



GENERAL SALES AND DELIVERY CONDITIONS

of Salinen Romania SRL, with its principal office in 010987 Bucuresti, Str. Frumoasa nr. 41 Sector 1, Romania.

25.05.2018

Unless otherwise expressly agreed in writing, Salinen Romania SRL ("S-Romania") shall exclusively sell subject to the following sales conditions, as detailed below, which shall constitute an integral part of every purchase contract placed with S-Romania. S-Romania shall only be bound by the Purchaser's purchase conditions if it expressly acknowledges them. Failure to reject them shall under no circumstances imply agreement on the part of S-Romania

Offer and acceptance of the offer. Conclusion of a contract

The contract is concluded by negotiation or by the unconditional acceptance of S-Romania's offer to contract. The contract is concluded when and where acceptance reaches S-Romania (even if S-Romania does not acknowledge it for reasons beyond its control).

The offer is valid and irrevocable for the term mentioned in the offer. The term of acceptance runs from the moment the offer reaches the recipient (Purchaser). Revocation of the offer shall not prevent the conclusion of the contract unless it reaches the recipient (Purchaser) before S-Romania receives the acceptance. The recipient's response within the term of acceptance is not valid acceptance if it includes modifications or additions which are not in compliance with the offer received or fails to comply with the form of the acceptance as required specifically by S-Romania (but could be considered as a counter-offer). Late acceptance shall take effect only if S-Romania promptly notifies the Purchaser of the conclusion of the contract. The offer or acceptance may be withdrawn if the withdrawal reaches the recipient previously or simultaneously with the offer or, as the case may be, with the acceptance.

Any declaration, whereby S-Romania assumes obligations or relinquishes rights, shall be in written form and shall require a legally effective signature from S-Romania. This shall also apply to the declaration of intent to deviate from this written form.

Prices

Unless otherwise agreed, prices shall be ex works Ebensee, Austria. In each case, the accepted offer shall apply.

Delivery

Unless otherwise agreed in writing, delivery shall be CPT (currently applicable version of Incoterms). The stated delivery periods and dates are only indicative and subject to alteration and shall thus not be legally binding. Therefore, claims for damages of any kind and appeals against delivery deadlines shall be excluded. Where S-Romania is the freight payer, the choice of transport means shall be at its own discretion. Agreed deliveries that cannot be fulfilled or cannot be fulfilled promptly due to unforeseen circumstances or events beyond S-Romania's control, shall be regarded as suspended. S-Romania shall inform the Purchaser immediately of the occurrence of such an event, with provision of the internationally accepted proofs and – if the delivery is merely delayed – shall specify a new delivery date. In such cases, S-Romania shall not be liable for the consequences of non-fulfilment or delay. If only partial deliveries are affected, the rest of the contract shall continue to stand.

Salinen România S.R.L.

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T: +40 735 856 581, office@salinen.ro



Complaints

The operative time for the contractual condition of the goods shall be the time they leave the S-Romania factory. Complaints shall only be legally effective if they are lodged in writing immediately after delivery of the goods. Complaints with the competent Court of Justice shall be time-barred at the latest one year¹ after S-Romania has rejected the complaints in writing. If complaints are found to be justified, S-Romania shall have the option either to replace the goods free of charge or to agree to the Customer's request for a price reduction. However, under no circumstances shall S-Romania be held liable for damages incurred by its customers or a third party, resulting from goods it has supplied. The only exception shall be personal damages where gross negligence on the part of S-Romania has been proven. However, this exception shall not include claims under Law No. 449/2003 on the sale of products and related guarantees for personal and material damages by a consumer within the meaning of the said Law. The Purchaser shall pass on these restrictions to every additional contractual partner involved in the production or sales chain, to the benefit of S-Romania, and shall require them to do the same. Any party that breaches this contractual obligation shall be liable to pay damages to S-Romania. The Purchaser shall hold S-Romania harmless relative to any and all related third-party claims.

Retention of title

S-Romania shall retain the title to the delivered goods (conditional goods) until they have been paid for in full². The Purchaser shall only be entitled to sell the conditional goods in the normal course of business, under its standard business conditions and so long as it is not in arrears, albeit on the precondition that it agrees a retention of title agreement with its customer and that – as described below – the amounts receivable from resale are transferred to S-Romania by way of payment. In the event of resale, S-Romania's retention of title shall only lapse on payment of the purchase price by the Purchaser's customer. The Purchaser shall not be entitled to dispose of the conditional goods in any other way. The Purchaser's amounts receivable from resale of the conditional goods shall be transferred to S-Romania at this point, by way of payment. They shall serve to secure the goods subject to retention to the same extent as the conditional goods. If the Purchaser sells the conditional goods together with other goods not sold by S-Romania, then the transfer of the amounts receivable from resale shall only equate to the invoiced value of the relevant conditional goods sold by S-Romania. The Purchaser shall reimburse S-Romania with any legal costs incurred.

Non-fulfilment. Termination

S-Romania shall be entitled to withdraw (terminate) from the contract on occurrence of any breach of the obligations and duties of the Purchaser (partial or total non-observance of the obligations provided herein and, specifically stipulated herein in Sections: Complaints, Terms of payment, and Retention of title) not cured by the Purchaser within 10 days as of the execution term set forth in the contract or for obligations which do not have stipulated in the Contract an execution term in 10 days from the notification regarding the non-observance of such obligations is *de jure „in delay”*. After elapsing of the 10 days term set forth hereinabove, the Contract is terminated unilaterally subject to the written notice given to the Purchaser ³

¹ Art. 2515 Romanian Civil Code

² Art. 9 Directive 2011/77/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions

Art. 1684 Romanian Civil Code

³ Art. 1552 Civil Code.

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The Purchaser shall bear the costs of return of the goods and shall also be liable to S-Romania for any damages arising from breach of the agreements made.

Terms of Payment

Unless otherwise separately agreed, S-Romania's invoices shall be due for payment on receipt, without deduction. Any change to the bank details given on the related invoice must be agreed in writing. Electronic correspondence (e.g. email, fax) shall not fulfil the requirement for written form. If payment is delayed, the statutory interest rates of 9.2 percentage points above the base rate (of the European Central Bank's refinancing interest rate applicable in the respective six-month period) and the debtor's obligation to reimburse the necessary costs of expedient, out-of-court debt collection shall be regarded as agreed. Bills of exchange and cheques shall be deemed to be accepted only on account of performance. Irrespective of any dedication indicated, incoming customer payments shall always be booked against the longest due receivables.

Place of fulfilment

Unless otherwise expressly agreed in writing, the place of fulfilment for the delivery shall be Bucuresti, Sector 1, Frumoasa Street, No 41. The place of fulfilment for price payment shall be the same.

Court of jurisdiction

For domestic transactions and transactions that fall within the scope of the Lugano Convention, other international treaties on jurisdiction and enforcement or relevant EU Directives (Brussels Regulation): the competent court for Bucharest, shall have exclusive jurisdiction.

For all other foreign transactions: for all other disputes or claims arising from or associated with this contract, including disputes about the validity, infringement, dissolution or nullity of the same, the competent court for Bucharest, Romania, shall likewise have exclusive jurisdiction. Only in the case of a separate written agreement between S-Romania and the Purchaser, shall the arbitration and mediation regulations of an applicable international arbitration court- which has to be agreed in written - get valid.

Legal arrangement

Romanian law shall exclusively apply, excluding the United Nations Convention on the International Sale of Goods and the conflict-of-law rules of private international law.

Partial legal ineffectiveness

Partial legal ineffectiveness shall not affect the validity of the rest of the contract.

Amendments

In order to be valid, any changes to the contractual conditions shall require the express written confirmation of both contractual parties.

The English text of the contract of hire shall prevail

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Issued in two original copies, on [please insert].

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[please insert]

For the Seller

.....
[please insert]

For the Purchaser

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