOR, describing the circumstances, the items and the values involved, in order for it to proceed with the compensation process. The ‘*Letter of Protest*’ must be accompanied with a copy of the shipping documents bearing the remarks made during the receipt of the goods describing the loss(es), damage(es) or/and other irregularities, as well as any other relative documents.
12. In the case of a loss of part or the entire shipment, provided the preconditions set above are fully met, compensation will be granted in the form of a Credit Note issued by the VENDOR to the Customer, up to the respective value of the loss, charges included up to the value that corresponds to the lost part of the shipment.
13. In the case of total or partial damages, provided the preconditions set above are fully met, compensation will also be granted in the form of a Credit Note issued by the VENDOR to the Customer, charges not included. Alternatively, the Customer has two options:
14. Assess the damage that the merchandise has incurred and decide to keep it, receiving a Credit Note only of the value of the assessed damage.
15. Return the damaged merchandise, in co-operation with the VENDOR’s Transportation & Distribution dept. and in accordance to the Merchandise Return Procedure described in these Terms & Conditions. After receipt of the goods, a Credit Note will be issued for the total value of the returned items.
16. A signed statement by the Customer, authorizing the VENDOR to seek and collect any compensation granted, according to its existing contractual agreements, from the side of the insurance company or the forwarder(s) or any other legal or physical person involved, is required in both cases prior to the issuance of the Credit Note.
17. Besides Transportation expenses which will be compensated in full only in total loss cases, Insurance, Banking, Customs or any other expenses or tariffs are expressly not subject to any full, partial or proportional compensation.
18. When an international forwarding company such as UPS, TNT, DHL, ACS or FEDEX is used by the Customer, insurance, by default, is NOT charged (ticked) on the Voucher. Such insurance can be arranged after an express written request by the customer.

**CHAPTER F**

***Merchandise Returns Policy***

1. Unless otherwise agreed, the VENDOR does not accept any unilateral return of goods.
2. Only if specifically and expressly agreed in writing, shall the VENDOR be liable for defects occurred or found. If nothing is agreed the VENDOR shall not be liable for defects. The obligations to remedy or replace undertaken by the VENDOR shall include items or materials directly connected with him, such as for those that the VENDOR constitutes an official distributor of the manufacturer. These official distribution agreements are announced at the VENDOR’s web site for the PURCHASER‘s reference. The PURCHASER is encouraged to direct any claims related to hereof towards the manufacturer of the products. Apart from this, the VENDOR undertakes no responsibility for the goods delivered and the PURCHASER is thus not entitled to terminate the contract, claim proportional reduction in the price or to claim, or to retain the purchase sum in part or in whole.
3. In the case of any situation that involves merchandise return to the VENDOR, special procedures exist that must be followed exactly in order for the return to be agreed, authorized, processed and accepted. According to these procedures, the PURCHASER must notify its Enarxis account manager and provide him with all the details of his request. Such details include:
4. The specific reason that the PURCHASER requests the return for.
5. The Item(s*) Enarxis Code*, *Enarxis Description* and *Barcode* as well as the *exact quantity* per Barcode.
6. The Item(s) *Serial Numbers* (s/n) when requested by the account manager.
7. Photos showing the condition of the goods may also be requested.
8. After finalizing the items, barcodes, quantities and prices to be returned and provided that the parties reach an agreement on all the specific details of the requested return, the VENDOR’s *transportation Dpt*. will contact the PURCHASER to arrange for the return transportation. At that time, the PURCHASER will receive an **Authorization Code** (*e.g.* *EDM.RMT-O-000123*) which he must print on the *Delivery Note* of the returned items as well as on the carton(s) and a **shipping slip** with all the specific details of his return. All merchandise return shipments to the VENDOR’s Warehouse must be accompanied with a *Delivery Note* from the PURCHASER, listing all items of the shipment. **No return will be accepted from the warehouse that is not accompanied by the said Delivery Note or does not bear a valid Authorization Code, consequently the receipt will be immediately denied and no Credit Note will be issued.**
9. No Return will be accepted and subsequently no credit will be given for products not purchased from the VENDOR. If, despite this, such products are received, they will be immediately returned to the PURCHASER at his expense.
10. Each individual item must be in its original packaging with all its original contents. No credit will be given for items received without their original packaging.
11. Credit Notes for merchandise returned will be issued with **pricing determined by the last buying price** of the PURCHASER for each specific item provided that the said last purchase was affected within **2 months** of the date the return request was announced to the VENDOR. If such purchase does not exist, the prices of the credit items will be determined by their current trade price.
12. No credit will be given for items clearly not purchased from the VENDOR. These items will be returned immediately or their receipt will be denied by the VENDOR’s warehouse.

**CHAPTER G**

***Warranty***

1. In the case of a manufacturer’s warranty, the PURCHASER may only claim warranty from the manufacturer / local official representative and not from the VENDOR. (*e.g. Consoles and Official Peripherals*).
2. No warranty is provided to software products (*e.g. Games & Software*). To that extent no warranty is provided for missing activation codes, registration codes, DLCs etc., unless it is shown that such case is part of an epidemic phenomenon. (*e.g. missing codes in an entire batch or lot*). For individual, isolated cases, the end-user must address to the respective service provider (*e.g. Steam or Origin*), explain his case and ask for a solution.
3. Any manufacturer’s warranty in respect of goods acquired from third parties will, if possible, be **granted** to the PURCHASER subject to the applicable regulations. (*e.g. Third party accessories, controllers and peripherals*).
4. Any warranty provided will be void if the PURCHASER does not use, modify or process the goods delivered in accordance with the regulations or their intended use, fails to use, maintain, repair or modify the goods properly, or fails to perform its obligations vis-à-vis the VENDOR.

**CHAPTER H**

***Force Majeure***

1. The VENDOR will not be liable if and to the extent its obligations under an agreement cannot be performed due to Force Majeure.
2. “Force Majeure” will in any event include: disasters, acts of God, government measures, war, uprising, insurrection, vandalism, extreme traffic hold-ups, epidemics, extreme weather conditions, industrial actions and strikes, unusual interruption of production or transport, power failures, customs discrepancies, drastic price fluctuations and any other unforeseen circumstances that may affect the business operations of the VENDOR or its suppliers.
3. If, in the VENDOR’s opinion, a Force Majeure event renders the normal performance of the agreement impossible or unreasonably onerous, the VENDOR will be entitled to terminate the agreement in whole or in part or temporarily suspend performance of the agreement until such circumstances have discontinued, without being liable to pay any compensation.

***Final Provisions***

1. All statements made by the Parties with respect to the execution of the individual provisions hereof – except where this Agreement states differently - shall be made in writing under the pain of invalidity and shall be submitted to the other Party either personally, or by e-mail with confirmed receipt by the recipient or by registered mail upon a confirmation of receipt.
2. Each Party shall be obliged to inform the other Party immediately about any changes to the legal company address, VAT number, to the telephone or fax numbers or e-mail address indicated herein under the pain of considering any correspondence sent to the address indicated in the Agreement as effectively delivered.
3. If and to the extent provisions in a contract or in these terms and conditions are declared nonbinding, they will be substituted by statutory regulations that are most consistent with the purport of such provisions. The remaining provisions will remain in full force.
4. The VENDOR will be entitled to amend or supplement these general terms and conditions. The version of the general terms and conditions in force at the time of the formation of the agreement entered into with the PURCHASER will remain applicable at all times.
5. This Agreement has been issued and signed in two identical copies, one for each Party.

 WE HEREBY CONFIRM THAT WE HAVE CAREFULLY READ AND CLEARLY UNDERSTAND ENARXIS’ TERMS & CONDITIONS AND AGREE TO COMPLY THEREWITH.

Signed and Stamped on

………………………………………

for Enarxis Dynamic Media Ltd. for the PURCHASER

**…………………………………………… ………………………………………..**

**Georgakopoulos J. Constantine the Legal Representative**

*Director*. *Title of Legal Representative*.

**……………………………………………**

**Georgakopoulos J. Nikolas**

*Director*.