

## STANDARD TERMS AND CONDITIONS OF PURCHASE

All purchases of Products (as defined below) by the Buyer shall be subject to the Terms and Conditions set out below, to the extent that they are not inconsistent with the provisions agreed by and between the Buyer and the Seller in a specific written arrangement. Other terms and conditions to which reference may be made in the commercial documentation (i.e. confirmations of orders, invoices, etc.) of the Seller or the Seller's representative shall not apply, even if they have not been explicitly rejected by the Buyer, or other conditions applicable in the field, whether express or implied, habits, practices or professional customs. Any reference in these Terms and Conditions to any legal provision shall be construed as a reference to such legal provisions in the form, content and manner in which they are in force at the date of conclusion of the Contract between Joris Ide and the Seller.

### 1. DEFINITIONS

The terms below shall have the following meaning, unless the context unequivocally provides otherwise:

- 1.1 "Terms and conditions" means the current standard purchase terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- 1.2 "Contract" means the contract for the purchase and sale of Products, also referred to as a Purchase Contract.
- 1.3 "Delivery address" means the address indicated as such in the Order.
- 1.4 "Delivery date" means the date or dates specified in the Order as the date or dates on which the goods will be delivered.
- 1.5 "Goods" means raw materials, parts, components, equipment, machinery, software, documents, models, moulds and any other goods described in the Order or which are a consequence of delivery from the Seller to the Buyer or are the result of the execution of the Order.
- 1.6 "Services" means services including any works, installations of Products or either of them or ancillary services described in the Order, or which are a consequence of delivery from the Seller to the Buyer or are the result of the execution of the Order.
- 1.7 "Order" means the purchase order of the Buyer in which these terms and conditions are incorporated by reference or any legal agreement or relationship between the Seller and the Buyer concerning the supply and/or delivery of Products from the Seller to the Buyer.
- 1.8 "Price" means the price of Products or Services as referred to in Article 4.
- 1.9 "Buyer" means an entity belonging to the Joris Ide Group.
- 1.10 "Products" means the goods and/or services described in the Contract.

1.11 “Specifications” means plans, drawings, specifications, data or other information related to the Products, in accordance with the recommendations of the Buyer or as agreed in writing by the Parties or, if previously specified or agreed, will be specified by the Seller as being standard for the Products.

1.12 “Seller” means the person, firm or company to whom the Order is addressed or with whom the Buyer has established a business relationship in which the Buyer is the client, as well as any representative/agent/trustee of the Seller approved by the Buyer.

1.13 “Affiliate” or “affiliated company” means, in respect of a particular company, any company which owns or controls at least fifty percent (50 %) of the voting shares of that company or any other company whose voting shares are at least fifty percent (50%) owned or controlled by that company.

1.14 “Invention” means any invention, whether patentable or not, including but not limited to improvements, ideas, know-how and any other intellectual property rights relating to the Products, manufacturing processes and Materials used in this Contract.

1.15 “Manufacturing/Production” means all stages and operations involved in the manufacturing of Products, including: purchase of Materials, inspection of incoming Materials, storage of the Materials in the stores of the Seller, assembly of the Product, conditioning, packaging and labelling of the Product, processing and quality control, delivery.

1.16 “Materials” means all or any of the raw materials and component parts necessary for the Manufacture of Products, as well as all preparatory and packaging materials necessary for the Manufacture of Products (including, but not limited to, containers, packages and carton boxes).

1.17 “Proprietary information” means all confidential information related to the Products and Manufacture exchanged between the Parties and marked by the disclosing Party as confidential.

## **2. PURCHASE BASIS**

2.1 The order constitutes an offer by the Buyer to purchase the Products subject to these Terms and Conditions. If the Seller cannot fully fulfil one, several or all of the elements of the Order, the Seller shall clearly indicate any differences in the order confirmation. Without prejudice to any other provision set out in the order confirmation issued by the Seller, such amended order shall be or become binding on the Buyer only if the Buyer has expressly confirmed in writing all the elements of such confirmation, the amended in particular. The contract for the sale and purchase of the Products covered by the Order, as amended and confirmed, shall be deemed to have been concluded from the date of the Buyer’s written confirmation.

2.2 Acceptance by the Seller of any order or specific written confirmation from the Buyer regarding the Seller's amended Order will lead to the conclusion of a Contract for the sale of Products covered-by said Order, also called a purchase contract.

2.3 Subject to any modification or termination permitted under 6.6 and 6.7, no amendment to the Contract shall be binding unless agreed in writing by and between the authorised representatives of both Parties.

2.4 The Seller expressly accepts that the performance of this Contract will not create any obligations for Buyer or its Affiliates to bear or compensate the Seller for any investment made. Therefore, any decision to supplement production shall be taken by the Seller at the Seller’s sole

discretion, risk and expense, unless otherwise agreed in writing.

### 3. SPECIFICATIONS

3.1 Subject to the provisions of these Terms and Conditions, the quantity, quality and description of the Products shall be detailed in the Specifications.

3.2 Any specifications provided by the Buyer or drafted specifically by the Buyer in connection with the Contract, together with copyright, industrial property rights or any other intellectual property rights in the Specifications, shall be the exclusive property of the Buyer. The Seller may not disclose to third parties or use such a Specification, unless it is or becomes publicly available without the Seller's fault or to the extent necessary for the purpose of the contract.

3.3 The Seller will comply with all applicable regulations or other legal requirements relating to the Manufacture of Products.

3.4 Unless agreed in writing by the Buyer or its Affiliates, the Seller may not manufacture such Products for contractors other than the Buyer or its Affiliates. This rule also applies to Products obtained by using any material, process, equipment or design belonging to the Buyer or its Affiliates or based on the design, proprietary information and/or inventions belonging to the Buyer or its Affiliates.

### 4. PRICE

The price of the products shall be indicated in the order or, where applicable, in the Buyer's written confirmation or in the order confirmation by the Seller, and shall not be subject to any modification, unless the Buyer has given the prior written consent. Unless otherwise specified, the price shall:

- (1) not include the applicable value added tax (VAT) (to be paid by the Buyer after ~~receipt of~~ receiving the invoice including VAT);
- (2) include all costs relating to the Manufacture of Products and all costs of packaging, shipping, transport, insurance and delivery of the Products to the delivery address and any fees or obligations other than the value added tax; and
- (3) be payable in the currency indicated in the Order.

### 5. PAYMENT TERMS

5.1 The Seller shall invoice the Buyer at the time of delivery or at any other time after delivery of the Products. All invoices must be sent to the address specified in the Contract.

5.2 A separate invoice must be issued for each individual delivery of the products, even resulting under the same purchase contract. If the Seller delivers less than the quantity requested by the Buyer, the Seller shall not be entitled to charge the Buyer such a partial delivery.

5.3 Unless otherwise provided for in the Contract, the Buyer shall pay the Price within forty five (45) days following the end of the month in which the invoice is received, provided that all amounts specified in the Seller's invoices are duly due under the Contract, that the invoices are correctly addressed and that the relevant order number is indicated herein.

5.4 Each invoice must indicate the corresponding order number of the Buyer, the codes corresponding to the Products purchased by the Buyer (as mentioned in the Order) together with the

price applicable for each code, the delivery price and the delivery address. Value added tax and transport costs (if not included in the price) must be shown separately on each invoice. Where applicable, invoices must indicate the Seller's tax identification number.

5.5 The Buyer has the right, without the Seller's prior consent, to compensate from the price any amount owed to the Buyer by the Seller.

5.6 If no price is stipulated in the Order, without the prior written consent of the Buyer, the Order cannot be confirmed at a price higher than the last price invoiced or offered by the Seller to the Buyer, determined according to the quality and quantity of the Products. If the last invoiced price does not contain qualitatively similar products or uses other units of measurement in quantitative terms, the latest invoices for similar products shall be taken into account.

5.7 The price shall include all royalties, licence fees or similar charges relating to the execution, use or exercise by the Seller of any invention for the purposes of performance of the Contract.

## 6. DELIVERY AND RECEIPT

6.1 The delivery date is binding on the Seller, unless the Buyer has agreed otherwise.

6.2 The Products shall be delivered to the delivery address specified by the Buyer on or until the agreed delivery date during the Buyer's usual working hours. If the Seller delivers the Products before the agreed delivery date, the Seller shall notify the Buyer in writing, and if the latter is unable to take over the Products on that date, the Buyer shall indicate to the Seller a different delivery date.

6.3 No product shall be considered as delivered in the absence of a receipt/delivery document signed by an authorised representative of the Buyer.

6.4 The timely delivery of the Products is essential for the Contract.

6.5 The Seller shall communicate to the Buyer in due time any instructions or other information necessary to enable the Buyer to accept the delivery of the Products.

6.6 If the Seller is unable to comply with a given Delivery Date, the Seller must immediately notify the Buyer of a different delivery date. Independently of such notification, and unless another delivery date of the Products has been expressly agreed by the Buyer in writing, if the Seller does not deliver the Products to the Delivery Date, the Buyer shall, at its sole discretion and without prejudice to any other remedies available, be entitled to:

(1) reduce the Price if it has not been paid, and claim damages of five percentage points (5 %) of the Price from the Seller for each week of delay started, up to a maximum of fifteen percent (15 %) of the Price if the Buyer has paid the Price, and/or

(2) terminate the Contract in whole or in part, after which the Seller will reimburse any part of the Price paid for these Products, and the Buyer, at the Buyer's discretion and at the risk and expense of the Seller, shall return all or part of the Products already supplied under the Contract, and/or

(3) (if delivery is made in instalments) give up that/those deliveries and (at the Buyer's discretion) to purchase replacement Products from an alternative source, and

(4) in any event, obtain from the Seller compensation for any certain damage, whether present or future, which the Buyer suffered or will suffer as a consequence of non-performance, and in the cases referred to in Articles 6.6 (2) and 6.6 (3), including the purchase cost of any replacement Products.

6.7 Partial delivery of the contracted Products shall not take place without the prior written consent of the Buyer. In the case of partial delivery, all packages, notes, packing notes and invoices must clearly bear the wording “Partial delivery”.

6.8 The Buyer assumes no responsibility for the proper return to the Seller of any lot or part of a lot wrongly delivered under another Contract.

6.9 Even if the delivery has taken place, the Buyer shall not be deemed to have accepted any Product until:

- (1) they have been inspected and checked for compliance with the corresponding transport/packaging documents; and
- (2) the acceptance tests, which the Buyer considers necessary, have been carried out within thirty (30) days from the date of delivery.

6.10 Without prejudice to any other remedies to which the Buyer is entitled, if the Products are not supplied in accordance with the Contract, following notification to the Seller within fourteen (14) days of finding any deficiency/non-conformity/defect, damage caused during transportation, and without prejudice to the liability of the Seller, the Buyer shall be entitled to:

- (1) require the Seller, at the Seller’s expense, to replace the non-compliant product within fourteen (14) days or any other period indicated by the Buyer and/or
- (2) amend the Contract, in which case the Seller must comply with the Contract thus amended, or
- (3) consider the Contract to be terminated (in whole or in part) for breach by the Seller of any of the Seller’s obligations and to claim reimbursement of any part of the Price that has been paid in respect of Products that have not yet been delivered or executed, and the Buyer, at the risk and expense of the Seller, shall be entitled to return any Products already supplied under the Contract and, in any event, to obtain compensation for any certain damage, whether present or future, suffered or to be suffered as a consequence of the non-performance (including, but not limited to, the costs of any replacement products).

6.11 The whole lot may be repudiated if it is found that a sample of the Products delivered does not comply in any respect with the requirements of the Contract. When repudiated, the risk of loss and damage shall not be transferred from the Seller to the Buyer if the repudiation of delivery is notified.

6.12 The Buyer’s right of repudiation shall still be effective even if the Buyer has accepted the Products. In particular, the takeover, inspection, use or payment by the Buyer of the Products or part thereof shall not constitute acceptance, waiver or approval and shall be without prejudice to any rights or remedies that the Buyer may have over the Seller, unless the Products are expressly accepted, despite their non-conformity previously discovered.

6.13 The Seller shall guarantee for apparent defects or non-conformities of the Products even after their delivery, in so far as they have not been found at the time of taking over.

## **7. PACKAGING, MARKING AND DOCUMENTATION**

7.1 The products shall be marked in accordance with the instructions of the Buyer (if any) and any applicable carrier regulations or requirements and shall be suitably packaged and secured so as to reach the delivery address in an intact state under normal conditions.

7.2 A packing note and quality assurance certificate (QA) must accompany each delivery or lot of Products transported and be clearly displayed on the Products.

7.3 The Seller is responsible for obtaining any import licences, permits or other authorisations required for the import, placing release on the market and delivery of the Products.

7.4 The Seller shall make available to the Buyer, free of charge, an adequate quantity of operations and maintenance manuals in English and Romanian, relating to the Products that the Buyer may request and/or which are necessary for the proper installation, operation and maintenance of the Products.

7.5 The Seller shall make available to the Buyer, at no additional cost, all declarations, certificates and other documents required by law or other regulations (e.g. REACH certificates, product origin declaration, etc.) and provide other declarations, certificates and documents in relation to the delivery of the Products upon the Buyer's first written request.

7.6 The Seller shall use sufficiently strong suitable packaging, etc. to protect the products against all transport risks.

7.7 The Buyer does not undertake to return cartons, boxes or other packaging of the Products and the Buyer shall not make any payment for them.

7.8 All packages, boxes, pallets and other containers must be clearly and individually marked with the name of the Buyer, the order number and the Product codes. Packing notes must always be included in each box, case, etc. and indicate the order number, quantities and description of items contained in each box, the Buyer's Product Codes (as mentioned in the Order), the Delivery date and the delivery address.

## **8. TRANSPORT DOCUMENTS**

Copies of tax invoices and packing lists must always accompany the Products for dispatch. Copies of invoices and packing lists must also be sent to the Buyer before or at the time of dispatch. The transport document must be sent directly to the Buyer. If applicable, the Seller must provide the correct customs documentation, for example, certificates of origin, etc.

## **9. TRANSFER OF RISK AND OWNERSHIP**

9.1 The risk of deterioration or loss of Products shall be transferred to the Buyer if they have been handed over and no objections have been raised in accordance with the provisions of Article 6 above. Ownership of the Products shall be transferred to the Buyer as soon as the Products are in the possession of the Buyer, unless the payment is made prior to delivery, in which case the ownership

shall be transferred to the Buyer as soon as the payment has been made.

9.2 If the ownership of the Products has been transferred to the Buyer before delivery, in accordance with point 9.1 above, the Seller must keep these Products separate from its other Products, clearly mark the Products as being the property of the Buyer and always ~~ensure~~ secure the Products properly.

## 10. WARRANTIES

10.1 The Seller warrants the Buyer and the following is an essential condition of the Contract:

- (1) the Products must be suitable for any purpose declared by the Seller or made known to the Seller, and for their use by the Buyer in the ordinary course of its business;
- (2) the Products must be of satisfactory quality and free from material and production defects;
- (3) the Products must comply in all respects with the Buyer's specifications and/or a sample submitted to the Buyer;
- (4) the Products must not harm the health or safety of any person who uses or handles those Products in a reasonable way, for a foreseeable purpose, in accordance with the intended use of the Products;
- (5) the Products must comply with all legal requirements and regulations relating to the manufacture, sale and purchase of Products; and
- (6) the Products must not infringe the intellectual property rights of any third party, directly or indirectly, when included in the Buyer's Products.

10.2 If any of the Products fails to comply with any of the warranties referred to in paragraph 10.1, and without prejudice to any other remedy which the Buyer may lawfully have, the Buyer shall be entitled, at any time, within three (3) years from the date of delivery, at the Buyer's discretion, to require the Seller, at the latter's own expense, to repair or replace the non-conforming Products within fourteen (14) calendar days, or within any other period specified by the Buyer, and the Seller has the obligation to reimburse to the Buyer all the costs incurred in recovering and returning such Products.

10.3 If the Seller fails to repair or replace any of the Products within fourteen (14) days (or any other period specified by the Buyer) in accordance with paragraph 10.2, the Buyer shall be entitled to purchase replacement products from another source and any sums of money paid by the Buyer for obtaining the replacement Products shall be paid by the Seller to the Buyer.

10.4 The guarantees and remedies referred to in points (6.6), (6.10), Article 10 and Article 11 must be additional to those provided for by law or which would be required in accordance with principles of fairness and shall continue to be effective, irrespective of the acceptance by the Buyer of all or part of the Products in respect of which such guarantees and remedies are available.

## 11. COMPENSATION

11.1 The Seller, exonerating the Buyer of any liability, shall fully indemnify agents, employees,

officials, subsidiaries, affiliates and representatives or transferees for any damage they may incur as a result of the Products sold to the Buyer, including, but not limited to, losses, damages due/paid to third parties, costs and any expenses (including reasonable legal fees) that the Buyer (whether to its own customers or other persons) would have incurred or paid, indirectly or directly, which arise from, are a consequence of or are related to:

- (1) the breach of any warranty granted by the Seller in relation to the Products;
- (2) any complaint that the Products sold by the Seller, whether or not incorporated in the products manufactured by the Buyer, their import, use or resale would infringe a patent, copyright, industrial property right, trademark or any other intellectual property right of any other person;
- (3) any act or omission by the Seller or its employees, agents, or sub-suppliers in the performance of their obligations under the Contract.

11.2 The Seller shall, at the request of the Buyer, assign any warranties, insurance indemnities or other expenses that the Seller is entitled to receive from third parties in respect of the Products sold.

11.3 Where the Buyer provides indications on the supplied Products, it is the Seller's responsibility to ensure that those indications, namely that the use or resale of the Products do not infringe the patents, copyrights, industrial property rights, trademark or other intellectual property rights of any other person. If the Seller has any doubt that the indications proposed by the Buyer would infringe the rights of any other person, the Supplier must refuse to accept the Order, and if the Supplier nevertheless accepts the Order, relieving the Buyer of any liability, it will compensate the Buyer in full, including but not limited to loss, damages due/paid, costs and any expenses that the Buyer would have incurred or paid as a result of the settlement of the complaint amicably or in court.

11.4 The Seller warrants the Buyer for any hidden defects occurring within a period of 3 years from the date of delivery, even if the goods have in the meantime been alienated. The Buyer may notify the Seller within 3 months of the date of discovery of the defects, even if they have manifested themselves previously. The limitation period for bringing an action for damages in respect of hidden defects shall begin to run from the date on which the Buyer became aware of the hidden defect, but not later than the expiry of the 3-year warranty period from the date of delivery in accordance with the first sentence of this clause.

11.5 The Buyer shall be entitled, at the Buyer's discretion, to obtain: (i) remedying/repairing the Products, (ii) replacing them, (iii) reducing the price accordingly, but in any event not less than 20 %, or (iv) termination of the contract, depending on the seriousness, and reimbursement of the price, as well as payment of any compensation in respect of the damage suffered as a result of the dismantling of the Products, liability towards any own contractors or third parties who would make claims against the Buyer, and any other damage that the Buyer might still suffer, whether or not the Seller knew of the hidden defects or their causes.

## 12. INSURANCE

12.1 The Seller must maintain a permanent insurance concluded with a renowned insurance company for its civil liability or for any other risk in the event of non-performance of the Seller's contractual obligations which can be insured, in respect of the Products, in accordance with point 11.

12.2 If the Products are supplied and then installed by the Seller, the Seller must provide a risk insurance for those Products. Insurance against risks arising from the performance of contractual

obligations should cover the liability of both the Seller and the Buyer. Compensation under compulsory or optional civil liability insurance policies for damage to persons or security of property should also be granted to the Buyer, upon request, if the insurance does not expressly cover the liability of the Buyer. The Seller shall provide the assistance and information requested by the Buyer or the Buyer's insurers to challenge or settle any action, claim or situation arising out of the performance of the Contract by the Seller.

### **13. ASSIGNMENT AND SUBCONTRACTING**

The Contract is *inuitu personae* in respect of the Seller, who may not assign or transfer or claim to assign or transfer to another person any of the rights or obligations arising under this Contract. The Buyer shall have the right to assign and transfer all or part of its rights and obligations under the Contract, without the prior written approval of the Seller.

### **14. TERMINATION OF THE CONTRACT**

Without prejudice to any other rights or remedies to which the Buyer may be entitled to, the Buyer shall have the right to terminate the Contract immediately or at any time, without being required to pay compensation to the Seller, by a written notice if:

- (1) The Seller is in breach of any obligation under this Contract and fails to remedy the situation within thirty (30) days of the notification or within any other reasonable period of time indicated by the Buyer in the notification, despite having the opportunity to remedy it; or
- (2) There is a change in the management bodies of the Seller and there are reasonable indications that this change jeopardises the Seller's credibility in the performance of its contractual obligations; or
- (3) Any statement made by the Seller contained in this document proves to be false or incorrect in any respect on the date on which it was made; or
- (4) The Buyer reasonably believes that any of the events referred to in points (1) to (4) will occur and notifies the Seller accordingly; or
- (5) The circumstances set out in point 10.2 arise; or
- (6) A force majeure event (as defined below) lasts for more than sixty (60) days.

Partial termination of the contract for any reason shall not exonerate or relieve any of the parties from obligations which are not discharged as a result of termination. The Buyer may indicate by notice of termination which of the non-performed obligations are a reason for intending to terminate the contract.

### **15. ADVERTISING**

The Seller shall not make public or publicly announce that the Seller supplies Products or carries out works for the Buyer, nor use the Buyer's trademarks and/or Proprietary Information without the prior written consent of the Buyer.

## 16. NOTIFICATIONS

Any notification or other form of communication, if requested or given by one party to this Contract, to the other must be made in writing and is deemed to have been duly performed if it was signed by or on behalf of an authorised representative of the notifying party and:

- (1) if handed over in person to the party, on the date stated on the document signed for receipt, and if it is sent by courier service, at the time of receipt of the notification by the addressee or any agent or representative authorised to receive the correspondence.
- (2) if sent by registered letter with acknowledgement of receipt, from the date of receipt specified in the acknowledgement, if it is addressed to the party to whom such notification is to be sent to the address specified for that party in this Contract (or to another address of which the notifying party has been informed by the receiving party, or to an address where the parties have regularly sent communications).
- (3) If transmitted by fax, upon receipt of a successful transmission report to such a fax number or numbers which have been brought to the attention of the other Party.
- (4) If sent by e-mail, to the address normally used for communications relating to the Contract, in which case it will be deemed to have been received on the second day following dispatch.

## 17. NO WAIVER

No waiver by the Buyer of any contractual remedy for breach of certain contractual obligations on the part of the Seller shall be considered a waiver of the right to invoke remedies for further breaches of the same or any other contractual provisions. Failure by the Buyer to exercise any right under this Contract does not amount to a waiver of that right and may be exercised in the present or in the future by the Buyer.

## 18. ENFORCEABILITY

If any competent authority considers a clause in these Terms and Conditions to be null and void or ineffective for any reason, in whole or in part, the validity of the other clauses of these Terms and Conditions and the part of that clause not affected by nullity or any other cause of ineffectiveness shall be valid under the law in force at the time the document was concluded. In such cases, the Buyer shall seek in good faith the replacement of any provisions considered invalid or subject to other causes of ineffectiveness with provisions which will pursue, from an economic point of view, in the closest and equitable manner the effect of the invalid provision, and if the ineffective provisions are not replaced, the supplementary legal provisions in the field shall be applied at the parties' discretion.

## 19. RELATIONSHIP BETWEEN THE PARTIES

20.1 No provision in this Contract constitutes a declaration or agreement that the parties are members of any partnership, joint venture, association, trade union, agency or other entity for any purpose, and the parties agree and recognise that they are independent contractors in respect of reciprocal performance under this Contract.

20.2 The Seller has no power to bind the Buyer or to assume obligations of any kind or to conclude contracts in the name and on the Buyer's behalf or to make the Buyer liable in any way.

## **20. FORCE MAJEURE**

If either party (Seller or Buyer) is prevented from performing any of its contractual obligations because of an event beyond its reasonable control, including, for example, fire, explosion, flooding or other acts of God, civil war or rebellion, strike (hereinafter referred to as “event of force majeure”), the party unable to perform, in whole or in part, definitively or temporarily, shall not be liable for breach of this Contract in respect of such non-performance to the extent that the non-performance is due to a force majeure event. The performance of obligations shall be suspended for as long as such an event lasts, provided that the party unable to perform immediately notifies the other party in writing of the event of force majeure. The party unable to perform shall make all reasonable efforts to eliminate the force majeure event in order to resume the fulfilment of its obligations as soon as possible.

## **21. CONFORMITY**

The Seller shall comply with all requirements and/or obligations of any legislative act, including statutes, orders, regulations, directives and/or guidelines imposed by law, regulatory agencies or departments, government departments and/or bodies of the EU covering the manufacture, materials, packaging, distribution, import, pricing or sales of the Products or any other provisions of this Contract.

## **22. COMMUNICATIONS**

All written and oral communications, all documents and the labelling and marking of all packages shall be in Romanian or English, unless the Buyer specifies otherwise in writing.

## **23. GOVERNING LAW – DISPUTE RESOLUTION**

23.1 All orders accepted by the Seller shall be deemed to have been concluded at the Buyer’s registered office. Romanian law shall apply to this contract as regards both its conclusion and its interpretation and performance. At the same time, any disputes arising in connection with the conclusion, interpretation or performance of this contract, without prejudice to the enforcement of any judgment or order in any other jurisdiction, shall be referred for settlement to the Romanian courts holding jurisdiction at the Buyer’s registered office. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG), referred to as the “Vienna Convention”, shall not apply.

23.2 The parties declare that the above general terms and conditions of purchase and delivery are translated into French, German, English or any other language only in order to explain mutual contractual obligations and that, regardless of the accuracy of the translation, the basic text was drafted in Romanian and this language shall be used for the interpretation of words, specialist terminology and/or expressions in the full text as a single and exclusive language. This text is an electronic version available for consultation and for which the possibility of being consulted is expressly referred to on the first page of standard order documents and order confirmations.