

# **GENERAL SALES AND DELIVERY TERMS AND CONDITIONS OF EUROBOX LOGISTICS SRL**

## **I. Applicability**

a) The following terms and conditions of sales and delivery of Eurobox Logistics SRL shall apply to legal entities and public institutions that start and/ or conduct business relationships with Eurobox Logistics SRL.

b) These terms and conditions apply to all made offers and quotations and to all agreements relating to sales and deliveries by Eurobox Logistics SRL and the supply by Eurobox Logistics SRL of services and/or advice. By placing an order, the Customer accepts these terms and conditions, excluding any other conditions. Deviations from these General Conditions shall not apply unless agreed specifically in writing. The Seller is only bound by the conditions from the order confirmation. If the Buyer does not accept the order confirmation, he must notify the Seller in writing immediately, not later than 24 hours.

c) Conditions of any nature whatsoever applied by the customer, whether or not contained in general conditions applied by the customer, or conditions attached to or transmitted together with the purchase order, shall apply only if these conditions have been expressly accepted by Eurobox Logistics SRL in writing by signature of approval.

d) Statements of Eurobox Logistics SRL through quotations and/ or offers, circulars, communications, catalogues, recommendations, brochures and/or technical datasheets promoting the goods and services, the industrial fields where they can be used or their applications shall always be interpreted as general information and never as referring specifically to one particular type of application. The customer shall therefore be responsible himself for specific applications of the goods offered by Eurobox Logistics SRL for a particular type of use, unless expressly agreed otherwise in writing.

e) Should any individual clause of this document be, or become, ineffective, the effectiveness of the remaining clauses shall remain unaffected.

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

a) All offers and quotations are non-binding unless explicitly stated as binding. Orders will be confirmed by Eurobox Logistics SRL in writing by means of either the Order Confirmation or, in absence of that, the Invoice. Eurobox Logistics SRL shall only be bound by such confirmation. Eurobox Logistics SRL reserves the right to the customary margin of variation in respect of quantities and technical details, such as measurements, weights and colour resistance and durability.

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

### **III. Prices**

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

b) Eurobox Logistics SRL has no obligation to previous price agreements for follow-up orders (orders placed by the same customer for the same previously ordered products).

### **IV. Delivery**

a) Delivery shall be made at the date or within the period mentioned in the confirmation. If the confirmation states delivery "on call", the Customer shall take full delivery within 3 months from the date of the confirmation. Eurobox Logistics SRL is entitled to deliver in instalments. Eurobox Logistics SRL is entitled, whenever appropriate, to deliver up to 5% above or below the quantity stated in the order confirmation and to invoice accordingly. If the Customer has not taken delivery of the goods on the agreed date, the goods shall be put into store for the Customer's account and risk.

b) If the necessary information for the performance of the Agreement is not, in Eurobox Logistics's opinion, in Eurobox Logistics SRL's possession in time to effect performance on the agreed date, then Eurobox Logistics SRL has the right to set a new date for delivery and revise the price or annul or terminate the Agreement. Exceeding the agreed date and/or times of delivery by Eurobox Logistics SRL shall not constitute a breach of contract and shall not entitle the Customer to annul or terminate the Agreement in whole or in part and/or claim for damages.

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

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

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

e) Exceeding the agreed date and/or times of delivery by Eurobox Logistics SRL shall not constitute a breach of contract and shall not entitle the Customer to annul or terminate the Agreement in whole or in part and/or claim for damages.

## **V. Reservation of Property**

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

## **VI. Claims and Complaints**

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

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

Any right to claim shall lapse if:

- claims have not been made in writing and within the requisite periods;
- Eurobox Logistics SRL has not been given the opportunity to examine the complaint in site;
- the goods continue to be used.

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

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

## **VII. Warranty**

a) Eurobox Logistics SRL guarantees that the goods supplied by it are made of quality material and have been produced with good workmanship. If defects should nonetheless occur in the goods supplied by Eurobox Logistics SRL owing to faults in the manufacturing and/or material, Eurobox Logistics SRL shall, at its sole discretion, repair these defects (or have them repaired) or make available (or cause to be made available) the parts required for the repair, or replace the relevant goods completely, or re-imburse at the most the invoiced

value of the broken goods. This guarantee shall last for maximum three months after delivery.

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

c) Shall in any event be excluded from the guarantee the defects as result of:

- a failure to observe instructions for use, operating rules etc. or of use other than the normal intended use;
- normal wear and tear;
- assembly/installation or repair by third parties or the customer, without the prior written consent of Eurobox Logistics SRL.

d) In case of goods produced and delivered to measure or those for which Eurobox Logistics SRL has submitted a sample to the customer, or those in which Eurobox Logistics SRL follows the instructions from the customer, parties agree to compare the goods with the prototypes accepted by the customer. Eurobox Logistics will only accept a liability in case the quality of the goods is lower than the quality of the sample.

e) If Eurobox Logistics SRL replaces parts/goods in compliance with its guarantee obligations, the replaced goods or parts shall become its property.

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

## **VIII. Liability**

a) Eurobox Logistics SRL shall not be liable for any costs, damages or interest (including consequential damages) whether directly or indirectly incurred due to any advice or recommendation given by Eurobox Logistics SRL or due to operations it has undertaken, to non-delivery or to the application or use of the goods. Eurobox Logistics SRL is only liable for manufacturing and/or materials defects. If Eurobox Logistics finds that the complaints regarding these defects are just, it can choose to:

- repair the defects;
- deliver goods to be replaced instead of returning the goods with defects;

or

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

b) Eurobox Logistics SRL shall not be liable for costs, damages and interest (including consequential damages) incurred or to be incurred by the repair, removal, usage or the

replacement of the goods as a direct or indirect result of the defects. The Customer shall exempt Eurobox Logistics SRL of all claims of third parties resulting from the defects.

c) Eurobox Logistics SRL shall not be liable for:

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

## **IX. Industrial Property Rights**

a) The copyright and industrial property on estimations, software, drawings, illustrations, list of materials, offers, specifications and other information supplied by Eurobox Logistics SRL shall remain vested in Eurobox Logistics SRL possession. They shall not be copied without Eurobox Logistics SRL's permission in writing. The Customer shall treat any information received from Eurobox Logistics SRL as strictly confidential and shall not communicate it to third parties without Eurobox Logistics's prior permission in writing.

b) No drawings, software, stereo-types, moulds or tools (even if made in co-operation with the Customer or on its expense), nor the products manufactured therewith, may be copied without Eurobox Logistics SRL's permission in writing. Moulds, tools etc. will remain Eurobox Logistics SRL 's property, even if the Customer has ordered their manufacture or has been charged with the costs thereof. The Customer shall exempt Eurobox Logistics SRL of all claims of third parties resulting from any infringement of a right of industrial property relating to the manufacture, delivery or use of a product or work undertaken, made according to that Customer's specifications.

## **X. Payment**

a) Payment shall be made within 5 days after date of invoice, unless otherwise stated in the confirmation. All payments shall be made without deduction or compensation.

b) Eurobox Logistics SRL shall have the right to charge penalties of 0,05% per day from the due value for the first 30 days of delay and 0,5% per day calculated on the due amount for delays of more than 30 days.

c) Any part payment shall first be deducted from the penalty and costs amount, even if the customer states that the payment relates to an invoice payment. All costs, both judicial and extra-judicial, the latter assessed at 10% of the invoiced amount, but not less than 3,000 Eur, incurred in collecting and recovering overdue amounts, are for the Customer's account.

## **XI. Suspension**

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

## **XII. Continuous improvement**

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

## **XIII. Unforeseen Circumstances**

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

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

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

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

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

a) All offers and quotations made and agreements entered into shall be exclusively governed by and construed according to Romanian law. All disputes connected with or arising from

offers or quotations made and agreements entered into by Eurobox Logistics SRL shall be exclusively submitted to the Chamber of Commerce in Bucharest, provided that if Eurobox Logistics SRL brings an action it may choose to proceed in a court of a different jurisdiction.

#### **XV. Modifications**

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

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