

GENERAL TERMS AND CONDITIONS OF SALE DARIMEX INTERNATIONAL S.R.L.

1. General provisions

- 1.1 The General Terms and Conditions of Sale ("General Conditions") apply to all sales between Darimex International S.R.L. ("Seller") and any legal entity that issues a purchase order or otherwise buys goods from the Seller (the "Buyer"). Any order sent to the Seller implies the Buyer's adherence to these General Conditions.

2. Offer

- 2.1 At the Buyer's request for the purchase of products, the Seller sends him an offer containing information on at least: the type of product, the quantity, the price, the conditions and the delivery term, the payment term (Offer). The buyer will submit the order within the validity term mentioned in the offer.

3. Order

- 3.1 The transmission by the Seller of the signed offer represents his order for the products and under the conditions mentioned in the offer (the Order).
3.2 The Buyer may accept the offer also by separate deed, with the mention of the Offer number (Order). If the Buyer, by the respective separate act, indicates elements derogatory or additional to the content of the offer, the agreement on the sale is considered valid only by the acceptance of the order by the Seller.

4. The price

- 4.1 Unless otherwise stated in the Order or in the acceptance of the order, the price is set in Incoterms ExWorks and thus does not include the costs related to loading, transport, unloading, insurance, etc.
4.2 The price is net, does not include VAT and is determined at the time of sending the Offer, being valid for the period of its validity. The price of the products may be reviewed by the Seller, for reasons external to his will, such as fluctuations in the exchange rate, the increase of taxes or duties or of the costs of labor, materials or in the case of changes brought by the Seller's supplier. In this case, the Seller informs the Buyer of any such change.
4.3 The buyer can benefit from additional discounts or rebates.

5. Terms and conditions of payment

- 5.1 The payment term is the one indicated in the Offer or, as the case may be, in the acceptance of the order. According to article 5 of Law 72/2013 on measures to combat delay in the execution of obligations to pay sums of money resulting from contracts concluded between professionals and between them and contracting authorities, the payment term cannot be longer than 60 days. Payments may in no case be suspended, nor compensated without the seller's prior written consent.
5.2 In case of non-payment of the invoice issued by the Seller, the Buyer owes from the first day of delay, late payment interest in the amount equal to + 0.1% per day of delay in relation to the unpaid amount. In this case and without prejudice to other legal remedies, the Seller shall have both the right to suspend pending orders or the right to terminate the contract, by law and without the intervention of the court or other formality (commissary pact of the fourth degree).
5.3 If the payment of the price is staggered, the delay in payment of a single installment will entail the immediate chargeability of the Buyer's debts to the Seller, for any unpaid delivery or for debts due to any other cause.
5.4 The Seller reserves the right at any time, depending on the risks identified and especially due to the deterioration of the Buyer's creditworthiness (such as interruption of payments, accumulation of debts, opening of insolvency proceedings) to set a credit limit, to request prepayment or the granting of guarantees.

6. Terms and conditions of delivery

- 6.1 The delivery method of the products is EX-WORKS to the Seller's warehouse, according to the Incoterms, unless no other delivery conditions are provided by order or by accepting the Order. The delivery date is the one mentioned in the Offer or in the acceptance of the Order. The date of delivery will be extended by the duration of the obstacles occurred due to reasons beyond the intention of the parties.
6.2 The Seller assumes the obligation to load the products in the means of transport made available by the Buyer to the Seller's warehouse, and the delivery obligation is fulfilled by the Seller with the loading of the products for transport, the Transport of the products to the destination are carried out on the exclusive cost and risk of the Buyer.
6.3 If the Buyer does not show up on the agreed date for taking over the products, the Seller has the right to invoice late payment penalties of 0.1% per day of delay or, as the case may be, the storage costs based on supporting documents. Depending on the circumstances (perishable goods, expiration date, etc.) or if the delay exceeds 20 working days, the Seller shall have the right to terminate the respective sale, which shall intervene de jure and without court intervention or other formalities and to sell the products freely.
6.4 The Seller may make partial deliveries, which will be considered separate transactions and may be invoiced separately by the Seller. Differences up or down of up to 3% shall be considered as reasonable deviations and such delivery shall be deemed to be compliant.

7. Reception

- 7.1 The quantity reception is carried out at the time of delivery. If the person in charge of taking over the products finds that there are no quantities or apparent degradation of the products or packaging, he shall mention these aspects in the transport documents. Otherwise, the supply shall be considered to be quantitatively compliant and free from apparent defects in the products. The Seller undertakes to fill in the missing goods or to replace the goods (boxes) that present apparent vices, in the shortest possible time depending on the stocks, lots, or delivery terms of the supplier. The buyer will not refuse to accept the goods due to minor deficiencies or goods that do not present apparent vices.
7.2 The qualitative reception is carried out within maximum 15 days from the delivery, during which the Buyer must inform the Seller of any defects, vices, nonconformities of the delivered products. After this term, but without affecting the Buyer's right resulting from the conventional guarantee of the products, the Buyer will no longer be able to invoke hidden defects of the delivered products, these being considered accepted and without defects / defects existing at the time of delivery. Products that present defects, vices, nonconformities brought to the Seller's attention within the mentioned term will be replaced by the Seller at its own risk and expense. The buyer is obliged to prove the reality of the defects or defects found. Also, the Buyer will provide Darimex International with the necessary support to establish these defects and to remedy them. For this purpose, the Seller has the right to collect samples from the batches of products delivered in the presence of the Buyer's representative, mentioning it in the transport documents or in a separate document concluded for this purpose and signed by the parties.

8. Transfer of title and transfer of risks

- 8.1 The Seller reserves ownership of the products until the price is fully paid and will thus be able, in the event of non-payment or in the event of a significant deterioration of the Buyer's financial situation or breach of any essential obligations, to recover the products without any prior formality.
8.2 The risk of the products is transferred by the Seller at the time of delivery of the products to the Buyer.

9. Conventional product warranty

- 9.1 The Seller guarantees the products for the term and under the conditions established by their manufacturer. The terms and conditions of the warranty (including conditions of storage, packaging, processing and use) are set out in the product sheet that is sent to the Buyer upon delivery or in any other document emanating from the manufacturer in this regard.
9.2 During the term of the warranty, no later than 14 days after the discovery, the Buyer will have to notify the Seller of any defect in the products and allow him to examine the respective products. The seller's only liability during the warranty period is that of replacing the defective products.
9.3 In accordance with Article 7 of Law 240/2004 on the liability of producers for damages generated by defective products, the Seller is relieved of liability if the defect is due to non-compliance with the instructions for use, storage, packaging, processing provided in the product sheet or in any document emanating from the Buyer (including on the packaging), the legal provisions in force, as well as whether the defects in the products are caused by the faulty conduct, negligence or recklessness of the Buyer.
9.4 The Seller shall not be held liable for the warranty of the Products in any other way or for reasons other than those referred to in this Article 9. Any decision not to replace the products during the warranty period will be motivated by the Seller and communicated to the Buyer.

10. Limitation of Liability

- 10.1 In any situation of liability, the Buyer and the Seller are liable only to the extent of the direct and actual damage caused to the other party.
10.2 The seller's total liability to the Buyer for any damages resulting from or in connection with the delivery of the products shall not exceed the price set for that delivery.

11. Protection of personal data

- 11.1 The Seller processes 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). 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](http://www.darimex.com/gdpr).

12. Applicable law. Dispute resolution

- 12.1 The general conditions and any agreements concluded on the basis thereof are governed by the laws of Romania.
12.2 Any disputes that may arise in relation to compliance with the General Conditions will be settled amicably. Otherwise, they will be settled by the competent courts at the Seller's headquarters.

13. Final provisions

- 13.1 Any notification, invoice or other notice that one Party sends to the other Party in accordance with this Agreement shall be deemed to have been communicated on the date of delivery under the signature of receipt, on the date stated on the acknowledgement of receipt or on the date of transmission of the e-mail, as the case may be.
13.2 The general conditions apply to all orders in progress and future from the date of their acceptance.
13.3 The parties expressly accept the clauses regarding the limitation of liability we suspend obligations and the jurisdiction of the courts, which constitute non-formal clauses according to art. 1203 of the Civil Code.