

## **GENERAL TERMS AND CONDITIONS OF SALE**

All sales of products and/or accessories (hereinafter called “Products” or “Goods”) by the Seller will be subject to the terms and conditions below. Any derogation from the clauses contained in the general terms and conditions of sale has to be provided expressly in the sale contract executed between the Buyer and the Seller. Any other terms and conditions references in the orders placed by the Buyer or its representative will not be applicable, even if they were not expressly rejected by the Seller. Any reference in these conditions to any legal provisions should be interpreted as a reference to the respective legal provisions in the form, content and manner in which they are in force as of the date of the Contract executed between Joris Ide and the Buyer. If the Buyer has not signed the Joris Ide Order confirmation, Products reception (even if they are subsequently rejected by the Buyer in accordance with these Conditions) constitutes the agreement of the Buyer with these Conditions and with the terms and conditions of the Contract.

### **1. PRICES**

- 1.1. The Buyer will pay the price of the Products according to the agreement with the Seller. Seller will be entitled to modify at any moment unilaterally the prices contained in the Price List, the new prices being applicable five (5) days after their receipt by the Buyer. If Joris Ide manufactured a custom product or the Goods are not the standard size generally manufactured by Joris Ide, the Buyer pays the full price before placing the order with Joris Ide.
- 1.2. If the costs of manufacturing, storing or delivering the Products is increased due to a change of the estimated delivery date, of the amount or the specifications of the Goods by the Buyer, or if there is any delay resulting from changes in the instructions of the Buyer or from the failure of the Buyer to provide Joris Ide with adequate information or instructions (including the failure to inform Joris Ide on any delivery constraints), Joris Ide reserves the right to increase the Total price in order to reflect such increase in costs and Joris Ide will inform Buyer at any moment before delivery of the Products on the increase of the Total price.
- 1.3. The costs of pallets, returnable containers or of accessory products will be charged from the Buyer in addition to the Total price if necessary to insure the safe delivery of the Products, but their value will be repaid to the Buyer, provided they are returned to Joris Ide undamaged within seven days of delivery.
- 1.4. Within 30 days of the end of the month when the Joris Ide invoice was issued, the Buyer has to pay the invoiced amount, even if the delivery did not occur and the title over the Products was not transferred to the Buyer. If the payment days differ from those above, these will be determined in the crediting conditions of the Buyer concluded with Joris Ide.

### **2. TAXES AND LEVIES**

- 2.1. If the Products that are the object of the delivery are VAT exempted due to the intra-community nature of the delivery or because they are to be exported and the Buyer transports the Products at own responsibility and at own risk (Incoterm EXW, FOB, FCA etc.), the Seller will grant the VAT exemption provided the Buyer has provided the Seller with sufficient proof of the transport and arrival in the country of destination of the Products

delivered.

- 2.2. The Total price does not include the value added tax or any other local or national taxes, which the Buyer is obligated by law to pay Joris Ide, and the Buyer will pay these taxes to Joris Ide.

### **3. NONPAYMENT OF INVOICES**

- 3.1. The Seller will issue an invoice to the Buyer, and the Buyer will pay the Seller the invoiced amounts in euro (“€”or “EUR”) at the NBR rate + 1.5% on invoicing date.
- 3.2. The Buyer will pay the invoice(s) issued by Seller in the term mutually agreed in writing. If no such term has been established, the price will be paid on the date of receipt of the invoice.
- 3.3. In case of nonpayment of the invoice by the term agreed, the Buyer will pay the Seller default fees in amount of 0.1% of the contractual value per day of delay. The default fees will be applicable inclusive for periods of extension of the term of payment granted to the Buyer either by the Seller through a written instrument, or by decision of a competent court.
- 3.4. The payment of default fees does not confer the Buyer the right to delay the payment of all nonpaid amounts.
- 3.5. The extension of the term of payment will in no way represent an act of novation. Even if the Buyer obtains an extension of the term of payment, the Seller reserves the right to charge a global amount representing 10% of the outstanding amount, within a minimum limit of 250.00 EUR, in order to compensate for increased administrative costs and expenses (inclusive to compensate, in reasonable limits, legal consultancy costs) incurred with the recovery of the outstanding amount(s).
- 3.6. Nonpayment of an invoice on term results in the automatic loss by the Buyer, without notification, of the terms of payment for all the invoices issued previously and the obligation to pay them immediately.
- 3.7. In such circumstances, if the Buyer is unable to pay or the amount cannot be collected (for instance in case of issuance of a payment order to check with insufficient funds), the Seller reserves the right to amend the payment conditions in the sense of demanding cash payment or advance payment for any new delivery and, where necessary, to request the Buyer to provide an adequate written security.
- 3.8. If the Buyer fails to comply with the new payment conditions set by the Seller or fails to provide an adequate security, the Seller will be entitled to decide, at own discretion, to suspend all subsequent deliveries until it has received the entire payment and the security, as applicable, to the contrary the Seller may annul all Product orders registered, with no obligation towards the Buyer.
- 3.9. Any claim made by the Buyer will not entitle the Buyer to postponement of the invoice or the amount due.
- 3.10. If the Buyer fails to collect the products on the date agreed for delivery, through no fault of the Seller, the Seller reserves the right to charge, without formal notice or subsequent notices, a deposit fee in amount of 0.5% of the invoiced amount of the Products not collected per day.

- 3.11. If the Products are not collected by the Buyer within 30 (thirty) days of the initial delivery date, the Seller reserves the right to terminate the contract, without prejudice to article 13 below.
- 3.12. Independent of the option of the seller regarding the termination of the contract, the Seller may sell the goods, the difference between the price agreed and the price obtained from the sale of the goods, and the costs incurred by the seller with the sale of the goods not collected by the buyer being borne by this latter.
- 3.13. The Seller is not obligated to contract with the third party under the same conditions as those contracted with the buyer. In addition, the buyer will have to pay liquidated damages for the prejudices suffered by the seller from the default of the obligation to collect the goods. If the seller intends to proceed with the sale of the goods not collected by the buyer, the seller will notify the buyer by any means available.

#### 4. **OBLIGATIONS OF THE PARTIES**

##### 4.1. **The SELLER undertakes to:**

- a) deliver the products sold in the terms, amounts under the quality conditions contracted, if and only if the buyer has performed all its contractual obligations. The Product amount, quality and description any other specifications regarding these are those established in the Joris Ide order confirmation. Joris Ide reserves the right to make any changes of the Product specifications that are necessary in order to comply with any safety or other legal requirements or that do not affect their quality or performance
- b) deliver the products in the term provided in the annex, to the contrary being liable for default fees in amount of 0.1% per day of delay, penalties calculated at the value of products not delivered;
- c) warrantee the buyer against eviction of the products forming the object of the sale;
- d) insure product transportation for a fee, if the buyer has requested this in the order/contract and has previously accepted the transport fee;
- e) replace within maximum 30 days, free of charge, the products of substandard quality, if the nonconformities notified by the buyer were accepted in writing by the seller and it is not possible to remedy the nonconformities;
- f) maintain the confidentiality of the provisions of the sale-purchase contract, under sanction of liability for the damages caused to the buyer.

##### 4.2. **The BUYER undertakes to:**

- a) specify in the annex to the sale-purchase contract the type and size of the products contracted

as well as their quantity, and if this information was not specified entirely in the annex, to communicate them in writing to the seller, to the contrary the sales being delayed accordingly. No order presented by the Buyer will be deemed accepted by Joris Ide and no contract will become effective between the parties unless it is confirmed and acknowledged in writing by Joris Ide. The Buyer is responsible with Joris Ide for insuring the accuracy of the information provided by the Buyer in the Joris Ide order confirmation and for providing Joris Ide with any other information regarding the Goods in due time to allow Joris Ide to perform the Contract in accordance with its terms and conditions;

- b) pay the seller the price of the products and, as applicable, the cost of transport, in the conditions and terms provided under the Sale-purchase contract, to the contrary the Buyer undertakes to pay the Seller default fees in amount of 0.1% per day of delay, penalties calculated at contract value. The penalties can exceed the amount they are applied to;
- c) collect entirely and on term all the contracted products;
- d) collect on term the ordered products from the premise of the seller and transport them, unless otherwise provided in the contract;
- e) transport the products with adequate means of transport, which can mandatorily be loaded on the side and the length of which is at least equal to the maximum length of the contracted materials;
- f) receive the products, if their quality and quantity is adequate, and to observe the instructors in the JORIS IDE “Technical Catalogue” attached, regarding, amount others, to product handling, storage, installation and operation;
- g) insure with own means, as soon as possible, the correct unloading and handling of the purchased products, without damaging third party products located in the means of transport;
- h) take all necessary and legal steps for making the payment of goods in accordance with the provisions of the sale-purchase contract;
- i) maintain the confidentiality of the provisions of the sale-purchase contract, under sanction of liability for the damages caused to the seller.

## **5. PENALTIES CLAUSE**

- 5.1. If either party fails to comply with its contractual obligations or with those provided in the general conditions of sale/terms of sale or performs these improperly, it undertakes to pay the other party liquidated damages in amount of 0.1% of the contract value, except when the contract or the general conditions of sale/terms of sale provide other amount of default fees for nonperformance or improper performance of a certain obligation.

## **6. CONDITIONS OF DELIVERY**

- 6.1. The goods will be delivered according to INCOTERMS condition according to the sale purchase contract.

- 6.2. The Seller will inform the buyer in advance on the term of delivery of the goods.
- 6.3. The delivery dates mentioned in the order confirmation are no mandatory, the Seller accepting no liability for delays of delivery, except when the respective delivery dates were confirmed in writing and without reserves by the Seller in a separate document. Unless specified otherwise in the order confirmation, the Products are sold ex-factory Seller (by loading them unto the vehicle of the Buyer). The products will be delivered in the standard packaging of the Seller and will bear the standard labels and marking of the Seller. The commercial terms (such as “ex-factory Seller”) will be interpreted according to Incoterms 2010 published by International Chamber of Commerce, forming an integral part of this document (hereinafter called “Incoterms”).
- 6.4. If the Products are not collected by the Buyer within 30 (thirty) days of the initial delivery date, the Seller reserves the right to terminate the Contract. Independent of the option of the seller regarding the termination of the contract, the Seller may sell the goods, the difference between the price agreed and the price obtained from the sale of the goods, and the costs incurred by the seller with the sale of the goods not collected by the buyer being borne by this latter. The Seller is not obligated to contract with the third party under the same conditions as those contracted with the buyer. In addition, the buyer will have to pay liquidated damages for the prejudices suffered by the seller from the default of the obligation to collect the goods. If the seller intends to proceed with the sale of the goods not collected by the buyer, the seller will notify the buyer by any means available.
- 6.5. The products will be transported by the SELLER at the address indicated by the BUYER only if the Buyer has expressly requested this in the order and has accepted the transport fee. The deliveries will be made with articulated vehicles as standard method of delivery. However, Joris Ide may use other types of vehicles, as it may deem fit. If the Buyer has a specific requirement regarding vehicles or if there are size limitations for the vehicle used for the delivery, this has to be specified by the Buyer as a constraint in the Joris Ide order confirmation.
- 6.6. If the products are transported by the BUYER or by a carrier assigned by the BUYER, the risks are transferred to the BUYER at the time of loading the products into the means of transport, such moment being deemed the moment of delivery.
- 6.7. If the SELLER cannot deliver the products according to the term of delivery, it is obligated to notify the BUYER, mentioning the cause of delay and, if possible, the estimated date of delivery.
- 6.8. If product delivery is delayed due to the Buyer, the risks over the products are transferred to the BUYER on the initial date of delivery.
- 6.9. Unless otherwise agreed by the parties, the SELLER may make partial deliveries. Noncompliance of Joris Ide obligation of delivering the Goods in one or more installments does not entitle the Buyer to terminate the Contract entirely.
- 6.10. The sold products will be accompanied by a shipping advice and/or invoice, quality certificate and warranty certificate.
- 6.11. The title over the sold products is transferred from the seller to the buyer on the date the product price and the related taxes are paid entirely.

## **7. CONTROL AND RECEPTION OF GOODS**

- 7.1. The Seller is obligated to hand over the goods at the place mentioned in the contract and to transfer the title over the products to the buyer after collecting the full price.
- 7.2. The Buyer undertakes to take over the goods after its quantity and quality reception has been performance, operation that will recorded in a protocol.
- 7.3. If the buyer refuses to accept the goods entirely or partially due to the inconsistencies recorded in the reception protocol, the goods refused for acceptance will be stored by the buyer under normal storage and conservation conditions, the buyer being responsible for its custody. The goods will be stored for the period necessary for the seller to check the existence of the nonconformities notified by the buyer and to make proposals to remedy these, within no more than 15 days. The Buyer will inform the seller immediately of the refusal to accept the goods and on the place where these have been stored.
- 7.4. The Buyer is obligated to the condition of the goods immediately after reception, any apparent flaws, quality or quantity deficiencies being recorded in the reception protocol prepared in accordance with art. 7.2. and notified within 24 hours to the seller. Failure to notify flaws/ deficiencies in the term and manner provided in the contract results in the forfeiture of the rights of the buyer, and Joris Ide will not be held liable for any such defect or noncompliance with the specifications, and the Buyer is obligated to pay the Total price of the products. The Buyer cannot refuse the goods unless is has quality flaws or deficiencies of over 80%.
- 7.5. Rejection of the goods is not equivalent with the termination or rescission of the contract.
- 7.6. Once the buyers has notified the apparent flaws or quantity and quality deficiencies, the buyer is obligated to provide the seller, upon its request, all the documents and information necessary in order to solve the claim of the buyer. The seller will inform the buyer on the result of the inspections conducted and, depending on these results, the seller will proceed to repair the nonconformities, to replace the noncompliant products, to repay the price, to reduce the price in the case the nonconformities do not affect the use of the product or to complete quantity shortages within maximum 30 business days of the date of receipt of the reception protocol prepared in the conditions of art. 7.2., without the Seller being liable with the Buyer for any other liquidated damages.
- 7.7. The Seller will not be held liable for defects caused by the improper transportation of the products.
- 7.8. If the buyer fails to mention in the reception protocol the apparent flaws of the purchased products, the buyer forfeits the right to invoke them, and the goods will be deemed delivered adequately.
- 7.9. If upon the delivery of the products the BUYER fails to claim quantity shortfalls by mentioning them in the reception protocol, the BUYER forfeits the right to claim such shortfalls later.
- 7.10. The SELLER will not be liable for defects caused by the improper use of the products, improper maintenance, improper installation, incorrect handling and/or storage, improper repairs performed by the BUYER or by a third party authorized by the SELLER or for modifications made without the consent of the SELLER.
- 7.11. The refusal of certain products does not exempt the BUYER of the obligation to pay for the products it does not refuse or to perform other obligations in accordance with the Sale-purchase contract.

## **8. WARRANTY**

- 8.1. The Seller guarantees that (i) at the time of delivery the Products will be consistent with the specifications in the order confirmation, accepting any small differences in accordance with the generally accepted European norms in force and with the specific norms applicable to the Products, (ii) to a 2 year period from the date of delivery, the Products will not be affected by rust (provisions hereinafter called “Warranty”), provided the conditions herein are observed.
- 8.2. All the technical information provided by the Seller before and/or during the use of the Products, both verbally and in writing, as provided in good faith and to the best of the knowledge held at such time. This information does not affect however the obligation of the Buyer of assessing the Products delivered by the Seller in terms of the adequacy and compatibility with the means of processing and/or the applications for which the Buyer wishes to use the Products and subsequently to rely exclusively on such assessments. The responsibility for Product use and processing for a specific application lies exclusively with the Buyer. Joris Ide employees or agents are not authorized to offer representations or to provide guarantees regarding the Goods, without the written consent of Joris Ide. By signing the Contract, the Buyer confirms that it does not rely on such representations that are not confirmed. Any advice or recommendations given by Joris Ide or its employees or agents to the Buyer or its employees or agents regarding Product storage, request, installation or use that are not confirmed in writing by Joris Ide are followed or applied entirely at the risk of the Buyer and, consequently, Joris Ide is not liable for any such advice or recommendations that are not confirmed.
- 8.3. Warranty applicability conditions:
  - 8.3.1. The aforementioned Warranty will apply provided the Products or any of their components:
    - i. are always transported and stored in the original package and in the conditions indicated by the Seller (among other things, to be covered and stored in a safe place, to insure the minimum storage temperature, the maximum degree of humidity, neutral atmosphere etc) or, in their absence, to be kept at least in accordance with the generally accepted practices for such type of products;
    - ii. are always handled in accordance with the instructions and directions of the Seller or, in their absence, at least in accordance with the generally accepted precautions and directions for such type of products;
    - iii. are installed in strict compliance with the instructions and directions of the Seller (for instance, for Products covered with protective foil, removing the foil at the time of installation in order to notice and report immediately any irregularity) or, in their absence, at least in accordance with the generally accepted precautions and directions for such type of products;
    - iv. are not kept in inadequate conditions prior to their processing or installation and are not subject to any form of adjustment, modification or repair not allowed or attempts to perform such operations;
    - v. are always used “under normal conditions” for the purpose for which they were designed and are not used abusively, are not damaged or subject to any incorrect use. Within the meaning of this clause, the term “under normal conditions” means an ordinary use of the respective Product, in accordance with the intended use and/or the recommendations of the Seller;

- vi. are maintained in accordance with the instructions of the Seller or, in their absence, at least in accordance with the generally accepted time intervals and manners for such type of product.
- 8.3.2. In addition to the generally accepted rules, uses and practices for such type of Product, the Buyer and, in case of resale, its customer, will have the following obligations (taking into consideration all the rules and uses imposed by the good processing practices and all the security and precaution measures in executing the instructions above):
- i. when cutting unprotected edges or in case of corrosion, take immediately necessary measures to retouch the Product, using the materials and techniques indicated by the Seller;
  - ii. check regularly the Products as well as building insulations, at least annually; and
  - iii. clean and retouch the Products regularly where necessary, in accordance with the directions and instructions of the Seller or, their absence, using the generally accepted methods and precautions for such type of Product.
- 8.4. The Seller assumes no liability for defects, deficiencies, losses or damages of the Products or any of their components occurred as a result of:
- (i) condensation, mould or staining of any kind attributable to the storage conditions before processing or installation, conditions inconsistent with the directions and instructions of the Seller or, their absence, inconsistent with the generally accepted practices for this type of product or, to abnormal working conditions, noncompliance with Joris Ide instructions (whether oral or written), improper use, modification or repair of the Products without the consent of Joris Ide, or;
  - (ii) corrosion of the cut edges not covered with a protective layer or corrosion of steam produces as a result of the reaction of the Products and/or the protective layer with corrosive substances or vapors, substances containing acids, bases or abrasive detergents or;
  - (iii) exposure to extreme temperatures or;
  - (iv) wear and tear or;
  - (v) corrosion or other effects caused by factors within the building or as a result of the presence of contaminating substances or abnormal air pollution or the contact with aggressive vapors or chemical substances or;
  - (vi) emission of noxious gases, vapors or chemicals from natural or artificial sources on the location where the products were installed to at a distance of up to 500 meters from it or;
  - (vii) accumulation of dirt or the formation of water deposits on the roofs and/or insufficient proofing of the layers, so that pollutants enter between these layers or;
  - (viii) any conditions of force majeure as presented in article 14 or damages caused by phenomena such as earthquakes, hail, strong storms, hurricanes, explosions, fire, civil unrest, war or other similar circumstances beyond the control and therefore beyond the responsibility of the Seller or;



- (ix) any actions or omissions on the part of the Buyer or any third party (among others, works, personnel, customers, agents, carrier or contractors of the Buyer).
- 8.5. Any Product or its components manufactured by a third party and delivered by Seller is covered by the initial warrantee offered by the respective manufacturer, and the Seller will offer the same warrantee it has received its turn from the manufacturer of such product. The aforementioned warrantee does not cover parts, materials or equipment incorporated in the Goods, but not manufactured by Joris Ide and for which the Buyer are is entitled to benefit exclusively from any warrantee offered by the manufacturer to Joris Ide. Joris Ide is not liable under the warrantee above (or any other promise, condition or warrantee) if the Total price was not paid by the payment due date.
- 8.6. Nuances and colors
- 8.6.1. Unless otherwise specified in a written document, the Seller does not warrantee for the uniformity of the nuances and colors. If however a clause in this respect is stipulated, the uniformity will be assessed based on the locally accepted practices at such time and for such business sector. The color diagrams and/or Product pictures from the catalogue, brochures and other color materials provided by the Seller are for reference only and may differ from the actual colors and nuances of the Products delivered.
- 8.7. Repair or replacement requests under Warrantee
- 8.7.1. Any request regarding the Warrantee will be notified to the Seller in detail and accompanied by proof, by registered mail with acknowledgement of receipt, within two (2) days of the day the defect or nonconformity was found or observed or from the date when these should have been observed for the first time.
- 8.8. Remedies offered under the Warrantee
- 8.8.1. For unprocessed products or uninstalled Products:

If the Seller confirms that the delivered Product or any of its components is noncompliant with the Warrantee, the Seller, at its own discretion and own expense, will offer one of the following remedies, at the request of the Buyer:

- (i) repair, correct or adjust the respective Product or component or
- (ii) replace the Product or component(s) or
- (iii) repay their price or
- (iv) reduce the price if the Buyer has not yet paid the Product price or has only paid it partially.

The replacement components will be at least functional equivalents of the original components.

The title over the products and/or components(s) replaced will be vested in the Seller, and the Buyer will be obligated to return them to the Seller upon its request, the related costs being borne by the Seller.

- 8.8.2. The repair, adjustment or correction of installed or processed Products and/or components under Warrantee does not involve covering the costs of materials and labor and does not involve extending the initial Warrantee period.
- 8.8.3. The replacement of installed and processed Products and/or components under Warrantee does not involve covering the costs of materials and labor and does not

involve extending the initial Warrantee period.

8.8.4. The return of defective Products or components to the Seller and back to the Buyer:

- a) The Buyer will not return a defective Product or its components to the Seller in any case without the prior written consent of the Seller.
- b) Before returning any defective Product or its components to the Seller, the Seller and the Buyer will mutually agree if the defective Product will be repaired or replaced at the place of installation of the Product or at the seat of the Seller or in any other location determined by the Seller.
- c) The cost of packaging, transport and insurance necessary for returning the defective Product or its components to the Seller for repair or replacement will be borne by the Buyer if it is determined that the repair or replacement was not necessary. Such costs will be borne by the Seller if it is determined that the repair or replacement was indeed necessary.

8.8.5. The remedies provided in article 8.8.1 will be the only right of the Buyer and the only responsibility of the Seller in the context of the Warrantee, and their value will not exceed in any way the sale price of the replaced Product, therefore excluding any damages for consequential damages.

8.8.6. Based on the remedies provided in article 8.8.2, the only additional indemnity to which the Buyer will be entitled will be the repayment of installation or disassembly costs at the applicable market prices, if it is determined that the defects did not exist or could not have been determined before the Product was mounted or installed and if the Buyer has performed its obligations of limiting the damages and has strictly observed all the mounting/installation procedures, with the express mention that any indemnities for consequential damages are excluded.

8.9. The warrantee offered by these sale conditions does not apply for Products purchased by the Buyer fully aware of the presence of visible defects and deformations and/or for Products marked in clear with the “seconds” label and sold as such.

8.10. The Seller guarantees that (i) at the time of delivery the Products will be consistent with the specifications in the order confirmation, accepting any small differences in accordance with the generally accepted European norms in force and with the specific norms applicable to the Products, (ii) to the period mentioned in Tab 1, the Products will not be affected by rust, provided the conditions herein are observed.

Tab 1. Warrantee period (WP) and average use duration (AUD) in years for Joris Ide products (for non-perforation of metal sheet and non-flaking of paint).

Warrantee offered (years)					
Warrantee non-perforation of metal sheet and non-flaking of paint					
Additional fee		0%	5%	10%	
		WP	WP	WP	AUD
Polyester layer thickness					
Metal sheet	25 microns	2 standard + 3	2 standard + 8	10	25
Metal sheet	35 microns	2 standard + 3	2 standard + 8	10	25

Matt metal sheet	35 microns	2 standard + 3	2 standard + 8	10	25
Metal sheet 0.35 mm	25 microns	2	-	-	5
Zinc-coated metal sheet for structures					
Light		2	-	-	50

8.11. The Buyer has the possibility to purchase an extended warrantee that insures a warrantee period extension above the standard warrantee period, as regulated by subpar. 8.1 – 8.10. the extended warrantee can be purchased at the time of buying the product. All the standard warrantee provisions, as regulated by subpar. 8.1 – 8.10, apply to the extended warrantee.

8.12. The cost of the extended warrantee is 5% of the delivered products amount + VAT, for an extended 3-year warrantee, 10% of the delivered products amount + VAT, for an extended 8-year warrantee.

8.13. The extended warrantee term starts to run from the expiry of the standard warrantee term.

## 9. COMPLAINTS

9.1. At the time of delivery, the Buyer will examine the Products and will compare, among other things, the quantities, size, weight and compliance of the delivered Products with the specifications from the order confirmation and will record any visible damage of the Products on the delivery document. The acceptance without reserves of the delivery by the Buyer means the confirmation by it that the delivery is entirely compliant with the order confirmation. Any reserve specified by the Buyer on the order confirmation should be following by a grounded complaint sent to the Seller within two (2) days of Product delivery, by registered mail.

9.2. If the Products are not transported at the responsibility and/or the risk of the Buyer, the Buyer will send the Seller a ground complaint by registered mail, and in case CMR based transport, the Buyer will also send the complaint to the carriage, regarding any loss and/or damage of the Products during transport.

9.3. The challenged Products will be kept at the disposal of the Seller freely, in order for the Seller to identify any unfounded complaints (in a legal trial or outside of it) and will be returned to the Seller only with the prior written consent of the Seller.

## 10. LIABILITY FOR HIDDEN FLAWS

10.1. The Buyer is entitled to claim hidden product flaws.

10.2. Hidden flaws are claimed, under sanction of forfeiture, within 24 hours of the date when they were discovered. The complaint is done in writing and will include mandatorily the following: the object of the complaint, the date of discovering the flaw, a description of the flaw, its manifestation, possible causes that have caused the flaw, the manner of resolving the complaints (by replacement, repair, offering discounts, etc.)

10.3. Defect found after defective transport will be mentioned in the complaints made by the buyer to the carrier, also notifying the seller.

## 11. CONTRACTUAL LIABILITY

- 11.1. In case of delayed payments in accordance in the contractual terms, the SELLER may suspend the performance of its obligations under the contract, until BUYER has provided proof of payment of all the obligations undertaken by the Sale-purchase contract or by other contracts executed with the SELLER previously or subsequently, inclusive default fees.
- 11.2. If the BUYER fails to make the advance payment agreed and/or fails to provide the SELLER in writing with all the data necessary to launch into production the products ordered within maximum 5 calendar days of the effective date of the sale-purchase contract, it is deemed that the BUYER has renounced the respective products contracted.
- 11.3. In addition to the provisions of the sale-purchase contract and/or those provided in the general conditions of sale/terms of sale, the parties will not be liable for loss of production, loss of profit or other indirect losses suffered by the other party.

## **12. LIMITATION OF LIABILITY**

- 12.1. Without prejudice to the provisions of article 8, the Seller is not liable for indirect or consequential damages, and rejects any obligation to pay liquidated damages. If the Goods are manufactured or the Goods form the object of any process instituted by Joris Ide in accordance with the specifications presented by the Buyer, the Buyer will indemnify Joris Ide for any losses, damage, costs and expenses incurred or borne by Joris Ide in relation to or paid or accepted for payment by Joris Ide in settlement of any claim for breach of any patents, copyrights, design, trademark or other intellectual or industrial property rights of any other person, which results from the use by Joris Ide of the specifications of the Buyer.

## **13. TERMINATION OF THE CONTRACT**

- 13.1. In case of:
  - (i) impossibility to collect the price following the issuance of a payment order to check with insufficient funds or
  - (ii) liquidation, restructuring of debts or any other similar measures or
  - (iii) impossibility of the Buyer, in any moment, to perform its financial obligations with the Seller or
  - (iv) discovery of the fact that the entity of the Buyer is controlled directly or indirectly by other shareholders that those existing at the time of stipulation of this contract, when this can be detrimental to the interest of the Seller, the Seller reserves the right, at own discretion, either to continue executing the sale-purchase contract but with cash payment, or to terminate the contract.

If the Seller has already delivered the Products, the Seller, without prejudice to its other contractual rights, will be entitled to regain possession of the Products, without court intervention, and the Buyer will allow an immediate takeover of the Products by the Seller.

- 13.2. If the Buyer cancels an order, the Buyer will be obligated to pay the Seller 20% of the order amount as fixed indemnity, without prejudice to the right of the Seller of claiming a higher indemnity, depending on the losses or damages suffered and proven. If the Buyer fails to take over the delivery of an order made, the Seller will be entitled to collect the full amount

of the order as fixed indemnity, without prejudice to the right of the Seller to charge deposit fees for maximum thirty (30) days. Advance payments already collected will be kept by the Seller as indemnity for situation specified above.

- 13.3. The parties acknowledge that raw materials/materials purchased by the Seller that are not normally used are necessary for the manufacture of the Products.

#### **14. FORCE MAJEURE**

- 14.1. Neither contracting party will be held liable for the nonperformance on term or/and the improper performance – totally or partially – of any of its obligations under the sale-purchase agreement, if the nonperformance or improper performance of such obligation was due to force majeure.
- 14.2. Force majeure exonerates of liability the parties in case of partial or total nonperformance of the obligations undertaken by this contract. Force majeure means any event beyond the reasonable control of a party, which, by its nature, could not have been foreseen or, if could have been foreseen, it was inevitable, inclusive strikes, lockouts or other industrial disputes (regardless whether it involves own or third party labor force), power supply interruptions or failures of the transport network, acts of God, war, terrorism, revolts, civil rebellion, interferences from civil or military authorities, national or international disasters, armed conflict, willful damages, failure of plant or equipment, nuclear, chemical or biological, contamination, sonic boom, explosions, building structure collapse, fire, flooding, storm, earthquake, loss at sea, epidemics or similar events, natural disasters or unfavorable extreme weather conditions or lack of deliveries or breach of obligations by the subcontractor.
- 14.3. In addition, neither party will be held liable with the other party for nonperformance or delayed performance of any contractual obligation if this was due to the refusal of the authority of granting the import/export permits or of cancelling the permits. Joris Ide is not liable with the Buyer or it cannot be deemed in breach of the Contract because of any delayed performance or nonperformance of Joris Ide obligations with respect to the Goods, if the delayed performance or nonperformance of the obligations is due to a cause beyond the reasonable control of Joris Ide.
- 14.4. The party claiming force majeure is obligated to notify the other party, within 24 hours of occurrence of the event and to take all reasonable measures in order to limit its consequences.
- 14.5. If the respective event does not stop within 5 days of occurrence, the parties are entitled to notify mutually the automatic termination of the sale-purchase agreement, without either party claiming liquidated damages.

#### **15. PARTIAL INVALIDITY**

- 15.1. The total or partial termination of contract clauses has no effect on the obligations already due between the parties.
- 15.2. The provisions of the previous paragraph do not remove the liability of the party that, through its fault, caused the termination of the contract.

## **16. CONTRACT ASSIGNMENT**

- 16.1. The contracting parties cannot assign the rights and obligations provided by the Sale-purchase agreement to a third without the express consent of the assignor.
- 16.2. The agreement provided in the previous paragraph has to be notified by the assignor within 5 business days of the date the assignee requested for such consent; to the contrary, it is presumed that the assignor did not consent to contract assignment.

## **17. TITLE AND RISKS**

- 17.1. The title over the Products will be transferred to the Buyer as soon as the product price and all the related taxes have been paid to the Seller in full.
- 17.2. Until such time as the Buyer acquires the title over the Products, the Buyer will guarantee the permanent availability and the traceability of the Products in its possession for the Seller or the personnel appointed by it, acknowledging the Products as property of the Seller at the seat of the Buyer. As long as the transfer of ownership has not occurred, the Buyer is not allowed to encumber the Joris Ide goods.
- 17.3. If the Buyer sells the Products to third parties, the Seller reserves the right to claim from the Buyer an amount equivalent with the resale price of the Products, inclusive the related taxes or with the price the seller sold the product to the buyer. The choice of the resale price or the purchase price is made by the seller.
- 17.4. The Buyer may sell the purchased products to third parties only after paying the price and the related taxes entirely. The seller retains the title over the Products even when these are in possession of third parties.
- 17.5. At the request of the Seller, the Buyer will prepare all the documents and take all the necessary steps to affirm the ownership of the Seller in the country of the third party buyer. Although the Seller retains the title over the Products, the responsibility of keeping them securely, as well as the claims for damages, destruction or loss regarding the Products sold or any party thereof will lie with the Buyer from the moment the Products have been delivered to the Buyer according to Incoterms conditions agreed by both parties and regardless of the identity of the carrier.

## **18. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 18.1. Neither party will be entitled to transfer, without the prior written consent of the party, its rights and obligations under the Sale-purchase contract, partially or totally, one way or another, except for the Seller, which will be entitled to transfer the Contract, without the consent of the Buyer to an affiliated company or to a third party entity following an assignment, a demerger, a merger or a change of departments/subsidiaries of the Seller. The Contract will remain valid and enforceable for the legal successors of each contractual party.

## **19. THIRD PARTY RIGHTS**

- 19.1. The Seller will exonerate the Buyer of any liability and will indemnify the Buyer in case of indirect damages, losses or expenses occurred as a result of the breach or alleged breach

through one of the Seller's Products of any patent, permit, trademark, logo or copyright protected property held or used by third parties, and the Seller will vouch for the Buyer, at own expense, against any claim, complaint, suit, action or procedure filed against the Buyer, provided (i) the Buyer notifies the Seller promptly, within 2 (two) days, in writing, in detail and by registered mail, about any such action filed against the Buyer or about the intention of third parties of filing such claims, complaints, legal actions, suits or other procedures against the Buyer and (ii) the Seller will be the sole authorized to defend and to reach settlements or other similar negotiations regarding the claims, complaints, legal actions, suits or other procedures in the case and (iii) the Buyer does not negotiate and does not reach settlements regarding such claims, complaints, legal actions, suits or procedures without the prior written consent of the Seller and only if (iv) the Buyer will cooperate proactively/actively with the Seller by providing in good faith the necessary assistance and collaboration with respect to the information that may be requested by the Seller in the context of a confirmed or threatened dispute.

19.2. The Seller assumes no liability and will have no obligation of indemnity for the Products or their components that:

- (i) are compliant with the specifications, technical drawings, models or other data provided by the Buyer or
- (ii) have been subjected to unilateral interventions by any party other than the Seller or
- (iii) if the Buyer continues to breach certain rights after being provided with the means to avoid such breach or
- (iv) when the use of the Product or its association with other products, processes or materials or all these reasons combined, and not the Product itself, constitutes the main cause of the breach of such rights.

19.3. If a final and irrevocable court decision rules that the Seller has breached or has appropriated the rights of third parties or, from own initiative of the Seller after ascertaining the incorrect use or the breach of certain rights, the Seller may decide, at own discretion and at own expense,

- (i) to modify the product to that it no longer breaches and no longer appropriates third party rights or
- (ii) to attempt to obtain a license or other right to use the Product or
- (iii) to replace the respective Product with a product that does not breach third party rights.

19.4. If the options above are not feasible under commercially reasonable conditions and/or in a reasonable time period, the Seller can request the return of the Product, repaying the Buyer the amount paid by it for the Product, any other additional indemnities being excluded.

19.5. The remedies provided under article 19 hereof represent the only remedies which the Buyer may claim as indemnity. The Seller assumes no liability of direct and indirect damages.

## **20. CONFIDENTIALITY – INTELLECTUAL PROPRIETY RIGHT**

20.1. Unless the Seller approves expressly and in writing other conditions in this respect, the Buyer is not allowed to disclose publicly or to third parties, regardless of the situation, the confidential information or the information owned by the Seller or controlled by it.

- 20.2. All the patents, trademarks, copyrights and/or other intellectual property right and/or any confidential or copyright protected information regarding the Products will remain property of the Seller or of the owner thereof. The contractual provisions do not confer the Buyer any rights, titles or interest any authorization regarding the intellectual property rights owned or controlled by the Seller, the Buyer not being allowed to disclose any confidential information, not even commercial information, protected by the intellectual property rights, to the contrary the Buyer being obligated to pay indemnities for the damages caused and proven.

## **21. NOTIFICATIONS**

- 21.1. The contracting parties agree that any notification addressed by one party to the other is validly served if sent to the address/seat provided in the preamble to the sale-purchase contract.
- 21.2. If the notification is done by mail, it will be sent by registered mail with acknowledgement of receipt (A.R.) and it is deemed received by the recipient on the date mentioned by receiving postal office on such A.R.
- 21.3. If the notification is sent by telex or facsimile, it is deemed received on the first business day after it was sent.
- 21.4. Verbal notifications are not taken into consideration by either party, unless they are confirmed through one of the means provided in the previous paragraphs.
- 21.5. Any change in the identification data of any contracting party (name, registered seat, telephone/fax number), of the bank account, of the legal representative, will be notified to the other party within two business days, under sanction of non-applicability of the changes occurred.

## **22. RESCISSION OF THE CONTRACT**

- 22.1. If the buyer has failed to pay the price in the amount and term agreed, the seller is entitled, without being obligated to pay liquidated damages, to refuse any future order placed by the buyer under the sale-purchase agreement.
- 22.2. Failure by the buyer to perform its obligation of paying the price in the amount and term agreed entitles the seller to obtain either an enforcement of the payment, or the rescission of the sale and, in both cases, liquidated damages.
- 22.3. The Buyer is automatically in default when it has failed to perform its payment obligation.

## **23. FINAL CLAUSES**

- 23.1. The amendment of the sale-purchase agreement is done only by addendum executed by the contracting parties. Any print, material or other errors or omissions from any document, quotation, price list, order confirmation, invoice or other document or information regarding the sale issued by Joris Ide will be corrected without incurring the liability of Joris Ide.
- 23.2. If the parties breach their obligations, the failure by the aggrieved party to exercise the right



to request the performance of the respective obligation strictly or by monetary equivalent will not be deemed a waiver of such right.

23.3. The provisions of the sale-purchase agreement are supplemented with the provisions of the general terms and conditions of sale.

## **24. APPLICABLE LEGISLATION, COMPETENT COURT AND ESTABLISHING ROMANIAN AS THE LANGUAGE GOVERNING THE CONTRACT.**

24.1. All the transactions will be concluded at the registered seat of the Seller, even when there are contradictory provisions in this respect. The laws of Romania will apply for the implementation, interpretation and any disputes resulting from this contract. Any disputes between the Seller and the Buyer will be settled by the court of competent jurisdiction at the seat of the Seller.

24.2. The parties acknowledge that the translation of the general conditions of sale above and their provision in both French and English serve only to inform on the mutual contractual obligations and that, despite an exact translation, the original text of this document was prepared in Romanian, for which reason Romanian will be the language used to interpret the terms and/or phrases used in the entire text, as the exclusive language governing the Contract.

This text is an electronic version available for consultation, and the possibility of consulting it is expressly mentioned on the front page of the standard order forms, of the order confirmations and of the invoices issued by the Seller, as well as in the Seller's product catalogue.

## **25. COMMERCIAL TERMS AND CONDITIONS FOR LSS QUOTATION (SPECIAL DESIGN CLAUSE)**

25.1. The design is the responsibility of the technical offices, JORIS IDE third parties. The Seller will not be liable for design, design flaws or damages resulting from this activity.

25.2. The designer is responsible, as per the Law 10 of 1995, for the resistance and stability of the respective construction, from the reception / handover of the technical design approved by MLPAT according to the work designed, in this case the responsibility applies for the entire lifetime of the construction.

25.3. The designer will be obligated to prepare a design theme called "Geometrical Parameters" and to send it to the beneficiary and the seller for approval.

25.4. If the design prepared and then executed does not fulfill the design performance criteria imposed by the design theme and contains flaws of design that have caused damages, the designer is liable with the investor and with S.C. JORIS IDE S.R.L., without S.C. JORIS IDE S.R.L. being jointly liable.

25.5. This clause only applies if the Buyer purchases a complete "hall" or "building" type system, with all the component elements of the design.

## **25.1 COMMERCIAL TERMS AND CONDITIONS FOR BUILDING QUOTATIONS / CONTRACTS**

- 25.6. The prices are valid for 15 days from the date of the quotation.
- 25.7. The payment is made at the NBR exchange rate + 1.5% on the invoicing date, unless otherwise provided in the contract.
- 25.8. The methods of payment will be agreed mutually on signing the contract.
- 25.9. The standard term of completion of the resistance design in the technical documentation for construction authorization and technical design stage approved by MLPAT is approximately 3 weeks from the date of signing the contract, the advance payment and the detailed agreement on the architectural elements. The bracing areas were considered in optimum position.
- 25.10. The signature of the “Geometrical Parameters” will be deemed as “Endorsed for proof of non-alteration”.
- 25.11. The beneficiary undertakes, where applicable, to inform the Provider on the conditions for executing the “Geometrical Parameters”, otherwise subpar. 25.10 applies.
- 25.12. Any change in the “Geometrical Parameters” could change the quotation price. The Seller will notify the Beneficiary on the new price. If the buyer does not accept the new price, the changes will not be made, and the Seller will deliver the product according to the initial specifications. If the Beneficiary accepts the new price, the parties will execute an Annex to the contract in this respect.
- 25.13. The terms for execution of the Architecture and Installation design in the technical documentation for construction authorization and technical design stage and the documentations for opinions for the issuance of the building permit will be mutually agreed on signing the contract.
- 25.14. The documentations for opinions for the issuance of the building permit will be presented to the Beneficiary. The provider will not submit the opinions for the issuance of the building permit on behalf of the Beneficiary.
- 25.15. JORIS IDE SRL reserves the right to adjust the quotation prices if, on the request of because of the customer the launch into production did not occur in the terms agreed on signing the contract.
- 25.16. The quotation above was made according to JORIS IDE SRL interpretation by the requirements sent by the buyer.
- 25.17. JORIS IDE SRL materials incorporated into the building hold a technical agreement and certificates of quality and conformity.

## **26. Observance of the anti-bribery and anticorruption legislation**

- 26.1. The Buyer and the persons associated with the Buyer or other persons involved in any way in this Contract have the following obligations:
- 26.1.1. to observe all the applicable laws, statutes and regulations inclusive, without limitation to, the anti-bribery and anticorruption legislation, as provided by the United

Kingdom Bribery Act 2010;

- 26.1.2. to not get involved into any activity, practice or behavior that could constitute an offense in the meaning of sections 1, 2 or 6 of the United Kingdom Bribery Act 2010, if such activity, practice or behavior occurred in the United Kingdom;
  - 26.1.3. to comply with the Joris Ide anti-bribery and anticorruption policy, in the version currently in force and as updated from time to time, which can be consulted at <http://www.Joris Ide.com>;
  - 26.1.4. to maintain in force throughout the term of this Contract adequate policies and procedures in accordance with the United Kingdom Bribery Act 2010 and to notify Joris Ide promptly in writing on any violation of the law or criminal prosecution;
  - 26.1.5. to notify Joris Ide promptly on any request or demand for financial or other undue advantages received by the Buyer with respect to the performance of this Contract; and
  - 26.1.6. to notify Joris Ide promptly in writing if a foreign public official becomes a collaborator or employee of the Buyer or acquires a direct or indirect interest in the company of the Buyer (and the Buyer guarantees that it has no foreign public officials as collaborators, employees or direct or indirect owners as of the date of this Contract).
- 26.2. In the meaning of this clause, the meaning of the adequate procedures and of foreign public officials and to extent to which a person is associated with another person is determined in accordance with article 7 paragraph (2) of the United Kingdom Bribery Act 2010 (and with any instructions issued as per article 9 paragraph of this Act), article 6 paragraphs (5) and (6) and article 8 of the Act. To avoid any doubt, a breach of any of the provisions of this clause will represent a material breach of the Contract.
- 26.3. The Buyer will indemnify Joris Ide for any losses, debts, damages, costs (including, without limitation, legal taxes) and expenses incurred or borne by Joris Ide as a result of the breach of this clause by the Buyer or by any associated persons in relation to the performance of this Contract.
- 26.4. Any breach of this clause by the Buyer or by any employee of the Buyer or acting on behalf of the Buyer (with or without knowing the intermediary) or the commission of any offense by the Buyer or by any employee of the Buyer or by a person acting on behalf of the Buyer in accordance with the United Kingdom Bribery Act 2010 in relation to this Contract or to any other contract concluded with Joris Ide will entitle Joris Ide to terminate the Contract and to recover from the Buyer the amount of any loss generated as a result of terminating the Contract.