

GENERAL CONDITIONS OF SALE

Art.1 Application of General Conditions of Sale

- a. Placing an order implies full and unreserved acceptance by the buyer of these General Conditions of Sale and the exclusion of any other documents as booklets, catalogs, etc. issued by the seller and that are purely indicative. No particular condition, except for the seller's acceptance in writing, can prevail over these General Conditions of Sale. Any contrary case requested by the buyer will therefore be, except express acceptance, not opposable to the seller, regardless of when it was brought to its attention.
- b. Any general terms and conditions of the Buyer, that are partially or totally contrary to these Terms and Conditions, are hereby expressly rejected and they shall not form part of the contract even if NEVEON Romania SRL accepted the supplies or their willfully fulfillment and it has not explicitly rejected them.
- c. These General Conditions of Sale complete the contract concluded between the parties.

Art.2 Orders

Orders directly addressed to the seller or through agents or representatives shall not become final until after written confirmation by the seller. Delivery, even for a confirmed order, is always subject to compliance with the terms and conditions of payment by the buyer, be it past or pending orders.

Art.3 Change of orders

All order changes or cancellations requested by the buyer may be examined by the seller if they have been received in writing at least seven (7) calendar days before shipment of goods. Over this period (less than 7 calendar days) all orders will be paid by the buyer.

Art.4 Delivery

Deliveries will be made depending on the seller's availability, delivery terms are purely indicative. Unless important or intentional misconduct of the seller, the buyer can not rely on a late delivery to cancel the sale, reject the goods or claim a penalty. If the buyer, after starting delivery, does not accept the goods, the seller may, without affecting the right to claim damages and interests, require performance of the contract or to consider the sale performed automatically, the proceeds being borne by the buyer. In case of successive deliveries, total or partial failures or shortcomings of one delivery shall not affect other deliveries.

Art.5 Risk Transfer

Risks of the goods and especially those inherent to the transportation are transferred to the buyer on delivery time, which is where the goods are handed or ex works or from the storehouses of the seller for all sales, regardless of the conditions of sale or the modality of payment for transportation. By exception, for orders with INCOTERMS conditions, INCOTERMS rules in force will apply at the date of sale. It is the responsibility of the buyer to safeguard his rights related to the carrier by bringing his reserves within the terms of delivery and other terms set by the rules applicable in this case.

Art.6 Reception and complaints

- a) The weight and dimensions of the goods on departure prove the quantities delivered. Quantitative tolerance of the supply is plus or minus 10% calculated on the number of units mentioned in the order.
- b) Without prejudice to any actions related to the carrier, the complaints on visible defects or on non-compliance of the delivered goods with the ordered goods or with the delivery note must be made in writing on CMR signed and stamped upon receipt of goods. The buyer shall provide all evidence (documents, pictures, surveys, etc.) about the reality of defects or anomalies. The buyer must provide to

the seller all means to ascertain the defects and to find a solution. The buyer will not intervene himself or allow to any third party to intervene in this process.

c) If the buyer fails to control the quality of the goods or if he did it and used the goods or has transferred them to a third party, the seller will not be held responsible for any damages whatsoever arising from use of those goods by him or by a third party.

d) If the goods are not used for a purpose or in accordance with a process normally accepted for this product or product type, no claim will be admissible.

e) Once the buyer has sent his complaint to the seller within the specified terms and under the condition that the seller's liability has been settled, the seller is obliged to either replace or refund, depending on his decision, all merchandise which he acknowledged as being non-compliant or affected by an apparent defect, with the exclusion of any other indemnities and / or damages and interests. In these cases and at the seller's simple request, the buyer will be required to return the merchandise replaced or refunded. Indirect and / or intangible damages from the supply of defective products are excluded, except in cases of serious or intentional fault of the seller or when they affect the life, physical integrity or health. The buyer's right to lodge a complaint against the seller is prescribed within 12 months calculated from the date of transfer of risk and will be done on the standard Claim Form according to the NEVEON Romania Quality Management System.

f) Complaints do not discharge the buyer from the obligation to pay the price stipulated in the contract, whether the complaint is justified or not.

g) However, in any case, the seller's liability for goods delivered is limited to the buyer and only to the limit of the value of inadequate or undelivered goods. The seller shall not under any circumstances be liable for deficiencies of the goods or losses of the buyer subsequent to the placing of goods in manufacturing process and / or for damages claimed by third parties.

Art.7 Packaging

a) Packaging borrowed by the seller: they remain the property of the seller. They are exclusively reserved for the goods sold. The buyer, user or the depositary is responsible for accidents arising from these packages. These packages must be returned to the seller in good condition, within the time specified by the seller. In case of non-return within this period, destruction or damage, the seller reserves the right, without prior notice, to bill the buyer the replacement value of packaging, which become so the buyer's property or the price of their reconstructing and require an allowance corresponding to the damages suffered because of the buyer.

b) Packaging transferred: when the packaging have become the buyer's property, the latter undertakes to make to disappear from the packaging references to the previous owner and he is forbidden to use them for any purpose other than for which they were designed.

c) Packaging controlled: if the packaging are subject to regular review of compliance, timeline set by regulations made known to the buyer, the last date of the control is written on these packaging. The seller disclaims any responsibility for accidents that may occur with these empty or filled packaging unless they have been transferred to the buyer or returned to the seller before the next test.

d) Packaging supplied by Buyer: the buyer will be the solely responsible for the choice and quality of packaging designed to receive the goods. The buyer agrees to provide packaging which conform to applicable legal regulations.

e) DESCO rolled goods: the buyer undertakes to unroll the goods immediately after unloading them and not put them in the production processes earlier than 72 hours after unrolling. Any quality complaint without compliance with this clause is unacceptable.

Art. 8 Reservation of title

Ownership of goods sold is reserved to the seller until full payment of the price and other accessories that have been specified, even if the risk of the goods is transferred to the buyer upon delivery, as stipulated in Art.5 above. Consequently, the seller reserves the right to request in case of delay in payment or partial or total default, at the first request and without prior notice, return of goods delivered, wherever they are located. Goods stored in places such as stores, storehouses, warehouses, etc. of the buyer will be recovered to the value of unpaid invoices. The buyer shall therefore not grant rights to third parties likely to prejudice the exercise of this clause. All costs of returning goods to the seller's storehouses will be borne by the buyer. In the event of insolvency of the buyer, he will have to: (I) notify the seller within a period of 24 hours, (II) to cease trading (use) of goods which are not his property. The buyer will also comply with his obligations incumbent as holder. Accordingly the buyer will have to pay for the goods if they disappear, either accidentally or not. The buyer shall not by any means destroy the labels that appear on existing physical goods or the outstanding stocks. The above provisions apply without reservation to costs and penalties recovery actions for totally or partially outstanding payments.

Art.9 Delay in payment

a) Failure to pay an invoice constitutes a serious breach of contract related to the buyer and it authorizes the seller to suspend any further deliveries or to consider the contract as terminated by operation of law, with any claim for damages. At the same time, if the contract provides a form of payment on due date and the buyer does not pay on due date or makes a claim for a batch already delivered, the seller can ask for payment in advance for the subsequent deliveries or contracts. If the buyer does not meet such demand, the seller may terminate the contract by the buyer's fault, preserving the rights to request damages and interests.

In case of payment delay, the seller may claim delay penalties of 0.03% per day of delay, calculated from the amount actually due and unpaid, which may exceed the principal value for which they are calculated, with proper application and enforcement of Law no 72/2013.

b) If the buyer's financial situation justifies cause for concern, the seller reserves the right for pending orders, going to require prepayment.

c) In case of shipments of goods in installments, subject to orders, invoices relating to every delivery are payable on due dates, without waiting for all the ordered goods to be delivered.

Art.10 Drawings, models and brochures

Drawings, samples, brochures, documents and related materials provided by NEVEON Romania SRL will be used solely for the purposes set for them; they do not constitute an offer and they may be modified at any time, without prior written consent. These materials will remain the property of NEVEON Romania SRL, which will retain ownership of any copyright and other intellectual property right. Reproduction, alteration, modification, integration of such materials or use them in a different context is allowed only if they agree in writing and in all cases in compliance with applicable laws, without prejudice to any right provided by applicable law. Such provisions will also apply to the goods of NEVEON Romania SRL. The buyer is not entitled to use NEVEON Romania trademarks in advertising purposes, without the prior written consent of the Seller.

Art.11 Confidentiality

For the purposes of this clause, confidential information will cover all information disclosed in writing, orally or by other means by NEVEON Romania SRL to the buyer as a result of or for the business relationship, including, not limited to information relating to products, processes, plans or intentions, product information, know-how, industrial rights, trade secrets, marketing and trading business. The buyer undertakes to treat as trade secrets and to keep strictly confidential all business and technical information which came to his attention during our business relationship, except where such information is

or becomes publicly known through no fault of Buyer and not disclose confidential information to another person unless prior written consent of NEVEON Romania SRL, and not to use confidential information for a purpose other than meeting its obligations arising from our business dealings.

This clause will remain in force after expiration of this contract for a minimum of five (5) years. If the buyer does not comply with this clause, he will be required to pay the Seller the appropriate amount of the prejudice caused.

Art.12 Force Majeure

Parties are exempt from liability for total or partial non-contractual obligations, if this was a result of force majeure. The case of force majeure shall mean those unpredictable and uncontrollable events, which occurred after the conclusion of the contract, prevent any of the contracting parties to fulfill its obligations in whole or in part. The party damaged by a force majeure is obliged to inform the other party in writing, within 48 hours of the onset of the event. Documents proving such an event, certificates issued by the Chamber of Commerce and Industry in the county where the party affected by the force majeure has its headquarters, will be presented by the party invoking force majeure to the other party within 10 days from the date when the event raised. Not notifying and not proving the case of force majeure by the party invoking force majeure in the above deadlines, involves bearing damage caused to the other party. During force majeure the parties can continue to fulfill their contractual obligations not affected by force majeure event. Termination of force majeure will be announced immediately, negotiating the resumption or cancellation of contractual obligations not executed.

Art.13 Jurisdiction and Applicable Law

All disputes relating to this contract will be subject to applicable laws in the country of the seller and they are subject to the court settlement in the area where his headquarters is located.

Art.14 Applicability

These general conditions of sale apply always and entirely between the seller and buyer, when there is no contract. In case of a contract concluded between the parties, the contractual provisions prevail and the General Conditions of Sale complete the contract where it does not provide. These General Conditions of Sale are available on the official website of the company - www.NEVEON.com .