

I. Definition

In these NIMET srl General Terms and Conditions of Sale, the following terms are defined as:

Supplier: NIMET srl, with its registered office at Targului Street nr.130, Lazuri, Dambovita, Romania, postal code 137121, registered at the Trade Register Office under No. J15/1068/2005, Single Registration Number RO 18048079.

Customer: the natural or legal person named as acquirer of products and/or services.

Offer: written document sent by the Supplier on his initiative or as a reply to an offer request through which delivery proposals for acquiring products and/or services are explicitly preordained.

Order: a document interceding as a means of communication between the Customer and the Supplier through the instrumentality of which the Customer sends to the Supplier his decision of acquiring goods (products and services). This document will contain parties' name, type of product, merchandise quantity, price, conditions of delivery, term of delivery, term of payment, packaging and other terms.

Order Confirmation: a document which confirms Order reception and which defines products and services to be supplied and conditions of delivery (price, term of delivery, term of payment, conditions of transportation) and which substitutes the Contract.

II. Implementation

1. These General Terms and Conditions of Sale shall be available for all present and future Orders transacted with the Customer.
2. These General Terms and Conditions of Sale form integral part of all NIMET Contracts, including the situations where Orders are received via fax, e-mail or internet.

III. Quote, Order and Order Confirmation

1. Supplier's Offers shall have no legal effect for itself. Verbal agreements, promises, guarantees and assurances given by the Supplier's sales personnel shall be of no legal effect unless written.
2. Any offer made by the Supplier is only binding as long as all the regulations of the various countries involved in the transaction are duly met; this is especially the case of authorizations for the export of war materials or for dual-use items.
3. The pricing conditions specified in the Supplier's Offer are only valid within the time limit specified from the date of its issuance.
4. The lead times (manufacturing, availability, delivery) in the Offer are purely indicative and must be confirmed when the order is acknowledged.
5. Payment means and terms as specified in the Offer can be modified at time of Order, taking into account the evolution of the Customer's financial situation, as well as his debts and over dues in the Supplier's books. In particular a partial or total advance payment can be demanded by the Supplier.
6. A Quote is deemed to have been made by the Supplier for the provision of a variety of products detailed therein.
7. The Supplier reserves the right to modify its manufacturing process without preliminary notice, as long as all the characteristics of the products in the Quote are maintained.
8. An Order binds the Supplier only if it accords with the Supplier's latest Quote.
9. The Customer may ask for any information related to products and/or services such as weight, dimensions, prices, colors and other data from the catalogues and/or Supplier's price list on condition that, given any inconsistency between these pieces of information, the General Terms and Conditions of Sale will prevail.

IV. Prices

1. Products' price is the one the parties negotiated when the Order Confirmation was issued.
2. Prices are always stated as net amounts, excluding taxes and any other charge, for unpacked Products ExWorks (Incoterms 2010) for the Supplier's premises. All costs of packing, handling, shipping, (whether surface, maritime or air), placing on board, insuring etc. will be invoiced in addition. The Customer will pay for all rights, taxes and other official charges, as well as the duties and expenses for customs formalities for export and import of Products and, if necessary, transit abroad.
3. Prices are subject to adjustment by the Supplier so as to take into account unforeseeable variations, for instance in the costs of materials, energy and labor occurring between the date of the last Offer and the invoice date. The Customer hereby recognizes and acknowledges this fact, and that such price adjustments are valid without its prior agreement. Nevertheless and insofar as possible, the Supplier will, within a reasonable time, inform the Customer of its intent to make such adjustments before they become effective, giving the Customer all reasonable information in its possession concerning the need for, and methods used, in computing them.

V. Packaging and storing

1. Packaging will be made as per the agreed conditions and will be transported adequately.
2. After merchandise receipt, the Customer will make sure the products will be stored in dry and covered spaces.
3. The products are not to be exposed by the Customer to direct sunlight or to (very) low temperatures for a long time.
4. Regarding storage, the use of rubber-sided or wooden-sided supports is preferable; direct contact with the floor or with steel supports that are not lined with soft, protecting material must be avoided.
5. As much as possible, the Customer will use crane during loading or unloading the bundles; if a fork lift is to be used, direct contact with the forks must be avoided.
6. The bundles will be always lift using textile slings. Metal slings are not to be used during bundles handling.
7. The cardboard tubes and the plastic sleeves protecting the products must be always dry.
8. The Supplier is not to be held responsible for handling, using, transportation, montage (component arrangement), incorrect storing on behalf of the Customer or third parties.
9. The Customer must prove that defects, whether apparent or latent, were inherent at delivery time.

VI. Delivery

1. Goods' delivery is made only after receiving a written request from the Customer externalized into an Order and confirmed in the Order Confirmation sent by the Supplier.
2. Goods' delivery will be made as per Incoterms 2010 conditions agreed upon in the Order and in the Order Confirmation.
3. Delivery periods do not begin to run before the Supplier accepts an Order. A delivery period begins to run as of the date when the following occurs:
 - receipt by the Supplier of all information necessary for execution of an Order; and/or
 - receipt of an Order's installment payment; and/or
 - transmission of notification of receipt both from the Supplier and from the Customer of any required import and/or export license.
4. Any confirmation regarding time of delivery will only be proximate. Time of delivery is agreed upon through Supplier's Order Confirmation and is subject to clarifications in a timely manner regarding any other details concerning the Order, as well as implementing any of the Customer's liabilities, such as giving official certifications, giving letters of credit and payment covenants or to pay the previously agreed upon installments. Thus, the previously mentioned conditions are available for terms of delivery also.
5. Any term or period of delivery previously agreed upon will be considered to have been respected where products have left the factory or the warehouse in that period or at that time. If and insomuch as the products are not delivered at the agreed moment because of reasons that cannot be incurred to the Supplier, it will be considered that the agreed time of delivery was respected in the day when the products are ready for loading.
6. If the Customer is unable to take physical custody of the Products on the agreed upon delivery date, the Supplier will have the right to store the Products at the Buyer's expense, without modifying the terms of payment.

VII. Delay of Delivery

1. Delivery dates may be extended for any cause beyond the Supplier's control making it impossible to meet contractual performance deadlines. Examples of such causes beyond the Supplier's control include events such as labor strikes, embargoes, accidental injuries, tool malfunctions, riots, wars, fires, natural disasters, and other events of a similar nature such as bad weather, supply difficulties, accidental production stoppages, unforeseeable market trends, and so on. It is expressly agreed that no such force majeure event beyond either party's control may relieve the Customer from its primary obligation to make timely payments to the Supplier in accordance with the Contract. If the Supplier cannot carry into effect the contractual obligations not because of him, but because of a Force Majeure event, regardless whether these circumstances bear upon the Supplier or its collaborators, the Supplier's time of delivery will reasonably be protracted, on the condition that the delivery will not become impossible. Force Majeure includes measures regarding the currency, commercial politics or other government measures, strikes, gridlocks, factory technical breakdowns which are not caused by the Supplier (for example, fire, equipment failure, deficiency of raw or energetic materials), traffic obstruction, delays regarding customs control, customs import or other unforeseeable circumstances. Where above described circumstances make a delivery to be impossible and, anyhow, at the latest after one (1) year, the Supplier is not accountable for delivery and the Customer can withdraw from the contract and/or annul it.
2. The phrase "delay penalty", or other similar phrase, shall mean the compensation owed by the Supplier as liquidated damages for harm to the Customer caused by a delay of delivery. If the Parties agree upon a delay penalties clause, such clause shall not apply to the related and entire Order

but only to the Product affected by a delivery delay; in no case shall the Supplier be deemed for any sort of compensation related to any Buyer's procurements made from other parties than the Supplier at a higher price.

VIII. Technical characteristics, Quality, Quantity

1. The Supplier covenants the products will be as per technical specifications mentioned in the Order Confirmation.
2. The quality of delivered products will be proven by the Supplier by giving inspection certificates.
3. Any reference or indication suggested by the Supplier regarding products' usage will not be considered as a description, bailment or under gage.
4. Unless expressly agreed otherwise in writing, all responsibility for choice of products is incumbent upon the Customer.
5. A written notification from the Customer to the Supplier will be provided in sixty (60) days at the very most after merchandise receipt regarding any product flaws and immediately at reception regarding inadequate packaging or deterioration occurred during transportation. In that event, the Customer must adjourn any processing or fabrication of products. After discovering any flaws the Customer will keep the products in unaltered state for the Supplier-made inspection. Where the Customer does not respect his obligation of noticing or if the Customer will use the products after discovering any flaw or if the Customer will not deliver the products for the Supplier-made inspection, the products will be considered accepted.
6. Any claimed defect must be established by evidence. If the products are found to be defective, the Supplier reserves the right to cure defect(s) by any one of the three following models: (a) by replacing the defective products in the Supplier's premises; (b) by repairing the defective products in the Supplier's factories; or (c) by refunding the price invoiced and paid by the Customer for the defective products. If mode (b) or (c) is chosen, the replaced or refunded products will, at the Supplier's discretion, once again become its property.
7. The Supplier shall not be liable for any claims for less than one percent (1%) of total delivery quantity.
8. Where the Customer's complaint regarding flaw is valid and was made on time, the Supplier can fix the flaw or deliver the flawless products ad libitum.
9. In case of errors or omissions in the technical specification, as well as inadequate product usage in incorrect applications or which uses inadequate operating parameters, the Supplier will not be held responsible.
10. The Supplier will not be held responsible for defects or products deterioration resulting from improper storage.
11. In the event of discovering flaws supervened from the Customer's production process (latent defects), the Supplier is not liable for paying the Customer's internal production costs which issue from manual labor or expenses resulting thereof.
12. Under no circumstances Supplier's responsibility will go beyond the price paid by the Customer for products and services.
13. The goods will be delivered to the Customer as set forth in the Order Confirmation.
14. The Supplier has the right of delivering goods with the quantitative tolerance of $\pm 10\%$ the delivery will be quantified either as weight or as number of pieces.

IX. Modality and conditions of payment

1. Payment will be made without deduction so as the Supplier will dispose of the entire sum of money at determination when payment. Any expenses resulting thereof will be defrayed by the customer.
2. Checks and promissory notes marked "no protest" are accepted only for full payment, determination when payment for any bill being unaffected because of this. Fees, expenses or sundries incurring to Supplier by accepting bills or checks upon specific agreement between Supplier and Customer shall be at Customer's expense.
3. In the event of exceeding the determination when payment or not paying, the Supplier reserves the right to claim additional nuisance which results from late payment.
4. If the product is produced and the Customer is temporarily in the situation of payment incapacity, the Supplier may cease product delivery for the products that are subject to the contract without being under the obligation of producing and delivering quantitative arrears generated by this situation, the Customer cannot ask the Supplier for damage or delay penalties regarding the delivery.
5. The Customer may visit the Supplier's premises only upon terms set by the Supplier. No visit shall be allowed without a prior written request by the Customer addressed to the Supplier giving at least one month's advance notice of such a visit.
6. Any such visit or audit may be only to verify proper execution of the Customer's Order, as limited by the need to protect the Supplier's know-how and trade secrets as well as the rights of third parties.
7. The Supplier reserves the right to entrust the whole or any part of an Order to one or more subcontractors which it may select ad libitum.

X. Non-Disclosure

1. All data offered by the Supplier to the Customer will be considered as confidential and will not be subject to divulging, copying or using by the Customer without written notice from the Supplier.

XI. Force Majeure

1. If the Supplier cannot execute their obligations due to force majeure, these shall be suspended for the duration of the force majeure.
2. If the condition of force majeure lasts longer than three (3) months, both parties are entitled to rescind the agreement in a written declaration.
3. Force majeure exists if the agreement's execution is partially or wholly, whether or not temporarily, impossible, impeded or seriously interrupted because of circumstances outside of the Supplier's influence and/or volition, regardless whether these conditions were foreseeable when the agreement was signed. Examples of these circumstances can be strikes, factory occupation, measures taken by (supra)national bodies, natural disasters, mobilisation, war, etc.

XII. Cancellation - Termination

1. A simple delay in delivery, nonobservance of a procedure, or any cause beyond the Supplier's reasonable control, such as one attributable to a third party, making it impossible for the Supplier to fulfill its contractual obligations shall be deemed to justify neither a request for any sort of compensation nor the cancellation or termination of all or part of an Order by the Customer.
2. The Supplier shall have the right to terminate the Contract if the Buyer is in bankruptcy or liquidation proceedings, or in the event a significant change occurs in the Customer's legal circumstances undermining its solvency. However, termination of a Contract shall not reduce the Customer's debts to the Supplier.
3. If the Customer, for its own reasons, unilaterally cancels or terminates all or part of an Order, it shall immediately pay to the Supplier financial compensation in an amount which depends upon the date of such cancellation or termination relative to the delivery date specified in the Order. Said compensation is intended to cover damages related to production capacity reserved for the Order, the consequent loss of commercial opportunities, and administrative costs. Moreover, whatever may be the cause of termination of one or more Order(s), whether or not attributable to the Supplier, the Customer is obligated to take delivery and pay for the Products manufactured and stored, or under production, as of the date of termination and, without delay, to refund, compensate and indemnify the Supplier for any sums the latter is eventually required to pay its suppliers or subcontractors for any such termination.