

## General Terms & Conditions

### 1 Applicability of the General Terms & Conditions

- 1.1 With respect to all offers and sales, the following Terms & Conditions shall be deemed accepted in principle through the confirmation of order, unless otherwise agreed in writing.
- 1.2 The Terms & Conditions shall be applicable exclusively to partners, to legal entities under public law, and to special funds under public law. They shall be applicable also if we do not expressly refer to them in later agreements.
- 1.3 Where the orderer's general terms and conditions of business are inconsistent with our Terms & Conditions, the latter shall apply exclusively.

### 2 Offers and Orders

- 2.1 Offers shall be non-binding. The technical documents and drawings attached to the offers shall be non-binding and shall be deemed to have been accepted only through written confirmation of order.
- 2.2 The agreement is formed only through our written confirmation of order. The scope of delivery shall also be determined by such confirmation of order.
- 2.3 Side agreements must be confirmed by us in writing to be effective.
- 2.4 We retain title and all copyrights to the pictures, drawings, calculations and other documents which can be protected by copyright and are prepared by us, even if such documents are delivered to the orderer - for whatever reason - ; they must be returned if so requested and must not be made accessible to any third party without our written consent. Duplications and copies are not allowed.
- 2.5 The right to deviate from specifications made in prospectuses, catalogues, price lists and other documents belonging to the offer is expressly reserved, to the extent that such deviations are provably caused by technical requirements and do not severely impair the function of the goods being offered, unless the specifications are expressly referred to as binding in our confirmation of order.

### 3 Delivery

- 3.1 Delivery shall be made ex works Bucharest (EXW Bucharest - Incoterms 2010). The right to choose the mode of shipment is reserved by us unless a specific mode of shipment is agreed on.
- 3.2 If transport damage is found, the orderer must ensure that the facts are established, if necessary, within 3 days (without undue delay in the event of delivery by mail), in order to preserve the right to claim damages from the forwarder.
- 3.3 We reserve the right to make partial delivery.
- 3.4 The delivery period shall begin on the day of the confirmation of order. Delivery within the delivery period requires all documents necessary for manufacture or delivery to have been made available to us by the orderer.
- 3.5 Agreed delivery periods shall in principle be kept, but if we are prevented from performing our obligation by the occurrence of unforeseen circumstances (force majeure), e.g. labour disputes, mobilization, war, blockades, import or export prohibition, raw material or energy shortage, fire, traffic jams, bad weather, or other circumstances which we are not responsible for, regardless of whether they affect us or a previous or sub-supplier, the delivery period shall be reasonably extended unless delivery or performance becomes impossible. If delivery or performance becomes impossible through these circumstances, we shall be released from the delivery obligation. If in the above cases the delivery period is extended or if we are released from the delivery obligation, any damage claims or cancellation rights derived from this by the orderer shall lapse.

- 3.6 The orderer is entitled to cancel the agreement if we do not deliver after a reasonable period fixed by the orderer and a further reasonable period expires. The orderer can cancel the agreement on the basis of the statutory provisions only if we are responsible for the delay in delivery. If delivery is made late or not at all, the orderer shall have no damage claim except in the case of wilful intent or gross negligence on our part.
- 3.7 The orderer is obliged at our request to declare within a reasonable period whether he wishes to cancel the agreement because of the delay in delivery or insists on delivery.

### 4 Passing of the risk

- 4.1 The risk of accidental destruction or accidental deterioration shall pass over to the orderer upon delivery to the forwarder, also if delivery is made free destination. In the case of transportation with our own vehicles, the risk shall pass over upon loading to the orderer.
- 4.2 All of our shipments shall be transport insured against the usual risks at the orderer's expense. Transport insurance shall end upon receipt of the goods by the orderer or at the indicated shipping address.

### 5 Warranty and Liability

- 5.1 The orderer shall have claims arising from a defect only if the orderer duly performs its duty to inspect the goods and to report defects, promptly after delivery of the goods, requiring the orderer to inspect the goods if possible in the ordinary course of business and to promptly report a defect to us.
- 5.2 If subsequent performance fails in the event of a defect, the orderer has the right to cancel the agreement or to reduce the price.
- 5.3 The orderer's damage claims shall be limited to cases where the defect is based on wilful intent or gross negligence on our part, including wilful intent or gross negligence on the part of our representatives and of persons employed by us in the performance of our contractual obligations. If there is no intentional breach of contract, liability for damages shall be limited to the foreseeable typically occurring damage.
- 5.4 If we culpably violate an essential contractual duty, we shall be liable pursuant to the statutory provisions. In this case, liability for damages shall however be limited to the foreseeable and typically occurring damage. Liability for culpable death, injury or health impairment shall remain unaffected.
- 5.5 Unless otherwise dealt with herein before, all other liability shall be excluded.
- 5.6 The limitation period for defect-based claims is 24 months counting from the passing of the risk.

### 6 Prices and Terms of Payment

- 6.1 The agreed prices are payable T/T in advance. These are understood ex works Bucharest (EXW Bucharest - Incoterms 2010) including packaging. Our prices do not include the statutory sales tax. This shall be payable in addition and is to be shown separately in the amount required by law on the day of the invoice. Our invoices shall, unless otherwise agreed, be due for advance payment. The orderer can set off claims only if its claims have been awarded by final and non-appealable judgement, are undisputed, or have been acknowledged by us. The orderer's payment obligation exists independently of receipt of the goods and without prejudice to the right to complain of defects.
- 6.2 We reserve the right to accept bills of exchange and cheques, however only as conditional payment. Discount and collection charges as well as other costs shall be borne by the orderer and payable immediately in the net amount

including sales tax.

- 6.3 All of our claims shall be due immediately in any case – also if time for payment was allowed – if the orderer is in default of performance of other obligations to us. The same shall apply if the orderer discontinues payments, is over-indebted, if composition or insolvency proceedings are instituted against the orderer's assets or if the institution of such proceedings is rejected for lack of assets, or if circumstances become known which justify doubts as to the orderer's credit-worthiness.
- 6.4 In the event of default on the part of the orderer, we shall have the right to choose to make further deliveries or performance contingent upon advance payment or security, or to demand damages for non-performance, or to cancel the agreement. Moreover, any bills of exchange which have been accepted can be returned prior to their maturity, and immediate cash payment can be demanded.
- 6.5 If claims are based on several deliveries or services, we may choose to count payments received towards one or the other debt.

## 7 Security Rights

- 7.1 Goods are delivered subject to retention of title. The transfer of title to the orderer shall take place subject to the condition precedent of full payment of the purchase price.
- 7.2 Goods delivered shall remain our property up to the time of payment for all claims arising from the business relationship, also in the future, regardless of their basis in law. Retention of title shall continue to exist also if any of our claims are included in a current account, the balance is drawn and acknowledged.
- 7.3 Processing of or work on parts delivered by us, but still owned by us, shall also take place on our behalf without any obligations arising from this for us. Accordingly, we shall also be the manufacturer in the legal sense in any case of processing or work, whereas the orderer shall in this respect act as our agent. We thus acquire ownership or co-ownership to the interim or end products in the proportion of the value of the new thing to the value of the parts delivered by us. Also in the case of combining or mixing, we shall have ownership of the new things created thereby, in the proportion of the value of the goods subject to retention of title to the other things at the time of combining or mixing.
- 7.4 The orderer may sell or otherwise dispose thereof or utilize for remuneration the things which are subject to retention of title only in the ordinary course of business. The orderer hereby already assigns to us the claims arising for the orderer from the resale of the goods which are subject to retention of title, up to the time of full discharge of all of our claims with all ancillary rights, up to the amount of the value of our delivery. The same shall apply in the event of processing and work, combining or mixing.
- 7.5 If expressly demanded by us, the orderer must, in default, disclose the assignment to its debtors, provide to us the information necessary to assert our rights against the debtors, and hand over the documents necessary for this.
- 7.6 We irrevocably undertake to waive the retained ownership right to the extent that the value of our security exceeds the claims to be secured by more than 20%.

- 7.7 The parts which are subject to retention of title must not be pledged by the orderer, nor may title thereto be transferred by way of security. Any seizure on behalf of a third party must be promptly reported to us.
- 7.8 In the event of breach of duty by the orderer, in particular default in payment, we shall, after the expiry of a reasonable period fixed for the orderer for performance, be entitled to cancel the agreement and to take back our goods, the statutory provisions regarding the dispensability of an additional time limit remaining unaffected. The orderer is obliged to return possession.
- 7.9 The orderer must not make or allow any disposal of the goods which are subject to retention of title in a manner which is inconsistent with the above conditions.

## 8 Right to use software

- 8.1 If we transfer rights to use software, such software shall remain our property. The Principal will use the software at its own risk.
- 8.2 We shall not be liable for the software which is made available for use especially in case the software causes damage to the Principal's hardware or other property. We also assume no liability for damage or other defects, e.g. absence of viruses from the software.
- 8.3 The Principal has the right only to use the software for the purpose set out in the agreement. The Principal is not entitled to transfer this software to third parties for remuneration or free of charge. The Principal may transfer rights to use the software to third parties. However, reference must be made to the ownership rights of CONIC DESIGN SRL..

## 9 Place of Performance and Place of Jurisdiction

- 9.1 Our domicile is the place of performance.
- 9.2 The laws of Romania shall apply; the applicability of UN purchase law is excluded.
- 9.3 The agreed place of jurisdiction for all disputes arising from the business relationship is Bucharest-Romania. However, we shall have the right to sue the orderer also at the court having jurisdiction at his place of residence.

## 10 Final Provisions

- 10.1 Should any of the above provisions be ineffective or not have become a part of the agreement, the validity of the remaining provisions shall not be affected thereby. In this case the parties already now undertake to negotiate for the purpose of replacing the invalid provision by a clause which most effectively serves the economic purpose intended by the parties .

## CONIC DESIGN SRL

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