

GENERAL CONDITIONS FOR ABB'S SERVICES PROVISION

1. Scope

1.1 These Conditions apply to the performance of maintenance, repair, modification, installation, commissioning and any other service/work provided (hereinafter referred to as "Services") within the commercial and industrial sector.

1.2 The scope of the Services refers to the Order Confirmation or Offer Acceptance provided by ABB S.A. or to the contract relating to the Services (together all the foregoing may hereinafter be referred to as "Contract"). The CLIENT may become aware of the Conditions either by sending them by any way and means, or through the website of the ABB <https://new.abb.com/gr/about/general-sales-conditions>

2. General

2.1 Services performed by ABB SA (hereinafter referred to as ABB) are subject to these GENERAL CONDITIONS FOR PROVISION OF SERVICES, except of those otherwise agreed in written form in the Contract, which will constitute the specific conditions and may take precedence over the present conditions. Consequently, conditions which have not been accepted in written form by ABB have no legal force and no legal effect.

2.2 If the performance of the Services also includes the supply of Products (system equipment or any other material) by ABB, the conditions for the sale of this supply shall be determined by the respective ABB's GENERAL CONDITIONS FOR PRODUCTS SUPPLY.

2.3 The provision of any Service by ABB will not be activated if the corresponding offer and the present General Conditions are not accepted by the CLIENT in their entirety. The acceptance of the ABB's offer will be proven only in writing. The CLIENT may become aware of the Conditions, either by sending them in any way and by any means, or through the website of ABB (www.abb.gr). In any case,

knowledge and acceptance of these General Conditions shall be presumed by the CLIENT, provided that they were sent to him or became aware of them in any way and the CLIENT agreed to start providing the Service by ABB. Alternatively, these General Conditions will be considered to have become known to the CLIENT when the latter has received them from his previous cooperation with ABB. In any case, these are an integral part of ABB's offer and are considered to have been unconditionally accepted by the CLIENT with the acceptance of ABB's offer/proposal. Terms of the CLIENT contrary to these will apply only if explicitly and in written form this has been agreed between the Contracting Parties (i.e. ABB and CLIENT).

2.4. Contracting parties shall recognize the validity of the electronic signature (e.g. Adobe Sign, DocuSign and any similar ones ensuring the identification of the issuer and the integrity of the document) entered by legally authorized for this purpose persons.

3. Order Configuration & Services Subject-matter

3.1 The subject - matter of the Services will be clearly and accurately defined in the CLIENT's order. Any other Service, which is not clearly included in the Customer's order and which may be necessary directly or indirectly for the performance of the Services, is not an obligation of ABB.

3.2. Amendments and/or deviations from the subject-matter of the Services proposed by one of the contracting parties should always be communicated to the other Party in written form and explicitly accepted in written form in order to have effect.

4. Prices

4.1. The prices of all Services shall be based on the unit prices of the offer, they are fixed and shall not include VAT or other tax, which shall be lawfully added to the prices on the invoice issued.

4.2 If a total of hours has been calculated for all tasks that constitute the Services, this number is indicative and the invoicing will be based on the actual final number of hours required to implement the Service.

4.3 After the acceptance of the order by ABB, the prices of the Services shall be considered final and shall not be revised. Prices may be adjusted only in the following cases:

- It has been explicitly and in written form agreed between the CLIENT and ABB.
- The time of execution of the Services has been delayed for a reason directly or indirectly attributed to the CLIENT.
- The scope of the Services has been modified at the request of the CLIENT.
- Prices are quoted in a currency other than Euro and it has been accepted that they will be modified in accordance with the exchange rate of that currency with the Euro, valid on the date of each (partial) invoicing.

5. Payment Terms

5.1 The price for the Services shall be invoiced on the basis of the progress or completion of the Services. The completion of the Services (part or all) will be attested by the signature of a relevant document for their completion/integration, at which time the corresponding invoice will be issued. The CLIENT may, within five (5) days of the completion/integration of the Services, submit in written form and sufficiently justified any objections to ABB regarding the provided Services. In case of expiry of the above - mentioned period or an unwarranted and/or wayward refusal by the CLIENT to sign the relevant completion/integration document, then the Services provided will be considered automatically executed/received and unconditionally accepted by the CLIENT, at which point the relevant invoice will be issued by ABB. Payments will be made within 30 days of the date of issue of each invoice, unless otherwise agreed between the parties.

5.2 These payment terms apply to all Services. The payment of each invoice and amount due shall be made and proved only by deposit to a bank account of ABB, excluding any other way of proof, even the oath itself. The CLIENT has no right to withhold any part or the whole amount due to cover any deductions, costs, taxes, duties expenses or any other amount that they have either paid or claim to receive.

5.3 If the performance of the Services or their acceptance is delayed for reasons not attributable to ABB, the agreed payment terms shall remain unchanged. In case of late payment or late receipt of the Services on behalf of the CLIENT, ABB shall be entitled either alternatively or cumulatively, to the following:

Claim the payment of the statutory interest on arrears starting from the day following the prescribed payment date until its payment in full. The interest on arrears will be calculated based on the relevant rate applicable from time to time, as determined by the Bank of Greece. The payment of interest on arrears does not discharge the CLIENT from the obligation to pay the remaining amounts in accordance with the agreed terms.

- Suspend the performance of the Services, either temporarily or definitively, without affecting ABB's claim against the CLIENT for the payment of late payments, in addition entitled to claim additional compensation for any positive damage caused as a result of this suspension.
- Finally terminate the Supply the provision of the Services by claiming any amount due and damage from the CLIENT.
- Withhold the advance payment provided.

5.4 The exercise of the above rights by ABB may not provide the CLIENT the right to interrupt or decrease any agreed payment.

5.5 Invoices and any other documents delivered to the CLIENT shall be signed by a person legally authorized for this purpose. If the CLIENT is a legal entity, the receipt signature shall be explicitly considered and presumed to be by a person legally authorized for this purpose and therefore valid to receive documents and

invoices. The place for the issue and payment of invoices shall be Athens, Thessaloniki and Cyprus.

6. Ownership Risk Transfer & Insurance

6.1. The replaced components remain in the property of the CLIENT. ABB has the right to form a pledge, as provided in the Law, on the equipment to which the Services provided relate, until the full and complete payment of the relevant invoices, which retains all its legal rights under Articles 383, 389 par. 2, 455, 458, 460, 461, 462, 470, 532 par. 1, 976, 977, 1034, 1035, 1094 and 1095 of the Civil Code.

6.2 The CLIENT shall bear the risk associated with the damage or loss of the object which will be processed at ABB's premises caused by an accidental and/or out-of-fault event by ABB, or during any necessary transport or storage. The CLIENT is responsible for taking out insurance against any damage, as well as for the disposal of spare parts or consumables related to the Services (oils, gases, dust, etc.).

7. Preliminary Operations & Services - Licenses & Authorizations – CLIENT'S Obligations.

7.1. When it is necessary for the CLIENT to carry out preliminary work in order to enable ABB to perform the Services in accordance with the terms of the order (such as e.g. access, water supply networks, electricity supply, soil cleaning, foundations, sewerage systems, etc.), the CLIENT must:

- Perform the preliminary tasks on time and within the deadline according to the order/contract schedule.
- Deliver on time and within the deadline the necessary documents to ABB (plans, diagrams, specifications) and the appropriate planning of the tasks for which it is responsible, so that ABB can proceed with the performing of the Services without interference.

- Issue on time and within the deadline at its own expenses and on its behalf all licenses and authorizations required for the performance of the Services by ABB, in accordance with the applicable laws and regulations.

7.2 If the CLIENT undertakes to provide auxiliary staff (workers, electricians, etc.), required for specific tasks related to or assisting the performance of the Services, this staff must have the necessary and appropriate qualifications for such work. In this case, the CLIENT shall be fully responsible for compliance with the relevant labour legislation and for his staff's compliance with the applicable safety and hygiene regulations in the work. ABB is not responsible for the above.

8. Working Hours & Service Buildings to Perform Tasks

8.1. ABB will adjust as far as possible the working hours of its staff or subcontractors to the working hours of the CLIENT, if the latter carries out an activity in the Service area. However, when it is necessary to avoid interference, reduced activity hours should be preferred, or in the case of Services in facilities under construction, a working day should be chosen on a day adapted to the specific circumstances.

8.2 The working hours of ABB's staff or its subcontractors' staff should comply with applicable labour laws and collective labour agreements applicable in this field in relation to duration, overtime, holidays and rest periods. If the number of hours worked is less than that of the legal working day for reasons not attributable to ABB, the working hours in force under the Law will be invoiced, if this case has not been included in the offer.

8.3 In any case and depending on the nature of the work, the CLIENT must provide the appropriate working environment for the performance of the Services by ABB, its staff and subcontractors, such as lighting, heating, safety, protection, etc., as well as all necessary functional facilities such as: access to toilets, dining areas, changing rooms, storage areas for tools and equipment, protection, etc.

9. Subcontracting

ABB reserves the right to subcontract part or all of the Services included in the subject- matter of the order/contract, but ABB remains responsible for the subcontractor, its staff, the quality and time of execution of the Services vis-à-vis the CLIENT.

10. Safety & Health at the Work Place

10.1 The CLIENT shall be solely and fully responsible for taking all measures considered necessary in accordance with the Law on Safety and Health at work. He is therefore solely responsible and obliged to inform of existing and potential risks in the area where contractual work is carried out, as well as the measures to be taken in case of an emergency. He is also responsible for coordinating all subcontractors likely to be employed at the same time in the project, with regard to the advisory and educational procedures of all employees, as well as for the obligations to comply with the safety and health measures at work provided for by the legislation in force.

10.2 ABB is entitled to discontinue the execution of the work if it considers that not all legal staff safety and health measures are fully complied with, entitled to a corresponding extension of delivery dates (where there is a delay), as well as compensation from the CLIENT for any positive loss or damage it may have suffered, such as: lost working hours, staff travel expenses, allowances (daily allowance), immobilization of equipment and tools, etc.

11. Service Completion Time

11.1 The order specifies the time of completion of the Services, which can only be modified in the following cases:

- The CLIENT wants modifications to the order, which at the absolute discretion of ABB require an extension of the execution time of the Services.
- The CLIENT has not carried out and/or has not completed on time and within the deadline any required preliminary work, required supplies of materials and equipment other than ABB's responsibility and/or the necessary licenses and authorizations have not been issued.
- Due to any fault of the CLIENT and/or his contractors

In the above cases ABB is entitled to a corresponding extension of the delivery dates, as well as compensation from the CLIENT for any damage or loss it may have suffered, such as, but not limited to, lost working hours, staff travel expenses, allowances (daily allowance), immobilization of equipment and tools, etc.

- The CLIENT delays the payment of the agreed payments.
- Because of delays for reasons that ABB is not responsible for. Such reasons include: a) accidental events, including, but not limited to: means of transport and service strikes, delays in the supply of third parties, problems in the transport system, staff strikes, sabotage, unforeseen interruptions in the operation of the CLIENT's facilities due to damage, etc., b) force majeure and c) COVID-19 pandemic / epidemic and any mutation thereof or other.

11.2 Any delays in the performance time of the Services – as mentioned above – on the one hand do not result in any liability for ABB and, on the other hand, do not alter the schedule of payments of the CLIENT. If payments are linked to milestones compliance, the original milestone will be used as a benchmark for payments.

11.3 ABB does not accept penalties in cases of delay unless this has been agreed in written form and in any case no more than 7.5% of the amount of the Services is in arrears. It is explicitly stated that the agreed penalties shall be the only

compensation and remedy that the CLIENT is entitled to receive in cases of delay, waiving any other rights for this purpose.

12. Suspension and/or Interruption of Services

12.1 For the performance of the Services and depending on the duration and complexity of the Services, the Contracting Parties must agree in written form on a common timetable. In the event of suspension or non-initiation of work for reasons not due to ABB's fault, but to the fault of the CLIENT and/or its subcontractors, it is explicitly agreed that ABB is entitled to claim compensation from the CLIENT for the caused damages such as lost hours, staff travel expenses, subsistence expenses, immobilization of equipment and tools, etc., in order to cover the financial losses caused by this out-of-program suspension.

12.2 If the CLIENT decides to discontinue the performance of the Services permanently for reasons not attributable to the fault of ABB and to terminate the contract, a program of smooth interruption of operations should be agreed in written form. In this case, the CLIENT must compensate ABB for any damages and expenses arising from this complaint.

12.3 ABB is entitled to suspend the provision of the agreed Services if the CLIENT does not comply with the payment schedule and to terminate the contract at the customer's fault if the latter is still in arrears.

13. Inspection & Receipt

13.1 Supervision of the progress of the implementation of the Services shall be carried out by ABB. If the CLIENT requires additional supervision by a third party without having prior written agreement, this additional supervision should bear the written approval of ABB and will be carried out at the CLIENT' s expense.

13.2 At the same time as the completion of the work, the CLIENT is obliged to carry out an inspection in the presence of ABB in order to identify any

defects/malfunctions/deficiencies attributed to ABB and to sign the relevant protocol of completion - receipt and the employment sheet, entitled to include any objections. In case of objections, ABB is obliged, if it confirms the existence of any defects/malpractice/deficiencies and within a reasonable period of time to be agreed jointly with the CLIENT, to make a full recovery of them, upon completion of which the CLIENT must re-engage in the procedure described above for confirmation of recovery and receipt as defined.

13.3 The successful completion of the Services shall be attested, either by the signing of a delivery-receipt protocol, of the worksheet or by any other written certificate of the CLIENT, at which point the relevant invoice will be issued and the warranty period of the Services shall be considered to begin, if a guarantee is provided. In cases where the signature of the above becomes impossible for reasons attributable to the CLIENT, as indicated: they do not come to inspect the Services provided or uses the facilities or equipment to which the Services relate without having signed the relevant delivery- receipt protocol, etc., then the Services provided will be automatically considered as fully performed, received, and unconditionally accepted by the CLIENT, without the need to sign this delivery-receipt protocol, in which case the relevant invoice will be issued and their warranty period will begin if it is provided.

13.4 If tests for the receiving of the completed Services are agreed, they should take place within the agreed dates and the CLIENT is obliged to have available necessary auxiliary staff and consumable materials (free of charge) required for this purpose.

14. Guarantees & Liability for Defects/ Agreed Properties

14.1 ABB guarantees the lack of any defects and agreed properties in the execution and commissioning and if it is responsible for a pre-agreed period starting from the date of completion of the respective Services.

14.2 The warranty - where applicable - concerns the repair/restoration of errors, defects and deficiencies of agreed properties, which have been recognized by ABB in the Services provided. Repairs/ restorations shall be carried out in writing in a place agreed in the order.

14.3 The guarantee does not cover damages and/or defects arising from:

- Normal wear and use of equipment
- inadequate maintenance and/or storage
- Incorrect and/or negligent handling
- Misuse
- Use of unsuitable liquids and gases
- Wrong flow and/or pressure
- Changes in the quality of the power supply (voltage, frequency, disturbances)
- Any modifications made to the materials without the approval of ABB
- Installation subsequently modified without informing ABB
- Repairs and/or changes performed by third-party staff
- The equipment was put into service without the presence of ABB, despite the contrary express agreement
- Case of failure for which the CLIENT did not take the necessary measures to limit the damage
- Damages that may be caused by external factors, such as, but not limited to, sabotage, terrorist acts, earthquakes, fires, etc. or force majeure events

14.4 The warranty period shall be set at twelve (12) months from the date of completion of the provided service. If the Services are suspended for any of the reasons referred to in Article 13, the warranty period for the Services completed before the suspension shall begin no later than 30 days after the start of the suspension.

14.5 The guarantee is limited only to the subject-matter of work carried out by ABB. If it is required - under the guarantee - to transport the item to be repaired

within or outside Greece, the cost of transport is borne by the CLIENT.

15. Limitation of liability

ABB, including representatives, employees, subcontractors, suppliers or other persons for whom the latter bears legal responsibility, shall be liable for any bodily injury, direct damages that may be caused to individuals and property, as a result of an action or omission caused by fault during the performing of its contractual obligations.

ABB has no responsibility for any indirect and/or consequential damages which may arise as a result of the performance of the Services, as in the following cases, included but not limited to the mentioned, except of the cases of gross negligence and deceit:

- Income loss.
- Profit loss.
- Contracts loss.
- Operating loss.
- Production loss.
- Cost of .
- Loss due to power cut.
- Costs of alternative electricity generation.
- Other costs deriving from interruption of operation.

ABB's overall contractual obligation arising from the performance of the purpose of the Service is limited to the value of the Service provided, which has raised the claim.

16. Jurisdiction and competence

Any dispute arising in the future from the respective Service contract and from the invoices issued between the parties or in connection with these General Conditions will be submitted to the exclusive jurisdiction and competence of the

Courts of Athens or Thessaloniki as the case could be and will be resolved in accordance with Greek law.

17. Export restrictions

Certain Products supplied by ABB shall be subject to export control regulations. Therefore, a written consent of ABB shall be required where the CLIENT directly or indirectly exports Products of ABB. THE CLIENT shall be solely responsible for compliance with this term and shall bear sole responsibility (criminal and civil) in case of violation thereof, without excluding any payment of compensation to the SELLER.

18. Force majeure – Accidental events – Pandemics & Covid 19

ABB shall not be liable for not performing their obligations due to force majeure or accidental events. Force majeure shall be any non-culpable and unpredictable event of an exceptional nature, which was not expected nor could it have been prevented even by measures of extreme diligence and prudence. All facts that are not due to intentional fault or negligence and do not constitute force majeure, but accidental events similarly shall not create liability for ABB. Pandemics, such as COVID-19 or any mutation thereof or any other virus and/or its Response Measures shall constitute force majeure. ABB, the Subcontractors of the latter and the Staff employed by ABB shall be obliged to fully comply with the instructions and recommendations of the National Public Health Organization (EODY) and WHO. In case of suspension of works due to the pandemic, respectively, the execution time of the order / offer will be suspended. The financial weakness of the parties shall not constitute force majeure. In the event of force majeure or accidental events or a pandemic, ABB shall be entitled to an equal extension for the fulfilment of its obligations.

19. Personal Data

19.1 ABB and the CLIENT acknowledge that the protection of Personal Data is of great importance. Where the CLIENT intends to transfer Personal Data to the ABB, it will comply with all the applicable laws and regulations regarding Personal Data protection. The CLIENT will comply with all applicable laws and regulations regarding the protection of Personal Data that the latter will receive from ABB in the context of each order/proposal, whereas the conclusion of additional agreements on data processing and protection may be required. The additional agreements on data processing will be binding on any subsidiaries, contractors, subcontractors, partners, the CLIENT's staff.

19.2 ABB and the CLIENT do not acquire rights over the information or data that may be disclosed or communicated to them by the other party during the conclusion or during the contract/order/offer directly or indirectly, in the context of the execution of its subject matter or in connection therewith, including, but not limited to data covered by professional, or other confidential or competitively sensitive material (hereinafter referred to as "Confidential Information"). Upon the termination or expiration of the professional cooperation for any reason, ABB and the CLIENT must hand over to the each other all the Confidential Information in their possession.

(a) Without prejudice to the Greek legislation in force, ABB and the CLIENT must:

- Safeguard the secret nature of the Confidential Information of the other party, to observe confidentiality and at least the same diligence, which they observe in respect of their own Confidential Information, as well as not disclose this Confidential Information to third parties, without the written consent of the other party, with the exception of the competent employees, executives, agents and their assistants to whom they may notify it only to the extent necessary for the proper performance of their contractual obligations.

- Ensure that employees, executives, servants and their assistants are aware of the secret nature of the Confidential Information of the other party on a case-by-case basis and that they also strictly comply with the obligations hereof, being liable for any breach committed by such.
- Not alter or remove trademarks or insignia of identification, intellectual and/or industrial property or ownership which state the owner of the Confidential Information and
- Immediately notify the other party in writing regarding facts that come to their knowledge and are related to the possession, use or knowledge of Confidential Information, by any person other than those entitled hereunder.

(b) The above obligation for confidentiality and the prohibition of disclosure hereof shall not concern information or data identical or similar to the Confidential Information, which:

- Was in legal possession before and this is proved in writing,
- is provided subsequently by third parties (for the purposes of this paragraph, Related Companies are not considered third parties) without any obligation of confidentiality to third parties,
- The disclosure thereof is made under a legislative or regulatory provision or a binding court order

19.3 In any case, the management of any data and data that have been disclosed for the purposes of the execution of the order/offer, will be carried out in accordance with the relevant legislation and mainly with Regulation (EU) 2016/679 on personal data protection for natural persons (GDPR), with which the contracting parties are in full compliance, its specific regulatory framework for its implementation, as well as the relevant decisions, instructions and regulatory acts of the Data Protection Authority, as currently in force.

19.4 ABB agrees that the latter will not refuse or withhold its consent to any changes to this Article, which are required in order to comply with applicable laws and regulations on the protection of personal data and/or instructions and orders

from any competent supervisory authority as well as for their respective implementation during the execution of the order, and agrees that the implementation of any such change will not incur additional costs to the CLIENT.

19.5 The obligations and prohibitions provided in this Article shall continue to apply to ABB and the CLIENT and after denunciation for any reason or termination or expiration of the cooperation.

20. Intellectual & industrial Property

Law 4605/2019 harmonized Greek legislation with Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of know-how and business information which has not been disclosed (trade secret) against their illegal acquisition, use and disclosure (EEL 157 of 15.6.2016). Intellectual property is defined as the set of exclusive rights over intellectual creations, namely industrial property, which includes inventions (patents), trademarks, industrial designs and geographical indications, and property which covers artistic and literary works. Therefore, all forms of intellectual and/or industrial property, such as information, diagrams, plans, software, etc. that are included or related to the offer/proposal regarding the Products, belong to ABB or the suppliers thereof. Therefore, their use by the CLIENTS for purposes other than the fulfillment of the order, as well as the full or partial reproduction or assignment of the use to third parties shall be prohibited, unless they are preceded by the express written consent of ABB.

21. Additional Devices, Technical Data & Software

21.1 ABB is entitled, in connection with the provision of the Services, to install additional devices and/or software on the subject to which the Services relate, in particular by allowing the reception and collection of technical data and the use and location, use and updating of such data, the provision of interface information, access to protocols and tests and the connection of such devices

and/or software to ABB's devices and/or data processing platforms. Additional devices and/or additional software - when provided by ABB - and under any circumstances of the intellectual property rights herein, remain the property of ABB and may be deactivated or removed after termination of the Agreement or in case of violation of the applicable terms of use and/or licensing. ABB is entitled to use CLIENT's data collected in connection with the performance of the Contract for the purposes of providing the service to the CLIENT, for statistical purposes, for the analysis of internal data, for the protection of devices and/or software and for the purpose of improving and developing ABB's products and services and processing such data by third parties. The CLIENT accepts in particular that ABB may transfer such data abroad.

21.2 The CLIENT acquires a non-exclusive right to use the software together with the object to which the Services refer. The CLIENT is not entitled to make copies or develop the software. In particular, the CLIENT may not disassemble, decrypt or reverse the software without the prior written consent of ABB. ABB may revoke the right of use in the event of a breach. For third-party software, the terms and conditions of use of the licensor apply and ABB may enforce its claim in case of violation.

22. Amendments

These General Conditions for the Provision of Services and anything else agreed in connection with them will only be amended in written form between the Contracting Parties.

23. Code of Conduct for ABB

ABB has established a Code of Conduct, which is available on the website www.abb.gr. Therefore, the Contractors, the Clients, the Suppliers, the

Consultants who work with ABB, shall be committed to adhere to and respect the high ethical standards set therein. Any infringement of these policies will be considered as a serious breach of agreement and will result in taking the appropriate measures, including the by fault termination of the agreement.

24. Crisis clause

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery [schedule(s)/dates] and/or the execution of the scope or performance of work, the impacts of which are currently unknown. Notwithstanding anything in the [Agreement/Contract/PO] to the contrary, if as a result of any of the above aforementioned events, the costs of ABB's performance increase or ABB's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery [schedules/dates], pricing and/or possible reductions of the contractually owed quantity of the [Goods/Products/Services] to be delivered to the [Customer/Buyer/Purchaser]. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that the [Agreement/Contract/PO] can be at least fulfilled in part.