



General Terms of Delivery – Habasit Belting S.R.L.

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These General Terms of Delivery have been drawn up for legal transactions between companies. Unless there are any legal provisions that take precedence, they shall also apply to consumers.

1. Introduction

- 1.1 Unless the contracting parties have expressly agreed otherwise in writing, the present General Terms of Delivery shall apply. A written agreement shall be required to deviate from the written form requirement.
- 1.2 The below provisions on the delivery of goods shall also apply mutatis mutandis to performances.

2. Making of a Contract

- 2.1 A contract shall be deemed to have been concluded if Seller has sent a written order confirmation upon receipt of an order, and Buyer has not objected in writing within ten days.
- 2.2 Seller shall confirm in writing any modifications of and amendments to a contract in order to make these valid. Seller shall be bound by Buyer's conditions of purchase only if Seller has accepted them separately.
- 2.3 In the event that import and/or export licences or foreign-currency permits or similar authorizations are required for the performance of a contract, the party responsible for obtaining such documents shall make every reasonable effort in order to obtain the necessary licences or permits in due time.

3. Drawings and Documents

- 3.1 The data on weights, measures, content, prices, performances, or alike, as contained in catalogues, brochures, circular letters, advertisements, pictures and price lists, etc. shall only be definitive if the cost estimate and/or order confirmation expressly refers to them.
- 3.2 Drawings, design drafts, cost estimates and other technical documents, which may also be part of the cost estimate, as well as samples, catalogues, brochures, pictures and alike shall always remain the intellectual property of Seller. Any use, copying, reproduction, dissemination and transfer to third parties, and any publication and presentation thereof may only be effected with the express approval of the owner.

4. Packaging

- 4.1 Unless other arrangements have been agreed upon
 - a) the listed prices are without packaging;
 - b) the goods are packaged according to normal trade practice in order to avoid, under normal transport conditions, any damage to the goods on the way to their agreed destination. The goods are packaged at Buyer's expense, and the packaging material will only be taken back if so agreed by the parties.

5. Passage of Risk

- 5.1 Unless otherwise agreed, the goods shall be deemed to have been sold "ex works" (EXW) (ready for collection). The risk shall pass on to Buyer as soon as the goods are ready for collection. If the collection of goods is delayed by Buyer, the risk of destruction or deterioration of the goods shall be transferred to Buyer as of the date on which the goods are ready for collection.
- 5.2 Furthermore, the INCOTERMS shall apply in the version valid on the date when a contract is signed.

6. Period of Delivery

- 6.1 In the absence of any other agreement, the period of delivery shall begin at the latest of the following dates:
 - a) the date of the order confirmation;
 - b) the date on which Buyer has complied with all technical, commercial and financial preconditions for which Buyer is responsible under the contract;
 - c) the date on which Seller has received a payment on account that is due prior to the delivery of the goods, and/or a payment guarantee has been issued or otherwise provided.
- 6.2 Seller shall have the right to make partial or advance deliveries.
- 6.3 If delivery is delayed due to a circumstance within Seller's realm that constitutes a reason for relief under Article 15, a reasonable extension of the delivery period shall be granted.



6.4 If Seller has caused a delay in delivery, Buyer may either demand the performance of the contract or withdraw from the contract, granting a reasonable respite.

6.5 If the respite according to Article 6.4 is not used, due to Seller's negligence, Buyer may withdraw from the contract by means of a written notice, regarding all undelivered goods. The same shall apply to delivered goods which, however, cannot be used appropriately without the outstanding goods. In this event, Buyer shall have the right to be refunded any payments made for the undelivered goods or for the goods that cannot be used. Moreover, in the event that the delay in delivery is due to a gross negligence on Seller's part, Buyer shall be entitled to a refund of any justified expenses that Buyer has had to incur up to the dissolution of the contract and which cannot be used for any further purpose. Buyer shall return to Seller any delivered goods and the goods that cannot be used. If Buyer does not accept the goods supplied under the contract in the contractually agreed place or at the contractually agreed time, and if the delay is not due to any action or omission on Seller's part, Seller may either demand the performance of the contract or withdraw from the contract, granting a respite. When the goods have been segregated, Seller may store the goods at Buyer's cost and risk. Seller shall also be entitled to claim a refund of any justified expenses that Seller had to incur in connection with performing the contract and that are not covered by the payments received.

Any other claims of Buyer vis-à-vis Seller regarding deliveries than those listed in Article 6 on account of the latter being in default shall be excluded.

7. Acceptance Test

7.1 If Buyer wishes to have an acceptance test made, such a test shall be agreed expressly in writing with Seller when entering a contract. Unless otherwise agreed, the acceptance test shall be made at the place of manufacture, or at a place to be indicated by Seller respectively, during the normal working hours of Seller. In this connection, the general practice of the industry in question shall govern the acceptance test. Seller shall inform Buyer in due time of the acceptance test so that Buyer may be present during the test, or may be represented by an authorized representative respectively. If the delivery item proves to be contrary to the contract during the acceptance test, Seller shall remedy any defect immediately and produce the contractual condition of the delivery item. Buyer may ask that the test be repeated only in cases of a major defect. An acceptance record shall be drawn up following the acceptance test. If the acceptance test has demonstrated that the delivery item has been manufactured according to contract and operates properly, the two contracting parties shall confirm this at any rate. If Buyer or Buyer's authorized representative is not present during the acceptance test, in spite of having been informed thereof in due time by Seller, only Seller shall sign the acceptance record. In any event, Seller shall send Buyer a copy of the acceptance record, the correctness of which Buyer may not contest, not even in those cases where Buyer or Buyer's authorized representative was unable to sign it for lack of attending the test. Unless otherwise agreed, Seller shall bear the costs for performing the acceptance test. Buyer shall, however, bear any costs incurred by Buyer or Buyer's representative in connection with the acceptance test, such as, for example, travel expenses, per diems or similar expenses.

8. Prices

8.1 Unless otherwise agreed, all prices shall be ex works of Seller, without loading.

8.2 The prices shall be based on the costs at the time of the quotation, unless otherwise agreed. In the event that costs change during the period until delivery, these changes shall be in favor, or at the expense of Buyer respectively.

9. Payment

9.1 The payments shall be made in keeping with the agreed conditions of payment. Unless specific conditions of payment have been agreed upon, one third of the price shall be due upon receipt of the order confirmation, one third after half of the delivery period has lapsed, and the rest upon delivery. Irrespective of the foregoing, the value-added tax included in the invoice shall be paid within 30 days after the invoice date, at the latest, in all events.

9.2 Buyer shall not have the right to withhold payments due to warranty claims or any other counter-claims that Seller has not accepted.

9.3 If Buyer defaults on one of the agreed payments or any other performance, Seller may either insist on the performance of the contract and

- a) postpone compliance with Seller's own obligations until Buyer has paid the arrears in payment or provided any other performance,
- b) use a reasonable extension of the period of delivery,
- c) call for the payment of the full remaining purchase price,
- d) charge interest on arrears, as of the due date, in the amount of 7.5% above the respective base rate of the European Central Bank, unless Buyer can claim a reason for relief under Article 15 (see Law no. 72/2013 on combating late payments under contracts between economic operators and between them and contracting authorities, transposing Directive 2011/7/UE of 16 February 2011 on combating late payment in commercial transactions), or announce withdrawal from the contract, granting a reasonable respite.



- 9.4 In all events, Buyer shall refund to Seller the dunning charges and collection costs which constitute a further damage caused by the delayed performance.
- 9.5 If Buyer has not made the payment due or provided any other performance within the respite according to 9.3, Seller may withdraw from the contract by means of a written notice. Buyer shall return to Seller, upon Seller's request, any delivered goods and compensate Seller for any reduction in the value of the goods that has occurred, as well as refund to Seller all justified expenses that Seller had to incur in connection with the performance of the contract. Regarding undelivered goods, Seller is entitled to make available to Buyer the completed parts, or the parts with incipient processing respectively, and ask for a pro-rated part of the sales price.
- 9.6 The contracting parties agree mutually that the rights and obligations covered by the contract shall not be affected by the introduction of the euro. Payment obligations, especially the established values of the money shall be deemed to have been agreed in euro as soon as the euro has become the only acceptable means of payment. In all events, any conversion will be made on the basis of the officially established exchange rates. It is mutually agreed that the conversion to the euro neither creates a right to terminate, to withdraw from or to contest the contract, nor a claim for damages or modification of the contract.

10. Reservation of Ownership

- 10.1 Seller shall reserve the ownership in the object sold until Buyer has met all financial obligations. Seller is entitled to document Seller's ownership on the outside of the delivery item. Buyer shall comply with the required formal regulations to safeguard the reservation of ownership. In case of an attachment or any other recourse, Buyer shall be obliged to claim Seller's ownership and to inform the latter without delay.

11. Warranty

- 11.1 The warranty period for the proper functioning of the delivered items is of 12 months as of handover; this period shall be reduced accordingly in the event of operation in several shifts (period of warranty of 6 months in the event of two-shift operation, etc.).
- 11.2 Subject to the below provisions, Seller shall undertake to remedy any defect affecting the fitness for use which is due to a deficiency in design, material or workmanship.
- 11.3 This obligation shall apply only to defects that did not exist at the moment of handover, but occur within a period of 12 months during one-shift operation (in the event of operation in several shifts, the period shall be reduced accordingly) as of the date of passage of risk and/or – in case of delivery including assembly – as of completion of installation.
- 11.4 Buyer may claim the present Article only if Buyer informs Seller in writing and without delay of any defects that have appeared. Once Seller has thus been informed of any defects, Seller shall – if the defect must be remedied by Seller as set out in the provisions of the present Article – at Seller's choice:
- a) remedy the defective goods;
 - b) have the defective goods or the defective parts shipped back for reworking;
 - c) replace the defective parts;
 - d) replace the defective goods.
- 11.5 If Seller arranges for the defective goods or parts to be returned to Seller for the purpose of reworking or replacement, Buyer shall bear the costs and the risk of the transport, unless otherwise agreed. The re-shipment of the reworked or replaced goods or parts to Buyer shall be at Seller's costs and risk, unless otherwise agreed.
- 11.6 The defective goods or parts replaced under the present Article shall be made available to Seller.
- 11.7 Seller shall only refund any costs for remedying a defect, undertaken by Buyer himself, if Seller has agreed to this procedure in writing.
- 11.8 Seller's warranty obligation shall only apply to defects that appear when observing the applicable operating conditions and putting the item to normal use. His obligation shall, in particular, not apply to defects that are due to inadequate installation on the part of Buyer or Buyer's representative, inadequate maintenance, inadequate repairs or modifications undertaken by other persons than Seller or Seller's representative without the written agreement of Seller, normal wear.
- 11.9 Seller shall be liable for those parts of the goods that Seller obtained from subcontractors prescribed by Buyer only to the extent of Seller's own warranty claims vis-à-vis the sub-contractor. If Seller produces items on the basis of Buyer's design data, drawings or models, Seller's liability shall not extend to the accuracy of the design but as to whether the workmanship complies with Buyer's instructions. In such cases, Buyer shall keep Seller harmless and free from any court action, in the event of an infringement of proprietary rights. When accepting repair jobs or reworking or modifying old as well as third-party goods, or when delivering second-hand goods, Seller shall not accept any warranty.
- 11.10 Complaints during presentation of the defective goods shall be made at the place of delivery. Replacement within the scope of warranty shall be effected at the place of delivery. This shall apply to both deliveries and built-in installations.
- 11.11 As of the beginning of the warranty period, Seller shall not accept any further liability regarding the proper functioning of the delivered items beyond the scope defined in these General Terms of Delivery.
- 11.12 Should a matter result in a warranty claim being asserted under these General Terms of Delivery, such warranty claim can be asserted only once, even if the matter might basically fall under several warranty provisions.



11.13 At any rate, all claims resulting from defective goods shall be limited to the purchase price of the product in question; except for a mandatory Romanian legal provision which provides on a contrary, this shall apply irrespective of how and based on what title a claim is asserted.

11.14 If Buyer fails to comply with the individual items set out in Article 11 (deadlines, date of notice of defects, etc.), Buyer's warranty claim shall be forfeited.

12. Liability

12.1 It is expressly agreed that the Seller's shall not be liable to buyer either for latent defects of the good, or for lack of expressly agreed quality parameters, except for the case when the respective vice/s were known or might have been known by Seller at the moment of the purchase. It is also expressly agreed that Seller shall not be liable to Buyer for damage to goods that are not the subject of the specific contract, as well as for other property damage and loss of profit, unless the circumstances of a specific case reveal that Seller had a willful misconduct or acted with gross negligence. In the latter case, the burden of proof will lie with the Buyer.

12.2 The purchased object provides only that level of safety that may be expected on the basis of the registration provisions, the operating instructions, Seller's rules on the handling of the purchased object -especially with regard to any possible inspections - and other instructions given.

12.3 In case of slight negligence on Seller's part, damages shall be limited to the amount of the purchase price to be paid for the product, unless Article 12.1 applies.

12.4 All claims for damages due to defects in deliveries and/or performances must be filed in court – unless the defect has explicitly been acknowledged by Seller – within the statute of limitation period agreed by the parties of 12 months as of the occurrence of the deficiency, which, however, shall not occur later than 12 month as of the handover of the goods.

12.5 Except otherwise provided by mandatory law provisions, Seller's liability arising from contractual, criminal or other claims for damages shall be limited to the amount of the purchase price to be paid for the product in each case (amount of maximum liability).

13. Exclusion of liability and warranty

Liability and/or warranty due to inappropriate operation or inappropriate use of the product, such as poor maintenance, unusual conditions of use, unusual workload, usual wear, combination of the product with other non-authorised products, shall be excluded. Liability shall also be excluded in case of inappropriate energy supply of the required electrical devices, modifications by other persons than Seller or agents commissioned by Seller, or in the event of non-compliance with the prescribed operating conditions with respect to machines and tools.

14. Indirect and Consequential Damages

14.1 The Seller shall not be liable for any indirect damages. Seller's liability vis-à-vis Buyer with respect to production outage, loss of profits, downtime, loss of contract, loss of business information, data or other financial losses or any other consequential damage resulting from these conditions shall be excluded, unless such are result of the Seller's willful misconduct or gross negligence. It shall be up to Buyer to take out appropriate insurance covering such cases.

15. Reasons for Relief

15.1 The parties shall be released in part or in toto from the timely performance of the contract if they are prevented by events of force majeure. Events of force majeure shall solely be such events that the parties are unable to foresee and avoid and that are beyond their domain. However, strike and industrial dispute shall be considered to be events of force majeure. A Buyer affected by an event of force majeure may, however, only claim the existence of force majeure if Buyer informs Seller without delay, at the latest, though, within 5 calendar days, about the onset and anticipated end of an obstruction, by sending by registered mail a statement, confirmed by the respective government authority or chamber of commerce of the delivery country respectively, on the reason, the anticipated effects and the duration of the delay. In the event of force majeure, the parties shall make every effort to remove, or to mitigate respectively, the difficulties and the anticipated damage, as well as to keep the respectively other party continuously informed thereof; otherwise they shall be liable to pay damages to the respectively other party. Deadlines or dates that cannot be observed on account of events of force majeure shall be extended by the duration of such events of force majeure, as a maximum, or, if applicable, by a period to be determined by mutual consent. If a circumstance of force majeure prevails by more than four weeks, Buyer and Seller shall seek a solution for handling the technicalities of its effects by means of negotiations. If no solution can be reached by mutual consent, Seller may withdraw from the contract in part or in toto.

16. Data Protection

16.1 Seller shall have the right to store, to communicate, to process and delete person-related data of Buyer in the framework of their business relations.

16.2 The parties shall undertake to keep absolutely confidential vis-à-vis third parties any knowledge obtained in the course of their business relationship.



17. Place of Jurisdiction, Applicable Law, Place of Performance, Other provisions

- 17.1 The place of jurisdiction for all disputes arising directly or indirectly from a contract shall be the relevant Romanian court with competences for Seller's principal place of business. Seller may, however, also resort to the court with jurisdiction for Buyer.
- 17.2 The parties may agree that an arbitral tribunal has jurisdiction.
- 17.3 Contracts shall be governed by Romanian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Official Gazette No. 54 from 19 March 1991). The applicability of foreign legislation on linking the private international rules comprised in the Romanian law or other conflict of law rules shall explicitly be excluded. Exclusively Romanian law shall be applied at all times.
- 17.4 Seller's principal place of business shall be the place of performance for deliveries and payments, also in the event that the transfer is agreed to be in a different place.
- 17.5 The present General Terms of Delivery are also available in an English version. In case of contradictions or ambiguities as well as in the event of litigations, the [Romanian] version shall prevail exclusively.