

ALCHEMY WHOLESALE TERMS & CONDITIONS

§ 1 Area of Validity/subject of Contract

Our conditions apply to deliveries of movable property to resellers in accordance with the contract concluded between ourselves and the customer. Agreements, supplements, or verbal arrangements that differ from our conditions are only binding if we have confirmed them in writing.

§ 2 Offer/Conclusion of Contract/Bidding Documents

The customer's order constitutes a binding offer that we can accept within two weeks by sending an order confirmation/proforma-invoice or by delivering the item. Previously extended offers of ours remain non-binding unless we have designated them explicitly or in writing as fixed offers.

§ 3 Prices and Payment Terms

- 3a.** Price modifications are permitted if there are more than one month between the conclusion of contract and the agreed delivery date. If salaries or material costs change after this and before the delivery, we have the right to modify the price according to the cost increases or cost decreases. The customer only has the right to withdraw if a price increase substantially exceeds the increase of general living costs between the time of order and delivery.
- 3b.** The prices are in EURO currency.
- 3c.** Bills are due immediately upon receipt. The customer defaults 5 days at the latest after the due date. A payment is only considered complete when the requested sum has been credited to our bank account. In case of late payments we have the right to request interest amounting to 5 percent above the base interest rate. This does not preclude assertion of additional damages caused by delay. It includes costs incurred by delay in acceptance or return debit notes.
- 3d.** As a rule, payments are credited against the oldest debt, regardless of any contrary conditions of the buyer. If costs have already been incurred by collection and/or interest, the payment is first credited against the costs, then the interest and, lastly, the principal sum.
- 3e.** The minimum order value is 500,00 EUR. For all orders payment is only possible by prepayment - bank transfer - in advance.

§ 4 Delivery Conditions

If free delivery is provided and there are no other agreements regarding delivery, we will select the means and route of transportation. The risk of accidental loss or accidental damage to the delivery item/s is only transferred to the customer at the time of receipt, even for contracts of sale involving the carriage of goods. If the customer is in default of acceptance, this is considered equivalent to receipt. Transportation damages must be reported immediately upon receipt and the specifics confirmed immediately in writing. Transportation damages and incorrect quantities must be determined immediately upon arrival of the shipment by shipping authorities and certified in the accompanying documents.

§ 5 Right of Withdrawal and Return Instructions for Distance Selling Contracts

- 5a.** Distance selling contracts. If the contract with the customer was initiated or concluded by means of telecommunication, that is, methods of communications that can be employed without requiring the physical presence of a contracting party, especially letters, catalogues, telephone calls, faxes, e-mails, and radio, television and media services (distance selling contracts). The customer possesses the right of withdrawal described below.
- 5b.** Right of withdrawal: The customer has the right to withdraw the contractual statement within two weeks without stating reasons in written form (letter, e-mail, etc.) or by returning the item. The period begins with receipt of this instruction. The rights of return and withdrawal do not exist if the item was tailored to customer specifications or clearly customized to meet personal requirements or is not suited for return shipment due to its character. If the right of withdrawal is exercised, the costs of the return shipment will be carried by the customer. The same applies, regardless of the value of the item returned, if the customer has not yet made a payment.
- 5c.** Consequences of withdrawal: The customer must pay compensation for damage to an item caused by normal use. The customer may carefully and cautiously test item. The customer must assume any loss in value caused by use beyond simple testing the results in the item not being suitable for sale as a new product.

§ 6 Warranty

- 6a. We are not liable for quality defects caused by inappropriate or improper use, normal wear, or incorrect or negligent treatment, any more than for the consequences of improper modifications or modifications carried out without our approval, or repair work by the customer or third parties. We are also not liable for defects that reduce the value or serviceability of the item only insignificantly. An item garnering a complaint must be returned to us immediately upon request; we will assume the transportation costs on the condition that the notification of defects is warranted. If the customer does not fulfill these obligations or carries out modifications to the item already complained about without our consent, any claims regarding defects in quality are void.
- 6b. The customer agrees to inform us immediately if third parties make a claim against the customer based on the Product Liability Act.
- 6c. The limitation period for the right to claim damages for defects amounts to one month for the delivery of new items. The period begins at the transfer of risk. This does not apply in the case of claims for compensation due to defects.

§ 7 Retention of Title

- 7a. We reserve the right to the title to the object of purchase until complete payment of the purchase price.
- 7b. If the customer violates an obligation, especially if payment is delayed, we have the right to delivery, withdrawal, or retraction after the unsuccessful expiration of a deadline set for the customer; the legal provisions regarding the dispensability of a deadline remain unaffected. The customer is obligated to deliver. We have the right to withdraw from the contract if a request for the initiation of insolvency proceedings for the customer's assets is made.
- 7c. The customer must immediately notify us and supply the documents necessary for intervention if a third party takes measures for compulsory enforcement; this also applies to interference of any kind. Independently of this, the customer must inform the third parties of the existing rights to the item from the beginning. If the customer is a company, it must assume the costs of intervention, if the third party is not in a position to reimburse them.

§ 8 Form of Statement

Relevant statements or declarations that the customer must turn over to us or a third party must be in written form.

§ 9 Liability for Damages

Our liability for breaches of conceptual obligations is limited to intent and gross negligence. This does not apply for injuries to the life, body and health of the customer, claims due to the breach of cardinal obligations, and compensation for damages caused by delay. We are not liable for the above mentioned.

alchemy

CARBON CONSTRUCTIONS - COMPOSITE MATERIALS
HI-END FREEDIVING & SPEARFISHING EQUIPMENT

Fylis Str. 45, Ano Liosia,
13341, Athens - GREECE
EU VAT Reg. No. EL 122217332

alchemy CEO
Mr. **Dimitrios G. Pantazis**



Applicant details & Signature:

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