

GENERAL TERMS AND CONDITIONS OF SALE

All sales of products and / or accessories (hereinafter referred to as “Products” or “Goods”) by the Seller will be subject to the following terms and conditions. Any exception to the clauses contained in the general terms and conditions of sale must be expressly set out in the sale contract concluded between the Buyer and the Seller. Any other terms and conditions referred to in orders placed by the Buyer or the Buyer's representative will not be applicable, although not expressly rejected by the Seller. Any reference in these conditions to any statutory provisions should be construed as a reference to those statutory provisions in the form, content and manner in which they are in force at the execution date of Contract between Joris Ide and the Buyer. If the Buyer has not signed the Joris Ide Order Confirmation, acceptance of the Goods (even if they are subsequently rejected by the Buyer in accordance with these Conditions) represents the Buyer's agreement to these Conditions and the terms and conditions under the Contract.

1. PRICES

- 1.1. The Seller reserves the right to unilaterally change the Price notified to the Buyer under the offer, in the event that by the start of production the production costs increase in relation to the execution date of the Contract for reasons not attributable to the Buyer. The unilateral increase in the Price will be pro-rata to the increase in production costs and will become effective within 2 (two) business days from the date of written notice of the change unless the Buyer raises objections within this period. If the Buyer objects and the parties do not agree on the amount of the Price increase, the order may be revoked by the Buyer, but the deposit paid by the Buyer will be retained as consideration for the unilateral termination of the Contract.
- 1.2. If the cost of manufacture, storage or delivery of the Goods is increased due to the Buyer's change in the estimated delivery date, quantity or specification of the Goods or if there is any delay resulting from changes in the Buyer's instructions or the Buyer's failure to provide Joris Ide with appropriate information or instructions (including failure to inform Joris Ide of any delivery constraints), Joris Ide reserves the right to increase the total Price so as to account for any such increase in cost and Joris Ide will inform the Buyer, at any time prior to delivery of the Goods, of the increase in the total Price.
- 1.3. If Joris Ide manufactures a customised product or the Goods are not of the standard size usually manufactured by Joris Ide, the Buyer pays the full price before Joris Ide places the order in production.
- 1.4. The cost of pallets, returnable containers or accessories will be charged to the Buyer in addition to the total Price if they are necessary to ensure the safe delivery of the Goods, but their cost will be reimbursed to the Buyer, provided they are returned undamaged to Joris Ide within seven days as from delivery.

- 1.5. Within 30 days after the end of the month in which Joris Ide's invoice was issued, the Buyer must pay the invoiced amount, even if delivery has not taken place and the title to the Goods has not been transferred to the Buyer. If payment days differ from the above, they will be set out in the Buyer's credit terms agreed with Joris Ide.
- 1.6. Joris Ide's agents and employees are not authorised to receive cash payments on the account of Joris Ide. Any such payment made by the Buyer is not the responsibility of Joris Ide, and the Buyer will not be entitled to make any claim against Joris Ide for its reimbursement.

2. FEES AND TAXES

- 2.1. Where the Goods supplied are VAT exempt due to the intra-Community nature of the supply or due to the fact that they are intended for export and the Buyer transports the Goods at his own risk and liability, the Seller will grant the VAT exemption subject to the Buyer providing sufficient evidence of transport and arrival in the country of destination of the Goods supplied.
- 2.2. The total Price does not include value added tax or other local or national charges, which the Buyer is liable by law to pay to Joris Ide, and the Buyer will pay these charges to Joris Ide.

3. NON-PAYMENT OF INVOICES

- 3.1. The Seller will issue an invoice to the Buyer and the Buyer will pay the Seller the invoiced amount in Euro ("€" or "EUR") according to the exchange rate published by the National Bank of Romania on the date of invoice + 1.5%.
- 3.2. The Buyer will pay the invoice(s) issued by the Seller within the mutually agreed period in writing. If no due date has been established, the price will be paid on the date of receipt of the invoice.
- 3.3. In the event of non-payment of the invoice by the due date, the Buyer will pay the Seller delay penalties at the rate of 0.1% per day of delay, calculated on the outstanding amount. Delay penalties will be applicable also for periods of payment extension granted to the Buyer either by the Seller in writing or by an order of the competent court.
- 3.4. Payment of delay penalties does not entitle the Buyer to delay payment of all outstanding amounts.
- 3.5. Under no circumstances will the extension of the payment period constitute an act of novation. Even if the Buyer obtains an extension of the due date, the Seller reserves the right to charge a lump sum of 10% of the amount overdue, subject to a minimum limit of EUR 250.00, to offset increased costs and administrative expenses (including reasonable offsetting of legal advice costs) in relation to the recovery of the amount(s) overdue.
- 3.6. Failure to pay an invoice by the due date will entail the Buyer's automatic forfeiture, without notice of default, of the due dates for payment of all previously issued invoices and the obligation to pay them immediately.

- 3.7. In such circumstances, if the Buyer is unable to pay or payment cannot be collected (e.g. in the event of the issue of a promissory note or cheque with insufficient funds), the Seller reserves the right to amend the terms of payment to charge cash or advance payment for each new supply and, where necessary, to require the Buyer to provide an appropriate written security.
- 3.8. If the Buyer does not comply with the new payment terms set by the Seller or does not provide a suitable security, the Seller will have the right to decide, at its sole discretion, to suspend all further supplies until receipt of full payment and, if applicable, of the security, or to refuse/cancel all registered Product orders, whether accepted or not, without any obligation to the Buyer. The refusal/termination will be notified to the Buyer in writing by any means of communication according to these general conditions of sale.
- 3.9. Any claim made by the Buyer will not entitle the Buyer to defer payment of the invoice or the amount due.
- 3.10. In the event that the Buyer fails to collect the Goods on the date agreed for delivery, for reasons not attributable to the Seller, the Seller reserves the right to charge, without formal notice or further notification, a storage fee of 0.5% per day of the invoiced value of the Goods not collected. If the Products are not collected by the Buyer within 30 (thirty) days after the initial date of delivery, the Seller reserves the right to terminate the Contract, without prejudice to the provisions of Article 11 below.
- 3.11. Irrespective of the Seller's option to terminate the Contract, the Seller is entitled to sell the goods and the difference between the agreed price and the price obtained from the sale of the goods as well as the costs incurred by the Seller in connection with the sale of the goods not collected by the Buyer will be borne by the Buyer.
- 3.12. The Seller is not obliged to contract with the third party on the same terms as it has contracted with the Buyer. The Buyer will also be liable to pay damages for any loss suffered by the Seller as a result of the Buyer's failure to collect the goods. If the Seller intends to dispose of the goods not collected by the Buyer, it shall notify the Buyer beforehand by any means of communication.

4. OBLIGATIONS OF THE PARTIES

4.1. The SELLER undertakes as follows:

- a) to deliver the products sold at the agreed dates, in the agreed quantities and under the agreed quality conditions if and only if the Buyer has fulfilled all its contractual obligations. The quantity, quality and description of the Goods and any specifications relating thereto are those set out in Joris Ide order confirmation. Joris Ide reserves the right to make any changes in the specification of the Goods that are necessary to comply with any safety or other legal requirements or that do not affect their quality or performance;

- b) to deliver the products according to the schedule under the Annex, failing for which he shall be liable to a delay penalty of 0.1 % per day of delay calculated on the value of the products not delivered;
- c) to guarantee the Buyer against eviction of the products covered by the sale;
- d) to arrange, against payment, for the transport of products, if the buyer has requested this in the order/contract and has accepted the transport rate in advance;
- e) to replace, free of charge and within a maximum of 30 days, non-compliant products in terms of quality, if the non-compliances reported by the Buyer have been accepted in writing by the Seller and if the non-compliances cannot be remedied;
- f) not to disclose the provisions of the sale-purchase contract, under penalty of liability for damages caused to the buyer.

4.2. The BUYER undertakes as follows:

- a) to indicate in the annex to the sale-purchase contract the type and size of the products contracted for, as well as their quantity, and if this information has not been fully stated in the annex, to notify the seller in writing, otherwise deliveries will be delayed accordingly. No order placed by the Buyer will be deemed to have been accepted by Joris Ide and no contract will come into force between the parties unless confirmed and acknowledged in writing by Joris Ide. The Buyer will be liable to Joris Ide for the accuracy of the information submitted by the Buyer in the Joris Ide order confirmation and for timely provision to Joris Ide of any other necessary information relating to the Goods so as to enable Joris Ide to perform the Contract in accordance with its terms and conditions;
- b) to pay the Seller the price of the products and, where applicable, the shipment costs, under the conditions and within the deadlines under the sale-purchase contract, failing which it undertakes to pay the Seller a delay penalty of 0.1% for each day of delay, calculated on the outstanding amount. Delay penalties may exceed the amount to which they apply;
- c) to fully and timely collect all contracted products;
- d) to timely collect the ordered products from the seller's premises and to arrange for their transport unless otherwise set out in the contract;
- e) to transport the products by suitable means of transport which must be capable of being loaded on their side and which are at least equal in length to the maximum length of the materials covered by the contract;
- f) to accept the products, if they are suitable in terms of quality and quantity, and to comply with the instructions under JORIS IDE "Technical Catalogue" attached hereto regarding, inter alia, the handling, storage, assembly and operation of the products;

- g) to ensure, by his own means and as soon as possible, the correct unloading and handling of the products purchased, without damaging the products of third parties located in the means of transport;
- h) take all necessary and legal steps to ensure payment for the goods in accordance with the provisions under the sale-purchase contract;
- i) not to disclose the provisions of the sale-purchase contract, under penalty of liability for damages caused to the Seller.

5. TERMS OF DELIVERY

- 5.1. The goods will be delivered in accordance with the special conditions under the sale-purchase contract and, in addition or in the absence of special provisions, the provisions of these general conditions will apply.
- 5.2. The Seller will notify the Buyer in advance of the date on which the goods will be delivered. The delivery dates indicated in the order confirmation are not binding, and the Seller declines any liability for delays in delivery, unless those delivery dates have been confirmed in writing and unconditionally by the Seller in a separate document. In the latter case, the Seller will be entitled to unilaterally amend the delivery dates, in writing if, for justified reasons, such as delays in deliveries of raw materials or malfunction of production equipment, the Seller is unable to meet the delivery dates initially set. The new delivery terms will be notified in writing to the Buyer. Transport of the products will be carried out by the Seller to the address indicated by the Buyer only if the Buyer has expressly requested this in the order and has accepted the transport rate. Deliveries will be made using articulated vehicles as a standard delivery method. However, Joris Ide can use other types of vehicles if appropriate. If the Buyer has a specific vehicle requirement or if there are size limitations on the vehicle used for delivery, this must be specified by the Buyer in Joris Ide Order Confirmation as a delivery constraint.
- 5.3. Unless otherwise stated in the order confirmation, the Products sold will be delivered Ex Works (by loading onto Buyer's vehicle). Products will be delivered in the Seller's standard packaging and will bear the Seller's standard labels and markings.
- 5.4. If the products are transported by the Buyer or by a carrier designated by the Buyer, the risk will pass to the Buyer from the moment the products are loaded onto the means of transport, which moment will also be deemed to correspond to the time of delivery.
- 5.5. If the Seller is unable to deliver the products by the delivery date, the Seller will notify the Buyer, stating the cause of the delay and, if possible, the estimated delivery date.
- 5.6. If the delivery of the products is delayed by the Buyer, the risk in the products will pass to the Buyer from the initially agreed delivery date.
- 5.7. Unless otherwise agreed by the parties, the Seller may supply partial deliveries. Failure by Joris Ide to deliver one or more instalments of the Goods will not entitle the Buyer to terminate the entire Contract.
- 5.8. Products sold will be accompanied by a dispatch note and/or invoice, quality certificate and

guarantee certificate. Acceptance of the Goods by the Buyer also implies acceptance of the aforementioned documents.

- 5.9. Title to the goods sold will pass from the Seller to the Buyer on the date of full payment of the product price and related fees.

6. GOODS CHECKING AND ACCEPTANCE

- 6.1. The Seller is obliged to deliver the goods to the place indicated in the contract and to transfer the ownership of the goods to the Buyer after collecting the full price.
- 6.2. The Buyer undertakes to take over the goods once they have been accepted in terms of quantity and quality, such acceptance to be recorded in an acceptance protocol. Upon delivery, the Buyer will examine the Products and compare, inter alia, the quantities, sizes, weight and compliance of the Products delivered with the specifications under the order confirmation and will record any visible damage to the Products on the delivery document. The Buyer's unconditional acceptance of the delivery means the Buyer's confirmation that the delivery fully corresponds to the order confirmation. With regard to apparent quality non-compliances which cannot reasonably be observed at the time of Products acceptance, the Buyer will have 24 hours from delivery to draw up and notify the Seller of an acceptance protocol stating the same, together with general and close-up photos of the Products complained of.
- 6.3. If the Buyer refuses to accept all or part of the goods because of the non-compliances indicated in the acceptance protocol, the goods refused to be accepted will be stored by the Buyer under normal conditions of preservation and conservation, the Buyer being liable for their safekeeping. Goods will be stored for the period necessary for the Seller to verify the existence of the non-compliances reported by the Buyer and to make proposals for their remedy, but no longer than 15 days. The Buyer will notify the Seller immediately of the refusal to accept the goods and of the place where the goods were stored. The Buyer can only refuse to accept the goods if more than 80% of the goods are defective or do not comply with quality specifications. Any refusal by the Buyer for defects or quality deficiencies of less than 80% will not be deemed a refusal and the risk of accidental damage and/or destruction of all or part of the Goods will be borne by the Buyer.
- 6.4. If the Goods are delivered to the Buyer via a carrier selected by the Seller, the Buyer is required to check the condition of the Goods immediately after receipt of the Goods, and any apparent defects, quality or quantity deficiencies must be noted in the acceptance protocol drawn up in accordance with Article 6.2 and notified to the Seller within 24 hours. Failure to report defects/non-compliances within the time and in the manner set out in the contract will result in the Buyer being forfeited of his rights, the Goods being deemed to be compliant, and Joris Ide will not be liable for any such defect or non-compliance with specifications, and the Buyer will be required to pay the full Price of the goods.
- 6.5. If Goods are delivered to the Buyer via a carrier selected by the Buyer, the Buyer is required, under the transport contract, to provide for the obligation of the carrier to check the apparent condition and quantity of the Goods upon their collection by the carrier from the Seller and to record in the transport documents any visible non-compliances at the time of collection. The Buyer is required to check the condition of the Goods immediately after collecting them from the carrier of his choice, and any defects, quality deficiencies or other non-compliances, which could not be detected by the carrier upon collection of the Goods from the Seller, will be

reported in the acceptance protocol drawn up in accordance with Article 6.2 and notified to the Seller within 24 hours. Any discrepancies between the condition of the Goods at the time of collection by the Seller and their condition at the time of purchase by the Buyer shall oblige the Buyer to take action against the carrier if such inconsistencies could be found by the carrier at the time of collection from the Seller.

- 6.6. Refusal of the goods does not constitute termination of the contract.
- 6.7. Upon the Buyer's notification of apparent defects or deficiencies in quantity and quality, the Buyer is under an obligation to provide the Seller, upon request, with all documents and information necessary to address the Buyer's complaint. The Seller will notify the Buyer of the result of the checks carried out and, based on the result, the Seller will proceed to remedy the non-compliances, replace the non-compliant goods, reimburse the price, reduce the price if the non-compliances do not affect the use of the product or, in the event of transport by a carrier chosen by the Seller or if the carrier chosen by the Buyer reports quantitative shortages in the transport document concluded with the Seller, the Seller must complete the quantitative shortages. Seller will remedy the deficiencies reported within a maximum of 15 days from the date of receipt of the acceptance protocol, drawn up under the conditions set out in Article 6.2., without the Seller being liable for any other damages to the Buyer.
- 6.8. Seller will not be liable for defects caused by improper transportation of the products.
- 6.9. If the Buyer does not claim quantitative shortages upon delivery of the products by recording them in the acceptance protocol, the Buyer loses the right to subsequently claim such shortages.
- 6.10. Seller will not be liable for defects caused by improper use of the goods, improper maintenance work, improper assembly work, improper handling and/or storage, improper repair work performed by Buyer or a third party not authorized by Seller or alterations made without Seller's consent.
- 6.11. Refusal of products does not release the Buyer from the obligation to pay for the products not refused or to perform other obligations under the sale-purchase contract.
- 6.12. In the event that the Buyer has claimed defects or other non-compliances under Articles 6.4. and 6.5., the use of Goods by assembly or by any other means, prior to their inspection by the Seller, will result in the Buyer losing the right to have the defects or non-compliances complained of remedied. In the event that the Buyer claims defects or non-compliances after the Goods have been assembled or otherwise used, the Buyer may claim at most a price reduction if repair/replacement would result in disproportionate costs compared to the circumstances.
- 6.13. In the case of consumers, non-compliances of Products may be acknowledged and remedied in accordance with Article 9 para. (1) and Articles 11-14 of GEO no. 140/2021, as well as any other applicable legal provision.

7. GUARANTEE

- 7.1. The Seller guarantees (i) that at the time of delivery the Products will meet the specifications under the order confirmation, accepting any minor deviations in accordance with generally accepted European standards in force and the specific standards applicable to the Products, (ii) that, for a period of 2 years from the date of delivery, the Products will be free from rust (hereinafter referred to as the "Guarantee"), provided that the conditions herein are complied

with.

7.2. All technical information given by the Seller before and/or during the use of the Products, both orally and in writing, is given in good faith and to the best of the Seller's knowledge at that time. This information does not, however, affect the Buyer's obligation to assess the Products delivered by the Seller in terms of their suitability and compatibility for the processing means and/or applications for which the Buyer wishes to use the Products and subsequently to rely solely on these assessments. Liability for the use and processing of the Products for a specific application rests solely with the Buyer. No employee or agent of Joris Ide is authorised to make any representations or establish any warranties in respect of the Goods, except with the written consent of Joris Ide. By signing the Contract, the Buyer confirms that it is not relying on such representations which are not confirmed. Any advice or recommendations provided by Joris Ide or its employees or agents to the Buyer or its employees or agents with respect to the storage, ordering, installation or use of the Goods, which are not confirmed in writing by Joris Ide, are followed or applied entirely at the Buyer's risk and, accordingly, Joris Ide is not liable for such advice or recommendations which are not confirmed.

7.3. Conditions of applicability of the Guarantee:

7.3.1. The foregoing guarantee will be applicable provided that the Products or any component thereof:

- i. always be transported and stored in the original packaging and under the conditions indicated by the Seller (including, inter alia, being covered and stored in a safe place, observing the minimum storage temperature, maximum humidity, neutral atmosphere, etc.) or, in the lack thereof, being stored at least in accordance with generally accepted practices for this type of product;
- ii. always be handled in accordance with the Seller's instructions and directions or, in the lack thereof, at least in accordance with generally accepted precautions and directions for this type of product;
- iii. be installed in full compliance with the Seller's instructions and directions (e.g. for Products covered with protective film, remove the film upon installation to immediately identify and report any irregularities) or, in the lack thereof, at least in accordance with generally accepted precautions and directions for this type of product;
- iv. must not be stored in improper conditions prior to processing or installation and must not be subjected to any unauthorised adjustments, alterations, repairs or attempts to carry out such operations;
- v. always be used "under normal conditions" for the purpose for which they were designed and not misused, damaged or subjected to any improper use. For the purposes of this clause, use "under normal conditions" requires regular use of the Product in question for the stated purpose and/or as recommended by the Seller;
- vi. be maintained in accordance with the Seller's instructions or, in the lack thereof, at least in accordance with generally accepted schedules and procedures for this type of product;

7.3.2. In addition to the rules, uses and practices generally accepted for this type of

Product, the Buyer and, in case of resale, its customer will be under the following obligations (taking into account all rules and uses imposed by good processing practices and all safety and precautionary measures when implementing the instructions below):

- 7.3.2.1. when cutting unprotected edges or in case of corrosion, immediately take the necessary measures to retouch the Product, using the materials and techniques indicated by the Seller;
- 7.3.2.2. periodically check the Products as well as the building insulation at least once a year; and
- 7.3.2.3. regularly clean and retouch the Products where necessary in accordance with the Seller's directions and instructions or, in the lack thereof, using generally accepted methods and precautions for this type of Product.

7.4. In no event will the Seller be liable for any defect, deficiency, loss or damage to the Products or any component thereof resulting from:

- (i) condensation, mould or staining of any kind caused by storage conditions prior to processing or installation, conditions inconsistent with the Seller's directions and instructions or, in the lack thereof, inconsistent with generally accepted practices for this type of Product, or, abnormal working conditions, failure to follow Joris Ide's written instructions, improper use, alteration or repair of the Goods without Joris Ide's approval; or
- (ii) corrosion of uncoated cut edges or corrosion or generation of steam as a result of reaction of the Products and/or the protective coating with corrosive substances and vapours, substances containing acids, bases or abrasive detergents, or
- (iii) exposure to extreme temperatures or
- (iv) wear or corrosion or other effects caused by factors within the building or as a result of the presence of contaminants between coats or abnormal air pollution or contact with aggressive vapours or chemicals; or
- (v) the emission of gases, vapours or noxious chemical substances from natural or artificial sources within the premises where the products have been installed or within 500 metres thereof; or
- (vi) the accumulation of dirt or the formation of water deposits on roofs and/or inadequate sealing of coats so that pollutants penetrate between them; or
- (vii) any force majeure events, as described in Article 14, or damage caused by events such as earthquakes, hail, severe storms, hurricanes, explosions, fires, civil disturbances, wars or other similar circumstances which are beyond the Seller's control and therefore beyond the Seller's liability; or
- (viii) any act or omission on the part of the Buyer or any third party (including but not limited to the Buyer's workers, personnel, customers, agents, carriers and contractors);
- (ix) roofs with a slope of less than 5%.

7.5. Any Product or component thereof manufactured by a third party and delivered by the Seller

is covered by the original guarantee provided by the manufacturer concerned, and the Seller will provide the same guarantee for such Products as it received from the manufacturer of that Product. The above guarantee does not cover parts, materials or equipment incorporated in the Goods but not manufactured by Joris Ide and for which the Buyer has the exclusive right to benefit from any guarantee granted by the manufacturer to Joris Ide. Joris Ide is not liable under the above guarantee (or any other promise, condition or guarantee) if the total Price has not been paid by the due date for payment by the Buyer who is a professional.

- 7.6. Shades and colours. Unless otherwise stipulated in writing, the Seller does not guarantee the uniformity of shades and colours. If, however, a clause to this effect is included, uniformity will be assessed on the basis of locally accepted practice at that time and for that sector of business. Colour charts and/or photos of Products in the catalogue, booklets and other colour materials provided by the Seller are for guidance only and may differ from the actual colours and shades of the Products delivered.
- 7.7. Requests for repairs or replacements under the Guarantee. Any claim relating to the Guarantee will be notified to the Seller in a detailed manner and accompanied by justification, via registered letter with acknowledgement of receipt, within two (2) days from the date on which the defect or non-compliance was discovered or observed or from the date on which it could have been observed for the first time, unless there are mandatory legal provisions to the contrary.
- 7.8. Remedies offered by the Guarantee
- 7.8.1. If the Seller acknowledges that the Product delivered or any component thereof does not comply with the Guarantee, the Seller will, at the Buyer's request, provide one of the following remedies:
- (i) repair, correction or adjustment of the Product or component concerned; or
 - (ii) replacement of the Product or component (s); or
 - (iii) price reimbursement; or
 - (iv) price reduction.

Replacement components must be at least operational equivalents of the original components.

Title to the replaced Products and/or component(s) will be retained by the Seller, and the Buyer will be required to return them to the Seller at the Seller's request, with the Seller bearing the costs thereof.

7.8.2. Return of defective Products or components to the Seller and back to the Buyer:

- a) Under no circumstances will the Buyer return a defective Product or component thereof to the Seller without the Seller's prior written approval.
- b) Before returning any defective Product or components thereof to Seller, Seller and Buyer will mutually agree whether the repair or replacement of the defective Product will be made at the place of installation of the Product or at Seller's premises or at any other location determined by Seller.
- c) The cost of packaging, shipping and insurance required to return the defective Product or a component thereof to the Seller for repair or replacement will be

borne by the Buyer if it is determined that repair or replacement was not necessary. The same costs will be borne by the Seller if it is determined that essential repairs or replacements were indeed necessary.

7.8.3. The remedies set out in Article 7.8.1 will be the Buyer's exclusive right and the Seller's exclusive liability under the Guarantee and in no event will the amount of such remedies exceed the sale price of the Product to be replaced, excluding any compensation for related damages.

7.8.4. Under the remedies set out in Article 7.8.2, the only additional compensation to which the Buyer will be entitled will be reimbursement of installation or dismantling costs according to the applicable market rates, if it is determined that the defects existed prior to the assembly or installation of the Product and provided that the Buyer has complied with its damage limitation obligations and has fully observed all assembly/installation procedures, with the express understanding that any compensation for related damages is excluded.

7.9. The guarantee under these conditions of sale is not applicable to Products purchased by the Buyer in full knowledge of visible defects and deformations and/or to Products clearly marked with a "second quality" label and sold as such.

7.10. The Seller guarantees (i) that the Products will, at the time of delivery, correspond to the specifications in the order confirmation, accepting any minor deviations in accordance with the generally accepted European standards in force and the specific standards applicable to the Products, (ii) that for a period, as specified in Table 1, from the date of delivery, the Products will be free from rust and flaking, subject to compliance with the conditions herein.

Table 1. Guarantee period (GP) and average life time (ALT) in years for Joris Ide products (regarding non-perforation of the sheet and non-flaking of the paint).

Guarantee granted (years)					
Guarantee for non-perforation of the sheet, non-flaking of the paint					
Extra charge	0%	5%	10%		
	GP	GP	GP	ALT	
Thickness of the polyester coat					
Sheet	25 microns	2	2 standard + 3	2 standard + 8	25
Sheet	35 microns	2	2 standard + 3	2 standard + 8	25
Matte sheet	35 microns	2	2 standard + 3	2 standard + 8	25
0.35 mm Sheet	25 microns	2	-	-	5
Galvanized sheet for light structures					
		2	-	-	50

- 7.11. The buyer has the possibility to purchase an extended guarantee, which extends the guarantee period beyond the standard guarantee period as set out in point 7.1 – 7.10. The extended guarantee can be purchased when the product is bought. The extended guarantee is subject to all the provisions of the standard guarantee, set out in point 7.1. – 7.10.
- 7.12. The cost of the extended guarantee is 5% of the value of the products delivered + VAT for a 3-year extended guarantee, 10% of the value of the products delivered + VAT for an 8-year extended guarantee.
- 7.13. The extended guarantee period starts from the date of expiry of the standard guarantee period.

8. LIABILITY FOR HIDDEN DEFECTS

- 8.1. The Buyer has the right to claim the hidden defects of the goods.
- 8.2. Complaints for hidden defects will be made, under penalty of forfeiture, within 24 hours from the date on which they were detected if the Buyer is a professional. The complaint must be made in writing and must include the following: object of the complaint, date of identification of the defect, description of the defect, how the defect occurred, possible causes of the defect, how the complaint will be resolved (by replacement, repair, granting of compensation, etc.).
- 8.3. Defects found as a result of improper shipping must be included in complaints made by the Buyer to the carrier, with notice to the Seller.

9. CONTRACTUAL LIABILITY

- 9.1. In the event of late payment pursuant to the terms of the contract, the Seller may suspend performance of its obligations under the contract until the Buyer has provided proof of payment of all obligations under the sale-purchase contract or other contracts previously or subsequently executed with the Seller, including default interest.
- 9.2. If the Buyer fails to pay the advance payment stipulated and/or fails to notify the Seller in writing of all the information necessary for the release into production of the products ordered within maximum 5 calendar days of the effective date of the sale-purchase contract, the Buyer is deemed to have waived the products ordered.
- 9.3. In addition to the provisions of the sale-purchase contract and/or the general conditions of sale/terms of sale, the parties will not be liable for loss of production, loss of profit or other indirect loss incurred by the other party.

10. LIMITATION OF LIABILITY

- 10.1. Without prejudice to the provisions of Article 7, the Seller will not be liable for indirect or consequential damages and will reject any claim for damages.
- 10.2. If the Goods are manufactured, or the Goods are subject to any proceedings brought by Joris Ide, in accordance with the specifications provided by the Buyer, the Buyer will indemnify Joris Ide against any losses, damages, costs and expenses charged to or incurred by Joris Ide in connection with or paid or accepted for payment by Joris Ide in settlement of any claim of infringement of any patent, copyright, design, trademark or other intellectual or industrial property rights of any other person arising out of Joris Ide's use of the Buyer's specifications.

11. UNILATERAL TERMINATION

11.1. The Seller is entitled to unilaterally terminate the contract in case of:

- (i) payment default or inability to collect the price, including as a result of the issue of a payment order or cheque with insufficient funds; or
- (ii) dissolution, debt restructuring or any other similar measure, except those covered by Article 123 (1) of Law No 85/2014 on insolvency prevention and insolvency proceedings; or
- (iii) upon finding that the Buyer's entity is directly or indirectly controlled by shareholders other than those existing at the execution date of this contract, where this may be against the interests of the Seller, the Seller reserves the right to decide, at its sole discretion, either to continue with the performance of the sale-purchase contract, but with cash payment, or to terminate the contract.

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

11.3. If the Buyer cancels an order, the Buyer is required to pay the Seller 20% of the order price by way of fixed compensation, without prejudice to the Seller's right to claim a higher compensation, depending on the loss or damage incurred and proven. If the Buyer fails to accept delivery of an order placed, the Seller is entitled to collect the full price of the order by way of fixed compensation, without prejudice to the Seller's right to charge storage fees for up to thirty (30) days. Advance payments already received will be retained by the Seller as compensation for the aforementioned circumstances. The above provisions are without prejudice to the consumer's right to withdraw from the contract under GEO No 34/2014 or any other applicable consumer law.

11.4. The parties acknowledge that the manufacture of the Products also requires raw materials/materials purchased by the Seller which are not commonly used.

12. FORCE MAJEURE

12.1. Neither contracting party will be liable for default or/and improper performance - in whole or in part - of any obligation incumbent on it under the sale-purchase contract, if the default or improper performance of that obligation was caused by force majeure. Force majeure exempts the parties from liability in the event of partial or total default of their obligations under this contract.

12.2. Force majeure means any event beyond the reasonable control of a party which, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lockouts or other industrial disputes (whether involving its own or a third party's workforce), power outages or transmission grid failures, acts of God, war, terrorism, riots, civil unrest, interference by civil or military authorities, national or international disaster, armed conflict, willful damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structure, fire, flood, storm, earthquake, loss at sea, epidemic or similar events, natural disaster or extreme adverse

weather conditions or failure to deliver or failure of the subcontractor to perform.

- 12.3. Furthermore, neither party will be liable to the other party for default or delayed performance of any contractual obligation if this has occurred as a result of the refusal of the authorities to grant import/export authorisations or the cancellation of authorisations already issued. Joris Ide is not liable to the Buyer or deemed to be in breach of the Contract by reason of any delay in performance or default by Joris Ide in relation to the Goods if the delay or default is due to a cause beyond Joris Ide's reasonable control.
- 12.4. The party invoking force majeure is required to notify the other party within 24 hours of the occurrence of the event and to take all possible measures to mitigate its consequences.
- 12.5. If the event does not cease within 5 days of its occurrence, the parties are entitled to give notice of automatic termination of the sale-purchase contract, without either party being entitled to claim damages.

13. PARTIAL TERMINATION

- 13.1. The termination, in whole or in part, of the terms of the contract will not affect obligations already due between the parties.
- 13.2. The provisions of the preceding paragraph are not such as to exclude the liability of the party who, as a result of his own fault, caused the termination of the contract.

14. TITLE AND RISKS

- 14.1. Title to the Products will pass to the Buyer as soon as the price of the products and all related fees have been paid in full to the Seller.
- 14.2. Until the Buyer acquires title to the Products, the Buyer will ensure the continuous availability and traceability of the Products in its possession to the Seller or its designated personnel by identifying the Products as the property of the Seller at the Buyer's premises. As long as the transfer of title has not taken place, the Buyer is prohibited from encumbering the goods belonging to Joris Ide.
- 14.3. In the event that the Buyer sells the Products to a third party, the Seller reserves the right to claim from the Buyer an amount equivalent to the resale price of the Products, including taxes, or the price at which the Seller sold the Product to the Buyer. The choice between the resale price and the purchase price rests with the Seller.
- 14.4. The Buyer may only sell the purchased products to third parties after full payment of the price and related taxes. The Seller retains ownership of the Products even when they are in the possession of third parties.
- 14.5. Upon Seller's request, Buyer will prepare all documents and perform all actions necessary to assert Seller's title in the country of the third party buyer. Although the Seller retains title to the Products, the liability for storing the Products in a safe and secure manner and for any damage, destruction or loss in respect of the Products sold or any part thereof will pass to the Buyer from the time the Products have been delivered to the Buyer in accordance with the terms agreed by both parties and irrespective of the identity of the carrier.

15. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

- 15.1. Neither party will have the right, without the prior written consent of the other party, to assign its rights or obligations under the sale-purchase contract, in whole or in part, in any manner whatsoever, to third parties, except for the Seller which will have the right to assign the contract, without the Buyer's consent to an affiliated company or to a third party entity as a result of a divestiture, split, merger or change of departments/subsidiaries of the Seller. The contract will remain valid and binding for the legal successors of each of the contractual parties.
- 15.2. The consent referred to in the preceding paragraph must be notified by the assignee within 5 business days from the date on which the assignor requested the assignee's consent, failing which it is presumed that the assignee has not consented to the assignment of the contract.

16. THIRD PARTY RIGHTS

- 16.1. Seller will hold harmless and indemnify Buyer against any consequential damages, losses and expenses arising out of the infringement or alleged infringement by any of Seller's Products of any patent, license, trademark, logo or property protected by copyright owned or used by third parties, which are not the result of indications issued by Buyer, and Seller hereby warrants for Buyer, at its own expense, against any claims, demands, suits, actions or proceedings brought against Buyer under the following cumulative conditions: (i) Buyer will promptly notify Seller, within two (2) days, in writing, in detail and by registered mail of any such proceedings brought against it or of any intention of third parties to bring claims, demands, proceedings, writs or other proceedings against it; (ii) Seller will be solely authorized to defend and enter into settlements or other similar negotiations with respect to such claims, demands, proceedings, writs or other proceedings; (iii) Buyer will not negotiate and enter into settlements with respect to those claims, demands, proceedings, writs or proceedings without Seller's prior written approval and only if (iv) Buyer will proactively/actively cooperate with Seller by providing in good faith the necessary assistance and cooperation with respect to information that may be requested from Seller in the context of confirmed or possible litigation.
- 16.2. Seller assumes no liability and will have no obligation to indemnify for Products or components thereof which:
- (i) comply with specifications, technical drawings, designs or other data provided by the Buyer; or
 - (ii) have undergone unilateral intervention by a party other than the Seller; or
 - (iii) if the Buyer continues to infringe certain rights after being provided with the means of avoiding infringement; or
 - (iv) when the use of the Product or its association with products, processes or materials, or all of these reasons taken together, rather than the Product itself, is the primary cause of infringement of rights.
- 16.3. In the event that a final and irrevocable court decision determines that

the Seller has infringed or wrongfully assumed the rights of third parties or, at the Seller's own initiative, after finding a misuse or infringement of rights, the Seller may decide, at its own discretion and at its own expense,

- (i) to modify the Product so that it no longer infringes and no longer wrongfully assumes the rights of third parties or
- (ii) to seek to obtain an authorisation or other right to use the Product or
- (iii) to replace the Product concerned with a product which does not infringe the rights of third parties.

16.4. If the above options are not commercially feasible and/or cannot be achieved within a reasonable period of time, the Seller may request the return of the Product by reimbursing the Buyer the amount paid by the Buyer for the Product, excluding any further compensation.

16.5. The remedies set out in this Article are the only remedies which the Buyer may claim as compensation. The Seller is not liable for direct or indirect damages.

17. NON-DISCLOSURE - INTELLECTUAL PROPERTY RIGHT

17.1. Unless the Seller expressly consents in writing to other terms and conditions to this effect, the Buyer is prohibited from disclosing to the public or to any third party whatsoever any Confidential Information or information owned or controlled by the Seller.

17.2. All patents, trademarks, copyrights and/or other intellectual property rights and/or any confidential or proprietary information relating to the Products will remain the property of the Seller or their holder. The contractual provisions do not confer on the Buyer any right, title or interest in or authorisation of any intellectual property rights owned or controlled by the Seller, and the Buyer is prohibited from disclosing any confidential information, including information of a commercial nature, protected by intellectual property rights, failing which the Buyer is liable to pay compensation for proven damages.

18. NOTIFICATIONS

18.1. It is understood by the contracting parties that any notice given by one of them to the other is valid if it is sent to the address/premises indicated in the introductory part of the sale-purchase contract.

18.2. If notice is given by post, it must be sent by registered letter with acknowledgement of receipt (A.R.) and is deemed to have been received by the addressee on the date stated by the receiving post office on the acknowledgement of receipt.

18.3. If notice is given by email or fax, it is deemed to have been received on the first business day following the day on which it was sent.

18.4. Oral notices will not be taken into account by either party unless they are confirmed by one of the means referred to in the preceding paragraphs.

18.5. Any change in the identification data of one of the contracting parties (name, registered office,

telephone/fax number), bank account, legal representative, will be notified to the other party within two business days, under penalty of invalidity of such changes.

19. TERMINATION

- 19.1. If the Buyer has failed to pay the price in the amount and within the term agreed, the Seller is entitled, without being liable to pay damages, to refuse any future order placed by the Buyer under the sale-purchase contract.
- 19.2. Failure by the Buyer to pay the price in the amount and within the term agreed entitles the Seller to either enforce the payment obligation or terminate the sale and, in either case, to claim damages.
- 19.3. The Buyer is in default if he has not fulfilled his obligation to pay the price.

20. FINAL PROVISIONS

- 20.1. Amendments to the sale-purchase contract can only be made by an addendum concluded between the contracting parties. Any typographical, clerical or other errors or omissions in any document, quotation, price list, acceptance of quotation, invoice or other document or information relating to the sale issued by Joris Ide will be rectified without liability to Joris Ide.
- 20.2. In the event of a breach by the parties of their obligations, the non-exercise by the non-defaulting party of the right to require specific performance or performance in cash equivalent of the relevant obligation does not operate as a waiver of that right.
- 23.3. The provisions of the sale-purchase contract are supplemented by the provisions contained in the general terms and conditions of sale.

21. APPLICABLE LAW, COMPETENT COURT AND CHOICE OF THE ROMANIAN LANGUAGE AS THE LANGUAGE GOVERNING THE CONTRACT

- 21.1. All transactions will be concluded at the Seller's registered office, even if there are other conflicting provisions to this effect. Romanian legislation will apply to the implementation, interpretation and any disputes arising hereunder. Any disputes between the Seller and the Buyer will be settled by the competent court in whose jurisdiction the Seller's registered office is located.
- 21.2. The parties acknowledge that the translation of the above General Terms and Conditions of Sale and their issue in both French and English is for the sole purpose of making known the mutual contractual obligations and that, despite the inaccuracy of the translation, the original text of this document was drafted in Romanian, for which reason Romanian will be the language used for the interpretation of the terms and/or expressions used throughout the text, as the exclusive language governing the contract.
- 21.3. This text is an electronic version available for reference, and its availability is expressly stated on the first page of standard order forms, order confirmations and invoices issued by the

Seller, as well as in the Seller's product catalogue.

22. TERMS AND CONDITIONS FOR LSS OFFERS (SPECIAL DESIGN CLAUSE)

- 22.1. The design is the responsibility of the technical offices, third parties in relation to JORIS IDE. Seller will not be liable for design, design flaws or damages arising from this work.
- 22.2. According to Law 10 of 1995, the designer is liable for the strength and stability of the related construction, from the acceptance/handover of the MLPAT-approved technical design (PTH) according to the designed work, and in this case the liability extends throughout the lifetime of the construction.
- 22.3. The Designer will be required to draw up a design brief called "Geometric Parameters" and send it to the Beneficiary and the Seller for approval.
- 22.4. If the design produced and then put into operation does not meet the design performance requirements imposed by the design brief and contains design flaws that have caused damage, the designer is liable to the investor and JORIS IDE S.R.L., without JORIS IDE S.R.L. being jointly liable. This clause only applies if the Buyer purchases a complete "hall" or "building" system, with all the components of the project.
- 22.5. Prices are valid for 15 days from the date of quotation.
- 22.6. Payment is made according to NBR exchange rate + 1.5% from the day of invoice, unless otherwise stated in the contract.
- 22.7. The payment methods will be agreed upon when signing the contract.
- 22.8. The standard timeframe for completion of the structural design in the DTAC (technical documentation for obtaining the Building Permit) and MLPAT-approved technical project (PTh) phase is approximately 3 weeks from the date of execution of the contract, payment of the advance and detailed design of the architectural elements. The bracing areas were considered in the optimal position.
- 22.9. Signing the "Geometric Parameters" will also have the meaning of "Endorsed for proof of non-alteration".
- 22.10. The Beneficiary undertakes, if applicable, to inform the Seller of the conditions for the execution of the "Geometric Parameters", otherwise paragraph 22.11 will apply accordingly.
- 22.11. Any change to the "Geometric Parameters" may change the price of the quotation. The Seller will notify the Beneficiary of the new price. If the Buyer does not accept the new price, the changes will not be made and the Seller will deliver the product according to the original specifications. If the Beneficiary accepts the new price, the parties will conclude an Annex to the contract accordingly.

- 22.12. The deadlines for the completion of the Architectural and Installations design (phase DTAC and Pth- technical project) and the documentation for the building permit approvals will be agreed upon at the execution date of the contract.
- 22.13. The documentation for the building permit approvals will be handed over to the Beneficiary. The Seller will not submit on behalf of the Beneficiary the approvals for the issuance of the building permit.
- 22.14. JORIS IDE SRL reserves the right to adjust the prices of the quotation if, upon customer's request or due to customer's fault, the release into production has not been done according to the terms established at the date of execution of the contract.

23. COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION LEGISLATION

- 23.1. The Buyer and persons associated with the Buyer or other persons who are in any way involved in this Contract have the following obligations:
- 23.1.1. comply with all applicable laws, statutes and regulations, including but not limited to anti-bribery and anti-corruption legislation, as specifically set out in the UK Bribery Act (2010).
 - 23.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct took place in the UK;
 - 23.1.3. comply with Joris Ide Anti-Bribery and Anti-Corruption Policy, as currently in force and any updates thereof, which can be found at <http://www.Joris Ide.com>.
 - 23.1.4. to maintain in place during the term of this Agreement appropriate policies and procedures in accordance with the UK Bribery Act 2010 and to immediately notify Joris Ide in writing in cases of a breach of law or prosecution;
 - 23.1.5. immediately notify Joris Ide of any request or demand for financial or other undue advantage received by Buyer in connection with the performance of this Contract; and
 - 23.1.6. immediately notify Joris Ide in writing if a foreign public official becomes an associate or employee of Buyer or acquires a direct or indirect interest in Buyer's company (and Buyer guarantees that it has no foreign public officials as direct or indirect associates, employees or owners as of the date of this Agreement).
- 23.2. For the purposes of this clause, the meaning of appropriate procedures and foreign public officials and the extent to which a person is associated with another person is determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any instructions issued pursuant to Article 9 paragraph of this Act), section 6(5) and (6) and section 8 of the Act. For the avoidance of any doubt, a breach of any of the provisions of this clause will constitute a material breach of the Contract.
- 23.3. Buyer will hold harmless and indemnify Joris Ide against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred or attributable to Joris Ide

as a result of a breach of this clause by the Buyer or any persons associated with the Buyer in connection with the performance of this Contract.

- 23.4. Any breach of this clause by the Buyer or anyone employed by or acting on behalf of the Buyer (with or without the knowledge of the intermediary) or the perpetration of any offence by the Buyer or anyone employed by or acting on behalf of the Buyer under the UK Bribery Act 2010 in connection with this Contract or any other contract entered into with Joris Ide entitles Joris Ide to terminate the Contract and recover from the Buyer the amount of any losses incurred as a result of the termination of the Contract.