
Terms of Supply of POS components

Terms of Supply of Peripheral Components/ Accessories of POS

Latest update: November 27th, 2018

1. Subject of the present Terms

1.1 The present Terms govern the supply of terminal equipment which suitable for conducting card transactions (hereinafter referred to as the **“Equipment”**) which the company under the corporate name **“Societe Anonyme for the Management & Operation of Networks for Electronic Transactions Cardlink”** and with the distinctive title **“CARDLINK S.A.”**, having its registered seat at Irakleio of Attica, 41-45 Marinou Antipa Str., with Tax Registration Number 999265069, Tax Offices FAE of Athens (hereinafter referred to as **“Cardlink”**) offers for purchase and/or lease to enterprises (hereinafter referred to as the **“Enterprises”** or **“You”** and each one of them as the **“Enterprise”**).

1.2 An enterprise which has successfully completed the ordering process in Cardlink’s systems through any authorized representative of Cardlink either electronically or by a phone call or by other means specified by Cardlink (the **“Order”**), declares that it has read, understood and unequivocally accepted the present terms in the name and on behalf of the Enterprise. If you do not agree with the present terms, you are advised to abstain from submitting an ordre and from conducting any transaction with Cardlink.

2. Equipment Procurement from Cardlink

2.1 Cardlink provides Enterprises with the possibility of equipment supply under the condition that the Order has been submitted and accepted by Cardlink, and the relevant debt has been paid through a bank card by a deposit to Cardlink’s bank account or by any other means of payment provided by Cardlink. In case the ordered Equipment is not available, Cardlink reserves the right not to accept the order and as a consequence the relevant sale will be regarded as not made.

2.2 Cardlink exclusively targets Enterprises which, for the performance of their commercial, business, craft professional activity, wish to purchase the Equipment.

3. Orders

3.1 The ordering process is completed through an authorized Cardlink representative, either electronically or by phone call or by any other means specified by Cardlink (the **“Order”**).

Upon completion of the ordering process and the acceptance of the present terms, you will choose the payment method that you wish, i.e. by a bank card, by a deposit in a bank account, or by any other available payment method.

3.2 After submitting your Order and upon its receipt by Cardlink, you will receive a relevant confirmatory e-mail, containing the details of the submitted Order (the **“Order Confirmation e-mail”**). In the Order Confirmation e-mail you will be asked to confirm your Order and to proceed to the payment of the price in one of the ways provided under term 3.2.

3.3 Especially in case of telephone orders, Cardlink, upon submission of the order, will send a confirmatory e-mail which will provide Enterprises with the possibility to confirm the order and to accept the present terms by selecting the relevant indication. In the order is not confirmed and the present Terms are not accepted within five (5) days, the order will be cancelled. In the event that the Enterprises do not have an e-mail address the confirmation and the acceptance of the present Terms will be done in any other available method prior to the delivery of the Equipment, otherwise its delivery will not be possible.

3.4 Cardlink will approve your order and will proceed to its execution, only upon acceptance from your part of the present terms and the successful completion of the payment procedure, which will be confirmed by an e-mail from Cardlink to you (**“Order approval e-mail”**).

3.5 Enterprises declare that they are aware of and accept that:

(a) Prices mentioned in the Order Confirmation e-mail contain the VAT as well as the delivery charges. In case there is an extra charge for the delivery costs of the Equipment in the Enterprise, this will be explicitly mentioned in said e-mail.

(b) Equipment prices and the present Terms may change at any time, at the discretion of Cardlink, and, as a consequence, the Enterprise undertakes the obligation to visit Cardlink’s webpage at regular intervals.

3.6 By entering your card in order for the Equipment to be charged through it, pursuant to the procedure and the terms described in the Order Confirmation e-mail, your card details will be retained by Cardlink in a secure manner.

3.7 Enterprises may amend and/ or cancel their Order at any stage prior to the receipt of the Equipment, either by a phone call at 210 6303000 or by an e-mail sent

to support@cardlink.gr . Subsequently Cardlink will inform them regarding the choices available, depending on the status of the Order.

4. Economic Conditions

4.1 For the purchase of the Equipment the following charges shall apply:

- One-off payment of the price upon completion of the Order and prior to its execution by Cardlink.
- Cardlink may, at its discretion, provide the Enterprise with the possibility of payment in installments by using credit cards issued by Greek banking institutions.

4.2 Cardlink shall do its outmost in order to ensure that the appearing prices of Equipment are correct and respond to the real price of the product. In the rare case of a mistake, Cardlink will immediately inform you for the correct price and you will be given the possibility of withdrawal, cancellation of your order or completion of your order in the correct price. In case the credit card, debit card or any other payment method has already been charged to your account and you wish to cancel or withdraw from your order, Cardlink will immediately pay the amount of the price. In any other case Cardlink will pay you the excess price.

5. Delivery of the Equipment

5.1 Cardlink shall do its outmost to send the Equipment within three (3) working days (Monday to Friday) from the notification of the Enterprise to the contact details provided upon submission of the Order. Deliveries are executed only in Greek territory. Cardlink bears no responsibility for any delay in the delivery of the Equipment and software.

5.2 Cardlink bears no responsibility for any technical failure or loss of the Equipment upon its delivery to the Enterprise.

5.3 The delivery time may be affected by the payment method chosen by the Enterprise, as the time of appearance of the bank transfer might vary depending on the bank.

5.4 If the quantity of the Products delivered is smaller than the one agreed, the enterprise is entitled, at its option, to:

- (a) either replenishment of the missing quantity,
- (b) or respective reduction of the purchase price,

5.5 If the quantity of the Equipment delivered is bigger than the one agreed, the Buyer is entitled, at his option, to:

(a) either return the additional quantity

(b) or retain the additional quantity by paying the respective price pursuant to the payment terms of the present terms.

5.6 The Equipment delivery may not be possible to the stated delivery location. In this case, the Enterprise will promptly be notified in order to find alternative manners of delivery of the Equipment.

6. Guarantee – Maintenance of Equipment

6.1 Cardlink guarantees that it is entitled to sell the Equipment, which will comply with the description given before your purchase and that the equipment will be of an acceptable quality and appropriate for the purpose it is destined to. Without prejudice to any provision opposite to the present terms or any legitimate obligation, there are no other assurances, guarantees, conditions or terms in effect for the sale of the Equipment.

6.2 Equipment guarantee is provided by the manufacturers of the respective products and under the terms of each manufacturer.

6.3 Enterprises are obligated to inform Cardlink regarding any technical failure or malfunction of the Equipment. Technical failures will be notified to Cardlink by a phone call daily on a 24 hours basis at the telephone number 210-6303000. Defects restoration works in the operation of the Equipment will be carried out in the following ways:

(a) By telephone contact with Cardlink's Help Desk, providing guidance to the Enterprise in order to repair the technical failure, daily on a 24 hours basis,

(b) In case the technical failure or malfunction cannot be resolved by telephone contact, the part of the equipment that is malfunctioning will be transferred to the premises of the supply company under the responsibility of the latter in order for repair or replacement to take place.

6.4. In the event of any technical failure or malfunction due to misuse of the Equipment or accidental destruction or technical failure or loss of the Equipment, such as negligence, bad, inappropriate or in general improper use or handling of the products delivered by Cardlink,

accidents, moisture, storage and generally technical failures arising from causes for which Cardlink is not responsible, the cost of restoration exclusively burdens the Enterprise.

7. Right to withdrawal- Termination

7.1 Cardlink exclusively targets Enterprises which, for the performance of their commercial, business, craft or freelance professional activity, wish to purchase the Equipment.

7.2 Cardlink provides the Enterprise with the possibility to return the Equipment to Cardlink within fourteen (14) calendar days of its receipt and to seek reimbursement of the price it has paid, under the condition that the package of the Equipment has not been opened and that the Equipment remains in perfect condition. Withdrawal may be unjustified and free of charge for the Enterprise, excluding any costs for the return of the Equipment. 7.3 Withdrawal notice shall be exercised in writing and/or electronically. Withdrawal notice must contain the intention of withdrawal, the number of order, the place and date of receipt of the Equipment, the full details of the Enterprise, the date of dispatch.

7.4 The reimbursement of the price shall be made by crediting the bank account and will be communicated to Cardlink by the Enterprise.

7.5 In case the equipment provided by Cardlink is unsuitable for operation or display, the Enterprise, after the elapse of the withdrawal time limit [the technical failure not attributed to a misuse on the part of the Enterprise,] can immediately and without penalty terminate the Agreement with the refund of the money which has already been paid by Cardlink or request replacement of the malfunctioning Equipment.

8. Liability- Force majeure

Cardlink bears no responsibility in case it fails to comply with its obligations for reasons that cannot be attributed to Cardlink, including incidents of force majeure.

9. Personal Data- Confidentiality

Regarding the terms of protection of any Personal Data with which Cardlink gets in contact or manages for the purposes of the present Agreement, we refer to the Cardlink Personal Data Protection Policy, as updated, which is posted on our company's website in the link: <https://cardlink.gr/en/gdpr/>

10. Notifications

Notifications of documents shall be accordingly made at Cardlink's registered seat and at the addresses that Enterprises have identified as their registered seat in the order form. Both Cardlink and Enterprises are obliged to communicate in writing to the other party any change regarding their registered seat.

11. Governing law- Jurisdiction

The present terms are governed by Greek law. Any dispute arising from or in relation to the present terms shall be resolved by the competent Courts of Athens.