

TERMS AND CONDITIONS OF SALE

Any order addressed to the seller, CONTILINKS ROMANIA SRL (hereinafter referred to as „**the Seller**,,) and any sale of the products of the Seller is submitted exclusively to the following general terms and conditions of sale, except for derogation in writing between the parties.

1. DELIVERY AND TRANSPORT CONDITIONS

- 1.1 The products shall be delivered at regular periods of time, in the quantities requested by the buyer, each delivery representing a separate contract.
- 1.2 In lack of taking-over of the products at the established place and date, the buyer is in default automatically. If the buyer does not take-over the products within 5 days, the contract shall be lawfully terminated.
- 1.3 The products shall be handed-over by the Seller or its transporter at the premises of the buyer, unless otherwise established by the parties (e.g deposit of the Seller). The products are on the risks (including for force majeure, fortuitous event or the deed of third parties) and costs of the buyer (included the preservation and transportation costs), from the moment the goods are individualized for the buyer and are at the place and date agreed to be taken over by the transporter.
- 1.4 Any claim regarding the lack / default of the products must be done by the buyer in writing and mentioned in a minute concluded between the transporter and the buyer, and a copy of it must be send to the Seller.

2. DELIVERY TERMS

- 2.1 The delivery terms indicated by the seller are indicative.
- 2.2 The delivery is considered accomplished from the moment the products are handed over by the transporter to the buyer at the premises of the buyer or in another place agreed by the parties. The delivery shall be done based on the minutes attesting the taking over of the products concluded between the representatives of the transporter and the Buyer, and a copy of it must be send to the Seller.
- 2.3 Any delay in delivery does not give the right to the buyer of any payment for damages, reduction or cancelation of the command.

3. WARRANTY – RESPONSABILITY

- 3.1 The products must be examined during their taking over by the buyer. The responsibility of the Seller for readily identifiable or hidden defaults can be engaged only if the buyer made the notification in writing regarding the defaults within the legal term (immediately at the taking over of the products for the readily identifiable defaults, and in a reasonable delay – 2 business days – for hidden defaults), and in any case, before the use of the products. A sample of such product, taken contradictorily (in the presence of the representatives of the seller and buyer), on the expense of the buyer, must be also annexed. If the defaults are due to the manipulation, deposit, transport or preservation of the product by the buyer, due to the non-observance of the contractual and legal provisions, the Seller shall not be held liable for such defaults, being under the responsibility of the buyer.
- 3.2 The claim regarding the products does not give the right to the buyer to suspend the payment of the products.
- 3.3 The warranty is limited to the replacement and reimbursement of the products that are not in accordance with the usual specifications / qualities.
- 3.4 The Seller declines any responsibility regarding the compatibility of the product with a specific use; the buyer undertakes the risks that result from the isolated use of the products or in association with other products.
- 3.5 The responsibility of the Seller is limited to the above mentioned obligations. The Seller cannot be obliged to pay other damages no matter the title they are invoked.
- 3.6 The buyer cannot request the cancellation of the order for no reason.

4. PRICE AND PAYMENT TERMS

- 4.1 The prices of the products do not include VAT. If there is no other term agreed, the payment of the invoice shall be of 30 days from the invoice date.
- 4.2 In case of death, dissolution or reorganization of the buyer, the Seller reserves its right, if it is opportune to it, to terminate the contract lawfully.
- 4.3 In case of delay of payment, except the interest, the buyer must pay the expenses occurred with the recovering of the receivable, according to legal provisions. The due amount shall bear an interest from the next day following the due date written on the invoice, and the interest shall be equal with the reference interest of the National Bank of Romania, increased by 8 points.
- 4.4 The Seller reserves the right to request for guaranties of solvability before but also during the execution of the order, to amend the delivery or payment conditions, if such guaranties cannot be provided and the buyer is insolvent or the guaranties granted were decreased. The Seller can cancel the delivery of the products in case of non-payment of delay with the payment.
- 4.5 The Seller reserves its right to amend the present terms and conditions in accordance with the amendments of the national and European legislation.

5. RESERVE OF PROPERTY – TRANSFER OF RISKS

- 5.1 The products delivered remain under the property of the Seller until their price is fully paid by the buyer.
- 5.2 The transfer of risks takes places according to article 1.3.

6. FORCE MAJEURE AND FORTUITOUS EVENT

The obligations of the Seller are lawfully suspended in case of fire, or any accidents / incidents during the production process, strike or close of the warehouse, delay in acquisition and in any other cases of force majeure and fortuitous event, as described by the law.

7. APPLICABLE LAW AND LITIGATIONS

Any sale between the Seller and the buyer, including these terms and conditions are governed by Romanian law. The litigations regarding any sale governed by these terms and conditions shall be submitted to the relevant courts in Bucharest, without any contrary legal provision.

The buyer expressly agrees with the clauses 1.2, 1.3, 2.3, 3.1-3.6, 4.2, 4.4, 5.1, 6 and 7, as well as to the others provisions of the terms and conditions.