



Aero Apartion PCC

41, Fleming str., 190 09, Rafina, Attica - Greece

Tel: +30 2294 30 68 41. +30 2294 30 68 42

Fax: +30 2294 30 68 42,

e-mail: info@aero-apartion.gr

Standard Terms and Conditions of Sale

Definitions in these conditions

“The Seller” or “the Company” means Aero Apartion PCC

“The Buyer” means the person, Company or Organisation purchasing Goods

“The Order” means the Buyer’s instructions to the Seller to supply the Goods

“The Goods” means the subject(s) of the Order

“The Confirmation of Order” means the acceptance by the Seller of the Order

“The Price” means the Price of the Goods exclusive of VAT rolling at the date they are dispatched by the Seller

“The Contract” means the Contract formed by the acceptance of the Order

1. Applicability

These terms and conditions apply in pertinence to and supersede any terms and conditions referred to, offered or relied on by the Buyer whether in negotiations or at any stage in the dealings between the Seller and the Buyer with reference to the Goods to which the Contract relates. Without prejudice to the generality of the above, the Seller will not be bound by any standard or printed terms supplied by the Buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms to apply and the Seller acknowledges such notification in writing.

2. Prices

All quoted prices are exclusive of Value Added Tax (VAT) unless otherwise stated. All quotations given are not offers capable of acceptance so as to make a binding Contract and so are subject to amendment or withdrawal by the Seller. All orders placed with the Seller require the Seller’s acceptance before any Contract arises.

3. Quantity supplied

Goods can only be supplied in the standard pack or case quantity or “minimum buying quantity” quoted. The Company will endeavor to supply the quantity of Goods Ordered but every packing and delivery will be subject to the margins of tolerances customary in the trade.

4. Changes

If, after receipt of the Order for Goods but before delivery improvements are made in the design and /or specification of the Goods we may without giving notice to the Buyer, supply the improved Goods in place of those originally ordered.



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5. Packaging

Prices shown in quotations or Contract will include the cost of the Company's normal packaging for destinations within the mainland Greece. Any other form of packaging supplied at the Buyer's request will be charged extra and will be non-refundable.

6. Delivery

Delivery shall be deemed to be effective when the Goods are unloaded at the delivery address nominated by the Buyer or his agent for delivery, except where the Goods are to be collected by the Buyer or his agent, when delivery shall be deemed to be effective when the Goods are loaded onto the vehicle collecting them. The Company reserves the right to deliver Goods by installments and in such event each installment shall be treated as separate Contract provided that deliveries of further installments may be withheld until the Goods or materials comprised in earlier installments have been paid in full. We make every effort to abide by any agreed delivery date but we can accept no liability in respect of non-delivery or delayed deliveries.

7. Specifications

The Buyer shall inspect the Goods immediately upon delivery and shall within seven days (7) of delivery notify the Seller in writing of any defect, damage, loss, shortage or other particulars by reason of which the Buyer alleges that the Goods do not conform with the Order, if no such notice is given, the Goods shall be deemed to have been supplied in accordance with the Order and to have been accepted by the Buyer. Goods may be returned which do not conform to the Order only with the consent of the Seller in writing. The Seller reserves the right to impose a handling charge of 15% of the net invoice value for these Goods. The Company reserves the right to refuse to accept any Goods returned, for whatever reason, if after inspection such Goods or their packaging prove unsatisfactory in any way.

The Buyer is responsible for ensuring that are free from biological and chemical hazard. The Company reserves the right to refuse to accept any Goods which in its view present a hazard to its staff or which may infringe the health and safety.

The Company warrants that the Goods delivered to the Buyer shall be of merchantable quality and shall comply with the description referred to in the Contract but the Company's liability hereunder is limited to the Price of the Goods proved to be defective and for this purpose the Price shall be deemed to be the invoice Price of the Goods. The Company shall be entitled in its absolute discretion to replace such Goods upon the terms hereof in settlement of its liability in lieu of making cash settlement.

8. Payment

Unless otherwise agreed in writing the prices will be paid in Euro.

Payment is due in 30 days after receipt of the invoice. The Company reserves the right to request payment with the order. Should a well-founded doubt arise about the Buyer's ability or willingness to pay



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invoices on the due date, the Seller reserves the right to cancel the order or postpone delivery till payment has been received. The Company shall be entitled to charge 5% interest for any amount remaining unpaid after 60 days from the date of the invoice for the period from the due date until full payment is received.

9. Title

All Goods remain the Seller's property until paid for. Payment shall be treated as received when the Company's bank account has been credited with the amount in question.

10. Risk

The risk passes to the Buyer when the Goods are delivered by the Seller to the Buyer or to a carrier (whether employed by the Seller or the Buyer) on leaving Seller's premises.

11. Use

It is the Buyer's responsibility to determine whether the Goods are suitable for the contemplated use, whether or not such use is known to the Seller. Any technical advice offered by the Seller or its representative or agent is given only on the basis that it is followed at user's own risk.

12. Import Licenses

The Buyer shall be responsible for obtaining any necessary import licenses, details of which should be noted on the Buyer's Order.

13. Availability

All Goods are offered at all times subject to availability.

14. Acceptance

Acceptance of Goods implies acceptance of these conditions.

15. Force Majeure

If the commencement, continuation or complete performance by the Company of its obligations under this Contract is prevented, hindered, delayed or rendered uneconomic by reasons of Force Majeure then the Company shall not be responsible to the Buyer for any loss or damage incurred or sustained by the Buyer as a result. For the purposes of this condition the term Force Majeure shall include any factor affecting the performance of this Contract attributable to the acts, events, non-happenings, omissions or incidents beyond the reasonable control of the Company.



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16. Limitation of Liability

Except for death or personal injury caused by the negligence of the Company, the Company's aggregate liability to the Buyer however arising whether for negligence, breach of Contract, misrepresentation or otherwise, shall under no circumstances exceed the cost of the defective damaged, or undelivered Goods which give rise to such liability as determined by the net Price invoiced to the Buyer in respect of any occurrences or series of occurrences.

17. Repairs

The Company shall not be responsible for any further breakage or other loss or damage occurred whilst in faulty Goods sent in for repair are in its charge.

18. Law

The Contract shall be deemed to have been made in Greece and the parties to the Contract hereby submit to the jurisdiction of the Greek courts. Greek law shall be the proper law of the Contract.