

1- Application of opposability of the general sales terms and conditions

1.1 The current sales terms and conditions are systematically sent together with each price offer in order to allow the Buyer to get familiar with the content before placing an order.

1.2 When placing an order, the Buyer adheres, without any restriction, to the General Sales Terms and Conditions and waives his own General Sales Terms and Conditions and excludes any other documents such as leaflets or catalogues provided by the Seller and which only have an indicative value.

1.3 There shall be no other Specific General Terms and Conditions, except for the ones accepted in writing by the Seller, which shall be subject to these General Sales Terms and Conditions. Any contrary condition established by the Buyer, without the written approval of the Seller, shall be impossible to apply to the Seller, regardless of the time this has been brought to his attention.

1.4 The fact that the Seller does not capitalize at any certain moment on one of the General Sales Terms and Conditions cannot be construed as a waiver of the said General Terms and Conditions.

1.5 The Seller reserves the right to amend at any given moment these General Terms and Conditions.

2- Specific General Terms and Conditions

2.1 Any difference between the General Sales Terms and Conditions of the Seller and the General Sales Terms and Conditions of the Buyer has to be the object of a written agreement called Specific General Terms and Conditions and accepted by both parties.

2.2 According to the current regulations, the Specific General Terms and Conditions shall be established by means of mutual understanding between the Buyer and the Seller based on the General Sales Terms and Conditions of the Seller.

2.3 Should one of the clauses of these General Sales Terms and Conditions be declared void, without applicability or replaced by the Specific General Terms and Conditions or special agreements, the remaining clauses shall remain valid.

3- Amendment of the Specific General Terms and Conditions

3.1 The orders are valid only if they are acknowledged in writing. The Seller only meets the orders accepted by his representatives or employees based on a written and signed written acknowledgement. Shipment of the products also means accepting the General Terms and Conditions.

3.2 Any exception to the General Sales Terms and Conditions has to be the object of a written agreement, approved by the legal representative of the company selling the products or by one of his proxies.

4- Amendment of orders

4.1 Any amendment or cancellation of an order by the Buyer can only be taken into consideration if it is not accepted in writing by the Seller (date of delivery, quantity, delivery location).

4.2 The Seller reserves the possibility to make any amendment considered useful in order to produce the ordered products.

5- Open orders – delivery requests

5.1 The fixed and temporary quantities communicated for each delivery program allow the Seller to make the necessary purchases and to plan the production. Each amendment, increase or reduction of the quantity after the shipment date has to be made through a written request sent by the Buyer and accepted in writing by the Seller.

5.2 If there is no specific written request made by the Buyer and no written acknowledgement from the Seller, the unilateral amendments of the delivery requests cannot be accepted by the Seller. The Buyer shall be responsible for the consequences of non-delivery of insufficient delivery of the ordered products.

6- Production

6.1 The supplier shall produce the ordered parts in a professional manner and in accordance with the legislation in force and the specifications mentioned by the Buyer in the plan of the supplied product.

6.2 Nevertheless, the Seller cannot be considered responsible for the incorrect interpretation of the plans produced by the Buyer in case these contain design errors (measurements, tolerance, incompatibility, technical specifications).

7- Delivery times

7.1 The delivery times are specified as precise as possible, but do not represent an absolute guarantee. They are set according to the supply and transport possibilities and the existence of unknown incidental factors. Delays at the delivery date in no case imply the right to indemnifications, penalties, special transport, production shut-down, loss of productivity, deductions, nor the cancellation of the overdue orders.

7.2 The Buyer is responsible for taking all necessary measures to prevent possible delivery delays caused by unforeseen events and which could not be avoided by the Seller.

7.3 In any case, the deliveries are done only if the Buyer is up to date with all his obligations towards the Seller, regardless of the cause, especially while observing the payment terms.

8- Delivery - Conditions

8.1 Except for some contrary indications, the delivery conditions are based on the Incoterms established in the RUU 600 regulation, accepted by the Buyer and the Seller. If there is no agreement concluded between the Buyer and the Seller, the products are sold at the EX-WORKS price.

8.2 Through an express convention, the products sold EX-WORKS are delivered on the customer's risk even if the duties have been paid in advance by the Seller.

8.3 The Buyer has to take all necessary measures related to the delivery in case of delays, deteriorations, damages, missing articles identified upon acceptance, in the allowed time limit.

Any issue identified upon goods reception by the Buyer has to be sent to the party who ensured the delivery within 48 hours from the delivery, by registered mail, and a copy has to be sent to the Seller.

If no such complaints are formulated and sent to the party who ensured the delivery within the allowed time limit, it shall be impossible to formulate such complaint afterwards, and consequently the warranty shall become void.

8.4 Should the Seller be responsible for the transport of the products, the reimbursement in case of loss, damages caused by the party ensuring the transport is limited to the amount established through international conventions on transport.

8.5 Except for a contrary understanding between the Buyer and the Seller, the Seller is authorised to make the partial or full delivery with a tolerance of +/- 10% of the quantity, according to the order.

9- Complaints - Conditions

9.1 The complaints regarding visible anomalies or information specified on the delivery note or on the invoice (quantity, ***, packaging, product storage conditions, identification) have to be made in writing within 48 hours from the product acceptance.

9.2 The complaints regarding visible defects of products (oxidation, colouring, deforming) have to be made within 8 days from the delivery date.

9.3 The Buyer is responsible for providing evidence of the defects or anomalies identified. The Buyer has to allow the Seller to analyse and rectify these defects. The Buyer shall not intervene himself and shall not contract a third party for this purpose.

9.4 Any product return shall be made through a formal understanding between the Seller and the Buyer. Any returned product when no such understanding exists shall remain in the possession of the Buyer and shall not entitle said Buyer to benefit from a credit note. The costs and risks associated with the return are always assumed by the Buyer.

9.5 The Seller does not accept debit notes sent by the Buyer in case of complaints. In case of a justified complaint accepted by the Seller, said Seller shall address an appropriate note of credit to the Buyer.

10- Warranty - Application

10.1 The products are guaranteed against defects for a period of two years as of the date of delivery. The possible shut-down periods necessary for interventions within the warranty period shall be added to the remaining warranty period.

10.2 In the context of this warranty, the sole obligation of the Seller shall be reimbursement, free replacement or repairing of the faulty product or element identified by the quality department of the Seller. Any product in warranty has to be analysed first by the quality department of the Seller, who shall have to give his consent for the reimbursement, repair or replacement of the product. The return cost shall be borne by the Buyer. The cost of spare parts delivery, at standard rates, shall be borne by the Seller.

10.3 In all cases, the maximum limit for reimbursement, repair or replacement, regardless of the reason, for any damage incurred, caused directly or indirectly by the noncompliance of the products compared to their plan, or by the delay of delivery, is set at a value three times the selling price.

10.4 The right to choose between reimbursement, replacement or repair falls exclusively on the Seller, according to the type of the identified failure. Should the Buyer decide on his own the method, he shall also assume the probable consequences and costs.

10.5 In case of certain complaints, the Seller can benefit from his insurance in the name of Civil Responsibility to assess the damages, the Buyer undertakes to observe the procedure applied by the insurance company (expertise, inquiry) and to provide the necessary evidence to the designated experts.

11- Exceptions

11.1 Any indemnification, regardless of the cause, especially for loss or damage of any kind (material or immaterial, consequential or non-consequential damages, administrative costs, selection, income loss, production shut-down, productivity loss, special transport costs, delivery delays) generated directly or indirectly by the non-delivery or late delivery of the product, is excluded by the warranty.

11.2 The responsibility of the Seller cannot be questioned, in the context of the warranty or of any other cause for the damages generated by improper retention or preservation conditions, by abnormal use or maintenance, or because of product design errors (measurement or tolerance errors, inadequate technical specifications, treatment, insufficient protection).

11.3 Reimbursement, repair or replacement are limited exclusively to the products delivered by the Seller. The warranty payment does not apply to equipment, components, elements which are not delivered by the Seller.

12- Force Majeure

12.1 Obligations of the Seller are suspended in all cases where the failure to fulfil an obligation is due to a *force majeure*.

12.2 Besides the force majeure cases recognised by jurisprudence, events which cannot be controlled by the Seller are taken into consideration, as well as unforeseen incidents: strikes organised by the Seller's employees or by the suppliers, subcontractors, errors of the subcontractors, transporters, failure of suppliers to deliver the materials, machine breakdown, accidental interruption of the means of production, fire, flooding, weather conditions, failure of IT or communication system, power outage.

13- Definitive stop of product production

13.1 It is expressly agreed upon that when the Buyer decides to stop or to significantly reduce the supply of the product, said Buyer is obliged to inform the Seller in writing with at least 6 month in advance, in order to allow the latter to readjust the stock from the production cycle: concluding contracts with suppliers, stock of materials, components, current production, finished products, emergency stock.

13.2 If no written notification is sent by the Buyer, the lack of a delivery request for the products delivered henceafter for a period of 3 months without interruption means for the Seller stopping the production of those products.

13.3 The Buyer expressly undertakes to assume in the following months the stock or the excess stock which is no longer usable because of incorrect information, lack of information or delayed information regarding the final delivery date.

14- Equipment and tools

14.1 Any specific equipment or tools produced, purchased or designed by the Seller in order to obtain the product complying with the specifications of the Buyer remain the exclusive property of the Seller.
Full or partial financing by the Customer of the specific production costs related to the equipment or tools shall not justify the property transfer to the Customer.

14.2 Except for a specific understanding, the Seller ensures the correct functioning and the production capacity of the equipment and tools which have been designed over a period of up to 3 years as of the date of setting them into operation. Following this period, the repair works shall be inevitable and necessary.

14.3 The cost of regular maintenance: cleaning, oiling, sharpening, minor repair works shall be borne by the Seller.
The cost of a special maintenance: replacing some parts, breakdown of the produced products, minor repair works in order to maintain the initial production capacity, the quality or the productivity shall be borne by the Buyer. These repair works shall be brought to the attention of the Buyer in advance to obtain his approval.

Should the Buyer refuse to pay the maintenance or repair costs associated with certain equipment or tools, regardless of the reason, the Seller shall be exonerated from the obligation to maintain the quality, compliance and even the quantity of the products machined with said equipment and tools.

14.4 The Seller has possession rights over said equipment and tools; he also has the right to decide whether to transfer them or not at the request of the Customer, as well as the right to destroy the equipment and tools which show signs of wear and tear at the end of the product operating time.

14.5 Should the Seller accept to keep and preserve certain machines and tools which belong to the Buyer without delivering any product, the Buyer undertakes to pay any fee set by the Seller, corresponding to the costs of retention and preservation. Otherwise, the Seller may freely use the equipment and the tools, without any kind of notification.

15- Intellectual Property Rights

15.1 The Buyer has the property rights over the plans of a product. Nevertheless, the Seller has the industrial property right over any study designed, added or modified by said Seller: drawings, projects for components, diagrams, models, calculations, production procedures, project for equipment or tools, production, quality control methods, FMECA studies, PPAP, capacity studies, manufacturing secrets, which fully represent said Seller's intellectual property and "know-how" process.

15.2 The Buyer may use these in the manufacturing process, but is not allowed to communicate them to a third party or to use them to create own models, drawings, studies. Any communication or disclosure to a third party, without the written authorisation of the Seller, obligates the Buyer to pay damages and interests.

15.3 The Buyer undertakes to maintain the confidentiality of the technical, economical and quality-related information and documents issued by the Seller and communicated to the Buyer in the context of their relationship. These documents or information cannot be published or communicated to a third party without having obtained in advance the authorisation from the Seller.

16- Price

16.1 The products are invoiced in € or Lei, according to the request of the customer, at the price applied when the delivery date is set and which is mentioned on the order accepted by the Seller.

16.2 The prices can be reviewed in cases of subsequent modifications or additions requested by the Buyer or by his services (technical changes, logistics, production rate, instalments, packaging, delivery location, complementary services, quality) or in case of an evolution of the material and component costs on the market.

16.3 The prices are established according to the conditions made available by the Buyer upon consultation (volume, production rate, quantity delivered, reference terms, delivery conditions). Any modification of such conditions brings on a review of the price. The price review shall be made in writing and accepted by the Buyer.

16.4 Except for a contrary understanding between the Seller and the Buyer, the minimum amount invoiced for an order encompassing a sole delivery and a sole reference is 300 € with no taxes included, meant to cover the fixed administrative costs.

17- Payment

17.1 Except when there are specific agreements, the invoices sent by the Seller shall be paid within 30 days from the invoicing date, by bank transfer or commercial transfer at the bank and location specified by the Seller. For certain deliveries in other countries, the payment shall be made by letter of credit or irrevocable letter of credit in standby and acknowledged by a bank accepted by the Seller, regardless of the means and location of delivery.

17.2 These payment conditions cannot be modified after an order has been signed, except by means of an amendment, which reviews the payment conditions and which has to be accepted and signed by the Seller. No price deductions shall be made for any payment done before the deadline.

17.3 In no case shall the payments be suspended or indemnifications or debit notes be paid without the written approval of the Seller.

18- Late payments

18.1 Any delay in the payment of an instalment leads to the right to expedite the repayment. The Seller may suspend the execution of his own obligations until the full payment of the amount owed. Any amount not paid at the date set brings on the payment of penalties having a fixed value set in the contract, e.g. the legal fee of the European Central Bank plus 7 points.

These penalties, as well as the recovery fees shall be considered as being owed, without any type of prior notification made by the Seller.

18.2 In case of non-payment, with or without formal notification, the sale can be cancelled by the Seller, who may request on a temporary basis the return of the products, without affecting the other damages and interests. The cancellation shall not affect only that order, but any other previous unpaid orders, regardless if these were delivered or are in the process of being delivered, and regardless if the payment has been made or not. In case of payment by means of an exchange invoice, failure to return the invoice shall be considered a refusal of acceptance and non-payment of the amount. Similarly, if the payment is done in instalments, failure to pay a single instalment shall make the entire owed amount due, without formal notification.

18.3 Any invoice recovered by the Seller shall be accrued by a penalty, which cannot be reduced according to art. 1229 of the Civil Code, through recovery costs and a fixed indemnity of 1,000 €.

19- Title retention by the Seller

19.1 It is expressly stipulated that the products are sold, and subject to title retention. The Seller has the property rights over the products until having received the total price. It has been expressly established that any amount paid shall not be reimbursed if the goods are recovered or if there is a collective procedure whereby these are won by the Seller.

19.2 Failure to pay a single instalment entitles the Seller to claim the products delivered. The customer undertakes to return the products, while bearing the costs, upon the request of the Seller.

19.3 It has been established that presenting a document entailing a payment obligation, an invoice, an exchange letter, an advice of transfer or others, does not represent a payment in the meaning of this clause, the initial debt of the Buyer towards the Seller remains valid with all corresponding warranties, including title retention by the Seller until the actual payment has been done.

19.4 The abovementioned measures do not prevent the transfer to the Buyer of the risk of loss, damage or destruction of the products subject to title retention by the Seller, as of the goods delivery date.

20- Applicable law and jurisdiction

20.1 These General Sales Terms and Conditions are subject to the Romanian legislation.

20.2 Any dispute, which might arise between the two parties during the drawing up, performance or interpretation of this contract, regardless of the delivery location, shall be settled by the courts of law in the Timis County.

20.3 This clause also applies in case of interim procedures, of a secondary request, or in a case of plurality of defendants or introduction of a third party and regardless of the means and conditions of payment, without the jurisdictional clauses which might exist in the documents of the buyers to be able to oppose with the application of this clause.

20.4 The version of the General Sales Terms and Conditions written in Romanian shall be the sole point of reference in case of a dispute.