

## 1. General Provisions

- 1.1. Unless otherwise specified, the general purchase terms and conditions herein (hereinafter referred to as the "General Conditions") represent the general regulatory framework and apply to all purchases of goods and/or services, as such are defined by art. 2.1 below, made by Comvex S.A., Romanian legal entity established in Constanța, Harbour Premises, Berth 80-84, Constanta County, registered with Constanța Trade Register under no. J13/622/1991, Sole Registration Code 1909360, as the buyer (hereinafter referred to as "Comvex" or the "Buyer").
- 1.2. The provisions comprised in these General Conditions are supplemented accordingly by the commercial conditions stipulated in the Purchase Orders and accepted by any company having a commercial relation with SC Comvex.
- 1.3. These General Conditions shall replace, without exception, any other conditions of the Provider related to the offer, purchase, acceptance, warranties and other commercial conditions, even if they stipulate otherwise. The acceptance of the order by the Provider automatically also implies the acceptance of the General Conditions, including for the subsequent orders, unless the Parties otherwise agreed in writing and expressly.
- 1.4. These General Conditions supplement the provisions of any contracts concluded between the Provider and the Buyer. Any amendment or provision derogatory from General Conditions must be agreed upon in writing by the Provider and the Buyer.
- 1.5. The Purchase Order shall come into force on the date on which it is accepted in writing by the Provider, by post, fax or e-mail.
- 1.6. Unless otherwise established in writing by the Parties, these General Conditions come into force on the date of the acceptance of the Buyer's Purchase by the Provider.

## 2. Definitions and interpretations

- 2.1. „Purchase” represents the goods and/or services purchased by Comvex for the proper performance of the activity thereof, including, but not limited to the following:
  - (i) repair services, having the current or capital nature, of the equipment, installations, machinery and real properties used by Comvex in the activity thereof, as well as services of verification, control or overhaul thereof;
  - (ii) purchases of materials, machinery, equipment and any other goods necessary for the activity performance by Comvex;
  - (iii) any work necessary for the proper fulfillment of the Purchase Order by the Provider, along with
  - (iv) the delivery documents representing the related documentation necessary for the delivery or the proper fulfillment of the Purchase Order, in compliance with the requirements set forth in the initial order or the reviewed one and in compliance with these General Conditions

- 2.2. „General Conditions” represent the general purchase Terms and Conditions of Comvex, along with any other amendments agreed upon in writing by the authorized representatives of the Buyer and of the Provider and/or detailed in the Purchase Order that this document is enclosed to.
  - 2.3. „Purchase Order” represents the initial order for the purchase of the goods and/or services, issued by the Buyer along with the General Conditions.
  - 2.4. „Contract” means any contract of purchase of goods and/or services, as such are defined by art. 2.1 above, concluded between the Parties, along with the appendices and the addenda and it is made up of order, the specific conditions accepted in writing by the Provider and these General Conditions, excluding any comment that may bring amendments in the acceptance form of the Purchase Order, if this is not explicitly established and accepted in writing by the Buyer.
  - 2.5. „Reviewed Order” represents any review and/or amendment of the Purchase Order, issued pursuant to art. 4 below.
  - 2.6. „Delivery Date” represents the date indicated in the Purchase Order as being the delivery date for the goods, the work completion date, respectively the service supply date, as applicable.
  - 2.7. „Price” represents all amounts payable to the Provider, in the conditions of the entire and proper fulfillment of the obligations undertaken by the Contract and/or by the acceptance of the Purchase Order.
  - 2.8. „Party/ Parties” represent the Buyer and the Provider, as such are identified in these General Conditions.
  - 2.9. „Buyer” represents SC Comvex S.A., having the identification data set forth in art. 1.1 above.
  - 2.10. „Provider” represents the individual, respectively the legal entity indicated in the Purchase Order and to whom/which the Purchase Order is issued.
3. **Purchase Order Acceptance**
    - 3.1. Unless otherwise agreed in writing by the Parties, the acceptance of the Purchase Order and of any Reviewed Order by the Provider shall represent the acceptance and implicit consent to also comply with these General Conditions.
    - 3.2. The Provider's failure to confirm the order within 3 (three) business days of the Purchase Order receipt date shall be deemed an acceptance of the Purchase Order. Upon the acceptance of the Purchase Order, the Provider shall not make any comment that can be an amendment to the General Conditions, otherwise the Buyer shall be entitled to cancel the Purchase Order, without any right of compensation for the Provider.
  4. **Reviewed Orders**
    - 4.1. Either Party shall be able to review the Purchase Order, if it deems this necessary, but only with the prior consent of the other Party, expressed in writing and properly communicated within maximum 3 (three) business days of the receipt of the review request. The proposed review may include, but is not limited to the following: supplements or reduction in terms of quantity, quality or

price of the Purchase, the location, Delivery Date or transport method.

- 4.2. In case of the amendment proposed by the Buyer, the Provider shall send to the Buyer, within maximum 3 (three) business days of the review request receipt, the effects of these amendments on the Price and Delivery Date, as well as on the safety, risks, as well as any other reasonable effects related to the Purchase Order.
  - 4.3. The effects of the amendments communicated in compliance with art. 4.2 above shall be deemed accepted by the Buyer only in case of the transmission thereby of a Reviewed Order reflecting the new commercial conditions.
  - 4.4. In case of lack of answer within the terms stipulated in art. 4.1 or should any disagreements occur between the Buyer and the Provider with regard to the amendments proposed pursuant to art. 4 by either Party, they shall attempt to amicably settle the difference, in compliance with the provisions of these General Conditions. In this respect, the Buyer shall be entitled to exercise any of the following options: (i) either the withdrawal of the proposed amendment; (ii) or the cancellation of the entire Purchase Order, by the written notification to the Provider about the exercised option, within 3 (three) business days. It shall be possible for the Buyer to be bound to the indemnification of the Provider for the damages caused as a consequence of the exercise of the option set forth in section (ii) above, only if the provisions of this article have been breaches and if the conditions stipulated in art. 1.357 in the Civil Code on the conditions for civil liability are met, considering the obligations already fulfilled by the Provider.
5. **Suspension of the Performance of the Purchase Order**
    - 5.1. Upon the Buyer's request expressed in writing, the Provider shall suspend the performance of the Purchase Order, if the scope thereof fully or partially allows this, in the manner deemed necessary by the Buyer, after prior notice and over a total maximum period of 6 months.
    - 5.2. The Buyer and the Provider shall amicably establish any measures of indemnification for the coverage of the loss incurred by the Provider due to this suspension, if applicable.
  6. **Quality**
    - 6.1. The entire Purchase shall be compliant with and shall fully observe the quantity, quality and description set forth in the Purchase Order, as well as the relevant applicable local or national requirements, whether they refer to the performance materials or the equipment used in the fulfillment of the Purchase Order. The Purchase shall exactly comply with the samples, licenses, drawings or specifications, if any, indicated in the Purchase Order, shall be compliant with the performance standard set forth in the Purchase Order and shall be fit for the purpose for which it was requested, according to the Purchase Order
    - 6.2. Unless otherwise agreed, all goods provided as part of the Purchase shall be new, unused and manufactured, if applicable, according to the specifications in the

Purchase Order. If the Parties otherwise agreed, the goods provided under a Purchase Order shall be compliant with the requirements in the Purchase Order.

- 6.3. By the acceptance and confirmation of the Purchase Order, the Provider represents and warrants that it holds all permits, licenses, agreements and legal certificates necessary to carry out the Order.
  - 6.4. The Provider shall provide the management of the Purchase Order by skilled and competent personnel and, when the scope of the Purchase allows this, that all the used pieces of equipment and tools and/or provided to the Buyer shall be kept in optimal operating conditions until the date of the supply, delivery thereof to the Buyer or takeover thereof by the Buyer.
  - 6.5. If, according to the Purchase Order, the classification, certification or authorization by any regulatory authority is necessary, the obtaining of such classification, certification or authorization shall be solely incumbent upon the Provider. Unless otherwise indicated in the Purchase Order, the costs determined by such classifications, certifications or authorizations shall rest with the Provider
7. **Price and Payment Methods**
    - 7.1. For the performance of the Purchase in conditions compliant with the Buyer's requirements mentioned in the Purchase Order, the Buyer shall pay the Price to the Provider according to the terms stipulated in the Purchase Order.
    - 7.2. The Provider shall send to the Buyer a detailed invoice or invoices with the Price, according to the instructions in the Purchase Order, by e-mail or post courier, clearly specifying the Purchase Order number, the name of the products and/or a brief description of the Purchase. Unless otherwise specified in the Purchase Order, all payments shall be made by bank transfer in RON, in the account indicated in the invoice, within 30 business days of the invoice receipt from the Provider.
    - 7.3. The Provider warrants and ensures that, without the possibility of intervention of hardship, the fees and the prices in the Purchase Order are sufficient to cover the obligations comprised in the Purchase Order and that they shall be firm throughout the fulfillment of the Purchase Order.
    - 7.4. In all those cases where the Purchase implies the performance of a work and this performance, either fully or partially, shall be made at another location but the Provider's premises, the Provider shall be bound to provide the same quality and quantity conditions, as well as the compliance with the deadline set forth in the Purchase Order.
    - 7.5. The Buyer reserves its right to suspend and retain any payment owed to the Provider, to the extent to which the protection of the Buyer is necessary, against a loss caused by the fact that the purchased goods, the provided materials or the supplied service are not compliant with the requirements in the Purchase Order, as well as in case of the Provider's breach of the obligations thereof or in case of existence of disagreements over an invoice.
    - 7.6. As compensation for the delayed Payment settlement, in the case of an invoice accepted in compliance with the

terms agreed upon in the Purchase Order, the Provider shall be entitled, for the delayed payment, to penalties amounting to 0.03% for each day of delay, calculated from the amount of the unfulfilled payment liability. The amount of the penalties may not exceed 5% of the total value of the Purchase Order.

- 7.7. Should the Provider delay the delivery of the Purchase, the Buyer is entitled to penalties for the delayed fulfillment of the Provider's obligations, amounting to 0.03% for each day of delay, calculated as of the date indicated as being the Delivery Date and from the total value of the Purchase provided with a delay. The amount of the penalties may not exceed 5% of the total value of the Purchase Order.
- 7.8. Any other additional costs derived from the fulfillment of the Purchase Order shall be separately indicated in the Purchase Order.

## 8. Inspection and Testing

- 8.1. In all cases where the scope of the Purchase allows this and the Buyer deems it necessary, it is entitled to participate in certain stages within the activities of repair, confectioning and inspection and, respectively, to make, tests, verifications or intermediary trials prior to the performance and delivery of the Purchase Order by the Provider.
- 8.2. The Buyer is bound to request the Provider's prior consent in order to participate in the activities performed by the Provider, pursuant to art. 8.1. above, by sending a written notification, agreement that cannot be refused, except for force majeure situations, when the access to the Provider shall be blocked.
- 8.3. The Buyer shall be entitled to reject any acceptance that it deems inappropriate or lower in terms of the quality of the material, performance or project and/or as being non-compliant with the Buyer's specifications. Upon the written notification of any rejected acceptance, the Provider shall take all the necessary measures in order to replace or correct the defects claimed by the Buyer, at the Provider's expense and as soon as possible, but not more than 5 days as of the notification date of the rejection of the acceptance for the goods and/or services having been contemplated by the Purchase Order
- 8.4. The Provider shall send a written notification to the Buyer at least 7 (seven) business days prior to the delivery, informing it that the scope of the Purchase or a part thereof is ready for inspection and/or testing, as applicable, if the scope of the Purchase allows this and in case such inspections and/or tests are applicable, depending on the specificity of the Purchase.
- 8.5. The inspection, testing or acceptance of any Purchase by the Buyer, if the scope thereof allows this, within the terms of this article, shall not exempt the Provider from the obligations thereof derived from the Purchase Order, including, but not limited to the Provider's liability for any defect subsequently discovered related to the Procurement, within the terms of the warranty for flaws, eviction or good operation, as applicable.
- 8.6. The Provider shall send, at the expense thereof, to the Buyer, the analysis, testing, inspection, calibration, origin certificates, as applicable, requested by the Buyer or imposed by law, at the latest by the Delivery Date.

## 9. Purchase Order Delivery

- 9.1. The Purchase shall be performed and delivered on the Delivery Date. If the Provider fails to start the performance of the Purchase Order within the timeframe agreed upon by the Parties or the Provider fails to complete the Purchase Order on the Delivery Date, the Buyer may cancel the Purchase Order or a part thereof, according to the provisions of art. 11 in these General Conditions.
- 9.2. Depending on the delivery term of the Purchase Order, the Provider is bound to send to the Buyer, in the agreed form and on a regular basis, updates on the progress of the performance of the Purchase Order and any amendments of the Delivery Date, with the specification of the steps taken and the measures adopted by the Provider in order to remove such delays
- 9.3. If the Purchase is not delivered by the Delivery Date, then, without prejudice to other rights, the Buyer reserves its right to recover from the Provider any necessary and reasonable expense incurred by the Buyer in order to obtain replacement goods from another Provider and to claim indemnification for any additional costs, loss or expenses incurred by the Buyer as a consequence of the Provider's failure of delivery of the goods and/or non-fulfillment of the obligations in the Purchase Order.
- 9.4. Should the delivery not be made upon the term established by the Parties by mutual agreement, the provisions of art. 7.7. above are applied accordingly.
- 9.5. If the Purchase is inappropriately or incompletely delivered on the Delivery Date and unless otherwise agreed in writing by the Provider and the Buyer, the delivery shall not be deemed completed until all nonconformities are remedied or, respectively, until the full delivery of the Order, subject to the exercise by the Buyer of the right to cancel the Purchase Order, in compliance with the provisions of art. 9.1 above.

## 10. Purchase Order Reception

- 10.1. The delivery terms for the goods/services contemplated by the Purchase Order are those stipulated in the Purchase Orders sent by the Buyer to the Provider.
- 10.2. The duty of delivery is deemed fulfilled upon the quantitative and qualitative reception of the goods and/or services by the Buyer, in full observance of the following provisions:
- the reception shall be made by the Buyer at the Delivery location and Date, according to the delivery term stipulated in the Purchase Order.
  - Upon the delivery, the Parties shall sign, via the authorized representatives thereof, the documents accompanying the goods (waybill, AWB, reception protocol or any other delivery documents accompanying the transportation or the invoice) or any other documents necessary according to the legal provisions
  - The verification and reception of the services purchased by the Buyer shall be made according to the delivery term stipulated in the Purchase Order and shall be confirmed by a reception protocol signed by the authorized representatives of the parties. The minimum documents underlying the reception of the services is the following:

- Purchase Order /services agreement;
- technical performance documentation/specifications;
- quality certificates for the used materials;
- quality records of the performed works;
- qualification certificates and licenses of the operating personnel;
- calibration/ non-destructive control /testing certificate /inspection sheets;
- endorsed working procedures;
- certifications / authorizations from the relevant authorities in the field.

- 10.3. The Buyer shall be entitled to reject any reception that it deems inappropriate or lower in the terms of the quality of the material, performance or project and/or as being non-compliant with the Buyer's specifications. Upon the written notification of any rejected reception, the Provider shall take the necessary measures in order to replace or remedy the defects claimed by the Buyer, at the Provider's expense and as soon as possible, but not more than 5 days of the notification date of the rejection of the reception for the goods and/or services having been contemplated by the Purchase Order.
- 10.4. The risk for the goods is taken over by the Buyer upon the receipt thereof, according to the provisions stipulated in the Purchase Order.
- 10.5. The costs related to the returns of goods deemed non-compliant following the qualitative reception are incumbent upon the Provider.
- 10.6. The delivery documents accompanying the goods or related to the services contemplated by the Purchase Order shall indicate the reference of the order sent by the Buyer.

## 11. Subcontracting

- 11.1. The Provider shall not fully subcontract the Purchase Order. The Provider shall not subcontract any part of the Order without the Buyer's written consent on the proposed subcontracting and the identity of the proposed Subcontractor. For the avoidance of any misunderstanding, the Buyer shall be able to reject the subcontracting or any Subcontractor proposed by the Provider
- 11.2. On the Purchase Order confirmation date, the Provider shall present the Buyer with the List of the Subcontractors and the personnel thereof. The Provider shall not be entitled to designate or replace any of the Subcontractors without the Buyer's prior written consent.
- 11.3. The Provider shall be liable for the actions, omissions and deficiencies of the Subcontractors as if they were the Provider's own actions, omissions or deficiencies. The Provider is responsible to make sure that the entire personnel of the subcontractors complies with all the provisions in the field of the labour law and the occupational health and safety, environmental protection, food safety etc. stipulated in the applicable laws and regulations, as well as all the Buyer's specific standards. The Provider is also liable to make sure that the Subcontractors hold all the permits and licenses necessary according to the Romanian law for the performance of the Purchase Order and all the related operations, respectively that they have the necessary qualification for the performance of the Purchase Order,

and that they are authorized to provide the contracted services. For the avoidance of any doubts, irrespective of the Subcontractors' actions, omissions or deficiencies, the Provider shall remain directly and fully liable towards the Buyer, according to the requirements of the Order, as if the Subcontractors' actions, omissions or deficiencies were the Provider's.

## 12. Nonconformities, failures and warranties

- 12.1. The Provider shall duly remedy at its expense any defect/non-conformity claimed by the Buyer, when the scope thereof allows this, within 12 months of the date on which Purchase was commissioned for the specific use thereof, or within 24 months of delivery, whichever occurs first. Such a remedied Purchase shall be guaranteed for 12 more months from the reception date.
- 12.2. The Provider shall remain bound to remedy, at its own expense, all defects which, though occurred over the warranty period indicated in art. 10.1. above, have not been obvious and known until subsequent to the expiry of such period, within the terms of the liability for latent defects, as such is regulated by the provisions of the Civil Code.
- 12.3. Should the Provider fail to duly remedy the defects/nonconformities of the Purchase, in compliance with the provisions of this art. 10 or if, as a consequence of these defects, the Purchase becomes improper to the intended use, the Buyer may remedy them itself or may authorize third parties to remedy them, the costs related to such remedies being subsequently invoiced to and covered by the Provider. Within maximum 30 days of the related invoice receipt from the Buyer, the Provider is bound to make the payment accordingly. Any payment delayed according to this paragraph shall entitle the Buyer to penalties for late payment amounting to 0.03% for each day of delay, calculated on the amount of the non-fulfilled payment liability. The amount of the penalties may not exceed 5% of the amounts it is calculated on.
- 12.4. The costs related to the return of the Purchase Order deemed non-compliant following the qualitative reception are incumbent upon the Provider.
- 12.5. The warranty and indemnification that the Buyer is entitled to according to this article are additional to any other rights and compensations of the Buyer, specified in the Purchase Order, the Contract, if applicable or by law.

## 13. Purchase Order Cancellation

- 13.1. If the Provider fails to fulfill any of the obligations stipulated in these General Conditions and/or the Order, where applicable, including, but not limited to: the non-compliance with the Delivery Date, the performance stages in the Purchase Order, the non-observance of the Buyer's instructions, and such non-fulfillment may be remedied, the Buyer shall send to the Provider a written notification within 2 (two) business days of the ascertainment of the non-fulfillments, requesting the remedy and the proper fulfillment of the obligations, within the timeframe granted by notification.
- 13.2. In the event that, even following the notification indicated in art. 12.1 above, the Provider fails to fulfill the obligations by the remedy of the aspects indicated by the

notification or in case the Buyer considers that the Provider's non-fulfillment is impossible to be remedied, the Buyer is entitled to cancel the Purchase Order, fully or partially, sending in this respect a written notification to the Provider, without prejudice to other rights derived from the Purchase Order. The Buyer shall be entitled to retain the Purchase, if the scope thereof allows this, including, but not limited to drawings, documents, records of the inspection or testing related to the Purchase.

**13.3.** Without prejudice to other rights of the Buyer, upon the cancellation of the Purchase Order, when the scope of the Purchase allows this, the Buyer shall be entitled to enter the Provider's premises or any location where the Purchase is situated, if applicable, in order to gain possession of the Purchase, fully or partially, including, the drawings, documents, records of the inspection, without preventing or interacting with other goods or works performed by the Provider for third parties and in full observance of the applicable legal regulations. Under these circumstances, the ownership shall be transferred from the Provider to the Buyer

**13.4.** The Buyer shall be entitled to retain any payable amount, fully or partially, which is owed to the Provider in case of completion of the Purchase Order by own means or by third parties. If the cost of the Purchase exceeds the balance owed to the Provider, the Provider shall pay the difference to the Buyer within 7 (seven) business days.

#### **14. Purchase Order Termination**

The Buyer shall be entitled to unilaterally terminate the Purchase Order, at any moment, fully or partially, notifying in writing the Provider in this respect, and the Provider shall stop any performance in case and to the extent to which it is indicated in the termination notice. The ownership over the Purchase, if the scope of the Purchase allows this, including the goods, materials and documentation for which the Provider has been or shall be paid, shall be transferred to the Buyer within 1 business day.

**14.1.** The Provider undertakes to take all reasonable and necessary measures in order to mitigate any prejudice that could result from the termination of the Purchase Order by termination, by consideration of the obligations fulfilled at that moment and the steps already taken by the Provider.

**14.2.** In case of the unilateral termination of the Purchase Order according to this article, the Buyer shall be entitled to enter the Provider's premises or any location where the Purchase is situated and to fully or partially take over, in the quantum of the payments made or to be made, the Purchase performed until the termination.

The Parties shall mutually agree upon a termination fee, which shall reflect the price of the Purchase having been properly performed, partially or fully, until the date of the termination of the Purchase Order, following the termination by the Buyer. Following the payment of the termination fee, the Buyer shall not be held liable for the anticipated costs or for any other loss and/or profit. This fee shall be adjustable in order to appropriately reflect the payments already made to the Provider for such Purchase Order.

#### **15. OHS Requirements**

**15.1.** The Provider undertakes the liability before the Buyer and the control bodies for the compliance with the provisions of the OHS-ES-ENVIRONMENTAL convention, both by its own personnel and by all the subcontractors thereof, if it subcontracts works performed within the premises of Comvex.

**15.2.** The Subcontractors providing services within the premises of Comvex shall meet the same criteria and requirements as the Provider.

**15.3.** The Provider shall present the Buyer with records of the organization of the OHS-ES-ENVIRONMENTAL activity, in compliance with the legal provisions.

**15.4.** Within the Buyer's premises, the use of the individual protection equipment (IPE) is mandatory. The protection clothing (overall/combination suit, jacket etc.) shall be inscribed with the Provider's name, respectively with the surname and name of the employee wearing it.

**15.5.** The Provider shall present records that may prove the competence of the personnel that shall perform activities within the premises of Comvex.

**15.6.** The Provider is bound to inform in writing the Buyer, at least 48 hours in advance, about the amendment of the structure both for its own personnel and for the subcontractors' personnel that is going to provide services within the premises of Comvex.

**15.7.** The work equipment that shall be used shall be technically compliant and shall have the updated authorizations, and the operating personnel shall be authorized to day, if the law required this.

#### **16. Title Deed and Risk Transfer**

**16.1.** The Provider warrants that it holds a valid title over all the goods and/or services provided to the Buyer according to the terms of the Purchase Order.

**16.2.** The title over the Purchase, if the scope thereof allows this, shall be transferred from the Provider to the Buyer when the Purchase, fully or partially, is identified as being the scope of a Purchase Order or of a Contract between the Parties, upon the settlement of the payment for the Purchase, when the title shall be transferred pro rata with the payments made or upon the acceptance of the Purchase by the Buyer at the delivery point, whichever occurs first.

**16.3.** The risk shall rest with the Provider until the delivery or acceptance of the Purchase by the Buyer, whichever occurs first, in compliance with the provisions of these General Conditions.

#### **17. Indemnification**

**17.1.** The Provider shall indemnify and exonerate the Buyer and/or the Buyer's employee from any obligation, cost or expense that may occur as a consequence of:

- a) Any breach or claimed breach related to the inventor licenses, project, registered study, copyright or registered trademark referring to the Purchase, provided that this indemnification is not applied in case the deviation occurs as a result of the Provider's correct use of a project provided by the Buyer; or

b) any accident or death of the personnel of the Provider, of the parent-company, of the branches and associates, subcontractors of a third party and/or of the Provider, and/or the loss of or damage to the property of the Provider, of the parent-company, of the branches and associates, subcontractors of a third party and/or of the Provider, including the property of the personnel and agents, occurring from or related in any way to the performance of the Purchase Order.

**17.2.** The Provider is bound to take out insurance policies for the obligations indicated in the previous section and to provide the Buyer, upon the request thereof, with evidence of the valid insurance policies.

**17.3.** If, following a breach by the Provider of the obligations incumbent thereupon according to these General Conditions, the Purchase Order or the Contract, the Buyer is bound to undertake obligations or conclude contracts with third parties related to the Purchase, then the Parties agree that the Provider shall exonerate the Buyer from any claims, compensations, costs or expenses incurred by the Buyer with the third parties or imputed to the Buyer by such third parties. The Parties agree that the damages and the expenses incurred by the Buyer as a consequence of the Provider's breach of the obligations incumbent thereupon are results of the Provider's non-fulfillment of such obligations. The Provider shall indemnify the Buyer for the produced damages, including for the additional expenses incurred by the Buyer with third parties.

#### **18. Force Majeure**

**18.1.** Should one of the Parties be in impossibility of properly and duly fulfilling the obligations incumbent thereupon according to the Purchase Order or the Contract, if applicable, as a consequence of a force majeure event, as such is defined herein below, by art. 18.3. and 18.4, then such Party shall be entitled to a reasonable extension for the fulfillment of the obligations and shall be exonerated from liability, within the terms of this article.

**18.2.** The cases where the non-fulfillment of the obligation has as cause its own inefficacy or the culpable, inappropriate or delayed fulfillment by the Provider or by any of the subcontractors of a third party and of the Provider represent an exception from this article.

**18.3.** Any external, unpredictable and absolutely invincible and unavoidable circumstance, occurred after the confirmation of the Purchase Order by the Provider and preventing the proper fulfillment of the obligations is deemed force majeure.

**18.4.** Circumstance such as the following are also deemed force majeure events, within the meaning of this article: war, earthquake, floods, embargo, legal restrictions occurred subsequent to the Provider's confirmation of the Order, very low or very high temperatures (-20°C, +37°C), heavy snow and blocking the performance of the Purchase, as well as any other event beyond the control of the Party invoking it.

**18.5.** The Party invoking force majeure is bound to notify in writing the other Party within 48 hours of the occurrence date of such force majeure case. The Party having invoked force majeure shall send a notification also in

case the force majeure event terminates. If it fails to proceed to the notification, within this timeframe, of the start or termination of the force majeure event, the Party invoking it shall bear all damages caused to the other Party by the failure to duly notify.

**18.6.** The exoneration from liability operates for the Party invoking force majeure under the force majeure certificate released in virtue of the documentation by the Chamber of Commerce and Industry or another relevant authority in this respect. This document shall be sent to the other Party within maximum 2 days of the date of release thereof by the relevant authorities.

**18.7.** Should the effects of the force majeure event bind to the suspension of the performance of the Purchase Order over a period exceeding 30 days, the Purchase Order is deemed cancelled.

#### **19. Technical Specification**

**19.1.** The Provider shall prepare, at its own expense, and shall send to the Buyer drawings, specifications and any other documents that the Buyer requests related to the performance of the Purchase Order, if applicable. The Buyer is entitled to approve these technical documents, but this approval doesn't exonerate the Provider from the additional responsibilities derived from the Purchase Order. The drawings and the specifications shall be compliant with the Buyer's instructions.

**19.2.** Any discrepancy between the drawings, the specifications and other pieces of information provided by the Buyer to the Provider shall be immediately communicated to the Buyer by the Provider, which shall issue a written notification in order to correct the discrepancy. The Provider shall not be entitled to any additional payment following the correction of such a discrepancy.

#### **20. Confidentiality**

**20.1.** Neither Party is entitled, without the written consent of the other Party:

- (i) to disclose the Purchase Order, the Contract or any provision thereof to a third party, to people other than those involved in the performance of the Purchase Order or of the Contract, if applicable;
- (ii) to use the information and documents obtained or that it has access to over the performance period for a purpose other than the fulfillment of the contractual obligations thereof.

**20.2.** The disclosure of any piece of information to the people involved in the performance of the Purchase Order, respectively of the Contract, shall be made in strict observance of the confidentiality thereof and shall extend only to such information necessary for the performance of the Purchase Order, respectively the running of the Contract, as applicable.

**20.3.** The Parties shall be exonerated from the liability for the disclosure of information related to the Purchase Order or the Contract, in the following cases:

- (i) the information was known by the Party before it was received from the other Party;
- (ii) the information was disclosed after the written consent of the other Party for such disclosure has been obtained;



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- (iii) the disclosing Party was duly bound to disclose the information.
- 20.4.** The Buyer is a company admitted for trading at Bucharest Stock Exchange, wherefore the Provider understands and undertakes the compliance with the relevant provisions applicable to the regime of privileged information being applied related to the Buyer's activity, as well as any other legal provisions or published market regulations and which may be related to the Purchase Order or, in general, to the legal relations established between the Buyer and the Provider.
- 21. Anti-fraud / Anti-corruption**
- 21.1.** The Parties shall take all necessary actions in order to prevent any fraudulent action thereof (including the shareholders, directors, managers or the employees thereof) and/or of any providers, agents, subcontractors related to money receipt from the other Party
- 21.2.** The Parties shall notify each other, within maximum 24 hours, whether they have any reasons to suspect that fraud has been committed, takes place or is likely to occur.
- 21.3.** The Parties consent that they shall not provide or give to any employee, agent or representative of the other Party or of another public or private entity any gift, commission or other benefits of any nature as incentive or reward in order to take, not to take, to have taken or not to have taken any action related to the obtaining or performance of the Purchase Order, respectively of the Contract with the other Party, if applicable, or in order to make or not to make a favour or disfavour to any person related to the Purchase Order, the Contract or another contract with the other Party
- 21.4.** The Parties warrant that they have not paid or agreed to pay any commission to any employee, agent or representative of the other Party or of another company related to the Purchase Order, the Contract or another contract with the other Party.
- 21.5.** The Parties warrant that none of the paid funds related to the Purchase Order, respectively the Contract, shall be used for payment having any illegal purpose, including, but not limited to influencing the purchase or the award of any business, of a contract.
- 21.6.** In case of the Parties or the employees, representatives, subcontractors, agents thereof or anyone acting on behalf thereof get involved in the forbidden actions indicated in the clauses above on anti-fraud and anti-corruption relates to the Purchase Order, the other Party is entitled:
- to terminate the Purchase Order, respectively the Contract and to recover from the other Party the value of any damage incurred by the Party, resulting from this termination; or
  - to fully recover from the other Party any damage incurred as a consequence of the breach of these clauses, irrespective of whether the Order was terminated or not.
- 22. Intellectual Property**
- 22.1.** The Provider shall transfer to the Buyer, as part of the obligations thereof derived from the Purchase Order, all intellectual rights arising or having arisen during the performance of the Purchase Order, if the scope thereof allows this. The Provider and/or the subcontractors thereof, upon the Buyer's request, shall take all steps and shall elaborate all the necessary documents in order to highlight this transfer and to protect the Buyer's intellectual property rights.
- 22.2.** All documents, including the ones in electronic format, that the Provider and/or the Subcontractors thereof elaborate during the performance of the Purchase Order shall be delivered to the Buyer and shall be clearly inscribed with "owned by the Buyer, all rights reserved".
- 22.3.** The Provider warrants to the Buyer the free use of and access to all drawings, documents, including, but not limited to the engineering and production records elaborated either by the Provider, or by the Subcontractors thereof, as part of the fulfillment of the obligations in the Purchase Order or requested by the Buyer for the conclusion or preservation of the Purchase, if applicable, and considering the specificity of the scope of the Purchase
- 22.4.** The Provider, the employees, the subcontractors and the agents thereof shall keep the confidentiality of all issues which are not of public interest and related to or derived from the Purchase Order.
- 23. Taxes**
- The Buyer shall be responsible for the payment of all taxes, import duties, transportation or personnel costs incurred by the performance of the Purchase Order and shall indemnify the Provider related to all liabilities and costs that may occur related thereto. Filing and payment of any applicable duties, travel tax, sales tax, labor tax, etc. is the responsibility of the Customer/Buyer.
- 24. Special Provisions**
- 24.1.** Should the Purchase Order require, either explicitly, or implicitly, the presence of the Provider, of the personnel or the subcontractors thereof within the Buyer's premises, including any construction site thereof, the Provider shall take all measures:
- so as not to prevent or interact with other works in progress at the Buyer's premises;
  - so as to enter the Buyer's premises only with the consent thereof and in full observance of a prior notice timeframe of minimum 48 hours and of the Buyer's Internal Regulations in terms of the duties of confidentiality and the Buyer's activity.
- 24.2.** If, by the activities thereof, the Provider prevents or interacts with other activities in progress at the Buyer's premises, then the Provider shall be responsible for any cost or penalty that could be derived from the delay in the performance of such activities, influenced by the Provider.
- 24.3.** The Buyer shall be entitled to reject any personnel supplied by the Provider, if, in the Buyer's opinion, they do not behave in a proper manner and/or they prevent the progress of the performance of the Purchase Order or of other works in progress within the premises thereof. Any rejected personnel shall be replaced at the Provider's expense.
- 24.4.** The Provider performs the Purchase Order as independent contractor and not as agent or employee of the Buyer.
- 25. Applicable Law. Miscellaneous**
- 25.1.** The Purchase Order, respectively the Contract and/or the General Conditions shall be governed by the Romanian laws and the Parties shall be subject to the exclusive jurisdiction of the relevant law courts at the Buyer's registered office for solving any occurring disputes, related to the Purchase or the performance of the Purchase Order, conducted according to these General Conditions and the relevant Purchase Order.
- 25.2.** Should one of the provisions of these General Conditions be declared null, illegal or inapplicable, the validity, legality and applicability of the other provisions of the General Conditions shall not be affected in any way. The Parties agree that any clause declared null will be replaced by another clause corresponding as close as possible to the spirit of the General Conditions, and, if this is not possible, it shall be deemed unwritten.
- 25.3.** The Provider shall comply with all the relevant standards, statutes, laws, regulations referring to or applicable to the performance of the Purchase Order.
- 25.4.** All written instructions, correspondence, reports, documentation, drawings, handbooks etc. and any other communication of another nature that is prepared as part of the performance of the Purchase Order shall be in Romanian, unless otherwise agreed by the Parties
- 25.5.** The Parties shall not be able to assign the rights and obligations stipulated in these General Conditions and/or derived from the Purchase Order to a third party without the assignee's express written consent, requested in writing by the assignor. This consent must be given by the assignee within 2 days of the date of the assignor's request of such consent, otherwise being presumed that the assignee has not consented to the assignment of the Purchase Order.
- 25.6.** The Provider shall obtain all approvals, permits and authorizations necessary for the performance of the Purchase Order and which are required by law or any applicable regulation and shall cover all the related costs.
- 25.7.** All notifications that reference is made to in these General Conditions shall be sent by fax, e-mail or mail with acknowledgment of receipt, in a proper manner providing evidence of the receipt thereof to the address of the parties indicated in the la Purchase Order.
- 25.8.** Any notification, correspondence or Purchase Order is deemed received:
- on the receipt of the acknowledgment from the courier, if it is sent by registered letter;
  - on the e-mail sending date, if it was sent during the Buyer's business hours (Monday to Friday between 8.00 a.m. and 4.00 p.m.) or on the immediately following day, if it was sent outside the Buyer's business hours, if it was sent by e-mail.
- 25.9.** The Purchase Order, along with all the documents being part thereof, expressly indicated, represent the entire agreement of the Parties and supersede any other prior verbal or written agreement or understanding.
- 25.10.** None of the provisions of the Purchase shall be deemed cancelled by the Provider, unless this cancellation is confirmed in writing by the Buyer.
- 26. Sistemul de Management Integrat**
- The Provider shall consider the existence of the Buyer's integrated certified management system by the compliance with the requirements in the SR EN ISO 9001 Standard (Quality Management System), the SR EN ISO 14001 Standard (Environmental Management System), the ISO 45001 Standard (Occupational Health and Safety Management) and the SR EN ISO Standard 22000 (Food Safety), undertaking all obligations incumbent thereupon in terms of quality providing and control, the non-compliance therewith represent a breach that may entitle the Buyer to request the cancellation of the Purchase Order/the rightful termination of the Contract and the payment by the Provider, as indemnification, of the penalty clause representing the value of the services in the Purchase Order.
- 27. Comvex Policies**
- The Provider and the subcontractors thereof, accepted by Comvex, shall acknowledge and shall comply with the policies on the [Personal Data Processing Policy](#); [Confidentiality](#)