

General terms for purchasing products and services

These general conditions apply to purchases of products and services made by the company NEVEON Romania SRL.

The purchases of products and services are made, based on an order or contract.

The orders sent to suppliers shall specify: name of the product or service, requested quantity, delivery date, time and method of payment. A purchase order can be sent in writing or in electronic form and will be confirmed by the supplier in writing or electronically within 24 hours from the date in which it was sent.

The supplier has the right to contract sub-suppliers, under the condition that they are known by NEVEON Romania SRL.

The supplier is obliged to deliver the products and / or perform the services at the time and place specified in the order / contract. If a delivery method was not specified, this means DDU. The supplier's obligation includes marking and packaging the products.

The supplier can deliver the merchandise earlier than the deadline specified, only with the buyer's consent.

If the products are not delivered and / or the services are not performed, from the fault of the supplier, as stipulated in the terms of the order / contract he will be obliged to pay a penalty of 0,5% for each day of delay, or it may result in the termination of the contract or cancellation of the order.

The reception and acceptance of the merchandise will happen at the NEVEON Romania SRL headquarters, by a representative. NEVEON Romania SRL has the right to refuse damaged materials or materials which do not correspond in terms of quality, by signaling any shortcomings and requesting their adjustment.

The supplier shall remedy any defect in the products supplied without delay and at his own expense, including the shipping costs.

The products and services provided will meet the standards declared by the supplier in its technical proposal, under the condition that these standards satisfy the specifications received from NEVEON Romania SRL.

The provider's responsibility is limited to defects, that appear in a period of three years from the date of reception of the product by NEVEON Romania SRL. If these defects are caused by negligence from the supplier, the responsibility is unlimited.

The prices and other delivery conditions are the ones agreed in the purchase-contract or those mentioned in purchase order. The prices of products and / or services

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do not change automatically, depending on the currency fluctuation or on the standard product, but only after negotiation between the parties.

If other agreements between the parties do not exist, the payments will be made by bank transfer within 60 days from receipt of the invoice.

NEVEON Romania SRL has the right to withhold any amount payable to the supplier, in case of delays or failure of contractual obligations by the supplier.

The supplier will not disclose any technical or commercial information referable to NEVEON Romania SRL to a third party, during or after the completion of the contractual relations and will only use this information for the intended purpose.

The supplier, through its legal representatives and employees, undertakes not to offer any kind of cash or other benefits to the NEVEON Romania' employees or to its business partners throughout the entire period of the business relationship.

The supplier undertakes to notify, immediately, the management of NEVEON Romania SRL about any request for undue advantage received by NEVEON Romania's employees.

It is forbidden to offer promotional products by the supplier on various occasions (eg Easter, Christmas, etc.) to the NEVEON Romania's employees. The supplier may offer promotional products on various occasions only through the Purchasing Department of NEVEON Romania SRL.

Violation of the terms of the present compliance clause from the supplier's fault prejudices the interests of NEVEON Romania SRL and will be penalized with damages of 30000 Eur.

Any changes or deflections from the contractual conditions require written consent and signature of both parties. The beneficiary and the supplier will make every effort necessary to resolve amicably and by direct negotiations any disagreement or dispute that may arise between them during or in connection with the fulfillment of the contractual conditions.

Litigations concerning the application or interpretation of contractual terms will be subjected to settlement by the competent court from Sibiu.

All contracts shall be interpreted under the laws of Romania.