

**GENERAL CONDITIONS FOR THE USE OF THE PROCUREMENT E-PLATFORM
FOR THE SUPPLIERS AND ATHENS INTERNATIONAL AIRPORT S.A.**

1. PREMISE AND GENERAL PRINCIPLES

Athens International Airport SA (hereinafter referred to as “AIA”) has implemented, on the Ivalua technological platform, a software solution (hereinafter referred to as the “E-platform”) to facilitate and guide the interactive process and exchange of information between AIA and third parties or companies that intend to supply goods or services to AIA (hereinafter referred to as the “Supplier”).

This E-platform will provide on-line functions for the supplier area, such as:

- i. the setup and management of a supplier database;
- ii. the preparation and management of the approval process (hereinafter also referred to as Approval).
- ii. on-line Sourcing Events (Invitation to Tenders – Request for Information, Request for Quotation Request for Proposal, Auctions, hereinafter referred to as “Events”).
- iii. the potential awarding of supply of Purchase Orders and Contracts according to and/or through the choices indicated by AIA at its sole and indisputable discretion;

The E-platform is accessible at the following web address:
<https://aia.ivalua.app/>

It is understood that access to the E-platform and registration by suppliers, as well as the subsequent acceptance by AIA of their application and qualification and their inclusion in the list of suppliers, does not give rise to any right and/or expectation and/or legitimate expectation to receive requests for quotations and/or jobs and/or to sign contracts with AIA.

2. SUBJECT

This document (hereinafter referred to as the “General Conditions for E-platform’s usage”) contains the terms, instructions and conditions that Suppliers can access from AIA’s E-platform, to apply for Approval process and to take part in Events organized by AIA upon invitation.

3. HARDWARE AND SOFTWARE

In order to have access to the E-platform and be able to use it, the Supplier must, at his own expense, acquire a personal computer (PC) with a browser, Internet

connection and e-mail address. To know more about the minimum technical requirements, please go to the “technical requirements” section, whose content and subsequent modifications and additions are to be considered an integral part of the present document.

It is hereby understood that the charges related to the required hardware and software, as well as any equipment that could become necessary due to system changes, are the responsibility and obligation of the Supplier.

4. REGISTERING ON THE E-PLATFORM – AUTHORIZATION – ENABLEMENT AND PASSWORDS

The registration on the E-platform implies the acknowledgment and acceptance of the General Conditions, after examining and approving the relevant text, and can only be made in the manner specified herein.

To register, Suppliers must follow the registration procedure and fill out the relevant fields found on the E-platform and accept the Declaration Documents. In order to ensure the utmost fairness and transparency when using the E-platform and to better protect the relevant users, Suppliers must undertake to provide all the data required for the registration in a complete and true manner. If changes or updates to data are required, Suppliers may modify the data (even the wrong ones) by going to the section on the E-platform where their personal data are available. Any failure by Suppliers in updating their data is at their sole risk and expense.

The acceptance by AIA of the registration application sent by the Supplier attributes to the Supplier the non-exclusive and non-transferrable right to access the E-platform and to use the relevant services, as specified in these General Conditions and in the instructions available on the E-platform. AIA reserves the right to grant the Supplier the opportunity to register users on the E-platform. By registering on the E-platform, the Supplier selects one User IDs. The Registration will be considered completed once the Password and User ID have been enabled by AIA, at its sole discretion. If, at the time of registration, the Supplier submits untruthful or incomplete data, AIA reserves the right to refuse to enable the Password and User ID, notifying the Supplier of such refusal, in order to remedy.

The User IDs and Passwords are strictly personal and not transferable. The Supplier undertakes to keep and safeguard with the utmost diligence the Password and Username received through the E-platform. The Supplier undertakes to ensure that Password and Username are only used by registered users, changing the Password periodically as required.

In case of theft or loss of the Password and/or Username, the Supplier must immediately inform AIA who will disable them and start the procedure to issue new ones. In any case, the Supplier acknowledges and accepts that any access to the E-platform and any information or proposal submitted using its Password and/or Username will be considered as strictly attributable and related to the Supplier, AIA being explicitly exonerated.

The Supplier is responsible for keeping the passwords confidential and is therefore responsible for any use or misuse of the same.

The Supplier also assumes sole responsibility for any activity performed in connection with the E-platform. The Supplier undertakes to release and hold AIA harmless from any claims and/or demand deriving from and in any event correlated with, even indirectly, the use of the tools available on the E-platform. The enabled Supplier declares to be aware that any third party who knows the passwords can gain access to the E-platform and commit legally significant acts that are directly attributable to the Supplier. The Supplier declares to be familiar with the best technologies and techniques for keeping the passwords confidential and undertakes to safeguard them with due diligence, up to a level acknowledged to be higher than ordinary diligence.

In relation to the above and in the event of any unauthorized use of the passwords by third parties, the Supplier has the obligation to immediately inform AIA by email. Furthermore, the Supplier hereby undertakes to release and hold AIA harmless from any claim and/or demand deriving from and/or in any event correlated, either directly or indirectly, with the above-mentioned use or abuse by anyone.

5. APPROVAL PROCESS

The Approval process is initiated by the Supplier through the E-platform; the entry of all the compulsory Declarations on the E-platform constitutes an essential prerequisite.

By accepting these General Conditions, the Supplier acknowledges AIA's right to approve or suspend the Supplier at its sole discretion and waives the right to make any type of claim against AIA.

6. DATA MODIFICATION

Through the E-platform, the Supplier must promptly inform AIA of the changes that were made to the registered and uploaded data, including any changes to the company's organizational structure even if this is due to extraordinary operations (i.e. assignment, merger, transfer of company branches, etc.). Under these circumstances, AIA reserves the right to make the necessary verifications if deemed necessary. Any failure to update data by Suppliers is at their sole risk and expense.

The Supplier has also the obligation to ensure the constant and prompt updating of the contact information on the E-platform with special reference to the e-mail address entered at the time of registration. Any failure to update data by Suppliers is at their sole risk and expense.

No claims can be made to AIA for failure in receiving notifications, whether this is due to a failure in updating the contact information or in its unavailability (including but not limited to the Supplier's full mailbox).

7. CANCELLATION AND REVOCATION

Notwithstanding any obligations previously undertaken on the E-platform, each Supplier may at any time request to be removed from the E-platform unless an active Purchase Order or Contract is still valid and AIA expects delivery of goods and services. The cancellation request must be submitted by email - with a thirty working days' notice - to the following address: suppliersrelationship@aia.gr. After sending the cancellation request, the Supplier undertakes to not use the E-platform, except for those activities that are required to properly and fully fulfill the obligations previously undertaken.

Regardless of the Supplier's request, AIA reserves the incontestable right to revoke at any time the User ID and password.

8. TAKING PART IN EVENTS

The Events are regulated by these General Conditions and by the related Tender documents, by any email invitation to the Event or series of Events and relevant attachments.

Unless otherwise agreed, the Supplier's participation in the Events implies the acknowledgment and acceptance of the whole contents of all the documents provided by AIA for every single Event. The Supplier shall always be responsible for reading, accepting and complying with such documents as specified case by case.

9. ON-LINE (EVENTS)

The Events on the E-platform will be Requests for information - RFI, Requests for Quotations - RFQ – Request for Proposal - RFP, Invitations to Tender- ItT and/or Auctions.

The Request for Information (RFI) is a request by AIA on the E-platform a preliminary quotation and/or budgetary estimate and/or preliminary indication of technical and commercial terms and conditions for the procurement of Work, Goods and Services related to AIA's feasibility studies and/or Client's internal pricing estimation process. No information provided in the RFI will be binding on either party.

The Request for Quotation (RFQ or RFP) is a request to upload on the E-platform a binding quotation for the procurement of the Work, Goods and Services described in the RFQ/RFP related to AIA's projects and activities.

The Invitation to Tender is a request to upload on the E-platform all the related documentation explicitly requested by AIA during the Tender process.

The Auction is an on-line tool to select on a competitive basis the Supplier (or Suppliers) to be awarded the Auction and the relevant applicable prices for the procurement of Work, Goods and Services described in the RFQ/RFP/ItT and related to AIA's projects and activities.

The general principles guiding the Events and the participation in the Events are equal opportunities for all Suppliers, transparency, good faith, fairness,

confidentiality of exchanged information and compliance with the current Greek Legislation.

The General Conditions in conjunction with the Procurement Policy and Procedure define the obligations and general rules that AIA and the participating Suppliers must observe during the Events. Any further provisions concerning specific Event, which are binding for the participating Suppliers, might be specified in the invitation email, in the informative sections of the E-platform as well as in the communication exchanged during the Events between AIA and the participating Suppliers, either using the E-platform tools or by email.

10. MESSAGES CONCERNING THE EVENTS

In each phase of the Events, any action and any message by AIA and by the participating Suppliers must be done on-line using the tools and icons available on the E-platform, including the messaging tool if so requested and/or necessary.

In case of any technical issue, during the Event AIA may inform participating Suppliers of different procedures or different means to continue the Event.

11. EVENTS – GENERAL PROVISIONS

For the entire duration of the events and for the purpose of their execution, closing time, possible interruption, suspension, resuming and/or cancellation, the participating Suppliers agree that they consider valid and effective for the purposes of the event, solely the proposals issued, the messages sent, the official timing and the time lapsed registered on the e-platform, thus constituting full proof of the described facts and circumstances.

The participating Suppliers acknowledge that the system does not allow them to see the identity of the others during the Events.

The participating Suppliers acknowledge that by taking part in the Events and/or by making any request for quotation or proposal, AIA does not undertake any obligation in relation to the conclusion and issuance of any Purchase Order or Contract.

Once the Event is closed and after a period of time suitable to make the necessary verifications, AIA will inform the participating Suppliers about the Event outcome. AIA specifies that the opening and assessment of the received Quotations and / or Proposals do not constitute any pre-contractual activity nor signify any award. The results of these operations are therefore internal technical activities exclusively intended to back up the evaluations made by AIA. AIA is free to exercise at any time its right to interrupt and/or not to continue the activities related to the submitted Quotations and/or Proposals, expressly excluding any obligation to compensate or reimburse the Suppliers.

The Supplier explicitly acknowledges that the conclusion of one or more Purchase Order/ Contracts can only take place upon the issuance by AIA of a dedicated Purchase Order / Contract and the relevant acceptance by the Supplier, in

accordance with the conditions specified in the Purchase Order and/or in the Contract itself.

12. EVENTS – REQUESTS FOR QUOTATIONS, REQUEST FOR PROPOSALS, INVITATIONS TO TENDER

Each Event takes place through the on-line issuance and uploading of the Proposal by the participating Suppliers until the closing of the Event, according to the conditions and procedures described in the email invitation (cover letter).

The issuance of the RFQ/RFP/ItT to the participating Suppliers constitutes the start of the Event. The Event will end on the date and at the time set by AIA.

Each participating Supplier has the right to prepare and send one or more Proposals – according to the technical instructions in the tender documents – during the time period between the start and closing time of the Event. It is understood that for each participating Supplier the last Quotation/Proposal received by AIA at the Event closing time will be the one taken into account by AIA for evaluation purposes.

The Proposals will be evaluated at AIA's sole discretion. At the end of the Event, AIA will have the discretionary power to reject any Proposal from the participating Suppliers and/or to not stipulate any Purchase Order /Contract. Upon the Event closing, AIA will inform the participating Suppliers who have submitted their Proposals about the Event outcome or if the Event has been converted into a subsequent Auction.

13. E-PLATFORM INTEGRITY

It is strictly prohibited to Suppliers to use mechanisms, equipment and/or software that alter the proper operation of the E-platform and/or the mechanisms of the ongoing operations. In particular, it is forbidden to perform any action that leads to excessive or unreasonable loading of data in the system.

The Supplier undertakes and ensures not to infect the E-platform with email viruses or with any other means that could interfere, damage, intercept or expropriate any system, data or personal information.

Pursuant to the present General Conditions or Declaration Documents published on the E-platform, the Supplier undertakes not to access the E-platform and/or not to browse illegally, or in any event without authorization. Any access that is unlawful or that could lead to damages from the suppliers - whether direct or indirect - against AIA, including any fines applied by the licensor of the cloud platform accessed by the E-platform, then Suppliers are obliged to compensate AIA for all the damages arising therefrom.

14. SUPPLIERS' OBLIGATIONS AND GUARANTEES

The Supplier assumes the following obligations and guarantees:

- i. to access and use the E-platform in strict compliance with the current General Documents established by AIA, in accordance with the applicable law and for the sole purpose for which the access is granted by AIA.
- ii. not to implement a conduct or practices that are anti-competitive (including but not limited to: entering false, untruthful, partial, misleading and/or damaging information of any third party and/or in violation of any regulation), that are detrimental to the laws, regulations and/or rights of third parties, and not to divulge false, misleading or unlawful information;
- iii. to treat any data and information of which they have knowledge by and/or resulting from E-platform access as strictly confidential and reserved; to use and configure their own software and hardware in such a way as to ensure the utmost security in the use of the E-platform;
- iv. to keep the entered information truthful and updated for the purposes of the supplier database and for all the processes and events related thereto.

The participating Supplier undertakes to scrupulously comply with the Proposal submission procedures given by AIA and to enter his proposal on the E-platform in accordance with the indications and user guidance instructions published on the E-platform, without expressing reservations and/or complaints in this respect.

The participating Supplier undertakes to keep his Proposal firm as per the Terms and Conditions of each Sourcing Event (Tender process).

The participating Supplier undertakes to maintain the ownership and availability of the offered Goods, Services and/or Works for the entire duration of the Event and then until the final award and stipulation of the contract.

During the Event, the participating Supplier undertakes to act in a manner that is in compliance with the AIA Procurement Policy and Procedure, obligations and principles stated in the present General Conditions.

The participating Supplier expressly undertakes to appoint only users who possess the powers of attorney and the proxies necessary and consistent, even in terms of expenditure limits, with those that are needed to take part in each Event. In any case, the participating Supplier hereby ratifies and acknowledges as binding and valid any action taken by the user or users appointed according to the instructions contained in these General Conditions and in the E-platform.

The participating Supplier undertakes to enter into a contract/purchase order with AIA which shall be stipulated on the basis of the submitted proposal. Failure to acknowledge an award (Purchase Order or contract) constitutes non-fulfillment of these General Conditions and may lead to the Supplier being excluded from the E-platform and to AIA being entitled to receive compensation for damages. In any event, AIA, at any time, reserves the right to enter into negotiations for the stipulation of a Purchase Order or contract with another supplier in the event that the Supplier fails in this obligation.

15. CLIENT'S OBLIGATIONS AND GUARANTEES

During the Event, AIA undertakes to act in a manner that is in compliance with AIA's Procurement Policy and Procedure and principles stated in the present General Conditions.

AIA shall not in any way be liable for any damages to the Supplier in connection with the use of the E-platform and the information entered by the Supplier, the malfunction, delayed use or failure to use and/or the interruption or suspension in the use of the E-platform, including the loss of commercial opportunities, lost profits, lost data or damage to image.

To this end, the Supplier agrees and acknowledges that:

- i. AIA reserves the right to interrupt and/or suspend the use of the E-platform and/or revoke the registration and authorization at any time at its own discretion, as specified above, simply by notifying the Supplier, without being liable to the Supplier.
- ii. The E-platform can be used by the Supplier for the sole and exclusive purpose described in item 1.1; the Supplier therefore waives any guarantee, including but not limited to, being included in the register of qualified suppliers and/or to receive Purchase Orders/ Contacts, Release Orders.

AIA is free to make any check to determine the compliance of the offered Goods and/or Services and/or Works with their description and the quality promised by the participating Supplier. Any contractual commitment made by AIA with the supplier will always and only result from the signing of a specific purchase order or contract.

16. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The content and information entered on the E-platform and the software used to do this are the exclusive property of Ivalua. AIA has been granted a license to use them, and they are protected against copyright or other intellectual property rights (including rights to databases).

The Supplier undertakes not to infringe the industrial and intellectual property rights of the E-platform and the information and data found on it, and not to download, reproduce, send, sell or distribute, either in whole or in part, for any reason, the content and information available on or received through the E-platform, without the explicit written authorization of AIA, and for purposes other than the access to and use of the E-platform.

The Supplier declares and warrants that:

- i. they fully and exclusively owns the distinctive marks entered on the E-platform, and that their use by AIA, as a consequence of the Supplier's access to the E-platform, does not violate any third-party rights or applicable laws and/or regulations.

- ii. they fully and exclusively owns any information and content supplied to AIA, as a consequence of the Supplier's access to the E-platform, and that its use by AIA does not violate any third party rights or applicable laws and/or regulations.

17. PROTECTION OF PERSONAL DATA

AIA is committed in protecting and responsibly processing all personal data provided in the above E-platform and throughout Supplier evaluation and Contract processing period.

More information is available through the following url: [Privacy Notice for the use of the e-procurement platform](#)

18. LIMITATION OF LIABILITY AND ABSENCE OF CLIENT GUARANTEES

AIA is not in any way liable for any damage and/or harm caused to Suppliers from the use of the E-platform, including loss of commercial opportunities, lost profit, lost data, damage to image, claims for compensation, actions and/or claims by third parties.

AIA does not assume any liability for loss of data, delays, malfunction, suspension and/or interruption of the E-platform caused by:

- a) "Force Majeure" events, such as one of the following: interruption in electrical power or telephone lines or internet connection due to third parties, strikes, industrial disputes, war, national interests or interests of civil or military authorities, embargoes, vandalism and terrorism, epidemics, flooding, earthquake, fires and other natural disasters, or any event or circumstance of a nature analogous to any of the aforementioned.
- b) erroneous use of the E-platform by the Supplier;
- c) operating defects of the connection equipment used by the Supplier and/or AIA;
- d) AIA's or third party failure of computer systems, the E-platform and the telecommunications equipment.

AIA will not stand surety, with respect to the participating Suppliers, for the capability to act and the good faith of the other participating Suppliers that use the E-platform.

19. COMMUNICATION

Any message concerning the relationship consequent of the registration on the E-platform will be sent by email, to the following address:

SupplierRelationship@aia.gr

20. CONTENT AND EFFECTIVENESS OF THE REGISTRATIONS

The E-platform is set up in such a way to prevent any changes from being made to the registrations and transactions. The E-platform allows AIA to check the main operating parameters of the system and to report any irregularities in the procedures. Unless otherwise specified in definitive legal orders and notwithstanding the applicable regulations, the registrations on the log file generated by the system, including but not limited to the messages displayed on the system and/or sent by email, constitute proof among all the Parties of the content and date of the documents/messages exchanged by email.

21. CHANGES TO THE GENERAL CONDITIONS

AIA will be entitled to modify the terms of these General Conditions by unilateral decision, indicating the date on which the new text will come into effect, and notifying the modified text by publishing the current version of the General Conditions on the E-platform.

The modification will not be applicable to Events that are under way at the time at which it is notified.

Changes to the General Conditions are understood to be accepted and effective, without the need for the Supplier's specific consent, upon the Supplier's first use of the E-platform after the change notice. Any Supplier who receives a change notice of the General Conditions, and who does not intend to keep his enablement, will be entitled to withdraw from the Contract, informing Client in writing. Following the withdrawal notice, the withdrawn Supplier will see his permission to take part in the negotiations revoked.

22. CONFIDENTIALITY OF COMMERCIAL INFORMATION – COMPUTER SECURITY

The commercial data and information related to each Event are treated as strictly confidential and classified by AIA and the Suppliers.

AIA and the Suppliers will implement the most suitable technical and procedural measures in order to guarantee computer security during the Events.

23. APPLICABLE LAW AND PLACE OF JURISDICTION

These General Conditions are governed by current Greek Legislation.

Any controversy regarding the interpretation, application and execution of these General Conditions will be exclusively referred to the competent Courts of Athens.