

General Terms and Conditions of Purchase

1. Scope of application

Unless otherwise agreed upon in writing, orders shall be subject to the following terms and conditions. These terms shall only be deemed valid if accepted by the beneficiary in writing. The present terms and conditions shall not be subject to change even if the offer or the order receipt comprises other terms or if the order confirmation adds further conditions.

2. Orders

Orders, agreements, and amendments shall only be valid if issued or confirmed by the undersigned beneficiary company in writing. Advancement of offers shall be performed free of charge and it shall not entail any obligations for the offerer.

3. Shipment

Unless expressly otherwise agreed upon, shipment shall be achieved by post or by a reputable logistics company, the choice of the type of transportation belonging to the beneficiary. The beneficiary shall not bear transportation costs. The beneficiary's terms of shipment shall be fully complied with. The provider shall send to the beneficiary a notification of delivery in duplicate, on the day of dispatch, for each and every delivery, to the respective delivery address. The notification of delivery must specify the order number and other notes made in the order. The consequences of delay, of erroneous or incomplete information, or of delayed receipt of dispatch documents constitute the exclusive liability of the provider, as this is their exclusive responsibility.

4. Terms of delivery

In the event that the delivery deadline agreed upon by the parties cannot be observed, the provider commits to notify the beneficiary in writing concerning the duration and the reasons for the delay. If

the delay is due to the provider, the beneficiary reserves the right to cancel that particular delivery with no prior notice.

5. Prices

Prices include packaging and freight. If, in exceptional cases, a price is agreed upon "ex factory", "ex stock" or "exclusive packaging", we shall only be responsible for the lowest dispatch costs, respectively packaging costs.

6. Invoicing and payment

The invoices, in duplicate, shall be submitted separately for every order, specifying the order number. Invoices which do not specify the order number shall not be deemed valid. Payment shall be performed according to the terms and conditions agreed upon in the order.

7. Assignment

Transfer of the present agreement, even partially, shall be prohibited, without the beneficiary's express approval.

8. Liability and material defects

The provider shall assume liability for the delivered goods to maintain their original quality, to comply with the technical regulations and to have no defects that impair their value or suitability for use to the usual purpose, as the case may be. The provider's liability shall comply with the legal regulations.

In the event that the goods present defects, the beneficiary has the right to choose the procedure for remedy (repair or replacement of defective goods). At the same time, the beneficiary has the right to transfer the choice of procedure for remedy of deficiencies to the provider.

The defect liability period is of 12 months. The defect liability periods shall only commence on the date of receipt, and if acceptance has been agreed upon, on the

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date of acceptance of the delivered goods. Once the defects or damages have been rectified, a new defect liability period shall commence for the rectified or replaced goods, following its receipt.

The defects liability periods for spare parts ordered at the same time with the main product, and which are specifically marked as spare parts, shall only commence upon commissioning of spare parts, except for the case when they were not properly stored, however no later than six months following transfer and/ or acceptance.

Notifications by the beneficiary concerning defects shall be deemed to have been submitted in a timely manner if they are filed within two weeks, which commence on the date of receipt of delivered goods, in the case of obvious defects, and starting on the date of detection of the defect, in the case of concealed defects.

Following receipt of the goods, the beneficiary shall verify their identity, relying on the information comprised in the delivery documents, by comparing it with the order. The goods shall be examined for defects which may be detected by inspection (e.g. measuring and weighing). Verifications shall be performed by the beneficiary exclusively by trepanning.

The beneficiary is under no obligation to perform verifications involving removal of case, disassembly of parts, application of chemical or physical inspection methods, sample processing or similar procedures, nor to measure or test moulds, tools, and other fixtures or equipment components; defects which are detected in this manner shall be deemed to be concealed defects.

To the extent that legal provisions or customary trade practices stipulate more stringent requirements concerning notification of defects than those contained in this clause, the provider shall waive any right to objection on grounds of delayed notification of defects.

9. Transfer of risk

In the case that the provider assumes delivery costs, the risk shall only be transferred to the beneficiary after complete acceptance of delivery, at the agreed-upon address of delivery. In the case of deliveries that include assembly or installation, the risk shall only be transferred on the day of commissioning or following a successful test operation, according to the agreement between the parties.

10. Place of performance, court of jurisdiction, applicable law

The place of performance is the place where the products reception is achieved, respectively the beneficiary's premises, the court of jurisdiction being the one in whose precincts lie the premises, or any other competent court. Also, the beneficiary is entitled to instigate legal action before the general court of jurisdiction. As far as legal provisions are concerned, the legal relation between the beneficiary and the provider shall be regulated by the laws of Romania.

11. Severability clause

These regulations shall maintain their validity even if certain provisions of the present agreement shall prove to be legally ineffective. This provision shall not apply in the case that, within the previously-established context, the terms of performance of the agreement become unreasonable hardship for one of the parties. Amendments and addenda to the agreement and to the present terms and conditions shall only be performed in written; this shall also apply in the case of any partial or complete waiver of this clause.