



AVAX S.A. • 16 Amarousiou - Halandriou str., 151 25, Marousi, Athens, GREECE • EL094183623

CLIENT/ КЛИЕНТ: ICGB A.D.
PROJECT/ ПРОЕКТ: DESIGN, PROCUREMENT, AND CONSTRUCTION OF A NATURAL GAS INTERCONNECTOR GREECE-BULGARIA (IGB PROJECT)

SUBJECT/ ПРЕДМЕТ: PROVISION OF TOPOGRAPHIC SURVEY & STUDIES SERVICES DURING CONSTRUCTION PHASE IN RELATION TO THE PROJECT CALLED: "IGB Project (Gas Interconnector Greece-Bulgaria)".

SUBCONTRACT No. 2979-SC-GR-05

This SUBCONTRACT (hereinafter referred to as "SUBCONTRACT") is entered and executed by and between:

On the one hand:

AVAX S.A. GENERAL CONTRACTOR or "AVAX", having its registered office at 16, Amarousiou - Halandriou St., 151 25 Marousi, Athens, Greece, with Tax registration number (VAT No.): EL094183623 and General Commercial Registry (G.E.M.I.) Nr.: 913601000, hereinafter referred to as the "CONTRACTOR", represented by Mr. Konstantinos Mitzalis as CEO, duly authorized to sign this SUBCONTRACT.

AND

On the other hand:

LINARDOS MIKE, a company incorporated under the laws of Greece, having its registered office at 55 Favnou Str. in Galatsi, Athens, with Tax registration number (VAT No.): EL800725904, hereinafter referred to as "SERVICE PROVIDER", represented by Mr. Linardos Nikolaos, duly authorized to sign this SUBCONTRACT.

Also referred to individually as "PARTY" or collectively as "PARTIES"

ART. 1 PREFACE

1.1. On 10.10.2019, ICGB AD, a company established and existing under the laws of the Republic of Bulgaria, having a registered office seat at 13 Veslets Street, 100 Sofia, Bulgaria, with UIC BG 201383265 (hereinafter referred to as "EMPLOYER"), has awarded to the CONTRACTOR a contract (hereinafter referred to as "MAIN CONTRACT" or "CONTRACT") dated 10.10.2019 for the design, procurement and Construction of a natural Gas Interconnector from Greece to Bulgaria of a total length of 182 km (approximately) and entry point in the region of the town Komotini (Greece) and with the exit point in the region of the town of Stara Zagora (Bulgaria) (the "IGB Project" or the "PROJECT").

Originator/ основоположник	Procurement Manager/Мениджър по обществени поръчки	Project Manager / Ръководител проект	Head of Department / Началник на отдел
			



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- 1.2. IGB Project consists of the study, procurement of materials and the installation of a 182 km steel pipe network as well as the associated underground installations, namely two (2) metering / regulating stations, eight (8) valve station and dispatch centers in Haskovo. The project will be executed in the countries of Greece and Bulgaria.
- 1.3. The Greek section of the IGB Project will be approximately 32 km of 32" steel pipe network, the intergraded metering / regulating station in the city of Komotini for the interconnection of the ICGB network with the DESFA pipeline network and the TAP pipeline network, and the valve station "B1".
- 1.4. Part of the CONTRACTOR's Scope of Work is to is to perform all necessary topographical works for the completion of the Project.
- 1.5. The CONTRACTOR's intention is to assign of the above mentioned works (art. 1.4) to the SERVICE PROVIDER.
- 1.6. The SERVICE PROVIDER tendered for the topographical survey works. An agreement based on the submitted offer has been reached between the PARTIES. The CONTRACTOR and the SERVICE PROVIDER express mutual willingness to abide by their respective rights and obligations exclusively under the terms and conditions stipulated in this SUBCONTRACT and in the MAIN CONTRACT.
- 1.7. The SERVICE PROVIDER represents and warrants to be fully experienced, qualified and willing to perform the SCOPE OF WORK (as it is described in Art. 2) in full accordance to the terms and conditions of this SUBCONTRACT and the terms and conditions of the MAIN CONTRACT and confirms to hold all necessary permits to perform the job as per SOW in compliance with Greek law requirements.
- 1.8. The SERVICE PROVIDER declares to have received, carefully and diligently examined, reviewed and clearly understood all the specifications, drawings, procedures, safety rules and all other requirements mentioned in CONTRACTOR'S tender and SUBCONTRACT documents that SERVICE PROVIDER formally declares that are an integral, substantial and mandatory part of this SUBCONTRACT.
- 1.9. The SERVICE PROVIDER declares to have visited and exanimated the area (hereinafter WORK AREAS) where the activities have to be performed and to have satisfied itself as to nature and contours of the site, character of soil, geological, hydrological and climate conditions, transportation routes and means of access, local facilities, logistic, sources of supply, water, fuel, electricity, and any other things required for the execution of the scope of work, and to accept the work area condition as it was, during survey.
- 1.10. The SERVICE PROVIDER represents and warrants that the SCOPE OF WORK will be completed by the dates and in accordance with the terms and conditions stated herein, which entirely reflect the terms and duration of the MAIN CONTRACT.
- 1.11. The SERVICE PROVIDER has agreed to complete and guarantee the works in accordance with the terms and conditions set forth in the present SUBCONTRACT and its attachments which are integral part of the SUBCONTRACT.

Originator/ ОСНОВОПОЛОЖНИК	Procurement Manager/Мениджър по обществени поръчки	Project Manager / Ръководител проект	Head of Department / Началник на отдел
			



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- 2.6.2 Five (5) Surveying Engineers who will be performing the SOW from the SERVICE PROVIDER'S premises. The Surveying Engineers will provide CVs evident of their qualifications and experience on similar Projects. This survey crew will supervise constantly all surveying works during the Project; will be responsible for all the activities of the field crew regarding the stake-out data, the monthly As-Built Preparation and issuing, the surveying modifications and the process of the data as well as dealing with construction problems that might occur.
- 2.7 In case that a second survey crew (as ref. at 2.6.1) must be deployed, SERVICE PROVIDER will provide it maximum within fifteen days upon request from CONTRACTOR.
- 2.8 The work at field is estimated up to 10 hours per day from Monday to Friday (REF. ART. 2.6.1.). The work for the surveying engineers (ref. art. 2.6.2.) in SERVICE PROVIDER'S premises is estimated to 8 hours per day from Monday to Friday.
- 2.9 The SOW includes mobilization/demobilization of personnel, wages of personnel, lodging and alimentation of personnel, social insurance coverage of the personnel, all necessary equipment to perform the SOW.

ART. 3 TECHNICAL AND CONTRACTUAL DOCUMENTATION

The SUBCONTRACT is constituted by the present document and the hereinafter listed specifications in order of prevalence:

- 3.1 This SUBCONTRACT; 2979-SC-GR-05.
- 3.2 Unpriced copy of the MAIN CONTRACT documents; CONTRACT between the CONTRACTOR and the EMPLOYER, complete with all appendixes, attachments, exhibits, specifications and referenced documents which by this reference are deemed incorporated within the SUBCONTRACT to the full extent they are applicable to the WORKS.
- 3.3 The Time Schedule of the MAIN CONTRACT (latest revision applies).
- 3.4 TECHNICAL DOCUMENTS (LATEST REVISION APPLIES):
Topographic survey specification and relevant attachments.
EMPLOYER Specification for Survey Scope of Work
All other applicable documents contained the Contract
Applicable Codes and Standard
- 3.5 Health and Safety Regulations:
- ICGB-OC06-0000-HSE-PLA-20008 HSE MANUAL;
- ICGB-OC06-0000-HSE-PLA-HSE PLAN.
- 3.6 All applicable Greek Legislation;
- 3.7 The Commercial and Technical Quotation of the SUPPLIER dated 27.02.2020 (the "OFFER") attached hereto as ANNEX 1, deemed to be an integral part of this SUBCONTRACT. (ANNEX 1).

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- 1.10. The MAIN CONTRACT's General Terms and Conditions shall apply to the SERVICE PROVIDER.
- 1.11. The MAIN CONTRACT between the CONTRACTOR and the EMPLOYER dated 10.10.2019 named: "CONTRACT for the design, Procurement and Construction of a Natural Gas Interconnector Greece-Bulgaria" shall be deemed to form, be read and construed as part of this SUBCONTRACT.

ART. 2 SCOPE OF WORKS

- 2.1 The works of the present SUBCONTRACT are related to the provision of the topographical surveys and studies to be performed in the Greek Part of the PROJECT, from KP 1 to KP 31 in Komotini Area camps, pipe yards and along the row (right of way) until the Greek-Bulgarian borders in relation to the project called: "IGB Project (Gas Interconnector Greece-Bulgaria)", in accordance to the CONTRACT and in compliance with the health & safety requirements and all related Greek Legislation (hereinafter referred to as "SCOPE OF WORK" or "SOW" or "WORKS"). The validity of this SUBCONTRACT is estimated to be up to twenty (20) months with an option of extension after an agreement between both parties has been reached.
- 2.2 CONTRACTOR entrusts to SERVICE PROVIDER, which accepts and take at its charge based on the parts and conditions contained in this SUBCONTRACT and the acts in it recalled to perform part of the topographic activities related to the project "IGB Project (Gas Interconnector Greece-Bulgaria)".
- 2.3 The exact scope of work of the SERVICE PROVIDER's is described in the SUPPLIER's Technical Quotation dated 27.02.2020 attached hereto as ANNEX 1 deemed to be an integral part of this SUBCONTRACT.
- 2.4 The Scope of Works (hereinafter the "WORKS" or the "SCOPE OF WORK" or "SoW") is namely consisted of:
- Reviewing documentation of surveying and Pipeline routing for creation of data.
 - Site and Office Survey Works During Construction Phase for the issuing of Survey Documentation
 - Preparation and Issuing of As-Built Documentation and Drawings.
- 2.5 Any additional topographical survey work, which will be demanded by the CONTRACTOR will be performed by the SERVICE PROVIDER within the framework of the private agreement.
- 2.6 For the completion of the SOW survey works the below crews shall be deployed:
- 2.6.1 Surveying crew/s that will be responsible for the survey field works in accordance to the needs of the PROJECT and the CONTRACTOR's further notifications. The field survey works will be supported by one Head Engineer who will visit the site regularly during the whole construction period of the Project. The Head Engineer will be in charge of the creation of Topographical backgrounds, slight changes of the pipeline, computation of the quantities of the excavations when there is a need and for anything else that will occur during the construction that need relevant surveying modifications. The estimated period of deploying Field Surveying crew/san the Head ENGINEER is sixteen (16) months since the signature of the SUBCONTRACT.

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- 3.8 The SERVICE PROVIDER's Project Organization Chart (ANNEX 2)
- 3.9 Upon signing of the present SUBCONTRACT, the SERVICE PROVIDER confirms that the aforesaid documents and their revisions, have been carefully examined and accepted by the SERVICE PROVIDER without any reservation and also that, even if they are not materially enclosed to the SUBCONTRACT, they constitute integrated and substantial part of it.

ART. 4 RATES

- 4.1 The SERVICE PROVIDER declares to have considered and estimated adequately the costs, the risks at his charge, all the conditions and circumstances acclimatize them and logistic and to have agreed with the SUBCONTRACT conditions appropriated to the case and compensations fairly remunerative for the works object of the SUBCONTRACT.
- 4.2 For the provision of Topographical Survey Works During Construction as above described (REF. Art 2) parties agree the following rates (TABLE 4.2):

TABLE 4.2

A/A	DESCRIPTION	UNITS	UNIT PRICE	INDICATIVE QUANTITY	TOTAL VALUE
Contract					
SURVEY WORKS DURING THE CONSTRUCTION PHASE – AS BUILT (GREEK SECTION)					
01	Review of Survey	meters			
02	Office work for preparation Staking out the R.O.W.	meters			
03	Staking out the R.O.W.	meters			
04	Altimetric data collection after R.O.W. preparation	meters			
05	Office work for Field engineering, detailed horizontal and altimetric design of pipeline so this data will be exported for Staking out	meters			
06	Recording plans and Longitudinal sections with field design will be delivered to CONTRACTOR.	meters			
07	Horizontal and Altimetric Staking out the pipeline axis	meters			
08	Inspection of the excavations and as-built-data collection of the central pipeline, Measuring Posts, erosion protection after back-filling, Marking Posts.	meters			
09	Field-data collection and preparation Drawings for the Block Valve Stations (BVS) / Scraper Stations.	item			
10	Preparation of all required documentation on site for As built Drawings and lists.	meters			
TOTAL VALUE FOR SURVEY WORKS DURING THE CONSTRUCTION PHASE :					

- 4.3 Rates exclude:
VAT (Value Added Taxes in accordance to Greek Legislation).
- 4.4 Rates Include, not limited to, all burdens and duties in order to fulfil the SOW:
- Qualified Surveyors, Mechanical-Electrical Engineers
 - Personal Protective Equipment, when on site

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- Meet and greet for **CONTRACTOR** personnel
 - Transportation of manpower and equipment
 - Insurances
 - Special equipment required
 - Lodging and alimentation for the personnel
 - Salary, taxes (excluding VAT), other possible expenses
 - All qualification needed
 - All the other duties even if not stated here but necessary to perform the SOW.
- 4.5 The rates as mentioned in the Art. 4.2 are accepted by **SERVICE PROVIDER** at his own risk, based on his own calculations, estimates, and enquiries, deriving from its own study and appreciation of the extent of the **SCOPE OF WORKS** and the local conditions under which it is to be carried out, notwithstanding that the conditions actually encountered may differ from those envisaged. **SERVICE PROVIDER** declares that, taken as a whole, the **SUBCONTRACT**'s rates are profitable, regardless of the quantity which any single rate may be referred to.
- 4.6 The **SUBCONTRACT**'s rates will not be subject to escalation regardless of any variation in the cost of labour, material, fuel or any other reason or event, even cases of force majeure, which may occur during the execution of the **SCOPE OF WORKS**. Therefore, the **SERVICE PROVIDER** shall not be entitled to any other compensation or indemnity regardless of any circumstances whatsoever that may arise even where these could not have been foreseen and might otherwise justify a price adjustment

ART. 5 WORK SCHEDULE AND PLANNING

- 5.1 The services shall start on March 2020 and are expected to be finalised within twenty (20) months.
- 5.2 The **CONTRACTOR** will be able to demand anytime, in relation to the operating requirements of the **EMPLOYER** and/or of the same **CONTRACTOR**, modifications and/or improvements of the program that the **SERVICE PROVIDER** is engaged to support.
- 5.3 The **SERVICE PROVIDER** shall have sufficient and reasonable flexibility to adjust its equipment and personnel in accordance with the effective progress of the **SCOPE OF WORKS**, without that the **SERVICE PROVIDER** being entitled to make requests to extra charges, higher costs and /or any other compensation of any title or nature.
- 5.5 The **CONTRACTOR** shall not engage himself or take any commitment to assure any minimum quantities of **SCOPE OF WORKS** per day or months to the **SERVICE PROVIDER**, and **SERVICE PROVIDER** is aware to accept such condition renouncing from now to have any possibility or right of claim for lost of production and miss of profit;
- 5.6 *Omitted*
- 5.7 The **SERVICE PROVIDER** is not entitled to slow down, suspend or interrupt for any reason or cause (with the exemption of Force Majeure,) even in case of disputes or litigation, the **SCOPE OF WORKS**.

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Failing, the CONTRACTOR shall have the right to terminate this SUBCONTRACT as of right, for act and fault of the SERVICE PROVIDER.

ART. 6 LIQUIDATED DAMAGES -PENALTIES

6.1 *Omitted*

ART. 7 SUBCONTRACT CEILING VALUE

7.1 Parties declare that the presumed amount of the present SUBCONTRACT is

7.2 Every variation or modification to the present SUBCONTRACT, including every variation that involves an overcoming of the above mentioned amount will be valid for the PARTIES only if the same one will be ratified with formal additional act signed by the Legal Representative who represents CONTRACTOR and SERVICE PROVIDER.

ART. 8 ACCOUNTING, INVOICING, PAYMENTS

8.1 ACCOUNTING

The works described in the present SUBCONTRACT are entrusted to the SERVICE PROVIDER to monthly rate as unit prices.

8.1.1 The SERVICE PROVIDER shall fill a daily time sheet to be counter-signed by CONTRACTOR's representative.

8.1.2 The SERVICE PROVIDER shall account every month (MR) the accomplished works upon the monthly Report, according to the above mentioned methods. The monthly report (MR), will be checked by CONTRACTOR and signed by CONTRACTOR's REPRESENTATIVE.

8.1.3 Monthly accounting work (MR) have the sole purpose of the advances granted to the SERVICE PROVIDER during the course of the work entrusted to it, to facilitate the same from a financial standpoint. It does not constitute acceptance of WORK (s) (performed by SERVICE PROVIDER), what will happen only after final payment certificate.

8.1.4 The productions of the month will not be certified, if the SERVICE PROVIDER will not have delivered regular accounting made according to above articles (from 8.1 to 8.1.5 included).

8.2 INVOICING

8.2.1 On the basis of the monthly report payment certificate released (MR) issued and approved by CONTRACTOR's Engineering Manager, SERVICE PROVIDER shall issue its invoice.

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- 8.2.2 The invoicing could be carried out, for 100% of the works, only after the certification of the MR by the **CONTRACTOR** Representative.
- 8.2.3 Monthly invoices issued according to Greek regulations shall be addressed and forwarded to:
AVAX S.A. Greek Branch
16, Amarousiou Chalandriou
Str. 15125 Maroussi Attika Greece
VAT No: 997103245
Att. to: ACCOUNTING DPT
- making reference to:
SUBCONTRACT no.: 2979-SC-GR-05
- An electronic version of each invoice shall be sent by email to:
- kachtaris@avax-sa.gr
- 8.2.4 At the invoices shall be enclosed the MR certified by **CONTRACTOR** and on the invoice shall reported the related reference **SUBCONTRACT** number and the **SERVICE PROVIDER**'s bank details. Fail to provide above said information and all other documents requested in the present **SUBCONTRACT**, **CONTRACTOR** shall be entitled to postpone the payment and to give it course from the date of receipt of the correct documents.
- 8.3 **PAYMENTS AND RETENTION MONEY**
- 8.3.1 The right to payment of compensation arises at the time of acceptance of the work by the **CONTRACTOR** or **EMPLOYER**.
Notwithstanding the foregoing, during the execution of the work **SERVICE PROVIDER** will receive payments in account of the consideration of the **SUBCONTRACT**.
- 8.3.1 The relative taxable incomes to **100%** of the amounts of the invoices as per article. 8.2 will be paid by Bank Transfer within _____ in the date of invoice.

ART. 9 NEW PRICES - CLAIMS and EXTRA WORKS

Omitted

ART. 10 PERFORMANCE BOND

10.1 *Omitted*

ART. 11 CONTRACTOR PROVISION OF SERVICES AND FACILITIES

Unless otherwise stated in previous Art 2 the **CONTRACTOR** will provide the following facilities and services at its care and cost:

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CONTRACTOR will provide alone and simply, the following facilities and services at its care and cost:

- 11.1 The **CONTRACTOR** shall make available all technical documents/drawing provided by the **COMPANY** may be necessary for the execution of the works.
- 11.2 The **CONTRACTOR** shall make available all permits/ passes may be necessary to reach the works areas.
- 11.3 VAT according to Greek regulations.
- 11.4 Offices for the topographic site team

ART.12 SERVICE PROVIDER'S DUTIES AND INCLUSIONS

Unless otherwise stated in previous Art 2 **SERVICE PROVIDER'S** duties and inclusion are, not limited to:

- 12.1 The **SERVICE PROVIDER** shall provide all necessary specialized staff (minimum 3 years of experience in a relevant position) to carry out the services, according to Subcontract.
- 12.2 The **SERVICE PROVIDER** shall bear for his staff the costs for transportation, accommodation, meals, salary, social security, personnel overheads, all kind of premium, benefits, compensations, vacation/holidays pay, 7 days per week, personnel insurance, payroll insurance, sick pay, traveling time to and from the site, daily allowance, taxes and cost increases at any time, as well as profits, fees and all other costs which are not expressly excluded by this **SUBCONTRACT**.
- 12.3 The **SERVICE PROVIDER** shall bear all the costs relating to taxes and any other sort of fees that may be imposed for the work here in subject concerning to the **SERVICE PROVIDER** only.
- 12.4 The **SERVICE PROVIDER** shall provide upon signature of this **SUBCONTRACT**, and in any case before starting the activities, the following certification:
 - The **SERVICE PROVIDER'S** Licence;
 - The **SERVICE PROVIDER'S** Company VAT registration document;
 - The **SERVICE PROVIDER'S** insurance policies;
 - A Certificate of taxpayer
 - CVs of personnel/qualifications
 - Any other certifications, which may not be included in this **SUBCONTRACT** but must be provided in accordance to the relevant Greek law.
- 12.5 The **SERVICE PROVIDER** shall provide all necessary equipment to carry out the works as well as all the necessary accessories.
- 12.6 The **SERVICE PROVIDER** shall provide all necessary maintenance and repairing works to maintain his own equipment in a properly running condition. The repair of the equipment in case of breakage needs to carried out straight away.
- 12.7 The **SERVICE PROVIDER** shall provide the daily transport of its own personnel and its own equipment to work areas and return from the lodgings and for the mobilization inside of the work areas.

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- 12.8 The SERVICE PROVIDER shall supply all consumable material and spare parts needed to perform the work
- 12.9 The SERVICE PROVIDER confirms to be informed and aware, that its activities will be contemporaneous to the activities of other SERVICE PROVIDERS, suppliers or CONTRACTOR who will operate in the same site and in the same yard, with probably interference with its own activities.
The SERVICE PROVIDER will carry out the necessary activities, in order to collaborate with the other SERVICE PROVIDERS or suppliers or CONTRACTOR, in order to reduce interferences among the different activities.
The SERVICE PROVIDER has considered this eventuality in his offer and that the rates are fully remunerative of all other burdens that could derive from this eventuality.
- 12.10 Any interruption, suspension, break or stop of WORK (S) are included in the agreed rates indicated in the previous art. 4. The prices presented by the SERVICE PROVIDER also allow for the fact that WORK(S) are subject to traffic in WORKS AREA, delays and / or suspension, in addition to the previously reported to technical reasons, the choices of site organization, weather conditions and / or other employees also made by willingness of the CONTRACTOR itself decision, therefore the SERVICE PROVIDER renounces in advance for time to make demands and nature whatsoever in relation to those issues which it is right now being fully informed.
- 12.11 Except VAT, the SERVICE PROVIDER shall pay, when due, all taxes, duties, warfare, fees or charges of whatever nature required by any act, law, ordinance, regulation or by Law made with lawful authority by a government, provincial, municipal, local or other authority as applicable in performing the work(s) pursuant to this SUBCONTRACT and related annex.
- 12.14 The SERVICE PROVIDER shall observe all applicable regulation regarding safety on Work Areas from the commencement of the works and for all the duration. The SERVICE PROVIDER shall respect the security, fire prevention and protection rules and recommendations enacted by CONTRACTOR, EMPLOYER and Greek Government.
- 12.15 The SERVICE PROVIDER shall provide Safety equipment for all works and PPE for all of its personnel.

ART. 13 MUTUAL OBLIGATIONS - GUARANTEE

13.1 *Omitted*

ART. 14 APPLICABLE LAWS AND COMPETENT TRIBUNAL

- 14.1 The SCOPE OF WORK shall be governed and executed in strictly accordance with Greek Laws and in case of raised differences between parties, these shall be resolved by the Greek Courts.
- 14.2 The SERVICE PROVIDER shall strictly comply with all laws, rules, regulations, ordinances, judgements, orders and other official acts of any governmental authority which are in force in Greece during the execution time of this SUBCONTRACT and with those ones may be implemented afterwards or enacted

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during the performance of the SCOPE OF WORK, applicable to the SERVICE PROVIDER's entity and engaged in the performance of the SUBCONTRACT.

- 14.3 The SERVICE PROVIDER will remain the sole responsible against any claim arising by any entitled party due to the SERVICE PROVIDER's non observance of laws in terms of penal and civil liability.
- 14.4 Any Article which is not in compliance with the applicable law shall not render the other provisions of the Subcontract invalid, but shall be replaced as soon as possible in writing by a article which represents the aims of the invalid article in a legally viable way
- 14.5 In case of a claim, or a variation, and/or an extra work requested by the CONTRACTOR, the parties shall meet and negotiate within 15 days from a relevant notice submitted by the SERVICE PROVIDER or from the relevant request by the CONTRACTOR in order to determine the cost that should be added to (or deducted from) the SUBCONTRACT VALUE. In case that the SUBCONTRACT provides that a contractual notice should be served first, that notice should be served as per the provisions of the SUBCONTRACT. Any agreement should be made in writing and should be incorporated into the SUBCONTRACT. In case an agreement cannot be reached, the provisions of Clause 14.1 shall apply. The lack of an agreement does not give the right to the SERVICE PROVIDER not to execute the WORKS and/or the requested variation and/or the requested extra work.

ART. 15 OFFICIAL LANGUAGE

- 15.1 The parties agree that the official language of the SUBCONTRACT shall be ENGLISH.

ART. 16 TAXES

- 16.1 *Omitted*

ART. 17 INSURANCE

The SERVICE PROVIDER shall maintain throughout the term of the present SUBCONTRACT AGREEMENT the following Insurances, for which relevant evidence must be provided to Contractor for approval, before contract signing or latest before commencement of the works:

17.1 Third party Liability Insurance for any material damages or accidents to Third Parties resulting from its activities or negligence.

17.2 Employer's Liability Insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the SERVICE PROVIDERSERVICE PROVIDER or any other of the SERVICE PROVIDERSERVICE PROVIDER's Personnel

17.3 Motor Liability Insurance in accordance with statutory provisions applicable to all vehicles, lorries and construction equipment (owned or leased) to be used in the project. In addition, if any construction machinery and trucks will be used in the SUBCONTRACT WORKS they must be insured as a tool of trade.

17.4 The SERVICE PROVIDER is solely responsible for safekeeping of any equipment, materials or tools he uses and is not entitled to claim compensation from the CONTRACTOR for any damage (loss, destruction etc.).

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17.5 The SERVICE shall be solely liable for any civil and/or criminal liability for accidents to Third Parties or its own personnel resulting from negligence, neglect or violation of the applicable law or any of the terms or conditions of this SUBCONTRACT AGREEMENT and shall indemnify and hold harmless the CONTRACTOR and/or the CLIENT from loss, liability, damage, costs arising from any claim against the CONTRACTOR for the recovery of such indemnities or expenses.

17.6 The SERVICE PROVIDER assumes all risk of loss or damage to any property owned or controlled by the SERVICE PROVIDER or its employees, suppliers and Subcontractors.

17.7 SERVICE PROVIDER SERVICE PROVIDER's insurances do not exempt or limit in any way the liability and obligations of the SERVICE PROVIDER SERVICE PROVIDER, who is responsible for anything not covered by the insurance policies (due to exclusions, restrictions, coverage limits, deductibles, exemptions, etc.) and remains solely responsible for the repair of damages to persons and / or things.

ART.18 TERMINATION / SUSPENSION / COMPLETION OF THE CONTRACT

18.1 Any termination of this SUBCONTRACT by the CONTRACTOR shall become effective as of the date and in the way specified in a "Notice of Termination" and shall be without prejudice to any claim, which the CONTRACTOR may have against the SERVICE PROVIDER.

18.2 On receipt of such Notice, the SERVICE PROVIDER shall, unless otherwise directed by the Notice of Termination, immediately discontinue its services and shall, if so requested, use any reasonable effort to cancel all existing commitments (if any) related to its services under this SUBCONTRACT upon terms satisfactory to the CONTRACTOR.

18.3 In case the MAIN CONTRACT is terminated, the CONTRACTOR shall have right, upon the EMPLOYER's relevant request, to assign this SUBCONTRACT to the EMPLOYER without further consent of the SERVICE PROVIDER. In case the EMPLOYER does not request such assignment, the SUBCONTRACT is terminated automatically. In either case, the CONTRACTOR shall pay the DESIGNER for the portion of the WORKS satisfactorily performed up to the date of termination included under the terms and conditions of this SUBCONTRACT.

18.4 CONTRACTOR'S RIGHT OF TERMINATION

18.4.1 Without prejudice to the other provisions of this SUBCONTRACT, the CONTRACTOR shall be entitled to terminate the SUBCONTRACT in the following cases:

- a) in the event of continuing or persistent failure of the SERVICE PROVIDER to provide its services;
- b) the SERVICE PROVIDER becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed for a substantial part of the SERVICE PROVIDER's assets (no notice required);
- c) the SERVICE PROVIDER dissolves, liquidates or terminates his corporate existence or an order is made by a Court or an effective resolution is passed for the dissolution, liquidation or winding up of the SERVICE PROVIDER (no notice required);
- d) the SERVICE PROVIDER assigns the WORKS in all or in part to third parties or other

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- SERVICE PROVIDERs without CONTRACTOR's prior written consent;
- e) the SERVICE PROVIDER fails to comply with current legislation including but not limited to, in relation to insurance, salaries, wages and social security contributions for its personnel and safety legislation and does not rectifies it in 14 days;
 - f) *omitted*
 - g) the SERVICE PROVIDER suspends, interrupts or slows down the execution of the WORKS in the event of litigation, conflicts or disputes;
 - h) *omitted*
 - i) the SERVICE PROVIDER fails to comply with CONTRACTOR's Code of Ethics.
 - j) in other cases as may be specified by the applicable legislation;
 - k) *omitted*
 - l) for convenience upon a five (5) days notice

18.4.2 *omitted*

18.4.3 The termination of the SUBCONTRACT pursuant to sub-clause 17.5.1 above shall not relieve the SERVICE PROVIDER from any of his obligations or liabilities incurred as a consequence of default(s) committed prior to such termination.

18.4.4 If all or any part of the SUBCONTRACT is terminated by the CONTRACTOR, the CONTRACTOR shall pay the SERVICE PROVIDER for the portion of the WORKS satisfactorily performed up to the date of termination, under the terms and conditions of this SUBCONTRACT.

18.4.5 Termination of the SUBCONTRACT shall be without prejudice to any right or obligation already accrued to either PARTY prior to the date of such termination, or which is specified or implied to remain in force thereafter.

18.4.6 All the costs borne by the CONTRACTOR as a result of the termination (except for paragraphs 17.5.1 b), 17.5.1 c) and 17.5.1 h),) shall be charged to the SERVICE PROVIDER. Without prejudice to any other method of recovery available to the CONTRACTOR, the CONTRACTOR shall have the right to deduct such costs from the amounts that may still be due to the SERVICE PROVIDER by the CONTRACTOR corresponding to that part of the WORKS already performed in accordance with this SUBCONTRACT.

18.5 SUSPENSION OF THE WORKS

18.5.1 The CONTRACTOR may at any time instruct the SERVICE PROVIDER to suspend progress of part or all of the WORKS. During such suspension, the SERVICE PROVIDER shall protect, store and secure such part or all of the WORKS, as long as these are not yet transferred to the Site, against any deterioration, loss or damage. The CONTRACTOR may also notify the cause for the suspension.

18.5.2 If and to the extent that the cause is notified and:

- a) is attributable to or is the responsibility of the SERVICE PROVIDER; or
- b) the suspension is necessary for the safety of persons or the WORKS or any part thereof arising from an issue or event for which the SERVICE PROVIDER is responsible under this SUBCONTRACT,

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the following Sub-Clauses 18.5.3 (Consequences of Suspension) and 18.5.4 (Prolonged Suspension) shall not apply.

- 18.5.3 Consequences of Suspension
- 18.5.3.1 Subject to Sub-Clause 18.5.2, if the SERVICE PROVIDER suffers delay and/or incurs cost from complying with the CONTRACTOR's instructions under Clause 17.6 (Suspension of the Works) and/or from resuming the work, the SERVICE PROVIDER shall give notice to the CONTRACTOR and shall be entitled subject to Sub-Clause 6 (Claims and Modifications) to:
- 18.5.3.2 an extension of time for any such delay, if completion is or will be delayed and
- 18.5.3.3 payment of any such Cost, which shall be added to the SUBCONTRACT VALUE.
- 18.5.3.4 After receiving this notice, the CONTRACTOR shall proceed in accordance with Sub-Clause 6.3 (Determination) to agree or determine these matters.
- 18.5.3.5 The SERVICE PROVIDER shall not be entitled to an extension of time for, or to payment of the Cost incurred in making good the consequences of the SERVICE PROVIDER's faulty design, workmanship or materials, or of the SERVICE PROVIDER 's failure to protect, store or secure in accordance with Sub-Clause 17.6 (Suspension of Work).
- 18.5.4 Prolonged Suspension
- 18.5.4.1 Subject to Sub-Clause 18.5.2, if the suspension under Sub-Clause 17.6 (Suspension of the Works) has continued for more than twelve (12) months the SERVICE PROVIDER may request the CONTRACTOR's permission to proceed. If the EMPLOYER does not give permission within twenty-eight (28) days after being requested to do so, the SERVICE PROVIDER may, by giving ten (10) days notice of termination to the CONTRACTOR.
- 18.5.4.2 After a notice of termination under Sub-Clause 18.5.4.1 has taken effect, the CONTRACTOR shall promptly pay the SERVICE PROVIDER:
- 18.5.4.2.1 the amounts payable in accordance with this SUBCONTRACT for any work carried out by the SERVICE PROVIDER in accordance with the SUBCONTRACT (as determined in accordance with the payment terms);
- 18.5.4.2.2 the Cost of Materials ordered for the Works which have been delivered to the SERVICE PROVIDER, or of which the SERVICE PROVIDER is liable to accept delivery: this Materials shall become the property of (and be at the risk of) the CONTRACTOR when paid for by the CONTRACTOR, and the SERVICE PROVIDER shall place the same at the CONTRACTOR's disposal; and
- 18.5.4.2.3 Without prejudice to any claims by the SERVICE PROVIDER pursuant to the Contract in respect of which notice has been given by the SERVICE PROVIDER under Sub-Clause 6 provided always that the direct cause of any such claims has arisen prior to the date of the taking effect of a notice of termination given by the SERVICE PROVIDER in accordance with sub-clause 18.5.4.1, the CONTRACTOR's liability to the SERVICE PROVIDER under or in connection with the SUBCONTRACT or otherwise in the event of termination of the SERVICE PROVIDER's employment under Sub-Clause 18.5.4.1, shall be limited to payment of the amount (if any) determined in accordance with Sub-Clause 6.3.
- 18.5.5 Resumption of Work
- 18.5.5.1 After permission or an instruction to proceed is given by the CONTRACTOR, the Parties shall jointly examine the WORKS affected by the suspension. The SERVICE PROVIDER shall make good any

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deterioration or defect in or loss of the WORKS which has occurred during the suspension, as long as these were not yet delivered on Site,

18.5 CONSEQUENTIAL DAMAGES

Neither Party shall be entitled to receive from the other Party any payment for loss of profit or opportunity or other consequential damages as a result of the provisions of this Article 18.

ART 19 FORCE MAJEURE

19.1 "Force Majeure" means an exceptional event or circumstance directly affecting the WORKS:

19.1.1 which is beyond a Party 's control; and

19.1.2 which such Party could not reasonably have provided against before entering into the Contract; and

19.1.3 which, having arisen, such Party could not reasonably have avoided or overcome; and

19.1.4 which is not substantially attributable to the other Party; and

19.1.5 which is limited to the following (subject to Sub-Clauses 20.1.1 to 20.1.14 (inclusive)):

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;

(b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;

(c) Pandemic Effects with International and National Measures

19.2 The PARTIES shall not be liable for failure to perform their obligations under the SUBCONTRACT when the failure to perform was due to Force Majeure.

19.3 The Party that cannot perform its obligations due to Force Majeure shall notify the other PARTY about the relevant circumstances in writing within 1 (one) calendar day from the date of the occurrence of the Force Majeure event. Within a two-day period, the PARTY invoking Force Majeure shall send to the other PARTY a written confirmation about the occurrence of the Force Majeure event providing reasonable proof. The PARTY may not invoke Force Majeure if it fails to notify the other PARTY of the Force Majeure event.

19.4 For avoidance of doubt the PARTIES agree that the Force Majeure shall not trigger an increase in the price and expenses.

19.5 The affected PARTY shall give notice to the other PARTY when it ceases to be affected by the Force Majeure.

19.6 In case the Force Majeure event lasts continuously for more than 3 (three) months, or in case of multiple periods which collectively last for more than 4 (four) months, a PARTY that has lost interest in the performance of the present SUBONTRACT shall be entitled to terminate the SUBCONTRACT with a five (5) calendar days written notice sent to the other PARTY.

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ART.20 SUB-CONTRACTING

- 20.1 The SERVICE PROVIDER shall not subcontract part or the whole of the WORKS of this SUBCONTRACT to third parties without the prior written approval of the CONTRACTOR.
- 20.2 CONTRACOR's approval, if given, shall not relieve the SERVICE PROVIDER of any liability or obligation under this SUBCONTRACT and the SERVICE PROVIDER shall be fully responsible for the work, acts, omissions, defaults and neglect of any sub-SERVICE PROVIDER(s) or SERVICE PROVIDER(s) including their agents, representatives, employees and personnel, as if they were works, acts, omissions or defaults and neglects of the SERVICE PROVIDER. The SERVICE PROVIDER shall ensure that the terms of any subcontract agreement shall fully conform to the obligations of this SUBCONTRACT.
- 20.3 Where the CONTRACTOR grants the SERVICE PROVIDER authorization to subcontract to any third party, it is understood that any SERVICE PROVIDER(s) shall be bound by and observe the provisions of all the terms, conditions, stipulations and obligations set out for the SERVICE PROVIDER in this SUBCONTRACT.

ART. 21 CONFIDENTIALITY, ANTI-BRIBERY, ANTI – CORRUPTION

- 21.1 General Reference is made to Art 1.9 and 1.15 of the MAIN CONTRACT.
The SERVICE PROVIDER represents warrants and covenants on an on-going and unlimited basis its full compliance with the provisions of Clause 1.9 of the MAIN CONTRACT.

21.2 CONFIDENTIALITY AGREEMENT

The SERVICE PROVIDER must not disclose or use any information relating to the EMPLOYER and/or the CONTRACTOR and/or their affiliates which is not in the public domain and which comes into the SERVICE PROVIDER's possession during the term of this SUBCONTRACT (hereinafter called "CONFIDENTIAL INFORMATION") except and solely to the extent permitted or required by this SUBCONTRACT. CONFIDENTIAL INFORMATION includes (but is not limited to) any trade secret or commercial, operational, technical or financial information, whether written or oral, which is not in the public domain, all deliverables created, prepared or developed in the performance of the Services and the terms of this SUBCONTRACT and the fact of its existence. All CONFIDENTIAL INFORMATION remains the property of the CONTRACTOR. All CONFIDENTIAL INFORMATION must be returned to the CONTRACTOR (or destroyed or deleted at the CONTRACTOR's election) on the expiry or termination of this SUBCONTRACT. The SERVICE PROVIDER must cause its personnel and all its subcontractors (if any), not to disclose or use any CONFIDENTIAL INFORMATION. Upon request by the CONTRACTOR, the SERVICE PROVIDER must execute or cause its personnel or subcontractors to execute, a confidentiality agreement in favour of the CONTRACTOR and/or the EMPLOYER on such terms as the CONTRACTOR may require. The SERVICE PROVIDER may only disclose CONFIDENTIAL INFORMATION either with the CONTRACTOR's prior written consent or if required by the applicable law. This confidentiality clause remains valid and in effect even after the termination or the completion of the SUBCONTRACT.

21.3 ANTI-BRIBERY and ANTI-CORRUPTION

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- 21.3.1 The Parties acknowledge the entry of the SERVICE PROVIDER into compliance to the standards provided in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. The SERVICE PROVIDER shall continue to observe and comply with the requirements of, and its obligations under the OECD, the FIDIC Code of Ethics and the FIDIC Integrity Management System available at <http://www.fidic.org>, with the principles set out to the provisions stated in the CONTRACTOR's CODE OF ETHICS and without prejudice to the obligations and warranties under this Article 23 and Art 1.9 and 1.15 of the MAIN CONTRACT and all applicable Law related to those principles.
- 21.3.2 The SERVICE PROVIDER declares that it prohibits any form of bribery or corruption and is committed to doing business ethically and lawfully. It is the SERVICE PROVIDER's intention that all its business partners, individuals and entities working for the SERVICE PROVIDER or acting on its behalf will take the proper measures for detecting and/or preventing such behavior or attempt.
- 21.3.3. The SERVICE PROVIDER represents, warrants and covenants, on an ongoing and unlimited basis, that any of the SERVICE PROVIDER's personnel, officers, directors, subcontractors, consultants, affiliates, agents, joint venture partners, representatives and others acting on its behalf in connection with the PROJECT:
- a. have not violated, or are engaged in any activity, practice or conduct (or failure to act) which would constitute a violation, of any provision of anti-bribery and corruption laws applicable,
 - b. have not been, are or will not be engaged in any Prohibited Conduct;
 - c. are not subject to any investigations, inquiries or enforcement proceedings (formal or informal) by any authority or regulatory body with regard to Prohibited Conduct or no such investigation, inquiry or proceedings have been threatened, pending, or are likely to rise;
 - d. shall comply, with the provisions of anti-bribery and corruption laws applicable.
- 21.3.4 The SERVICE PROVIDER acknowledges and warrants that under applicable Law and under the provisions of the SUBCONTRACT and of the MAIN CONTRACT, the SERVICE PROVIDER and its personnel, SERVICE PROVIDER's, Affiliates, officers, employees, agents and representatives, agents, joint venture partners or representatives:
- a. are prohibited from making payment or accepting anything of value either directly or indirectly to or from an official of a Government Authority for the purposes of influencing an act or decision by a Government Authority;
 - b. prohibit any form of bribery or corruption and is committed to doing business ethically and lawfully;

21.4 IDEMNIFICATION

- 21.4.1 The SERVICE PROVIDER shall defend, indemnify and hold harmless the CONTRACTOR and/or the EMPLOYER against all consequences of any breach by the SERVICE PROVIDER or by any person engaged by the SERVICE PROVIDER in connection with its services under this SUBCONTRACT, including its personnel, subcontractors, affiliates, directors, officers, employees, agents, joint venture partners or representatives, of the commitments taken under this Article 22 and the provisions of Clauses 1.9. and 1.15 of the MAIN CONTRACT, even if it is the result of negligence.

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21.5 RIGHT TO TERMINATE THE CONTRACT

The non-respect by the SERVICE PROVIDER of the provisions of this Article 20 shall constitute a cause for immediate termination of the SUBCONTRACT due to SERVICE PROVIDER's fault without prior notice.

ART.22 NON-EXCLUSIVITY, OF THE CONTRACT

22.1 If the SERVICE PROVIDER doesn't perform its activities and the WORKS and does not resume any action for remedy of the non-performance within one month since a "Notice of Fault" is issued by the CONTRACTOR to the SERVICE PROVIDER, the CONTRACTOR reserves the right to assign the WORKS or part of the WORKS to a third company. In this case, the SERVICE PROVIDER shall not be entitled to receive any payment for loss of profit or the opportunity or whatever else, as consequential damages or loss.

ART.23 INTELLECTUAL PROPERTY (IP)

23.1 All rights, title and interest in and to any and all models, software information, design concepts, audio, video, drawings (including "as built" drawings), programs, schedules, manuals, diagrams, graphs, charts, projections, specifications, sketches, estimates, records, correspondence, reports, files, concepts, analyses, findings, accounts, plans, formulae, calculations, designs, whether complete or in draft form, generated, created or acquired (excluding use under licence from a third party) by the SERVICE PROVIDER or its personnel, whether solely or jointly with others, in connection with the WORKS will be the CONTRACTOR's exclusive property (which will be later pass to the EMPLOYER as per the provisions of the MAIN CONTRACT) upon creation, including without limitation, copyright and other intellectual property, proprietary and moral rights (collectively, "TECHNICAL MATERIAL"). If by operation of the law ownership of the TECHNICAL MATERIAL is not immediately vested in the CONTRACTOR, then the SERVICE PROVIDER agrees that upon creation of the TECHNICAL MATERIAL the SERVICE PROVIDER will and hereby does assign and transfer to the CONTRACTOR all right, title and interest that SERVICE PROVIDER has in and to the TECHNICAL MATERIAL, including copyright and other intellectual property, proprietary and moral rights. The assignment in this Clause will not extend to any intellectual property of the SERVICE PROVIDER that was in existence before the date of this SUBCONTRACT.

23.2 The SERVICE PROVIDER shall indemnify the CONTRACTOR and the EMPLOYER and their directors, officers, employees, agents and contractors from and against all Losses and Liabilities arising out of any claim that the Project IP and/or the CONTRACTOR Background IP or any use by or on behalf of the CONTRACTOR or the EMPLOYER infringes the Intellectual Property of a third party.

ART.24 PERSONAL DATA

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- 24.1 Personal Data is any information that relates to an identified or identifiable living individual. Different pieces of information, which if collected together can lead to the identification of a particular person, also constitute personal data.
- 24.2 The SERVICE PROVIDER will comply with all applicable personal data protection laws in the collection, use, storage and transfer of Personal Data in connection with the exercise of its rights or performance of its obligations under this SUBCONTRACT.
- 24.3 To the extent that the SERVICE PROVIDER receives any Personal Data pursuant to this SUBCONTRACT, the SERVICE PROVIDER will also comply with all applicable personal data protection laws in the collection, use, storage and transfer of Personal Data in connection with the exercise of its rights or performance of its obligations under this SUBCONTRACT.
- 24.4 Article 24 and its sub-clauses remain valid and in effect even after the termination or the completion of the SUBCONTRACT.

ART.25 IDEMNIFICATION OF THE EMPLOYER

- 25.1 Material intended for incorporation in the PROJECT shall, to the extent consistent with the law of the country where it will be incorporated, become the property of the EMPLOYER, free from liens and other encumbrances, when it is delivered to the Site.
- 25.2 The SERVICE PROVIDER shall not have, nor shall the SERVICE PROVIDER permit any of its Subcontractor or SERVICE PROVIDER (if any) to have, a lien on any Plant or Materials for any sum due to the SERVICE PROVIDER, its Subcontractor, its SERVICE PROVIDERS or any other person and the SERVICE PROVIDER shall ensure that the title of the EMPLOYER and the exclusion of any such lien are brought to the notice of Subcontractors, SERVICE PROVIDERS and other persons dealing with any such Plant or Materials.
- 25.3 The SERVICE PROVIDER shall indemnify and hold harmless both the CONTRACTOR and the EMPLOYER, the CONTRACTOR's Personnel and the EMPLOYER's Personnel, and their respective agents, from and against all claims, actions, damages, demands, costs, losses, liabilities and expenses (including legal fees and expenses) arising out of or in respect of any breach by the SERVICE PROVIDER of any provision of this SUBCONTRACT; any failure by the SERVICE PROVIDER to comply with any applicable Laws; and the employment, or termination of the employment, of any of the SERVICE PROVIDER's Personnel, or anything done, or omitted to be done, by the SERVICE PROVIDER in relation to the SERVICE PROVIDER's Personnel; and any and all liability in respect of death or personal injury; loss of or damage to property; breach of statutory duty; and third party actions, claims, demands, costs, charges and expenses brought against the CONTRACTOR or the EMPLOYER (including legal expenses on an indemnity basis).

ART.26 ENTIRE AGREEMENT

- 26.1 The terms and conditions contained in this SUBCONTRACT and its annexes, appendices or attachments represent the sole agreement between the CONTRACTOR and the SERVICE PROVIDER and supersede,

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cancel and replace any previous correspondence, communications, agreement whether verbal or written between the CONTRACTOR and the SERVICE PROVIDER

- 26.2 Whereas, for any article of the MAIN CONTRACT or any part of it, that is clearly appear to be in conflict with the content of the SUBCONTRACT, the SUBCONTRACT shall prevail on it.
- 26.3 With respect to the previous sub-clause, the SERVICE PROVIDER will not be entitled to initiate a claim towards the CONTRACTOR concerning the applicability of the provisions of the MAIN CONTRACT to this SUBCONTRACT.
- 26.4 No amendments or modifications of any terms or conditions under this SUBCONTRACT shall be valid unless evidenced in writing and signed by both parties.

The PARTIES agree and confirm that the present SUBCONTRACT has been agreed between them for anything concerns the content of any single article.

The CONTRACTOR and the SERVICE PROVIDER have entered into this SUBCONTRACT on the date hereof by their duly authorized signatories.

For and behalf of

For and behalf of

CONTRACTOR

SERVICE PROVIDER

Signature

Signature

Name Mr. KONSTANTINOS MITZALIS

Name Mr. LINARDOS NIKOLAOS

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Made and entered into force in Thessaloniki, in March 16/03/2020

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