

## GENERAL SALE CONDITIONS

**TOPANEL** markets a wide range of Products (as defined under Article 1 below) intended for construction works. Products sold by Topanel ("Seller") to the Buyer ("Buyer") based on these General Sale Conditions (hereinafter referred to as the "GSC"). The Seller and the Buyer are hereinafter referred to jointly as the Parties and individually as the Party. These General Sale Conditions apply to all Products marketed by the Seller. If the provisions of the GSC conflict with the key terms undertaken by the Parties, as also set out under the Sale Agreement, with respect to such conflicting terms, the matters specified in the Key Terms will prevail, the remaining GSC being fully applicable.

### ARTICLE 1. KEY DEFINITIONS

**(1) Products** means any goods, accessories or services (a) manufactured and/or bearing the trademarks of and sold by the Seller, (b) sold by the Seller. The Products are identified in the Agreement/Annex no. 1 to the Agreement and/or in the Order Confirmation.

**(2) Sale Agreement** means (i) the sale and purchase agreement concluded between the Parties and the GSC or (ii) the express acceptance of the Buyer's firm order by the Seller and the GSC.

**(3)** The express acceptance of the Buyer's firm order may be in the form of a "order confirmation" or a "proforma invoice", hereinafter generically called "**Order Confirmation**" or "**Confirmed Order**"

**(4) The instructions for transport, unloading, handling, storage and maintenance** for each category of products (available at the following address: <https://www.topanel.net/documentation.html>) are part of these GSC.

**(5) The delivery time** is the period stipulated in the sale and purchase agreement/order confirmation within the Seller commits to deliver the goods, subject to an agreed delivery term (EXWORK - at the Seller's terminal in Romania, Valcea County, Ramnicu Valcea Municipality, Stolniceni, no. 63 Uzinei Street or DAP - the terminal (place) indicated by the Buyer). A distinction is made between: - delivery time upon a certain date; - delivery time within a specified period (for example 20 working days); - delivery term determined by the fulfillment of certain conditions (for example: payment of an advance transmission of the execution dimensions for the products). Unless otherwise provided, the delivery period shall run from the next business day after receipt of the advance by the Seller and/or from the date of setting the execution dimensions for the products ordered by the Addendum. If no delivery time has been set, it will be considered 20 business days.

**(6)** The price of the products is denominated in EURO, VAT not included, and it is specified in the sale and purchase agreement and/or of the Order Confirmation. The exchange rate is predetermined and indicated as such in the sales purchase agreement/order confirmation. If a predetermined exchange rate is not foreseen, the payment shall be made at the RNB (Romania's National Bank) exchange rate of the payment date + 1.5%. Any discrepancies between the rate at the date of invoice and the RNB exchange rate + 1.5% / the predetermined rate of the payment date shall be settled by issuing an exchange rate invoice. The exchange rate differences between the invoice date and the payment date shall be calculated in favor of both parties.

### ARTICLE 2. SCOPE – ENTIRE AGREEMENT

**(1)** The GSC, together with the key terms included in the sale and purchase agreement/order confirmation concluded between the Parties, represent the entire agreement between the Seller and the Buyer and supersede, in their entirety, any other terms and conditions or previous agreements between the Parties.

**(2)** The agreements concluded between the Seller and/or its agents and third parties will become valid only upon the express written confirmation by the Seller.

**(3)** Unless otherwise provided, the documentation, catalogues, technical datasheets/specifications, specimen quality documents and/or bills of quantity, drawings, signage will be delivered for information purposes only, and the offers made prior the sale and purchase agreement/order confirmation become invalid upon the execution of the sale and purchase agreement/order confirmation. Unless the Seller expressed its written consent, no additions or amendments to the terms hereof, requested in the Buyer's Purchase Order or in any other documents, including in the forwarding documents, will be binding upon the Seller.

**(4)** The execution by the Buyer of the sale and purchase agreement and/or of the Order Confirmation represents the acceptance by the Buyer of the GSC.

**(5)** The Parties jointly state that the provisions of the Vienna Convention of 1980 on contracts for the international sale of goods are not applicable to these GSC or to the Agreement.

### ARTICLE 3. TECHNICAL PROPERTIES OF THE PRODUCTS

**(1)** Upon the Buyer's request, the Seller will provide it with the technical documentation in relation to the requested products. In addition, upon the Buyer's request, the Seller may recommend, based on the architectural projects, drawings or other technical specifications of the Buyer, the Products which meet, in the Seller's opinion, the Buyer's requirements.

**(2)** Any recommendation, statement or technical information in this respect issued by the Seller will be deemed as being for information purposes only, the choosing of the Products, their quantities, purpose and use, as well as the results expected following the use of the Products, being exclusively at the Buyer's sole discretion. Consequently, the Seller is exempted from any liability regarding the choosing of the type of Products, the results obtained, or which may occur following the use of the Products, if the use of the Products does not follow the technical documentation or is inadequate.

**(3)** The Seller may provide the Buyer with information only with respect to the technical properties of the Products currently included in its offer, however, without this constituting a recommendation as concerns the determination of the quantity needed and/or the type of Products ordered by the Buyer. Such information may be used by the Buyer only for making a decision when choosing from the products currently included in TOPANEL's offer and cannot incur in any way the Seller's liability for the selection of the Products ordered by the Buyer and the subsequent use thereof.

### ARTICLE 4. FIRM ORDER

**(1)** The Buyer is exclusively liable for determining the type and properties and the exact quantity of the Products which are the subject matter of the order and/which are mentioned in Annex no. 1 to the sale and purchase agreement /order confirmation.

**(2)** The Buyer's delivery of a firm order and/or execution of the sale and purchase agreement /order confirmation will be deemed as a validation that it has read these GSC, that it fully agrees that the contractual relationship between the Seller and the Buyer is governed by the provisions mentioned in the sale and purchase agreement /order confirmation and the GSC, that it received and analyzed all technical information required in relation to the ordered Products and that the Products and materials ordered were accurately identified.

**(3)** The order confirmation and/or Annex no. 1 and/or the Addendum to the the sale and purchase agreement must contain all elements required for the identification of the requested Products and their properties, including the code assigned by the Seller to such Products. In order for it to be valid, the order will contain at least the following elements:

- Buyer's identification data;
- Product code (catalogue name) assigned by the Seller, based on the catalogues made available by it;
- unit of measurement, quantity and color, components for each Product;
- execution properties and dimensions of the products/materials;
- PRICE for each product/material and total amount of the order and/or annex/addendum;
- delivery period (expressed in days/months/years or a fixed date);
- Delivery term, according to Article 7 (A) below;
- Business term /Method of payment;

**Note!** Dimensions available for product execution:

- Length: 2500-13500 mm; variations allowed: at lengths less than 3 m  $\pm$  5 mm and at lengths greater than 3 m  $\pm$  10 mm.

- Width: 1000 mm; variations allowed:  $\pm$  2 mm.

**Note!** Panels of up to 15000 mm or shorter than 2500 mm can only be executed with the prior consultation of the technical department, on the Buyer's risk and liability for palletizing and/or heavy transport.

**(4)** The Buyer must check all identification elements of the Products ordered, as mentioned in order confirmation and/or Annex no. 1 and/or the Addendum to the the sale and purchase agreement, the Parties agreeing that the execution by the Buyer of order confirmation and/or Annex no. 1 and/or the Addendum to the the sale and purchase agreement represents full and irrevocable acceptance by it of the ordered products and properties thereof (including, but not limited to, range, quantity, quality, size, color, width, number, etc.).

**(5)** If the order confirmation and/or Annex no. 1 and/or the Addendum to the the sale and purchase agreement does not contain a description of all the properties required, the Products shall be manufactured with the available components in stock and delivered as ordinary commercial goods, without liability for special quality requirements.

**(6)** The Seller will not be liable and will not undertake any liability as concerns the identification and selection by the Buyer of the Products specified by it in its firm order.

**(7)** Furthermore, the Buyer cannot refuse the delivery of the ordered Products on grounds that such products are inconsistent with its needs/projects/investments and/or were not accurately identified/requested when the order was placed and/or were wrongly estimated by the specialist (designer/architect, etc.) in terms of quantity.

#### **ARTICLE 5. ORDER CONFIRMATION**

**(1)** The order will be deemed as accepted by the Seller exclusively when the order confirmation is sent (signed and stamped) and / or issuing the proforma invoice and/or the sale agreement is concluded with the Buyer.

**(2)** The order confirmation sent by the Seller to the Buyer will expressly indicate that the sale is subject to these GSC, the Buyer having, as of the receipt of the order confirmation from the Seller, 2 business days to verify, review and negotiate these GSC.

If the Buyer, upon reaching the abovementioned time-limit, has no requirement in respect of the GSC, it is presumed that the Buyer has fully accepted the GSC.

**(3)** If the parties decide on certain amendments, as a result of the previously mentioned negotiations, such amendments will be made in writing and undertaken by the Parties.

This procedure also applies to the Sale Agreement concluded by the express acceptance of the Buyer's firm order, being also valid for the sale purchase agreements concluded between the parties, the Framework Agreements or the agreements concluded with the Dealers.

**(4)** The Seller reserves the right to refuse the Buyer's order, for example, but not limited to: if the Buyer is registered in the Seller's records with payments delayed beyond the due date and/or with overruns of the credit limit specified under the sale purchase agreement and/or if the Buyer makes amendments/revisions in respect of the order confirmation/ sale purchase agreement and/or as a result of the Seller's business decision.

#### **ARTICLE 6. CHANGE OF THE FIRM ORDER BY THE BUYER**

**(1)** The Buyer may change an order if such order is not already in production and only with the Seller's consent expressed by the acceptance of said change within 3 business days as of the Buyer's request. If the Seller does not accept such change and/or fails to give a response within 3 days, said change will not be effected.

**(2)** If, in addition to the products specified under Annex no. 1/Order Confirmation, the Buyer intends to place several other orders with the Seller, the sale price, the delivery period and other specific conditions of such additionally ordered Products may differ from the initial order.

**(3)** In such case, the Seller may unilaterally decide whether the additionally ordered Products are to be delivered under the same terms (for example, but not limited to: price, delivery terms, etc.) as the initial batch, expressly mentioning that it has no obligation in this respect.

**(4)** If, the properties and execution dimensions of the Products are not communicated/provided by the Buyer to the Seller, upon the order date or upon the execution date of the Sale Agreement, the Buyer must communicate/provide them to the Seller within no more than 30 calendar days. If the Buyer delays providing the execution dimensions beyond the previously mentioned time-limit and/or changes its mind with regard to the quantity and/or properties of the ordered products, the Seller will be entitled to issue an invoice and receive the equivalent value of the raw materials stocked for fulfilling the order/agreement, at the purchase price, the Buyer being obligated to pay such invoice within 10 calendar days as of its issuance date.

#### **ARTICLE 7. DELIVERY, FORWARDING AND TRANSPORT OF MATERIALS**

**(1)** The Seller undertakes to meet the delivery time agreed upon, a tolerance of 5 (five) calendar days of delay being, however, permitted. The actions which prevent or delay the manufacturing of products, such as, for example, strikes (including business strikes), work stoppages, fires, import prohibitions, delays in the delivery of the raw materials or limitations of energy sources and other event which may prevent or delay manufacturing, are conventionally deemed as unforeseeable circumstances, and the Seller will not be deemed responsible for any delay in delivery.

**(2)** If the Parties have provided for the payment of the price to be made in several installments or to be made fully or partially as an advance, the delivery time of the Products will be extended by the number of days of delay in the payment of any price/advance installment.

**(3)** Unless the parties have agreed otherwise, the Seller may perform partial deliveries.

**(4)** The Seller reserves the right to delay deliveries to the Buyer, if the Buyer is registered in the Seller's records with payments delayed beyond the due date and/or with overruns of the credit limit under the Agreement and/or if the Buyer makes amendments/revisions in respect of the sale and purchase agreement /order confirmation.

**(5)** In the abovementioned cases, the Seller may delay delivery as long as the delay causes subsist.

#### **A. DELIVERY TERMS**

**The delivery terms according to these GSC are valid for both internal and external deliveries and for national and international contracts.**

**In the case of internal deliveries, if one or more of the principles underlying the delivery terms mentioned below are incompatible with the factual situation (e.g.: import-export customs clearance fees), the Parties will not apply such principles.**

**The business terms (such as "EX Rm. Valcea", "delivered at Beneficiary") will be interpreted according to INCOTERMS 2010 published by the International Chamber of Commerce.**

**When placing an order according to the paragraphs above, the Buyer may choose one of the two methods of delivery:**

**(i). EX WORKS DELIVERY TERM**

**(1) Products are delivered at the Seller's terminal in Romania, Valcea County, Ramnicu Valcea Municipality, Stolniceni, 63 Uzinei Street.**

**(2) As of the handover of the Products, the risks are transferred to the Buyer,** the handover date being deemed as the day on which the Products are handed over to the Buyer or the forwarding company/carrier, at the Seller's terminal in **Romania, Valcea County, Ramnicu Valcea Municipality, Stolniceni, 63 Uzinei Street.**

**(3)** The signing of the Products forwarding note and/or of the CMR waybill by the Buyer's representative is deemed as the Buyer's express acceptance of the Products provided under the Agreement/Order, as well as of the invoice for such Products, and as the express acknowledgment of the debt thus created towards the Seller (even in the absence of the signing of the invoice).

**(4)** The Buyer undertakes to issue a power of attorney to the person who is to receive and load the Products, such person being deemed as the Buyer's representative in relation to the Seller, according to Article 1309(2) of the Civil Code, who validly binds the Buyer towards the Seller, as concerns the receipt and acceptance of the Products handed over by the Seller, in the quantity, range and type, quality and technical characteristics mentioned in Annex no. 1 to the Agreement/Order, and in the forwarding notes and carriage documents (including the CMR waybill), and may sign, for and on behalf of the Buyer, any of these documents, the signature of such person being fully binding upon the Buyer, without the need for the Buyer's stamp to be applied. The Buyer expressly states that it understands to exempt the Seller from any liability in relation to any effect caused by the failure to provide the power of attorney, the falsification thereof or the lack of congruence between the authorized person and the person present at the acceptance of the Products.

**(5) The transportation and unloading of the Products from the Seller's terminal to the location chosen by the Buyer will be performed by the Buyer at its risk and on its liability, the Buyer being exclusively liable for bearing all Product transportation and unloading related expenses.**

**(6)** The Products will be unloaded according to the Instructions for transport, unloading, handling, storage and maintenance for the product category, the Parties agreeing that the failure to comply with the rules, specified in the above-mentioned documents, results in the loss by the Buyer of the warranty for the delivered Products.

**(7)** The Buyer will be present (in person or by its representative) at the handover and acceptance of the Products.

**(8) Quantitative Acceptance and visible defects:** Potential claims regarding the quantity, palletization, packaging and/or labeling of the goods handed over will be raised at the time of the handover and will be recorded by the Buyer in the forwarding note and/or the CMR waybill for the Products; any other subsequent claim will not be taken into account.

**(9)** The signing without objections of the Products' forwarding note and/or of the CMR waybill by the Buyer entails the irrevocable and full acceptance of the delivered Products, in terms of quantity and potential visible defects.

**(10)The Buyer must inspect the goods at the time of the handover at the Seller's terminal** and inform the Seller on visible defects found, in compliance with the provisions of this Sale Agreement, otherwise, the Seller being deemed as having fulfilled its obligation to hand over the goods in terms of quantity, range and type and characteristics, as mentioned in order confirmation and/or Annex no. 1 and/or the Addendum to the the sale and purchase agreement

**(11)** The visible defects of Products, consisting of manufacturing defects (bent, scratched panels/ corrugated sheet etc.), must be notified by the Buyer to the Seller, by telephone, PRIOR TO THE LOADING OF THE TRUCK, the Buyer being obligated to await the arrival of the Seller's representative on site, in view of checking the accuracy of such claims.

**(12)**In the case set out under paragraph 11 above, the Buyer must take photos of the affected Products and draft documents ascertaining such defects.

**(13)**The Buyer's failure to follow this procedure exempts the Seller from any liability for the visible defects of the delivered Products, the Buyer being obligated to pay their equivalent value, according to Sale Agreement.

**(14)The qualitative acceptance of the Products is performed by the Buyer,** within no more than 5 business days as of the Products' handover and the signing of the forwarding note by the Buyer. A written notice regarding the qualitative inconsistencies of the Products will be given to the Seller within the abovementioned time-limit.

**(15)**Such notice regarding the qualitative inconsistencies of the Products must be mandatorily accompanied by photos of the defects. Subsequently to such Notice, within no more than 5 business days as of the receipt thereof, the Seller must reply to the Buyer and send one of its representatives at the Buyer's premises, for the purposes of drafting a mentions report regarding the qualitative inconsistencies of the Products.

**(16)**A claim will not be taken into account in the absence of photos of the defects and of the mentions report – signed in the presence of TOPANEL's representative on site.

**(17)**For international contracts, the EX WORKS term will be deemed as the EX WORKS term under INCOTERMS 2010.

#### **(ii). DAP DELIVERY TERM**

**(1)** The Products are delivered by the Seller at the terminal (place) indicated by the Buyer, according to Annex no. 1 to the Agreement/Order.

**(2)** The Buyer undertakes any liability in relation to the accurate indication of the delivery terminal, in this respect, the Seller being exempted from any liability in relation to the delaying of the delivery of the Products.

**(3)** The Buyer must ensure the access of the trucks to the loading place (asphalt, concrete or paved road in optimum conditions), as well as their exit from the site towards a public road.

**(4) As of the delivery of the Products, the risks are transferred to the Buyer,** the delivery date being deemed as the day on which the Products are made available to the Buyer for unloading.

**(5) The acceptance of the Products will take place at the location indicated by the Buyer and mentioned in order confirmation and/or Annex no. 1 and/or the Addendum to the sale and purchase agreement**

**(6)** The signing of the acceptance minutes and/or of the forwarding note for the Products and/or of the CMR waybill (carriage document) by the employees/collaborators designated by the Buyer is deemed as the Buyer's express acceptance of the delivery of the Products set out hereunder, as well as of the invoice for such Products, and as the express acknowledgment of the debt thus created towards the Seller (even in the absence of the signing of the invoice).

**(7)** In this respect, the Parties agree that the signature of the persons receiving the Products at the delivery place indicated by the Buyer, Buyer's employees/collaborators, are deemed by virtue of the Sale Agreement and of Article 1309(2) of the New Civil Code of Romania as the Buyer's representatives in relation to the Seller, who validly bind the Buyer towards the Seller, as concerns the receipt and acceptance of the Products delivered by the Seller, in the quantity, range and type and technical characteristics mentioned in the order confirmation and/or Annex no. 1 and/or the Addendum to the sale and purchase agreement, and in the forwarding notes and carriage documents or in the acceptance minutes, and may sign, for and on behalf of the Buyer, any of these documents, their signature being fully binding upon the Buyer, without the need for the Buyer's stamp.

**(8) The expenses related to the delivery of the Products (forwarding, loading, carriage - truck access area without movement/traffic restrictions) will rest with the Seller, and the expenses related to handling and unloading will exclusively rest with the Buyer. DELIVERY EXPENSES DO NOT INCLUDE AUTO ACCESS FEES IN CITY AND / OR AREAS WITH TRAFFIC RESTRICTIONS.**

**(9)** The unloading of the Products will be performed in compliance with the Instructions for transport, unloading, handling, storage and maintenance for the

product category, the Parties agreeing that the failure to comply with the rules set out under the above-mentioned documents will result in the loss by the Buyer of the warranty for the delivered Products.

**(10)** The Buyer will be present (in person or by its representatives) at the delivery (and unloading) of the Products and at their receipt.

**(11) Quantitative Acceptance and visible defects:** Potential claims regarding the quantity, packaging, palletization, labeling of the delivered goods will be raised at the time of the delivery and will be recorded by the Buyer in the acceptance minutes and/or in forwarding note and/or the CMR waybill (carriage document) for the Products; any other subsequent claim will not be taken into account.

**(12)** The signing without objections of the Products' acceptance minutes and/or forwarding note and/or of the CMR waybill by the Buyer entails the irrevocable and full acceptance of the delivered Products, in terms of quantity and potential visible defects.

**(13)** The Buyer must inspect the goods at the time of the delivery and inform the Seller on visible defects found, in compliance with the provisions of the Sale Agreement otherwise, the Seller being deemed as having fulfilled its obligation to deliver the goods in terms of quantity, range and type and characteristics, as mentioned in order confirmation and/or Annex no. 1 and/or the Addendum to the sale and purchase agreement.

**(14)** The visible defects of Products, consisting of manufacturing defects or damages resulting during the loading or carriage operations (bent, scratched panels/corrugated sheet, etc.), must be notified by the Buyer to the Seller, by telephone, PRIOR TO THE UNLOADING OF THE TRUCK, the Buyer being obligated to await the arrival of the Seller's representative on site, in view of checking the accuracy of such claims.

**(15)** In the case set out under paragraph 1 above, the Buyer must take photos of the affected Products and draft documents ascertaining such defects, which must also be mentioned in the CMR logbook of that transport or on the Products' forwarding note, as the case may be.

**(16)** The Buyer's failure to follow this procedure exempts the Seller from any liability for the visible defects of the delivered Products, the Buyer being obligated to pay their equivalent value, according to the Sale Agreement.

**(17) The qualitative acceptance of the Products** is performed by the Buyer, within no more than 5 business days as of the Products' delivery and the signing of the acceptance minutes and/or forwarding note and of the CMR waybill by the Buyer. A written notice regarding the qualitative inconsistencies of the Products will be given to the Seller within the abovementioned time-limit.

**(18)** Such notice regarding the qualitative inconsistencies of the Products must be mandatorily accompanied by photos of the defects. Subsequently to such Notice, within no more than 5 business days as of the receipt thereof, the Seller must reply to the Buyer and send one of its representatives at the Buyer's premises, for the purposes of drafting a mentions report regarding the qualitative inconsistencies of the Products.

**(19)** A claim will not be taken into account in the absence of photos of the defects and of the mentions report – signed in the presence of TOPANEL's representative on site.

**(20)** For international contracts, the DAP term will be deemed as the DAP term according to INCOTERMS 2010. Furthermore, for international contracts, all deliveries will be mandatorily accompanied by the CMR waybill (Waybill according to the 1956 Geneva Convention).

## B. PRODUCT ACCEPTANCE

**(1)** The Buyer shall be informed about the completion of the order processing through - "Advice Goods Ready"/" Handover Notice" - in order to prepare / submit / pay of the agreed payment instruments and/or to agree for delivery date within 3 business days as of the notice's date.

**(2)** Within 1 day from receipt of the notice, the Buyer is obliged to submit the proof of payment and/or to handover the payment instruments, as well as (if applicable) to reply in respect to whether it agrees with the date for handover of the Products.

**(3)** If the Buyer do not pay the due and/or fails to handover the payment instruments and/or fails to reply to the Notice given by the Seller or if it replies that it does not wish for the goods to be handed over/delivered, due to any reasons, at the date and time mentioned in the handover notice, then:

**a)** the Buyer will pay to the Seller a storage fee, in amount of 0,015EURD/sqm/day calculated based on the area of the panels/ corrugated sheet and/or 5 EURO / ton / day in the case of galvanized profiles C, U, Z, Σ, starting with the 10<sup>th</sup> day as of the receipt of the "Advice Goods Ready"/" Handover Notice" and until the handover of the Products or the termination of the Agreement/order;

**b)** upon the expiry of a 20-day time-limit as of the receipt by the Buyer of the "Advice Goods Ready"/" Handover Notice", the Seller will be exempted from any obligation in relation to the quality of the Products;

**c)** upon the expiry of a 30-day time-limit as of the receipt by the Buyer of the handover notice, the Sale Agreement is automatically terminated, without the fulfillment of any formality, the parties agreeing that the Buyer's placement in default results from its failure to fulfill the essential obligations to pay and accept the Products. In this case, the Buyer will owe to the Seller both the storage fee specified under letter a) above, and damages in an amount equal to the advance paid by the Buyer, to which the purchase price of the raw materials used by the Seller during the manufacturing of the Products not accepted will be added.

**(4)** The Buyer must be present, in person or by representative, for acceptance, at the date mentioned in the notice or at a subsequent date to be notified to the Seller, with the application of the provisions of item (3), letters a-c above.

If the Buyer or his/her representatives are late for the scheduled date and/or time interval for the operations of delivery and loading the products in the means of transport, the Seller is entitled to apply a penalty of EUR 100 for each instance of default. If, within a 30-day interval, 2 or more incidents occur, from the second instance of default, the penalty is EUR 250 for each such instance.

**(5)** If the Buyer is not present for the acceptance, the Sale Agreement is automatically terminated, without the fulfillment of any other formality, the parties agreeing that the Buyer's placement in default results from its failure to fulfill the essential obligation to accept the Products.

**(6)** In the case mentioned under paragraph 5 above, the Buyer will owe to the Seller both the storage fee, mentioned under paragraph 3, letter a above, if applicable, and damages in an amount equal to the advance paid by the Buyer, to which the purchase price of the raw materials used by the Seller during the manufacturing of the Products not accepted will be added.

**(7)** If the obligation of payment of the price is subject to a time-limit and, upon the execution of the Sale Agreement, the Buyer becomes insolvent, the Seller may suspend the performance of the obligation of handing over the Products, provided that the Buyer does not provide sufficient guarantees that it will make payment at the established date.

**(8)** If the Products are paid and the Buyer does not accept them and/or it does not wish for the goods to be delivered to it, due to any reasons, upon the expiry of a 30-day time-limit as of the receipt by the Buyer of the "Advice Goods Ready"/" Handover Notice", the Products not accepted will be declared scrapped/decommissioned by the Seller, and the Buyer loses the right to subsequently ask for the delivery thereof, as well as the right to receive the equivalent value of the Products not accepted; moreover, it will be obligated to pay damages in an amount equal to the advance paid by the Buyer, to which the purchase price of the raw materials used by the Seller during the manufacturing of the Products not accepted will be added.

**(9)** In case of the DAP delivery term, letter (A), item (ii), if the Buyer refuses in an unjustified or culpable manner to receive the Products, as well as if it does not ensure the Seller's access to the handover place, the Agreement/Order is automatically terminated, without fulfilling any formality, the parties agreeing that the Buyer's

placement in default results from its failure to fulfill the essential obligation to accept the Products. Moreover, the Seller is exempted from the delivery obligation, and the Buyer will be obligated to pay damages in an amount equal to the advance paid by the Buyer, to which the purchase price of the raw materials used by the Seller during the manufacturing of the Products not received, as well as the cost of transportation from the Seller to the Buyer and return, will be added.

**(10)** If, due to the inconsistencies found, the Buyer refuses to take over all or a part of the goods, the goods subject to refusal will be stored by the buyer under normal conditions of preservation and conservation, the Buyer being liable for their custody. Such storage will be performed during the period required for the Seller to check the existence of the inconsistencies found by the Buyer and to make proposals for their remedying, but no more than the time-limits set out under Article 12(18), letter d) of GSC.

**(11)** The products affected by inconsistencies will not be returned without the prior written approval of the Seller, which will mention the date schedule for return.

**(12)** The ownership right over the replaced products will pertain to the Seller, and the Buyer must return them to the Seller within 15 days as of its request, otherwise the Seller being entitled to issue an invoice for such products at the prices charged for second quality. The due date of the invoices issued based on this paragraph is the issuance date thereof.

#### **ARTICLE 8. PACKAGING**

**(1)** The Products are provided packaged, the packaging price being included in the products' cost.

**(2)** If so required, the marking will be done in compliance with the rules adopted by the Seller, unless there are other requirements from the Buyer which were agreed upon by the Seller.

**(3)** Any requirement of the Buyer, agreed upon by the Seller, in relation to the packaging or marking of the Products, in a manner other than the standard one, will generate additional costs for the Buyer.

#### **ARTICLE 9. TOLERANCES**

**(1)** Thermo-insulating panels generically called TOP are manufactured according to the standard and may have the tolerances admitted by the European standard EN 14509, the thermo-insulating plates THERMOTOP are regulated by the European standard EN 14308, and in the case of accessory products made from sheet plate the tolerance standard is ISO 2768-1 – the general tolerances of the parts made of metal sheet plate. For products with one or both sides smooth, the Seller mentions that the panels are manufactured within the limits of the tolerances admitted under the abovementioned standards, which means that it does not guarantee perfect flatness.

**(2)** The following inconsistencies may occur during the manufacturing process, however, such inconsistencies are not flaws and, consequently, it cannot refuse to receive such goods:

**a)** in the case of partial deliveries for orders and/or additional orders/supplementations and / or if the agreements sets forth the delivery of several different products (different types of wall or roof panels), as well as the tin plate items required for mounting, having the same RAL color, it is possible to use in the manufacturing flow several roles of sheet plate. In these cases, there may be differences of shade between different lots of sheet plate manufactured at different dates, even if the products are identical in terms of RAL code.

**b)** during the manufacturing process, gaps in the polyurethane volume of maximum 0.5% of the volume may occur;

**c)** in the case of roof panels with inner support made of fiberglass or bituminized cardboard reinforced PVC, on the side with the abovementioned materials, non-flat and non-uniform areas on the polyurethane foam support may occur, i.e. wrinkles, streaks or bubbles facing inward, as a result of the manufacturing process, without influencing in any way the physical and mechanical properties of the panels.

**d)** in the case of sandwich panels with core insulation - polyisocyanurate (PIR), especially in dark or metalized colors, but without excluding light colors, there is the

possibility of the blistering phenomenon (unevenness of metal surfaces). In such situations, Topanel reserves the right to choose as first option of remediation - perforation of unevenness. The buyer will accept unconditional remedial option mentioned above, any other options being discussed and determined later drilling operations, if needed.

As a manufacturer, the recommendation of TOPANEL is to opt for a 0.60 mm thick sheet, for the outer panel support, in order to considerably reduce the occurrence of unevenness. If the Buyer decides to place the order with different thicknesses for the metal support outer sheet compared to the ones recommended by the Seller, the Buyer understands to assume full responsibility and exempt the Seller from any liability concerning any effects caused by the blistering phenomenon.

**e)** the total width of the panels will be measured at a 30 cm distance from the end of the panel for the proper verification of width.

**(3)** C,U,Z,Σ, galvanized profiles are manufactured according to the EN 1090-1:2009+A1:2011 si EN 1090-2:2009+A1:2011 standards and may have the tolerances admitted by EN 10346:2009 si EN 10143:2009 standards for the raw material, as well as EN 10162:2003 for dimensions.

**(4)** One or more of the following inconsistencies may occur during the galvanizing process and may be observed on the profile surface: Large grit, fingerprints, scratches, pores, variations in the appearance of the surface, black points, striae and low passivation lines, shiny crystals of different sizes, however, such inconsistencies are not flaws and, consequently, it cannot refuse to receive such goods

**(5)** Self-supporting corrugated sheets are produced in accordance with SR EN 14782:2006 standard. They comply with the dimensional tolerances required by SR EN 508-1: 2008 and EN 10346: 2009 standards.

**(6)** In the process of profiling/bending flat/coil sheet it may appear inconsistencies on the surface of corrugated sheets (by example but not limited to: scratches) in ≤1% of the total surface of the product, however, such inconsistencies are not flaws and, consequently, it cannot refuse to receive such goods

**(7)** The Buyer accepts the tolerances mentioned in the catalogues and/or in the Seller's technical specifications (last edition) and/or the applicable international standards.

#### **ARTICLE 10. TRANSFER OF OWNERSHIP. CONTRACTUAL LIABILITY**

**(1)** The Buyer will acquire the right of ownership over the products once it makes full payment of the agreed price.

**(2)** For their failure to fulfill all or a part of or their improper fulfillment of the obligations set out under the sale and purchase agreement/order confirmation, the parties owe penalties under the following conditions:

a) If the delivery time-limit is not met, the Seller will owe delay penalties in amount of 0.15% per business day of the amount, exclusive of V.A.T., of the undelivered products as of the first day upon the expiry of the tolerance time-limit according to the GSC; The delay penalties cannot exceed the value of the amounts collected by the Seller from the Buyer, according to the Agreement/Order.

b) If the Buyer fails to fulfill its payment obligation, in the amount and at the time-limits set out hereunder, it will owe to the Seller delay penalties in amount of 0.15% per business day of the amount, exclusive of V.A.T., of the sale and purchase agreement/order confirmation to which the foreign exchange differences related to the delay period will also be added.

**(3)** Delay penalties will also be applicable to the extensions of the payment term granted to the Buyer by written agreement by the Seller or by the decision of the competent court of law. Accordingly, delay penalties are calculated and due under art 10. par. (2) letter b) above mentioned including if the Seller grants the Buyer, in written form, with a grace period for the purpose in fulfillment of payment obligations. In this case, the Seller expressly agree to a temporary narrow of his right or start the judicial procedures for the recovery of the debt, as well as of the right to unilateral termination of the Sale Agreement until the grace period is reached, but these do not affect his other rights deriving from the Contract.

(4) The payment of the delay penalties does not entitle the Buyer to delay the payment of all unpaid amounts.

(5) If the Buyer fails to make the payment of the price, within the agreed time-limits, the Seller may either (i) request the termination of the agreement and the return of the sold Products, retaining what was already paid as damages, being also entitled to the full recovery of the damage (irrespective of its nature) caused by the Buyer by its failure to perform the Agreement (ii) and/or request the performance in kind of the Agreement, (iii) or exercise any of its rights set out under the applicable laws

(6) In all circumstances, the Seller's liability will not cover indirect damages, collateral damages (unrealized gains) or damages which cannot be foreseen, neither the Buyer's loss of profit and/or other resulting losses or damages, sustained, directly or indirectly, by the Buyer or by any other person.

(7) The Buyer will not oppose to and will not prevent the Seller from accessing the goods and collecting the unpaid Products.

(8) It is expressly specified that, irrespective of the method of performance or termination of the Sale Agreement, the Buyer is not entitled to any right of retention of the Products.

## ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS.

(1) All and any intellectual property rights in respect of the Products, technical documentations and any other documents or products used by the Seller, as well as any intellectual property rights in respect of know-how, method of execution, conceptual design, trademarks, logos, drawings used by the Seller within its activity are the exclusive property of the Seller.

(2) The Buyer undertakes to observe such intellectual property rights and it is not entitled to copy, modify, replicate any Product, based on different techniques, reconstruction, demounting, reverse engineering, etc. The same restriction also applies to the technical documentation of the Products, as well as any part and/or assembly therefrom.

(3) Furthermore, the Buyer is not entitled to delete, modify or destroy the trademarks, logos, identification numbers, product codes or any other documentation in relation to the Products.

(4) Any such use conflicting with this clause will be deemed by the Seller as an offence and will be subject to a criminal complaint lodged with the competent investigation bodies.

(5) Moreover, if it breaches the abovementioned obligations, the Buyer will fully indemnify the Seller, by covering any type of damage caused (direct, indirect, material, moral, etc.), being also obligated to pay damages in amount of EUR 200,000.

## ARTICLE 12. WARRANTIES

(1) If the delivered Products are affected by visible defects, the parties agree that, pursuant to the warranty obligation, the Seller must replace such goods, within 20 business days as of the date when such flaws were found by the Seller's representatives, provided that the obligations undertaken by the provisions regarding Quantitative Acceptance and visible defects are met.

(2) The Buyer must inspect with due care each product prior to its installation/mounting; in this respect, the Seller will not bear the expenses related to the installing / uninstalling / reinstalling of the inconsistent products.

(3) The existence of goods affected by defects does not preclude the Buyer's obligation to receive the other delivered goods or to fulfill other obligations of the Sale Agreement. The Seller will replace/indemnify only the non-compliant goods.

(4) In the case of hidden defects, the warranty period is calculated as of the invoice date and is of:

- a) 3 (three) years for thermo-insulating panels generically called TOP
- b) 3 (three) years for C,U,Z,Σ, galvanized profiles
- c) 2 (two) years for self-supporting corrugated sheets
- d) 12 (twelve) months for THERMOTOP thermo-insulating plates
- e) maximum 12 (twelve) months for accessory products, based on the warranty received from the supplier.

- f) 2 (two) years for sealing elements and EFC opening mechanisms
- g) 5 (five) years for polycarbonate and 2 (two) years for sealing elements of modular skylights and / or canopies;
- h) 5 (five) years for folded skylights

(5) In case of panels and/or self-supporting corrugated sheets, the warranty applies when the area affected by damages is of minimum 25% of the total area/quantity of the products.

(6) During the warranty period, should it find hidden defects, **the Buyer must give written notice to the Seller with respect to such defects within 2 business days as the date they were found**, under the penalty of losing the warranty.

(7) If the Seller considers that the Products have defects, it is exclusively obligated, at its sole discretion, to either (i) remove the defects found or to replace the Products or to reimburse their value, or (ii) to decrease the price or to annul such agreement, if the price was not already paid by the Client.

The Seller's liability will not cover indirect, collateral (unrealized gains) or unforeseeable damages nor the Buyer's loss of profit occurring as a result of manufacturing deficiencies, potential market losses or any similar reason and/or other resulting losses or damages sustained, directly or indirectly, by the Buyer or any other person. The amount for which the Seller may be held liable based on its warranty obligation cannot exceed the invoiced amount of the delivered Products.

(8) The Parties agree that the Seller's liability for defects is removed, and the Buyer cannot claim warranty for such goods, in the following cases:

- i. If the warranty claim is made outside the warranty period.
- ii. If the Buyer does not follow the Instructions for transport, unloading, handling, storage and maintenance for the product category and the mounting time-limit with respect to the Products, as mentioned under Annexes to the Agreement;
- iii. If the Buyer does not use during the mounting of the thermo-insulating roof panels aluminum clamps and/or fastening items indicated by the designer and/or specified in the "closing project" for the premises;
- iv. If the Buyer fails to comply with the condition regarding the products' use in chemically non-aggressive environments (including animal enclosures or saline environment, if such products are not designed and/or recommended for this type of activity) and/or regarding their cleaning with chemically non-aggressive materials and products;
- v. if, during the mounting of the products, the Buyer or its agents, use welders and/or cutting techniques which may deteriorate the protective layers and the layer of paint of the products or which may result in metal and/or other type of residues, such residues must be cleaned immediately after the completion of the operations performed. Any complaints regarding the deterioration of the protective layer and/or of the layer of paint or the impregnation of the residual material on the surface of the thermo-insulating products (scratches, rust stains, etc.) will not be taken into account.
- vi. If the Buyer uses the goods for purposes other than those generally admitted for such goods (those officially declared by the Seller in catalogues, datasheets or technical specifications);
- vii. If the Buyer performed repairs or any other interventions on the products, without the Seller's prior written approval; in such case, the goods will no longer be covered by warranty, and the Seller cannot be obligated to pay any amount resulting from the performance of certain repair works or other interventions over the goods by the Buyer;
- viii. any other improper or culpable use of the Products by the Buyer;
- ix. the Seller is not liable for defects resulting from the improper storage and/or handling of the products. The Products must be stored and handled under the conditions indicated by the Seller or, in the absence thereof, the products must be kept at least in compliance with the generally accepted practices for that type of products. The failure to comply with the following minimal storage rules results in the loss of warranty:

- the packages of thermo-insulating panels will not be stored directly on the ground nor in piles of over 2 (two) pallets on a row;
- the support plan must be compatible with the shape of the thermo-insulating panels;
- the packages of thermo-insulating panels must be stored so as to allow for the draining of the water, especially if such packages are stored outdoors (reduced inclination / minimum 5%);
- if storage is not followed shortly by mounting (2 weeks), it is recommended that the packages of thermo-insulating panels be covered with protective webs (foils);
- it is mandatory to remove the protective foil within 7 days as of the mounting of the thermo-insulating panels;
- it is prohibited to store accessory products (e.g. tin items, screws, etc.) directly on the ground.
- The THERMOTOP thermo-insulating plates will be stored in their original package, in covered areas, on wooden grates (pallets), clean, ventilated, not exposed to sunlight, heat and fire sources, corrosive substances and sharp hard objects. Long exposure to high temperatures may cause the foam or sides to deform without sublimation. Absorption of humidity following direct exposure to or contact with humid surfaces modifies the stability of the sides causing the loss of flatness.
- The THERMOTOP packages will be placed on completely woven layers (the successive layers are pointing towards perpendicular directions) Piling on edge to be avoided.
- Moisture condensation between metal sheets or caused by other objects in contact with the surface of product can lead to the appearance of white rust under the paint. Therefore, it is weakened the coating adhesion. For this reason the products must be stored in dry and warm conditions.

#### **(9) THE WARRANTY DOES NOT COVER:**

- i.** the failure to comply with the condition regarding the products' use in chemically non-aggressive environments and/or regarding their cleaning with chemically and/or mechanically non-aggressive materials and products. As an example, the warranty does not apply if the upper layer was damaged by staining or discoloration caused by chemical products applied for protection/decoration (paint, thinning agents), window blinds at skylights, metal gutters unprotected against corrosion, slaked lime products, mortars or cement plastering; chemically charged weather conditions; tin items from metal untreated against corrosion; processed wood scrap / branches, landed accidentally on the roof, from the neighboring buildings and trees.
- ii.** occurrence of corrosion or other effects due to causes originating from inside the building;
- iii.** products which came into contact with metals allowing corrosion (e.g. copper or copper objects), wet concrete, wet timber or the ground and/or the aluzinc/ zinc-coated sub-layer of the product comes into direct contact with the lead from a wet environment or copper or the dampness with copper oxides comes into direct contact with the product;
- iv.** roofs with a slope under 7%
- v.** during installation, storage and use, direct contact with wet concrete, copper, soil or other corrosive materials or prolonged contact with water was not avoided.
- vi.** the appearance of the zinc hydroxide (white rust)
- vii.** the warranty does not cover the damages caused by the failure to use the accessories recommended by the Seller.
- viii.** the damages such as scratches, strokes, cracks, ruptures, bending, physical/mechanical deformations which did not exist at the date of the products' reception.

- ix.** unauthorized interventions on the products (cuts, abrasive cut-outs) which in contact with the product (inner or outer support made of pre-painted metal sheet) may accelerate corrosion by the phenomenon called galvanic couple.
- x.** damages caused by external factors: floods, earthquakes, fires, mechanical shocks, thermal shocks, corrosive fumes, etc.
- xi.** use of the products in highly corrosive or chemically affected environments (e.g. high concentration of salt, atmosphere with a high content of ammonia, continuous contact with water and corrosive substances, chemical substances, smoke, cinder, soil, animal-based fertilizers, etc.) and/or, in particular, use of the panels in the marine environment (at a distance of less than 5 km from the coast), use of the panels in a highly industrial environment (in proximity to cement, paper factories, distilleries).
- xii.** occurrence of deformations (detachment of the metal sheet, settling of the thermo-insulating material, non-flat and non-uniform areas, bending, elastic deformation in the joining area, etc.) of the wall thermo-insulating panels with normal (visible) attachment, if such panels are mounted horizontally.
- xiii.** performance of cutting operations on the products, by using an abrasive disk, welders and/or cutters, resulting in metal and/or other types of residues, which were not cleaned immediately after completion, and/or sparks/flames, which affected the support made of pre-painted metal sheet and/or the insulating core. Any claim regarding the impregnation of the residual material on the surface of the product (scratches, rust stains, etc.) are not covered by warranty.
- xiv.** Products have suffered damages caused by the unstable roof structures, on which the products were mounted, or by any subsequent dislocation and movement of such structures.
- xv.** The Beneficiary used the products, after discovering a defect, which it did not notify in writing to TOPANEL, or if the Beneficiary refuses to allow TOPANEL's representatives to examine the products in order to determine the nature of the defect.
- xvi.** The claimed defects occurred due to extreme weather conditions (e.g. hail, storm, etc.), natural disasters and events of force majeure (e.g. war, revolt, fires, etc.).
- xvii.** Defects caused by inadequate construction and/or mounting works, incorrect maintenance works, repair works unauthorized by the Seller or changes made without the Seller's consent, and/or due to errors in design/mounting which exceed the generally accepted methods for the product's installation/mounting. It is expressly acknowledged that the Seller is not responsible for any problems arising due to foundation or flaws of the land on which construction is executed. Also, the liability for defects of structural framework project is the responsibility of designers/civil engineers who have sign and countersign the projects.
- xviii.** Exposure to sunlight and / or extreme weather conditions may eventually cause visible imperfections in the appearance of the panel outer support made of pre-painted metal sheet, especially in the case of choosing dark colors. Thus, there may be: stains appeared on the surface of the products; aging of the coating layer, non-flat and / or unevenness areas of the metal sheet support, resulting from metal expansion / contraction. The severity of such phenomena depends on the geographical location of the Beneficiary's premises, the ambient air quality and other local factors which cannot be controlled by TOPANEL. The loss of color intensity following ageing as well as metal's dilation and / or contraction (panel's sheet support) are natural phenomenon and generated to products due to such these causes is NOT covered by the warranty.
- xix.** Application of the THERMOTOP thermo-insulating plates in weather conditions other those specified: i.e. dry weather, without rain, at temperatures between +5 and +25, with a maximum relative humidity of 75%.
- xx.** The damages such as scratches, strokes, cracks, ruptures, bending, physical/mechanical deformations occurred during loading if the products are not packaged in a complete pallet and / or if the means of transport has no lateral loading capacity.

(10) It is recommended to install the products immediately after their delivery at the site. The protective foil with which the sides of the panels are protected must be removed immediately after their installation, but no later than 60 days as of the date of delivery of the panels. Moreover, when mounting them, the protective foil of the metal sheet next to the joints must be removed. If these rules are not followed, the Seller will not accept claims in relation to this matter or to potential stains resulting from the storage of the piles in a humid environment and the failure to remove the protective foil (in which metal micro-particles may exist) within the recommended timeframe.

(11) The Seller will not be liable for the actions/inactions of the Buyer/its' agents, which are not consistent with the experience of persons working in the field.

(12) Claims may be rejected by the Seller if the Buyer refuses to cooperate as concerns the inspection and assessment of the notified defects.

(13) The products which are subject to claims must be made available to the Seller in the condition in which they were delivered, as well as based on any other specific instructions provided by the Seller.

(14) If the objections prove to be ungrounded, the Seller will charge inspection fees and potential third-party assessment fees.

(15) The Seller does not undertake any liability for any repairs made by third parties.

**(16) The warranty is conditional upon:**

a) the mounting of the panels within no more than 60 days as of the manufacturing date and 180 days for the other products sold by Seller. The Beneficiary must prove with (official) documents the purchase of the product and the carrying out of the mounting within 60/180 days as of the manufacturing date.

b) compliance with the Instructions for transport, unloading, handling, storage and maintenance for the product category

c) In the period between sale and mounting, the product did not suffer damages or destruction.

d) full payment of the claimed products and compliance with the terms and conditions set out under the purchase agreement.

**(17) Claim submission and procedural matters**

a) Any claim will be made in written form within 2 business days as of the date at which the hidden defects were found, and accompanied by documents certifying the purchase of the product and its mounting within 60 days as of the manufacturing date.

b) The Beneficiary will allow TOPANEL's representative and/or its agents to access the products which are the subject matter of the claim for examination purposes.

c) For granting the warranty, the Beneficiary will allow free access on the site (if applicable) and/or within the premises of the buildings in order to determine whether the product handling, storage and mounting conditions were complied with.

d) Any objection, complaint, legal proceedings or action resulting from this certificate or which is related to the products will be analyzed by TOPANEL within 20 business days. The Beneficiary may make an additional complaint, within 20 business days as of the date at which TOPANEL took the required measures or responded to the Beneficiary that the complaint was ungrounded. Otherwise, the Beneficiary must accept the solution initially offered by TOPANEL or agree that the complaint is not covered by the warranty. In any of such cases, the Beneficiary will lose the right to raise any complaint with respect to the matters in relation to which the Supplier has already issued an official standpoint.

(18) The replacement or remedying of the products deemed as defective by TOPANEL will not extend the validity term initially granted for the products covered by this warranty.

(19) TOPANEL reserves the right to change or improve the products, without giving prior notice to the end beneficiaries, and will not be liable towards them for discontinuing certain products or for replacing other with better products. If TOPANEL replaces a product, falling under the scope of this warranty, it may, at its sole discretion, use other similar TOPANEL products, with the same quality and price, if the product to be replaced is no longer in the standard offer or it was subject to changes.

(20) The warranty certificate and/or the Declaration of performance and/or the Certificate of conformity and/or the sale and purchase agreement are the only authentic documents issued by TOPANEL, as concerns the warranty for the products. Any other additional documents, which include warranties, are not taken into account. The distributors, dealers and installers of TOPANEL products are in no way authorized to extend or amend the terms of this warranty.

(21) The warranty provided under these terms of sale does not apply to products purchased by the Buyer in full knowledge of the clause regarding the presence of visible defects and deformations and/or to products invoiced and/or clearly marked with the label "second quality".

(22) According to the provisions of art.5 letter a) from the Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products, the Manufacturer, and also the Seller, refrain from drawing up a declaration of performance to the Buyer and/or other similar documents regarding the individually manufactured or custom-made in a non-series process in response to a specific order, and installed in a single identified construction work, while the responsibility for the ordered specific products is exclusively of the Buyer/and or the designer, architect, as well as of the persons those responsible for the safe execution of the construction works designated under the applicable national rules (for example: economical zinc profiles).

#### **ARTICLE 13. PRICES. PRICE ADJUSTMENT (applicable to Framework Agreements or agreements concluded with Distributors)**

(1) The price of the products is denominated in EURO, VAT not included, and it is specified in the agreement/Order/ Annex to the Agreement. The exchange rate is predetermined and indicated as such in the sales purchase agreement/order confirmation. If a predetermined exchange rate is not foreseen, the payment shall be made at the RNB (Romania's National Bank) exchange rate of the payment date + 1.5%. Any discrepancies between the rate at the date of invoice and the RNB exchange rate + 1.5% / the predetermined rate of the payment date shall be settled by issuing an exchange rate invoice. The exchange rate differences between the invoice date and the payment date shall be calculated in favor of both parties

(2) The Seller reserves the right to modify the general price lists, by giving a 15-day prior notice to the Buyer. The new price list will be an Annex to the agreement/order as its notification date and will apply as of the first order after the effective date (date which will be specified within the Annex).

(3) The modification of the price list will not apply to orders in progress.

(4) The modification of the price list by the Seller does not entitle the Buyer to ask for the termination of the agreement /order.

#### **ARTICLE 14. METHODS OF PAYMENT**

(1) The method, installments and payment dates are established in the agreement /order.

(2) If no payment date was established, the price will be paid as follows:

a) the advance - regardless of amount or full payment in advance = within 2 calendar days from the date of signing the sale and purchase agreement /order confirmation

b) the rest of the payment = within 3 business days as of the Advice Goods Ready/ Handover Notice`s date., i.e. prior to the delivery of the goods.

(3) The receipt by the seller of the amounts paid based on the Buyer's order does not constitute its acceptance. If it does not receive the confirmation delivered by it to the Buyer signed and stamped from the latter, the Seller will return the received amounts, without interest.

(4) Any payment made by payment order will only be deemed as received when the Seller's account is credited. If the payment date is a Saturday or a Sunday or a public holiday in Romania, the Buyer will take all measures necessary so that the payment is received by the Seller during the business day preceding such Saturday, Sunday or public holiday.



(5) If, due to different reasons (e.g. failures of the banking system, etc.), the Seller's account was not credited with the amounts paid by the Buyer, the obligation of payment of such amount does not disappear, the Buyer being obligated to satisfy such obligations, with all matters it involves (and this may result in the delaying of the order production).

(6) The Seller reserves the right to set-off the Buyer's debts and use its payments for the invoices which remained unpaid for more than 30 days, plus interests or penalties, in the following order: costs, interest/ penalties, amount owed. The Buyer will not be entitled to refuse payments or set-offs, not even if a dispute occurred between the parties. In the event of delayed payments, the Buyer will not be able to receive the goods. The above provisions will apply notwithstanding the damages and indemnities which may be claimed by the Seller against the Buyer.

(7) In the event of a delay in the payment or performance of any obligation by the Buyer or if the Seller is concerned about the solvency or creditworthiness of the Buyer, and the Buyer is not ready to make advance payments or to provide the Sellers with guarantees, according to its request, the Seller is entitled to terminate the agreement or to postpone, without the Buyer's consent, the performance of such part of the agreement which was yet to be performed; in this case, all due amounts owed by the Client, as well as those which are not due yet, become immediately payable, without the Seller having to give notice and without the Buyer's placement in default.

(8) All bank fees, save for the Seller's bank fees, will be borne by the Buyer.

(9) The invoices will be sent to the Buyer via e-mail and/or by fax and/or registered mail/courier, at the addresses mentioned in the introductory part of the agreement/order or at the addresses notified at a later date.

(10) If no maturity date has been set, the invoice shall be paid within 2 calendar days of the issue (valid also for proforma).

(11) The invoice is deemed as being received on the first business day following the day on which it was sent, when delivered by e-mail/fax, and, if the notification is performed by mail, the invoice is deemed as being received by the recipient at the date mentioned by the receiving postal office on such confirmation.

(12) However, given that all the elements necessary for payment are contained in the sale and purchase agreement/order confirmation the Buyer is obliged to pay any amounts due at maturity, whether or not receiving appropriate invoice. The buyer cannot claim the lack of invoice's receipt from the seller as an argument to justify the delay / failure to pay (in whole or in part).

(13) The invoice is sent without stamp and signature according to Law no. 227/2015 on the Fiscal Code.

(14) The Buyer will return a signed and stamped copy of such invoice within 3 (three) days as of its receipt.

(15) Potential objections regarding the amount of the issued invoice may be notified to the Seller, by mail or by fax, within 72 hours as of the receipt of the invoice by the Buyer.

(16) The failure to raise such objections within the abovementioned time-limit represents the implicit acceptance of the invoice(s) by the Buyer.

(17) If the delivery of the Products is exempted from VAT – due to intra-Community sales or to the export destination of the delivered Goods, and the Buyer takes over the Delivery at its risk and expense for all or a part of the forwarding or carriage activities (EXW delivery term), the Seller will only be obligated to apply the VAT exemption if the Buyer provides substantial evidence (carriage document: CMR, consignment note, CIM, declaration of export, etc.) regarding the forwarding or transport to the country of destination.

(18) Upon the Seller's request, the Buyer will provide the Seller, within 5 business days as of the receipt of its request, with the following:

a) a copy of the invoice for the delivered goods,

b) a copy of the forwarding note/delivery note or of the carriage document containing the confirmation of the delivery of the goods.

(19) If the deadline (as specified in paragraph (14)) is not met, the Seller is entitled to apply to the Buyer penalties of EURO 100 for each day of delay. Nevertheless, the

penalties cannot exceed the amount of the VAT owed for the delivery's amount, denominated in Euro.

(20) The Buyer must immediately inform the Seller (within 1-3 days) with respect to:

- The change of the Buyer's VAT number for intra-Community transactions;

- The change of the Buyer's company name and address.

- The modification of the buyer's tax identification numbers.

#### **ARTICLE 15. FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES**

(1) The Parties' liability is not incurred when the damage is caused by an event of force majeure or by unforeseeable circumstances, as defined by Article 1.351 of the New Civil Code of Romania.

(2) The party claiming an event of force majeure or unforeseeable circumstances must notify the other party, within 5 days, with respect to the occurrence of the event and take all available measures in view of limiting its consequences.

(3) If, within 30 days as of its occurrence, such event does not cease, the parties are entitled to notify the automatic termination of this agreement without any of the parties being able to claim damages.

#### **ARTICLE 16. NOTICE**

(1) The parties understand that any notice addressed by one of the parties to the other party is validly fulfilled if sent at the address/offices specified in the introductory part of this agreement.

(2) If the notice is sent by mail, it will be delivered by registered mail with acknowledgment of receipt (A.R.) and it will be deemed as received by the recipient at the date mentioned by the receiving postal office on such acknowledgment.

(3) If the notice is sent by e-mail or telefax, it will be deemed as received on the first business day following the day of its sending.

(4) Verbal notices will not be taken into account by any of the parties, if not confirmed by one of the methods set out under the previous paragraphs.

#### **ARTICLE 17. LANGUAGE, JURISDICTION AND GOVERNING LAW**

(1) These GSC are drafted in the Romanian language. The translation of these GSC in the Bulgarian, English, Hungarian, Russian and Serbian languages has the sole purpose of conveying the mutual contractual obligations, and, in spite of the accuracy of the translation, the original text of this document was drafted in the Romanian language, reason for which, in the event of a conflict between the Romanian version and the foreign language version, the Romanian version will prevail.

(2) A copy of this text in one of these languages may be obtained upon request or may be accessed on TOPANEL's website: <https://www.topanel.net/documentation.html> This possibility is also expressly set out under the offer form, order form, order confirmation and invoices issued by the Seller, as well as in the product catalogues.

(3) The Parties will make, in good faith, all reasonable efforts to amicably settle any dispute resulting from or in relation to Sale Agreement.

(4) The Sale Agreement was concluded and shall be governed by and construed in compliance with the Romanian laws.

(5) In case of impossibility of amicable settlement of the conflicts, divergent, disputes or controversy arising out of or in connection with the Sale Agreement, including conclusion, execution and/or termination of the Sale Agreement, those shall be settled by the competent courts of law of the Bucharest Municipality (Romania), jurisdiction and venue of the court being jointly established through parties' convention, namely the competent courts of law on the working point of the Seller / Provider in the territory Bucharest Municipality (Romania).

#### **ARTICLE 18. PROTECTION OF PERSONAL DATA**

(1) Protection of your personal data is important to us; therefore we pay special attention to the protection of the personal data of all those with whom we conduct commercial transactions in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural

persons with regard to the processing of personal data and on the free movement of such data ("GDPR").

TOPANEL processes personal data for legitimate purposes, as explained below. The processing of personal data is done by mixed means (manual and automatic), in compliance with the legal requirements and under conditions that ensure the security, confidentiality and respect of the rights of the data subjects.

**(2)** In general, we only record personal data that you disclose when you buy our products or when processing your registration during service usage (for example, load time schedule application). Personal data are business contacts exclusively: name, surname, function, e-mail address, work phone number, work address, company / organization name or billing details: name and surname / company / company name, home address, fiscal code, email address, phone, bank account.

The legal basis for collecting these data is our legitimate interest (Article 6 (1) of the GDPR) to provide best quality services or fulfill the terms of a commercial contract (Article 6 (1) (b) GDPR).

**(3)** In the context of implementing your contract with you, it may be necessary to disclose additional data such as driver's name and surname, delivery address, contact phone number, auto registration number (upload schedules at <https://www.topanel.ro/programari>) and so on. The legal basis for collecting these data is the fulfillment of the terms of a commercial contract, in accordance with Article 6 (1) (b) of the GDPR.

**(4)** TOPANEL will treat this data in full confidentiality, respecting the legal provisions on data protection. In principle, TOPANEL will not disclose such information to third parties without your permission, unless it is necessary for the implementation and execution of the contract / order, for the delivery of the products or for a legal permit

**(5)** In case of late payment, we can delegate a debt recovery agency or a lawyer to collect the outstanding debt. For this purpose, the necessary data will be provided and used in accordance with all data protection guidelines.

**(6)** According to the requirements of Regulation no. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, OPANEL is required to manage safely and only for specified purposes, the personal data you provide about yourself, a family member or another person. Everyone has the right to refuse the transmission of data, but this action leads to the suspension of the services offered by TOPANEL to the person concerned and / or to the impossibility of fulfilling the contract.

**(7)** The rights of the data subjects are highlighted in the privacy policy (available at the following address: [https://www.topanel.net/files/Politica\\_de\\_confidentialitate.pdf](https://www.topanel.net/files/Politica_de_confidentialitate.pdf)) which is an integral part of the present GSC.

## ART.19 OTHER PROVISIONS

**(1)** Amendments. These GSC may be subject to changes at the exclusive initiative of the Seller and/or by the agreement of the Parties under an addendum to the Agreement, signed by both Parties accordingly.

**(2)** Hardship. The Buyer expressly undertakes the risk regarding the change of the circumstances of the Agreement and irrevocably waves the right to claim hardship.

**(3)** Partial nullity. If any of the provisions of these GSC is or becomes, at a given time, null, illegal or inapplicable due to any reason, such provision will be deemed as being separate from the rest of the provisions, and the validity, legality or applicability of the remaining provisions will not be affected or harmed whatsoever.

If the invalid, illegal or inapplicable term or provision may become valid, legal or applicable subject to reasonable amendments, such invalid, illegal or inapplicable term or provision will be amended to a minimum in order to become valid, legal or applicable. If the separation or amendment of any such part of the Sale Agreement affects any other rights and/or obligations of the Parties, the Parties will make reasonable efforts to replace any invalid, illegal or inapplicable term or provision with

a valid, legal or applicable term or provision, which will reflect as close as possible the initial intention of the Parties.

**(4)** Waivers. Any term or condition herein may at any time be subject to a waiver by the Party entitled to benefit from it, however, no such waiver will be effective, unless it is set out in a written document and signed accordingly by or on behalf of the Party waiving such term or condition.

No waiver by a Party to any term or condition herein, in one or several cases, will be deemed or construed as being a subsequent waiver to that provision or condition or to any other provision or condition of these GSC.

**(5)** Agreement Assignment. Subcontracting. The Buyer cannot assign its rights and obligations under the Sale Agreement, unless the Seller gives its prior written consent. The Seller may subcontract the fulfillment of certain obligations, without the need for any prior formality, and is entitled to guarantee towards its financiers with the claims resulting from the execution of the Sale Agreement. Furthermore, the Seller may and is entitled to assign any right of claim without the need to fulfill any formality, the assignment being binding upon the Buyer as of the date it is given notice according to the Civil Code.

**(6)** The Sale Contract terminates under the following situations:

**a)** as a result of the termination by the Buyer, in the event that the Seller out of his sole fault fails to fulfil his essential obligation to deliver the goods mentioned in Annex no. 1. In this case, the Buyer will notify the Seller in writing of the non-fulfilment of the obligation and will allow him 30 days within which to fulfil their obligation to deliver the Products. If, on expiry of the 30-day period, the Seller has not fulfilled his obligation to deliver the Products, this Contract will be resolved by law without further formality, the Seller being obliged to return the advance received to the Buyer;

**b)** as a result of the Seller's termination, if the Buyer does not fulfil any of the obligations assumed, in the amount, manner and terms stated in this Contract or in the GSC. Failure by the Buyer to fulfil any obligation under the sale and purchase agreement/order confirmation or the GSC makes it lawfully in delay on the date of any such non-fulfilment, without any formalities required by the Seller to do so. Failure to perform or improper execution by the Buyer is sanctioned in accordance with the GSC 's provisions and the Seller's remedies as a result of the non-execution or improper execution of the obligations by the Buyer are determined according to the GSC.

**(7)** The Buyer shall not have the right to unilaterally terminate the sale and purchase contract and/or to unilaterally renounce an order after it has been confirmed by any Seller. If, in breach of this obligation, the Buyer unilaterally denies the Order, the Seller has the right to claim the payment of any and all expenses incurred for the order placed (including, but not limited to, the costs of preparation, the storage costs and the amounts paid and / or due to third parties, such as the costs of covering currencies and/or the prices of the materials necessary for the production of the goods) and to claim an amount equal to 30% of the value of the order as damages.

**(8)** Publicity. The Buyer agrees and acknowledges that all and any press statements, references, advertising and marketing strategies referring to these GSC or the Sale Agreement, cannot be applied and cannot be made available to the public, without the prior express consent of the Seller.

**(9)** GSC Version. These GSC are version 15 and are valid as of **08.04.2019**.