

## **I. Applicability**

1. The following terms and conditions of Business shall apply to contractors, legal entities and public special resources.
2. These terms and conditions apply to all offers and quotations made and to all agreements relating to sales and deliveries by Logistic Packaging SRL and the supply by Logistic Packaging SRL of services and/or advice. By placing an order, the Customer accepts these terms and conditions. Deviations from these General Conditions shall not apply unless agreed specifically in writing. The Seller is only bound by the conditions in the order confirmation. If the Buyer does not accept the order confirmation, he must notify the Seller in writing immediately but no later than 24 hours.
3. Conditions of any nature whatsoever applied by the customer, whether or not contained in general conditions applied by the customer, or conditions attached to or transmitted together with the purchase order shall apply only if these conditions have been expressly accepted by Logistic Packaging SRL in writing by signature of approval.
4. Statements by Logistic Packaging SRL praising its goods and concerning their field of application which are included in its quotations, circulars, communications, catalogues, recommendations, brochures, documentation etc. shall always be interpreted as general and never as referring specifically to one particular type of application. The customer shall therefore be responsible himself for specific applications of the goods for a particular type of use, unless expressly agreed otherwise in writing.
5. Should any individual clause be, or become, ineffective, the effectiveness of the remaining clauses shall remain unaffected.

## **II. Offers, Quotations and Orders**

1. All offers and quotations are non-binding unless explicitly stated as binding. Orders will be confirmed by Logistic Packaging SRL in writing by means of either the

Order Confirmation or, in absence of that, the Invoice. Logistic Packaging SRL shall only be bound by such confirmation. Logistic Packaging SRL reserves the right to the customary margin of variation in respect of quantities and technical details, such as measurements, weights and colour resistance and durability.

2. The delivery periods stated in offers, quotations and order confirmations issued by Logistic Packaging SRL shall always serve as approximations and are never binding, unless expressly agreed otherwise in writing.

### **III. Prices**

1. Unless otherwise agreed in writing, all prices are ex-works, exclusive of Value Added Tax. All prices are based on the cost factors, taxes, import duties, rates of exchange etc. prevailing at the time of the offer or quotation or at the time of the confirmation. Until delivery has been completed, Logistic Packaging SRL reserves the right to cancel its offer or quotation or to annul the Agreement summarily in whole or in part, without judicial intervention or incurring liability for damages in case the cost factors modify significantly.

2. No obligation to previous price agreements exists for follow-up orders (Orders placed by the same customer for the same previously ordered products).

### **IV. Delivery**

1. Delivery shall be made as accurate as possible on the date or within the time period mentioned in the confirmation. If the confirmation states delivery “on call”, the Customer shall take full delivery within 3 months from the date of the confirmation. Logistic Packaging SRL is entitled to deliver in instalments. Logistic Packaging SRL is entitled, whenever appropriate, to deliver up to 5% above or below the quantity stated in the order confirmation and to invoice accordingly. If the Customer does not accept (by refusing to unload the goods) delivery of the goods on the date

communicated by Logistic Packaging SRL, the goods shall be put into store for the Customer's account and risk.

2. The delivery period shall be extended without notice if delays occur due to the following situations:

- any commercial or technical queries between contracting parties relating to the order execution are under clarification on and after the date of the order confirmation;
- failure by the customer to comply with any obligation resulting from the contract;
- failure by Logistic Packaging SRL suppliers to deliver within the delivery time confirmed by Logistic Packaging SRL to the client by order confirmation.

3. In case any of the above mentioned situations occur, LogisticPackaging SRL is entitled to terminate the Agreement without any obligation apart from paying back all the advance amounts paid by the client.

4. Exceeding the agreed date and/or times of delivery by LogisticPackaging SRL shall not constitute a breach of contract and shall not entitle the Customer to annul or terminate the Agreement in whole or in part and/or claim for damage suffered by him or others.

## **V. Reservation of Property**

1. All deliveries shall remain Logistic Packaging SRL's property and Logistic Packaging SRL reserves the right of disposal thereof, until payment in full of all the Customer's debts due or to become due to Logistic Packaging SRL on any account whatsoever have been received. If payment by the Customer is overdue in whole or in part, or upon the commencement of any action or proceeding in which the Customer's solvency is involved, Logistic Packaging SRL may (without prejudice to any of its other rights) recover all goods supplied by it, the title to which has remained with Logistic Packaging SRL and which are still at the Customer's premises.

## **VI. Claims and Complaints**

1. Complaints about quantities and visible defects which could have been discovered during normal careful inspection shall be made known to Logistic Packaging SRL in writing, within eight days after delivery.

2. Complaints about non-visible defects which could not have been discovered during normal careful inspection shall be made known to Logistic Packaging SRL, in writing, within eight days after discovery, but no later than 30 days after delivery.

Any right to claim shall lapse if:

- claims have not been made in writing and within the requisite periods;
- Logistic Packaging SRL has not been given the opportunity to examine the complaint in situ;
- the goods continue to be used;

Return consignments will only be accepted by Logistic Packaging SRL after prior approval in writing. Complaints shall never entitle the Customer to postpone or refuse payment of any due invoices, nor to apply any right of suspension of the contract.

3. Color variations of the delivered products are considered acceptable by both parties and are never interpreted as a defect.

## **VII. Warranty**

1. Logistic Packaging SRL guarantees that the goods supplied by it are made of quality material and have been produced with good workmanship. If defects should nonetheless occur in the goods supplied by Logistic Packaging SRL owing to faults in the manufacturing and/or material, Logistic Packaging SRL shall, at its sole discretion, repair these defects (or have them repaired) or make available (or cause to be made available) the parts required for the repair, or replace the relevant goods completely, or re-imburse at the most the invoiced value of the broken goods. This guarantee shall last for maximum three months after delivery.

2. Claims under this guarantee shall be communicated to Logistic Packaging SRL by registered letter within 8 days of a defect occurring. If a complaint is not communicated in time, every claim against Logistic Packaging SRL shall lapse. Claims in law shall be instituted within 1 year of a complaint being submitted in time.

3. The following defects shall be excluded from the guarantee:

- a failure to observe instructions for use, operating rules etc. or of use other than the normal intended use;
- normal wear and tear;
- assembly/installation or repair by third parties or the customer, without the prior written consent of Logistic Packaging SRL;
- in case of goods produced and delivered to measure or those for which Logistic Packaging SRL has submitted a sample to the customer, or those in which Logistic Packaging SRL follows the instructions from the customer, parties agree to compare the goods with the prototypes accepted by the customer. Logistic Packaging will only accept a liability in case the quality of the goods is less than the quality of the sample.
- materials and/or goods used in consultation with the customer;

4. If Logistic Packaging SRL replaces parts/goods in compliance with its guarantee obligations, the replaced goods or parts shall become its property.

5. If the Buyer makes a claim and no defect is found for which the Seller is liable, the Seller shall be entitled to compensation for the work and costs which he has incurred as a result of the claim. If the remedy of the defects requires intervention in other equipment than the goods, the Buyer shall be responsible for any work or costs caused thereby.

## **VIII. Liability**

1. Logistic Packaging SRL shall not be liable for any costs, damages or interest (including consequential damages) whether directly or indirectly incurred due to any advice or recommendation given by Logistic Packaging SRL or due to operations it has undertaken, to non-delivery or to the application or use of the goods.

Logistic Packaging SRL is only liable for manufacturing and/or materials defects. If Logistic Packaging finds that the complaints regarding these defects are just, it can choose to:

- repair the defects;
- deliver goods to be replaced instead of returning the goods with defects;
- annul or terminate the Agreement, without any notification and Justice intervention and to return the payment for the goods instead of returning the goods with defects.

2. Logistic Packaging SRL shall not be liable for costs, damages and interest (including consequential damages) incurred or to be incurred by the repair, removal, usage or the replacement of the goods as a direct or indirect result of the defects. The Customer shall hold Logistic Packaging SRL harmless against all claims of third parties resulting from the defects.

3. Logistic Packaging SRL shall not be liable for:

- the infringement of patents, licences and/or other rights of third parties as a result of the use of data provided by or on behalf of the customer;
- damage or loss, due to any cause whatsoever, involving raw materials, semimanufactures, models, tools, etc. made available by the customer.

## **IX. Industrial Property Rights**

1. The title and copyright in all estimates, software, drawings, illustrations, list of materials, offers, specifications and other information supplied by Logistic Packaging SRL shall remain vested in Logistic Packaging SRL. They shall not be copied and/or distributed without Logistic Packaging SRL's permission in writing. The Customer shall treat any information received from Logistic Packaging SRL as strictly confidential and shall not communicate it to third parties without Logistic Packaging's prior permission in writing.

2. No drawings, software, stereo-types, moulds or tools (even if made in co-operation with the Customer or at its expense), nor the products manufactured therewith, may be copied without Logistic Packaging SRL's permission in writing. Moulds, tools etc. will remain Logistic Packaging SRL's property, even if the Customer has ordered

their manufacture or has been charged with the costs thereof, excepting the case where the parts have agreed otherwise in writing.

## **X. Payment**

1. Payment shall be made within 5 days after date of invoice, unless otherwise stated in the confirmation. All payments shall be made without deduction or set-off.

2. Logistic Packaging SRL shall have the right to charge penalties of 0,10% per day from the due value for the first 30 days of delay and 0,5% per day calculated on the due amount for delays of more than 30 days. Any part payment shall first be deducted from the penalty amount.

3. Payments made by the customer should always serve to pay off all the interest, penalties and costs owed and then the claimable invoices which have been unpaid the longest, even if the customer states that the payment relates to a later invoice.

All costs, both judicial and extra-judicial, the latter assessed at 10% of the invoiced amount, but not less than 3,000 Eur, incurred in collecting and recovering overdue amounts, are for the Customer's account

## **XI. Suspension**

1. If the Customer fails to make any payment in full, Logistic Packaging SRL is not bound to make any further performance and shall be entitled to annul or terminate the Agreement, summarily and without judicial intervention and without prejudice to the Customer's obligations to fulfil his part of the Agreement and/or to compensate Logistic Packaging SRL for damages.

## **XII. Continuous improvement**

1. The Logistic Packaging's products shall be subject to the right of Logistic Packaging for continuous adjustments and modifications for the purpose of enhancing the quality and functionality. Logistic Packaging shall therefore have the right to deliver the Logistic Packaging products that have been modified compared with the originally delivered products, provided that they are in conformity with the Logistic Packaging product specifications.

### **XIII. Unforeseen Circumstances**

1. Neither of the contracting parties is liable of non-execution within specified term and/or inappropriate execution - fully or partially - of any of the obligations under this agreement, if the non-execution or inappropriate execution of the corresponding obligation has been caused by force majeure, as defined by law.

2. The party invoking force majeure is obliged to notify the other party, within 5 days from the event occurrence and it has to take any necessary measures in order to limit its consequences.

3. If within 15 days from its occurrence that event does not end, the parties have the right to mutually notify the legal termination of this agreement, without any party to claim penalty clauses.

4. In case of unforeseen circumstances, such as war, social disturbance, fire or disasters, strikes, governmental interventions, customs litigations, as well as in case of adverse weather conditions, car accidents, whether they concern the Supplier or one of its suppliers, or the involved freight carriers, providing that these unforeseen circumstances cannot be prevented by the Supplier, or if the circumstances significantly change from the moment of entering the agreement, the Supplier has the right to suspend the execution of the agreement or to unilaterally cancel this agreement with no prior notification, without the intervention of justice, but only by notifying the Beneficiary regarding these circumstances, without being obliged to pay compensations to the Beneficiary or third parties.



#### **XIV. Law of the Agreement and Disputes**

1. All offers and quotations made and agreements entered into shall be exclusively governed by and construed according to Romanian law.

All disputes connected with or arising from offers or quotations made and agreements entered into by Logistic Packaging SRL shall be exclusively submitted to the Chamber of Commerce in Bucharest, provided that if Logistic Packaging SRL brings an action it may choose to proceed in a court of a different jurisdiction.

#### **XV. Modifications**

Terms or conditions, purporting to modify these Conditions shall only be binding insofar as they are confirmed in writing by Logistic Packaging SRL. The terms and conditions that have not been so modified shall remain in force.

This is a translation of the English text. The English text is the original and shall prevail over any translation.