

STANDARD TERMS AND CONDITIONS OF SALE

DARIMEX INTERNATIONAL S.R.L.

The Terms and Conditions of Sale ("TCS") apply to all Sales Contracts of goods concluded between the **Darimex International S.R.L.** (the "**Seller**") and any natural or legal person who issues a purchase order or otherwise purchases goods from the Seller (the "**Buyer**").

The Sales Contract provisions concluded between the Buyer and the Seller (the "**Parties**") shall apply as a matter of priority if they are not in accordance with the present TCS.

1. Applicable Terms

TCS will govern any sale of goods between the Parties.

2. Subject matter of Sales Contracts

The object of the Sales Contracts is the goods delivery by the Seller as per request of the Buyer, at the established price and quantities.

The sale of the goods is carried out in accordance with the orders sent by the Buyer and accepted by the Seller. The orders, the order confirmations, and any documents emanating from the Parties are an integral part of TCS.

The Buyer may resell the purchased goods in his own name and on his own account. It shall act as an independent legal person both in its relations with the Seller and in relations with customers.

Buyer shall be liable for any breach of TCS due to action or inaction or caused by the fault, negligence or recklessness of Buyer distributors, dealers or sales agents.

TCS do not constitute, create, legitimize or recognize an employer - employee relationship, joint venture, agency, commission, affiliation of any kind between the Seller and the Buyer.

Unless otherwise agreed in writing, each Party shall bear all costs and expenses incurred in respect of its business relations in the business relationship to be conducted between them.

3. Quality conditions

The products will meet the quality conditions guaranteed by the manufacturer and certified by the Declaration of Conformity and the Product Data Sheet. The goods must also be accompanied by the technical specifications.

If the Seller is the manufacturer's representative or his distributor, copies of the Declaration of conformity of the manufacturers (suppliers) will be made available to the Buyer. At the same time, the Seller will make available to the Buyer all the notices (issued by the competent bodies) that can prove that the delivered goods can be used for human consumption. The Seller undertakes to inform the Buyer of any changes regarding the quality documents of the goods.

The Buyer will immediately take charge of the complaints received from customers regarding the goods. In this regard, the Buyer shall inform the Seller within a maximum of 3 (three) working days from the receipt of the complaint / acknowledging the respective complaint. If the Buyer does not comply with the deadline for the communication of complaints, he will be held liable for any loss / cost incurred / pecuniary sanction paid by the Seller and resulting from the delay in communicating the complaint.

In exceptional cases, in cases of quality deficiency, the Seller will accept the Buyer's requests for the return of the goods only if the Buyer transmits to the Seller samples of the complained goods. If case the Seller considers necessary, in order to solve the claim, the Seller shall carry out through an independent laboratory tests on such samples within 5 working days after receiving the complaint. The decision to reject or not the return of goods will be transmitted to the Buyer within 3 working days from the moment the independent laboratory will provide the Seller a final result above-mentioned, together with copies of the results of the laboratory tests. In case the return of the goods is accepted, the Seller shall replace the goods with quality compliant ones, communicating to the Buyer the date on which they will be delivered.

4. The packing, marking, labelling and stamping of the goods

The Seller undertakes to ensure and guarantee the traceability of the delivered goods by packaging, marking, labelling and stamping according to the law of all the marketed lots, in appropriate packaging which allows their transportation and their storage in optimal conditions of hygiene and complete safety.

The Seller will hand over the goods in compliance with the necessary precautions regarding the safety of the goods, as well as with the mention of their availability period, the date of manufacture and delivery, the mode of transport and the storage conditions, as the case may be.

5. Terms and conditions of delivery, the reception and the transport of the goods

The delivery of the goods will be made according to the orders issued by the Buyer and confirmed by the Seller.

If the Seller cannot fulfill the orders at the mentioned deadlines, he has the obligation to notify the Buyer, indicating the possible delivery term.

The quantitative and qualitative acceptance of the goods shall be carried out by the representatives of the Parties, expressly and in writing delegated to carry out this operation, and the result thereof shall be recorded in the Minutes of Reception which shall be signed by both Parties. The Buyer cannot unjustifiably refuse to sign the Minutes of Reception. If the Seller notifies the Buyer that all the obligations are fulfilled and the delivery is compliant, and the Seller does not receive a justified refusal within 2 working days, the reception is considered made, without objections, on the last day of this term.

If, on receipt, some goods are found to be missing or some goods do not meet the specifications of the order, the Seller undertakes to fill in the missing goods or to replace the non-compliant goods within a period specified in the Minutes of Reception or later. Buyer will not refuse to receive the goods due to minor deficiencies.

The goods that do not correspond to the order and are identified at the date of delivery, will be taken over by the Seller on the carrier's return route or in a short term, indicated by the Minutes of Reception.

The expenses incurred with the replacement / completion of the goods shall be borne by the Seller.

The delivery of the goods will be made by the means of transport of the Seller, unless the Parties agree otherwise by order and by confirmation order.

The Seller is responsible that during transport, the goods shall be accompanied by documents such as: Minutes of Reception, signed, dated and stamped invoices, analysis bulletins, technical prescriptions, indications of use, sanitary certificate, CMR etc.

The risks of the purchased goods pass from the Seller to the Buyer on the date of delivery.

Any delay in the execution of the obligations to deliver the goods through the sole fault of the Seller with more than 5 working days from the initial delivery date, will entitle the Buyer to claim penalties amounting to 0.1% of the value of the undelivered order for each day of delay, without exceeding the maximum limit of 5% of the value of that delayed delivery (regardless of the duration of the delay). The Buyer cannot claim additional damages.

The Seller is exempt from liability for breach of the delivery deadline if it is caused by the delay in issuing the necessary permits / authorizations and other similar documents by the public authorities, if these permits / authorizations or similar documents are required to perform the obligations. In this case, the Seller may propose to the Buyer either rescheduling the delivery or canceling the order for the respective goods. Reprogramming or cancellation will be considered the only solution to resolve the situation of the Buyer in case of delays and, consequently, the Buyer has no right to order any other measures (e.g. compensation for direct or indirect losses due to delays). If the Buyer accepts the cancellation of the Order, he will confirm the cancellation within 24 hours from the transmission of the rescheduling / cancellation proposal of the Seller. From the date of cancellation of the order, the Buyer will no longer have the right to claim delay penalties.

If the delivery is delayed due to the Buyer's request or through the fault, negligence or recklessness of the Buyer with more than 2 working days from the date on which the Seller notifies the Buyer of his availability to deliver the goods, the Seller may charge the Buyer 0.5% of the price of the goods for each day of delay and penalties of 0.1% of the value of the undelivered Order. If the delivery is delayed so that the goods can no longer be delivered later due to the expiration of the validity period or for any other reason that makes improper use or consumption of the goods, the Seller has the right to claim damages from the Buyer to cover direct and indirect damage.

6. The price of the goods and terms of payment

The Seller and the Buyer will agree on a price for the goods, in advance and in writing, in the Sale Contract.

The Seller sends an invoice to the Buyer according to the agreed terms, and the Buyer assumes the obligation to pay the invoice issued in his full charge and within the specified term mentioned in the Sales Contract. Payment of the invoice will always be made in the indicated currency and in any of the Seller's bank accounts specified in the invoice.

Payment must always be made in the currency indicated on the invoice. Payments will be deemed to have been made on the date the funds credits the Seller's account. Payments will be credited first for the oldest debt. Compensation is not possible without the previous written agreement of the Seller. Only the uncontested amounts may be subject to compensation.

In case of non-payment of the invoice issued by the Seller, the Buyer owes interest on arrears in the amount of 10% per annum in relation to the unpaid amount. If the amount of the said interest rate exceeds the maximum amount permitted by the legislation of the Buyer's country, the latter shall apply.

If (i) the Buyer's financial condition has deteriorated, (ii) the Buyer has suspended payments, (iii) the Buyer has accumulated substantial debts, (iv) the insolvency proceedings have been opened against the Buyer and (v) there is any other doubt regarding the creditworthiness of the Buyer, then all outstanding or suspended claims will be requested for immediate payment. In such cases, the Seller will have the right to request advance payments or the provision of guarantees.

In case the Buyer refuses to fulfill the Contract as agreed or to offer the required guarantees, the Seller has the right to request the termination of the Contract and/or to claim compensatory damages, until the full coverage of the direct and indirect damage.

Any change in prices during the course of business relations between the Parties shall be notified to the Buyer. Orders sent to the Seller after receiving the notification of the price change will be fulfilled at the updated prices. If the Buyer does not accept the price change, he will notify this aspect to the Buyer.

If the Buyer delays the payment of any invoice by more than 10 working days, the Seller will have the right to suspend / stop the fulfillment of his own obligations until the respective payment is made and to benefit as a consequence of an extension of the delivery term for the orders in the process of delivery.

Costs related to the recovery of amounts owed by the Buyer or the non-execution of the obligation to take over the Products on the date of delivery, such as those with notifications, reconciliations, mediation, attorneys' fees or any other costs incurred by Seller will be paid by the Buyer within 5 days from the receipt of the cost statement from Seller.

For any situation of non-execution or improper execution of obligations by the Buyer, the Seller has the right to claim damages until the full coverage of the direct and indirect damage.

The Buyer will not have the right to refuse payment as a result of making his own complaints or from third parties or for any other reason.

The Seller has the right to invoice also the partial deliveries.

The Seller's right to any type of claim is time-barred within 3 years from the date on which the obligation becomes due and the Buyer had to execute it.

7. The delivery

The time of delivery of the goods to Buyer shall be agreed upon separately between Seller and Buyer, in the Sale Contract. It may be reasonably extended due to Force Majeure or due to another cause of temporary impediment to the performance of the obligation of the Seller for reasons which are not under the control of the Seller. If delivery, either as a whole or in part, becomes impossible due to Force Majeure for a foreseeable time of more than six months, each Party has the right to terminate the Agreement.

The Seller takes no responsibility for delayed delivery due to reason caused by the Buyer and it reserves the right to invoice Buyer for any additional costs arising from such delay. The Seller reserves the right to make partial deliveries to a reasonable extent.

Unless otherwise explicitly agreed upon between the Seller and the Buyer, the Goods are delivered to the Seller's premises, according to the Agreement between Seller and Buyer.

The Goods shall be delivered in suitable packaging for shipment.

8. Obligations of the Parties

The Seller undertakes:

- a) to make available to the Buyer the goods in the ordered quantities and at the terms confirmed by the Parties;
- b) to deliver the goods that are within the term of validity;
- c) to issue invoices related to the goods that are the object of the concluded Sale Contract.

The Buyer undertakes:

- a) to request on the basis of the written order the supply of the goods;
- b) to pay all purchased goods within the terms and in the ways stipulated in the invoice / order / order confirmation;
- c) to ensure the reception of the goods;
- d) to store the goods delivered by the Seller only in the conditions specified on the packaging or technical documents and to use them according to the destination indicated by the Seller through the technical sheet;
- e) to participate through an authorized delegate at the reception of the goods and to sign the Minutes of reception;
- f) to use the goods only in accordance with the instructions in the quality certificates / Declaration of conformity, respecting the legislation in force;
- g) to inform the Seller within 24 hours on any change of the identification data of the company (headquarters, registration number at the Trade Register, bank account etc.);
- h) to respect exactly the conditions of validity of the goods, as they are specified by the Seller on the packaging / label;
- i) not to undertake and to refrain from any action of unfair competition or damage to the image of the Seller.

Unfair competition means:

- a) denigration of the Seller or of the goods purchased from him, made by communicating or spreading by the Buyer or its representatives / employees information that does not correspond to the reality, likely to harm his interests;
- a) misappropriation of the Seller's customers by the Buyer's representatives, employees or business partners, by using trade secrets, for which the Seller has taken reasonable measures to ensure their protection and the disclosure of which harms or may harm the Seller's interests;
- b) any other commercial practices that are contrary to honest usages and the general principle of good faith and that cause or may cause damage to the Seller.

The Buyer expressly understands and accepts that, in the absence of express legal provisions to the contrary, all his obligations arising from or in connection with the business relations with the Seller are obligations of result, within the meaning of art. 1481 of the Civil Code.

9. Retention of Title

The goods and any specifications, estimates, notes, product information, advertisement material and other documents or information prepared or disclosed by the Seller remains the title of Seller until the Buyer has settled all claims arising from its business relations with Seller. The goods subject to title retention are referred to as the "Secured goods".

Seller's retention of title extends to any new products that are created when the Secured goods are processed. If the Secured goods are processed, linked to or co-mingled with other goods not belonging to Seller, then Seller will acquire a pro rata co-ownership interest equal to the ratio of the invoiced value of the Secured goods to the invoice value of the other materials.

As long as the Seller retains title of the goods, the Buyer shall treat and hold the Secured goods in a safe and careful manner.

The Seller shall be notified immediately and in writing of any third party action against the Secured goods.

10. Warranty. Liability

Provided that the defects of the goods are not caused by the guilty, negligent or reckless conduct of the Buyer or by the use, handling, improper storage of the goods or violation of the instructions of the Seller, the legal provisions in force issued by public authorities or other organizations regarding the marketing of the Products, the Seller undertakes to replace or supplement the defective goods that existed at the time of delivery / receipt and that were not known to the Buyer, consisting of a production / manufacturing or material error, deficiency in storage conditions optimal handling or handling of the loading of the goods in the means of transport of the Seller.

The Seller is exempt from the obligation to guarantee against eviction, except in cases where the eviction is caused after the sale by his personal fact or due to causes which, knowing them at the time of sale, he hid from the Buyer.

The Seller undertakes to guarantee the Buyer against hidden and apparent defects of the Products. The Buyer is obliged to report to the Seller the defects apparent on the date of delivery, on the Minutes of receipt, and the defects hidden within 2 working days from their discovery. The Seller will replace the defective goods, at its expense, within a reasonable time established with the Buyer depending on the situation.

The Buyer will not raise any claim for damages based on apparent or hidden defects unless the defect is fraudulently hidden by the Seller.

The Seller is exempt from liability for defects if the Buyer or a third party who does not have the express authorization of the Seller intervenes in any way on the delivered goods.

In the event of a breach of the above deadlines, the Buyer loses the right to invoke the Seller's liability for the defect and to request the replacement / completion at the expense of the Seller, as well as the right to use legal procedures to request the appointment of an expert verifying the conformity of the delivery or judicial seizure of the affected goods or making any request in court for such defects. The Buyer expressly declares and accepts that the above deadlines do not constitute an obligation which is too onerous or difficult to assume or enforce.

The right of action for liability for defects expires within 6 months from the date of delivery of the Products. In the case of apparent defects, the same limitation period applies, provided that the Buyer has not been able to detect them, without special knowledge, by a normal verification.

The Parties agree that the Seller's liability to the Buyer, for any complaints from persons who have purchased the goods from the Buyer, will not in any way exceed, in total, the amount actually paid by the Buyer for the goods subject to the complaint. respectively, plus the actual costs reasonably borne by the Buyer for the handling and storage of those goods until they are taken over by the Seller, provided that the Buyer notifies the Seller of this situation within a maximum of 3 working days.

The Seller is exempt from any liability, including but not limited to penalties and damages, for breach of the delivery deadline if such breach is caused by the delay in issuing the necessary permits / authorizations / documentation by the public authorities, if which are necessary for the proper performance of the Contract.

The Seller will not be liable in any way for special, indirect, incidental, consequential or punitive damages (including, but not limited to, any damages caused by termination of business, loss of profit or revenue, loss of production, customer, costs, capital, data loss, opportunities or unearned profits etc.).

The Buyer assumes all risk and liability for the results obtained by using the goods whether the goods are used individually or in combinations with other products.

Failure to make a notification within ten (10) business days (i) from the date of delivery of the goods regarding the defect of a good or (ii) from the date set for delivery regarding the non-delivery of the goods, as the case may be, is equivalent to the Buyer's waiver of all its claims regarding the goods.

11. Force Majeure. The unpredictability

The Seller will not be liable for any breach of contract due to any external event, unpredictable, absolutely invincible and unavoidable. Such force majeure may include, but is not limited to, explosion, flood, fire, accident, war, insurrection, civil disturbance, regulations or embargoes on import or export, strike etc.

The Buyer agrees and accepts the possibility that, should exceptional changes occur as of the moment the present Contract is signed, independent of the Seller's will, the execution of the Buyer's obligations according to the present Contract might become more onerous, in terms of costs. In consideration of these provisions, and according to Article 1271 al. (3) paragraph (c) of the Civil Code, the Buyer agrees to assume the risk of occurrence of such events and to continue to execute its obligations, as they are agreed herein by the Parties. By assuming such risk, the Buyer agrees not to claim in front of any Court of law, the amendment of the present Agreement should such exceptional changes occur.

12. Intellectual property rights

All the purchased goods industrial property rights are and will remain the property of the Seller. For any action of the Buyer regarding the industrial property rights of the Goods, the Buyer must obtain the prior written consent of the Seller.

The Buyer acknowledges that all industrial property rights with respect to or in connection with the goods are and will remain the property of the Seller, and Buyer shall not have the right either during the Contract or after its expiration to question or dispute the Seller's ownership thereof.

The Buyer will be permitted to make use of the industrial property rights to the extent necessary in relation to the sales and marketing activities of the goods. This permission to use will terminate as soon as the Agreement is terminated, for whatever reason.

Based on the information held by the Seller, none of the industrial property rights relating to the goods infringes any of the rights of third parties. However, the Seller does not offer any guarantee in this regard. If the Seller is notified or informed by other means of any claim, lawsuit or claim regarding alleged infringements, unfair competition or other such cases relating to the exercise of intellectual property rights, the Buyer has the obligation to promptly inform the Seller of this situation. The parties will have the joint responsibility to defend themselves against any action against intellectual property rights, resorting to the measures that the Seller deems necessary.

13. Withdrawal of the goods

If it is necessary to withdraw any of the goods from the market as a result of:

- a) the provisions of a governmental regulatory authority in the field;
 - a) reasonable economic decisions of the Seller for reasons of safety, quality or public health;
- or
- b) reasonable economic decisions of the Seller for reasons related to the good reputation and position of the Seller,

The Seller will give the Buyer advance notice of such withdrawal action, which will include the reasons for the withdrawal. Also, the Buyer will immediately transmit to the Seller the information of the nature of the ones presented above, insofar as such aspects are brought to the notice of the Buyer.

The Buyer will follow the instructions of the Seller regarding the withdrawal of the Products from the Buyer's stock / warehouse.

The Seller shall reimburse to the Buyer, on the basis of the supporting documents, the direct costs incurred by him for the withdrawal in question, unless the withdrawal is caused by fault or intent, recklessness or negligence of the Buyer, in which case the latter shall bear all costs. direct and indirect sales of the Seller in connection with the withdrawal of the goods. The Seller will not be liable contractually or delictual for any negligence and / or mere recklessness for any direct and / or indirect damages, including, but not limited to, loss of revenue or profits, delays and/or additional penalties / penalties / costs suffered by the Buyer.

If the goods, at the time of receipt of the notice of withdrawal, have already undergone a process of processing, processing, incorporation or mixing with other products either by the Buyer or by the Customer's customers, the latter, based on the express instructions of the Seller, has the obligation to send notices of withdrawal from the market of all products containing the Seller's goods (regardless of the manufacturing process), the withdrawal of which was originally notified to the Buyer.

14. The advertising

Any action to promote the goods or the intangible equity of the Seller must be submitted in advance to the Seller for prior written approval.

No advertising material received from the Seller and used by the Buyer for the promotion of the goods may be subject to the registration of an industrial property right.

The Buyer has to get prior, written approval to display the promotional materials provided by the Seller in its commercial spaces.

The Buyer has the obligation to deliver free of charge to customers and potential customers the promotional materials received from the Seller for this purpose.

Seller reserves the right to verify how Buyer complies with Seller's advertising recommendations and TCS provisions.

15. The Confidentiality

"Confidential Information" means any type of information related to one of the Parties that is made available or communicated to the other Party by or on behalf of the Party or that the other Party will know by chance or accidentally, either before or after the present TCS, in a written, visual or on a readable support, including through fax or any other forms of transmission by electronic means, or by verbal means.

The Parties undertake that, during the period of the Contract and after the date of its termination:

- a) not to disclose to a third party, without the prior written consent of the other Party, the confidential information received;
- b) to use confidential information received from the other Party only in connection with and for the activities carried out under these TCS and under the Sales Contract, and not for other purposes;
- c) not to make or allow copies of confidential information or any reproductions thereof;
- d) to immediately inform the Party if it becomes aware that confidential information has been disclosed to a third party.

The party shall be exempted from liability for disclosure of confidential information if:

- a) it is publicly accessible at the time of its disclosure;
- b) it was legitimately owned by the Party before being disclosed under this Agreement (which can be demonstrated by documents or other means of reasonable and relevant evidence) and was not subject to any restriction on its use or disclosure before it was thus disclosed;
- c) it is disclosed at the request of the courts or public authorities with powers of investigation and control.

The breach of the confidentiality clause obliges the guilty Party to pay compensation until all the damage caused has been covered.

This article applies for the duration of the entire Contract and five years after its termination, for whatever reasons.

Any information regarding the business and / or the Seller's Goods and/or other information regarding the business relationship between the Buyer and the Seller is considered a business secret / trade secret and it will remain confidential for an indefinite period. Such information will not be disclosed to any third party without the prior written consent of the Seller.

16. Declarations and guarantees of the Parties

Each Party shall declare and guarantee to the other Party that:

- a) is a company established and operates in accordance with the laws of Romania;
- b) has the necessary legal capacity to execute TCS;
- c) holds all licenses, permits, agreements and other similar authorizations for the proper conduct of its business and for the execution of TCS;
- d) has qualified personnel in order to execute the contractual obligations within the terms and conditions stipulated by the Contract;
- e) the person signing the Contract has the authority and capacity to represent it and to oblige it legally and validly, in accordance with the provisions of the law and the articles of incorporation;
- f) has the financial, material, technical and organizational means necessary for the execution of the obligations assumed by the Contract;
- g) the conclusion of the Contract and the execution of the obligations assumed by it will not contradict the applicable laws, statutory documents and/or its internal rules, will not violate the decision of a court or other jurisdictional or regulatory authority or any arbitral decision regarding the declaring Party shall not infringe or infringe an existing contract or other document to which it is a party or which is binding on the declaring Party;

- h) no legal action or proceeding has been instituted or, to the best of his knowledge, is about to be instituted against him, having as its object the dissolution, his declaration of insolvency, the initiation of insolvency proceedings,
- i) there is no significant change in the legal capacity, business, prospects or financial situation of the reporting Party that could affect its ability to fulfill its obligations under the Contract.

17. The Contract transfer

The assignment of the Contract may be made by the Buyer only with the prior written consent of the Seller.

The Buyer shall immediately notify the Seller of its intention to transfer the rights and obligations arising from the Contract to a third party.

The person to whom the contract will be transferred will benefit from the same commercial conditions or other conditions related to his creditworthiness which will be set out in a separate document.

18. Termination of Contract

The contract terminates automatically, without the need for the intervention of any court, in the following situations:

- a) expiry of the Contract agreed period, under the conditions in which none of the Parties has initiated negotiations in order to extend the duration of the business relations;
- b) by agreement of the Parties;
- c) the parties enter into voluntary dissolution / liquidation;
- d) the Buyer assigns its rights and obligations derived from its business relations with the Seller without the Seller's consent;
- e) the Buyer violates the obligation of confidentiality;

The Seller may cancel the Contract, without payment of damages, based on 30 days written notification sent to the Buyer, and without being necessary to justify such a decision.

Either Party may terminate the Sale Contract if the liable Party does not understand to perform its obligations under the Contract even after receiving a notification to remedy the situation of non-performance within a reasonable time allowed in this regard.

In any case of termination of business relations, the outstanding obligations remain valid.

19. Environmental protection, health and safety

The Parties are obliged to comply with legal requirements for the prevention of environmental pollution, including but not limited to the disposal of waste.

The Parties undertake, where appropriate, to carry out their activities in full compliance with the legal conditions on health and safety at work and to train their employees in this regard.

20. Protection of personal data

The Seller processes the personal data in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

In this respect, the Seller expressly declares that the personal data of the Buyer, representatives, employees, collaborators of any other natural person whose personal data are transmitted to him in connection with the conduct of the contractual relationship, are recorded, stored, processed and used by the Seller for the purpose of executing this contractual relationship, the Seller has the right to transfer the aforementioned data to affiliated companies. The above does not prejudice in any way the rights of the persons concerned by erasure, opposition, access and rectification with regard to these data, as well as the right not to be subject to an automatic individual decision.

The Buyer has the right to oppose the processing of personal data concerning him and the right to request the deletion of the data. Also, the Buyer's right to withdraw his consent at any time and the right to appeal to the courts or to the National Supervisory Authority for Personal Data Processing is recognized. For the exercise of these rights, the Seller can be contacted at the e-mail address info@darimex.com.

For more information on the processing of personal data, see the Seller's Privacy Policy which can be consulted by accessing the link www.darimex.com/gdpr

21. Applicable law. Dispute resolution

TCS and any agreements concluded on its basis are governed by Romanian law.

Any disputes that may arise in connection with TCS compliance will be settled amicably. Otherwise, they will be settled by the competent court at the Seller's premises.

22. Final provisions

TCS can only be modified with the consent of the Seller and the Buyer, through an additional act after. The modification Additional Act, validly signed, will be completed with the provisions of TCS or will prevail in relation to them, as the case may be.

Also, the provisions of the TCS will be completed with the legal provisions in force, depending on the particularities of each contractual relationship.

Both parties have read and understood TCS and its legal effects and unconditionally agree to abide by its provisions.

Should there be a contradiction between the two versions of the contract, the Romanian version shall prevail.