

## ART. 1. PARTILE CONTRACTANTE

- 1.1 **SC AECTRA Plastics SRL** ca **Vanzator**, reprezentata prin Director General Roland Lohner, si  
1.2 **Cumparator**, asa cum este identificat in comanda de pe verso.

## ART. 2. OBIECTUL CONTRACTULUI

2.1. Contractul are ca obiect vanzarea de catre **Vanzator** si cumpararea de catre **Cumparator** de produse prevazute in Confirmarea de comanda - Anexa nr. 1 ("**Confirmarea de comanda**") la prezentele Conditii contractuale ("**Contractul**"), precum si la preturile unitare care includ taxele si comisiunile vamale, dar nu includ TVA aferenta.

**Vanzatorul** se obliga sa livreze, iar **Cumparatorul** sa primeasca si sa plateasca produsele in cantitatile si la preturile specificate in **Confirmarea de comanda**, denumite in continuare **Produce**.

2.2. **Produsele** prevazute in **Confirmarea de comanda** nu mai pot fi refuzate de catre **Cumparator** la o data ulterioara.

2.3. Orice modificare a pretului **Produselor** va fi anuntata de catre **Vanzator** prin notificare scrisa catre **Cumparator**.

2.4. Calitatea **Produselor** este standard conform documentelor emise de Producator.

2.5. Comanda **Cumparatorului** va fi semnata in numele si pentru **Cumparator** de catre persoana desemnata in scris in acest sens de catre **Cumparator**, semnarea **Comenzii** de catre alte persoane sau lipsa acestor semnari dand posibilitatea **Vanzatorului** de a refuza **Comanda**.

2.6. **Confirmarea de comanda** emisa de **Vanzator** va fi semnata in numele si pentru **Vanzator** de catre persoana desemnata in scris in acest sens de catre **Vanzator**.

## ART. 3. DURATA SI INCETAREA CONTRACTULUI

3.1. Prezentul **Contract** este valabil incepand cu data semnarii pana la data de 31.12.2020. Vor fi considerate ca fiind facute in temeiul prezentului **Contract**:

a) livrarile de **Produce** efectuate dupa data expirarii duratei de valabilitate prevazute de art. 3.1., inasa in temeiul **Confirmarii de comanda**.

b) platile datorate, dar a caror scadenta exced perioada de valabilitate contractuala prevazuta de art. 3.1.

3.2. Contractul inceteaza de plin drept fara a fi necesara interventia unei instante judecatoresti sau arbitrale:

a) la expirarea duratei de valabilitate a prezentului **Contract**, prevazuta la art. 3.1;

b) prin acordul partilor contractante;

c) prin reziliere, in cazul in care **Cumparatorul** nu isi indeplineste obligatia de plata a pretului prezentului **contract**, obligatiile prevazute de art. 7.2, 8.1 si 8.2 precum si orice alta obligatie prevazuta in mod expres sau rezultand din prezentul **Contract**, in temeiul unei simple notificari transmise cu cel putin 30 zile inainte de data la care incetarea contractului isi produce efectele;

3.3. Incetarea contractului nu va avea nici un efect asupra obligatiilor deja scadente intre partile contractante si in mod particular obligatia **Cumparatorului** de a prelua marfurile care au fost deja lansate in fabricatie la Producator.

Prevederile de mai sus nu inlatura raspunderea partii care, in mod culpabil a cauzat incetarea contractului.

La incetarea prezentului **contract** din culpa **Cumparatorului** toate sumele datorate de **Cumparator Vanzatorului** vor deveni de indata scadente si vor trebui achitate in totalitate.

## ART. 4. PRETUL, CONDITII SI MODALITATI DE PLATA

4.1. Pretul unitar al fiecarui **Produce** prevazut in **Confirmarea de comanda** este exprimat in **EURO**, fara TVA.

4.2. Pretul **Produselor** livrate va fi facturat si platit in RON. Pretul va fi calculat ca echivalent in RON la cursul de vanzare EUR/RON afisat de ING Bank la data emiterii facturii, daca nu este agreeat altfel in **Confirmarea de comanda**. **Vanzatorul** va tine cont de cursul monedei EURO intre data facturii si data incasarii facturii, urmand a emite factura de diferenta de curs valutar (cu mentiunea pe factura "Diferenta valorigica"). **Cumparator/Vanzatorul** se obliga sa achite diferentele de curs valutar in termen de maximum 5 zile calendaristice de la data emiterii facturii reprezentand "Diferenta valorigica".

4.3. In situatiile in care in cadrul duratei prezentului **contract** se vor ivi cresteri privind pretul **Produselor** provenite din import, costul taxelor vamale sau alte cauze in afara controlului **Vanzatorului**, se poate produce modificarea pretului unitar al **Produselor**. Modificarea pretului unitar al **Produselor** va fi notificata **Cumparatorului** in maxim 5 zile de la data la care modificarea va avea loc si isi va produce efectele numai asupra **Produselor** care vor fi livrate ulterior.

4.4. Pretul **Produselor** la care se adauga TVA, se plateste in RON, prin numerar, ordin de plata, CEC/BO la termenele si in conditiile prevazute in **Confirmarea de Comanda**.

4.5. Locul platii este stabilit de catre parti la adresa **Vanzatorului** mentionata in art. 1.1 din prezentul **Contract**.

4.6. Termenele de plata sunt cele specificate in **Confirmarea de comanda**. In cazul depasirii datei limita a platii la oricare din termenele de plata specificate in **Confirmarea de comanda** sau a intarzierii la plata diferentelor de pret, se percep penalitati de 0,1% pentru fiecare zi de intarziere, la intreaga valoare scadenta si neachitata si pana la data achitarii in intregime a datoriei, putand depasi valoarea facturii.

Acestea vor fi facturate corespunzator de catre **Vanzator**, cu mentiunea pe factura "Penalitati comerciale" sau "Penalitati de intarziere". In acest caz platile facute de catre **Cumparator** dupa emiterea facturilor de penalitati se vor aplica mai intai asupra valorii penalitatilor si ulterior asupra valorilor reprezentand pretul **Produselor** ramas neachitat.

4.7. **Vanzatorul** va emite factura fiscala sub forma de factura electronica (in format electronic de tip .pdf). **Cumparatorul** isi da acceptul ca va utiliza, procesa si plati factura electronica si confirma ca are capacitatea de a asigura autenticitatea originii, integritatea continutului si lizibilitatea facturii.

Pentru a asigura autenticitatea originii, facturile vor fi trimise numai de la adrese de e-mail din domeniul, @aectra-plastics.ro.

Semnarea, stampilarea facturilor nu constituie elemente obligatorii pe care trebuie sa le contina factura.

## ART. 5. CREDITAREA

5.1. Plafonul maxim de creditare (contravaloarea **Produselor** livrate catre **Cumparator** fara sa fie platite) este cel specificat in **Confirmarea de comanda**, valabil pentru intreaga perioada de derulare a contractului, astfel incat **Cumparatorul** nu va avea **Produce** livrate de **Vanzator** si neachitate de o valoare mai mare decat plafonul mentionat.

5.2. Plafonul maxim de creditare se stabileste de catre **Vanzator** in functie de bonitatea financiara a **Cumparatorului**, in urma analizei dosarului de creditare inaintat de **Cumparator**. **Vanzatorul** isi rezerva dreptul de a modifica sau bloca total plafonul maxim de creditare daca **Cumparatorul** nu respecta plata la timp a oricarui termen de plata din **contract** sau bonitatea financiara o impune.

## ART. 6. PREDAREA / PRIMIREA PRODUSELOR

6.1. Predarea/primirea **Produselor** se realizeaza conform conditiei de livrare specificata in **Confirmarea de comanda**.

La data si locul predarii/primirii **Produselor** intre reprezentantii **Vanzatorului** si cei ai **Cumparatorului** se efectueaza receptia cantitativa si calitativa in baza documentelor ce insotesc **Produsele**, toate riscurile privind **Produsele** fiind transferate **Cumparatorului** in momentul semnarii de catre reprezentantul **Cumparatorului** a **Avizului** de insotire a marfii.

6.2. Livrarea **Produselor** se consemneaza in **Avizul** de insotire a marfii. Reprezentantul legal al **Cumparatorului** sau delegatul acestuia va semna documentele legale care insotesc **Produsele**, mentionand

in mod lizibil numele sau, data si locul receptiei. Pe **avizul** de insotire a marfii se va aplica si stampila **Cumparatorului**.

6.3. **Produsele** se livreaza in ambalaje originale si vor fi insotite de Certificat de calitate eliberat de producator, cu precizarea ca **Vanzatorul** nu raspunde pentru utilizarea lor in alte scopuri si conditii decat cele specificate de producator, precum si pentru depozitarea necorespunzatoare a **Produselor** de catre **Cumparator**.

## ART. 7. RASPUNDEREA CONTRACTUALA

7.1. **Cumparatorul** este de drept in intarziere pentru neexecutarea la termen a obligatiei de plata a pretului catre **Vanzator** si datoreaza penalitati in conditiile specificate la art. 4.6 pe toata perioada ce depaseste data de scadenta si daune/interese pana la acoperirea integrala a prejudiciului.

7.2. Prin semnarea si perfectarea contractului, **Cumparatorul** confirma si garanteaza ca are posibilitati financiare pentru achitarea pretului **Produselor** contractate.

7.3. Reprezentantul legal raspunde solidar cu **Cumparatorul** de executarea obligatiilor asumate, renuntand la beneficiul discutii si diviziunii.

7.4. **Produsele** livrate sunt garantate calitativ prin Certificat de calitate emis de producator.

Raspunderea **Vanzatorului** este limitata la garantarea calitatii **Produsului** care este comercializat, intrunind toate conditiile de calitate asa cum sunt ele specificate in Certificatul de calitate al producatorului.

Orice reclamatie calitativa a **Cumparatorului** trebuie prezentata in termen de maximum 15 zile de la data receptiei **Produselor**, dand posibilitatea reprezentantului **Vanzatorului** sa verifice autenticitatea reclamatiei.

**Cumparatorul** in mod expres recunoaste ca orice reclamatie depusa dupa trecerea termenului mentionat nu mai atrage raspunderea **Vanzatorului**. In orice caz, se convine in mod expres ca obligatiile **Vanzatorului** fata de **Cumparator** pentru orice pierdere se vor limita la valoarea rezultata din pretul de cumparare al **Produsului** facturat aplicat la cantitatea respectiva, iar **Vanzatorul**, la optiunea sa, poate fie inlocui, fie returna valoarea **Produsului**, in cazul in care a fost platit integral, si acestea reprezentand singurele remedii oferite **Cumparatorului**.

Folosirea incorecta a **Produselor** de catre **Cumparator** exonereaza pe **Vanzator** de orice raspundere.

7.5. In conformitate cu dispozitiile Legii nr. 249/2015 privind modalitatea de gestionare a ambalajelor si a deeurilor de ambalaje, **Cumparatorul** declara ca intelege sa foloseasca toata cantitatea de ambalaje rezultata prin desfacerea **Produselor** in procesul de productie propriu / reciclare. Cantitatile de ambalaje sunt evidentiata in facturile fiscale si/sau

**Avizele** de insotire a marfii emise de catre **Vanzator** prin stipularea diferentei dintre valorile brute si nete privind **Produsele** vandute.

## ART. 8. GARANTII

8.1. Valoarea **Comenzii** va fi acoperita prin BO / CEC-uri fara protest pe care **Cumparatorul** le va elibera in favoarea **Vanzatorului** inainte de livrarea efectiva a **Produselor**, cate unul pentru fiecare suma scadenta. **Cumparatorul** recunoaste dreptul **Vanzatorului** de a solicita eliberarea unui BO sau CEC in alb, fara protest, caz in care partile vor incheia Conventia de Completare BO/CEC in alb (Anexa nr. 2, parte integranta din **Contract**).

8.2. In masura in care **Vanzatorul** considera ca pentru garantarea obligatiei de plata asumate prin prezentul **contract** titlurile de valoare mentionate la art. 8.1 nu sunt suficiente, poate solicita **Cumparatorului** garantii suplimentare (la incheierea contractului cat si pe parcursul derularii acestuia). In acest caz, **Contractele** de ipoteca, precum si celele prezentate de **Cumparator** care atesta constituirea garantiilor, fac parte din prezentul **contract**.

## ART. 9. FORTA MAJORA

Nici una din partile prezentului **contract** nu va fi raspunzatoare pentru neexecutarea la termen si/sau in mod corespunzator, total/partial, a oricareia din obligatiile care ii revin in baza prezentului **contract**, daca neexecutarea obligatiei respective a fost cauzata de un eveniment imprezibil la data incheierii contractului si ale carui consecinte sunt de nealaturat de catre partea care il invoca.

Sunt considerate asemenea evenimente: razboiul, grevele generale. Situatiile determinate de calamitati naturale sau lipsa de lichiditati nu sunt considerate de catre parti ca fiind evenimente de Forta Majora, **Cumparatorul** fiind obligat sa-si asigure productia si sa cesioneze catre **Vanzator** despagubirile primite. Partea care invoca un eveniment de forta majora este obligata sa aduca in scris la cunostiinta celeilalte parti imediat si complet producerea acestuia si sa ia masuri care ii stau la dispozitie in vederea limitarii consecintelor respectivului eveniment. In situatia in care forta majora se intinde pe o perioada mai mare de 1 luna, oricare parte va putea notifica celeilalte parti incetarea de plin drept a prezentului **contract**, fara punere in intarziere sau interventia instantei, dar cu conditia prezentarii de documente justificative emise de autoritatile competente. Cazul fortuit prelungeste durata contractului cu o perioada corespunzatoare duratei evenimentului neprevazut dar nu cu mai mult de 6 (sase) luni.

## ART. 10. LEGE SI LITIGII

10.1. Legea aplicabila: Acest **Contract** este guvernat de legea romana.

10.2. Orice litigiu decurgand din / in legatura cu derularea raporturilor comerciale dintre parti nascute in temeiul **Confirmarii de comanda** se va solutiona de catre instantele judecatoresti competente de la sediul **Vanzatorului** potrivit dispozitiilor Codului de Procedura Civila.

## ART. 11. DISPOZITII FINALE

11.1. **Vanzatorul** nu raspunde de pierderi sau pagube cauzate de incapacitatea sa, din motive independente de vointa sa, de a livra **Produsele** sau de orice intarziere motivata in livrarea acestor **Produce**.

11.2. **Vanzatorul** isi rezerva dreptul de a cesionea toate drepturile si obligatiile ce decurg din acest **contract** inclusiv creanta care deriva din obligatiile de plata ale **Cumparatorului** fara o notificare prealabila a acestuia. **Cumparatorul** nu are dreptul sa cesioneze drepturile si obligatiile sale rezultate din acest **contract** unei terte persoane fara acordul prealabil in scris al **Vanzatorului**.

11.4. Reprezentantul legal al **Cumparatorului** declara pe proprie raspundere, cunoscand sanctiunea prevazuta de Art. 326 Cod Penal pentru fals in declaratii ca durata pentru care s-a constituit persoana juridica pe care o reprezinta nu se va implini in anul in curs sau in anul urmat, ca aceasta nu este supusa procedurii insolventei sau de lichidare voluntara si nu este in curs de divizare sau vanzare.

11.5. In cazul in care pe parcursul derularii contractului impotriva **Cumparatorului** se va declara oricare din procedurile de insolventa, de lichidare sau reorganizare prin divizare, reprezentantul legal al acestuia se obliga ca in cel mult 5 zile de la notificarea Tribunalului sau de la hotararea asociatilor si inainte de indeplinirea formalitatilor de publicitate, sa aduca la cunostinta **Vanzatorului** aceasta imprejurare.

In cazul procedurii de reorganizare prin divizare, **Vanzatorul** poate solicita indeplinirea obligatiilor contractuale de catre oricare dintre societatile rezultate din divizare, care raspund solidar pentru indeplinirea obligatiilor.

11.6. Orice notificare sau comunicare va fi considerata valabil indeplinita daca va fi transmisa in scris la adresa mentionata in **Confirmarea de comanda**. Pentru alte comunicatii care nu aduc modificare prezentului **contract** se acceptata si corespondenta electronica.

In cazul in care o parte contractanta isi schimba sediul sau adresa de corespondenta electronica, aceasta este obligata sa notifice celeilalte parti noua adresa in termen de cel mult 15 zile de la data acestei modificari.

11.7. Modificarea prezentului **contract** poate fi facuta numai in scris, prin acordul partilor.

11.8. Exemplare. Prezentul **Contract** este incheiat in 2 (doua) exemplare cate unul pentru fiecare parte.

**ARTICLE 1. PARTIES**

- 1.1 **SC AECTRA Plastics SRL** as **Seller**, represented by General Manager Roland LOHNERT, and  
 1.2 **Buyer**, as identified in the order on the back.

**Art. 2. OBJECT OF THE CONTRACT**

2.1. Contracts for the sale by **Seller** and purchase by **Buyer** of goods specified in the order confirmation - Annex. 1 ("**Order Confirmation**") to these Terms and Conditions (the "**Contract**"), as well as unit prices including customs duties and commissions, but do not include related VAT.

**Seller** agrees to deliver and **Buyer** to receive and pay the products in specified quantities and prices as in the **Order Confirmation**, hereinafter referred to as "**Products**".

2.2. The **products** provided in the **Order Confirmation** can no longer be refused by the **Buyer** at a later date.

2.3. Any change in the price of the **Products** will be announced by the **Seller** by written notice to the **Buyer**.

2.4. The Quality of **Products** is standard according to the documents issued by the Manufacturer.

2.5. Order will be signed on behalf of **Buyer** by the by the legal representative. **Order** signed by other persons or absence of these signatures enabling **sellers** to refuse the **order**.

2.6. The **Order Confirmation** issued by the **Seller** shall be signed on behalf of the **Seller** by the legal representative of the **Seller** in this regard.

**ART. 3. DURATION AND TERMINATION OF THE CONTRACT**

3.1. This **Agreement** is valid from the date of signature until 31.12.2020. The following shall be deemed to be made under this **Agreement** :

a) Deliveries of **Products** made after the expiry date stipulated by art. 3.1, but under the **Order Confirmation** .

b) payments due, but whose maturity exceeds the period of validity as mentioned by art. 3.1.

3.2. The contract shall cease to have effect without the intervention of a court or arbitral court of law.

a) upon expiration of the validity of this Contract, provided in art. 3.1;

(b) by agreement of the Parties;

c) by termination, in case the **Buyer** does not fulfill his obligation to pay the price of this contract, the obligations mentioned by art. 7.2, 8.1 and 8.2 as well as any other obligation expressly provided or resulting from this Agreement on the basis of a simple notice sent at least 30 days before the date on which the termination of the contract takes effect;

3.3. The termination of the contract will have no effect on the obligations already existing between the **Parties** and, in particular, the **Buyer's** obligation to take over the **Products** that have already been manufactured at the Manufacturer.

The above provisions do not remove the liability of the party that guiltily caused the termination of the contract.

Upon termination of this Purchaser's default, all amounts owed by the **Buyer Seller** will become due immediately and will have to be paid in full value.

**ART. 4. PRICE, CONDITIONS AND PAYMENT MODALITIES**

4.1. The unit price of each **Product** in the **Order Confirmation** is expressed in **EURO** , without VAT.

4.2. The price of the products delivered will be invoiced and paid in **RON** . The price will be calculated as the equivalent in **RON** at the **EUR / RON** selling exchange rate of **BNR Bank** at the date of issue of the invoice, unless otherwise agreed in the **Order Confirmation** . The **seller** will take into account the **EURO** currency rate between the invoice date and the cashing date, and then issue the invoice for the foreign exchange difference . **Buyer / Seller** undertakes to pay the exchange rate differences within a maximum of 5 days from the date of issue of the invoice representing the "Exchange rate difference".

4.3. If during the duration of this contract , the price of the **Product** increases from import reasons, the cost of customs duties or other causes outside the **Seller's** control , the unit price of the **Products** may change . The change in the unit price of the **Products** will be notified to the **Purchaser** within 5 days from the date the change takes place and will only have effect on the **Products** to be delivered later.

4.4. The price of the **Products** plus VAT is to be paid in **RON** ( cash, T/T, CEC, BO) at the due date and as mentioned in the conditions of the **Order Confirmation** .

4.5. The place of payment is established by the parties at the **Seller's** address mentioned in art. 1.1 of this Agreement.

4.6. Payment terms are those specified in the **Order Confirmation** . If the payment deadline is exceeded at any of the payment terms specified in the **Order Confirmation** or the delay in payment of the price differences, penalties of 0.1% shall be charged for each day of delay, to the full value outstanding and unpaid until the date of payment of the debt in full, exceeding the invoice value.

These will be duly invoiced by the **Seller** , with a invoice of "Commercial Penalties" or "Delay Penalties". In this case, the payments made by the **Buyer** after issuing the penalty invoices will be applied first on the penalties and later on the values representing the price of the **Products** left unpaid.

4.7. the **Seller** will issue the fiscal invoice as an electronic invoice (in electronic format .pdf). The **buyer** agrees to use, process and pay the electronic invoice and confirms that it has the ability to ensure the authenticity of the origin, the integrity of the content and the legibility of the invoice.

To ensure the authenticity, the invoices will be sent out only from the domain's e-mail [@aectra-plastics.ro](mailto:@aectra-plastics.ro).

Signing, stamping invoices is not a mandatory element that the invoice must contain.

**ART. 5 CREDIT LIMIT**

5.1. The maximum credit limit (the equivalent of **Products** delivered to the **Buyer** without being paid) is the one specified in the **Order Confirmation** , valid for the entire contract period so that the **Buyer** will not have **Products** delivered by the **Seller** and not paid for higher than the mentioned.

5.2. The maximum credit limit is set by the **Seller** depending on the **buyer's** financial standing , following the analysis submitted by the **Buyer** . The **Seller** reserves the right to modify or block the maximum credit limit if the **Buyer** does not comply with the timely payment of any contract term or financial standing .

**Art. 6 DELIVERY**

6.1. Delivery of the **products** is according to the delivery condition specified in the **Order Confirmation**.

The date and place of delivery / receipt of the **Products** between the **Seller's** representatives and those of the **Buyer** quantitative and qualitative is to be done confronting the documents

accompanying the **Products** , all the risks related to the **Products** being transferred to the **Buyer** upon signing the **Delivery Note / CMR** by the **Buyer's** representative

6.2. The delivery of the **Products** shall be recorded in the **Delivery Note / CMR** . The legal representative of the **Buyer** or his delegate will sign the legal documents accompanying the **Products** , clearly indicating his name, date and place of reception. The **Buyer's** stamp shall also be affixed to the **Delivery Note / CMR** .

6.3. The **products** are delivered in original packaging and accompanied by the COA issued by the manufacturer, with the mention that the **Seller** is not responsible for their use for other purposes and conditions different than specified by the manufacturer, and storage otherwise than clearly indicated.

**ART. 7 CONTRACTUAL LIABILITY**

7.1. **Buyer** is late for late payment of the obligation to pay the price to the **seller** and owes penalties under the conditions specified in art. 4.6 for all time exceeding maturity and damages / interest until full coverage of the damage.

7.2. By signing and finalizing the contract, the **Buyer** confirms and guarantees that he has financial possibilities for paying the price of the **Products** contracted.

7.3. The legal representative is jointly and severally liable with the **Buyer** for the execution of the undertaken obligations, giving up the benefit of the discussion and division.

7.4. Guaranteed quality **products** delivered by COA issued by the manufacturer. **Seller's** liability is limited to ensure quality **product** that is sold, all the conditions of quality as they are specified in the manufacturer's COA.

Any quality complaint **Buyer's** have presented within max im and 15 days after reception of **Products**, enabling representative **Seller** to verify the authenticity of the complaint. The **buyer** expressly acknowledges that any complaint filed after the said deadline no longer raises liability **Seller** . In any case, it is expressly agreed to the obligations **Seller** towards the **Buyer** for any loss will be limited to the value resulting from the purchase price of the invoiced **Product** applied to that quantity, and the **Seller may**, at its option, either replace or return the value of the **Product** , if it has been paid in full, and these are the only compensation offered to the **Buyer** .

Misuse of **Product** by **Buyer** exonerates the **Seller** of any liability.

7.5. In accordance with the provisions of Law no. 249/2015 on how to manage packaging and packaging waste, the **buyer** declares that it understands to use all of the packages resulting in selling its **products** in its own production process / recycling. The quantities of packaging are highlighted in your tax invoices and / or a merchandise accompanying the **Delivery Notes** issued by the **Seller** by stipulating the difference between the gross and net weight of the **Products** sold.

**ART. 8 WARRANTIES**

8.1. The order value will be covered by **BO / CECs** without protest that the **Buyer** will release in **Seller's** favor prior to the actual delivery of the **Products** , one for each due amount . The **Purchaser** acknowledges the **Seller's** right to request the issuance of a **BO** or **CEC** in blank, without protest , in which case the parties will conclude the **BO / CEC Completion Convention** in blank ( Annex 2, as part of the Contract).

8.2. If the **Seller** considers that, in order to guarantee the payment obligation assumed under this contract, the securities mentioned in art. 8.1 are not sufficient, may require the **Buyer** additional guarantees ( at the conclusion of the contract and during its execution ) . In this case, Mortgage Contracts, as well as the documents submitted by the **Buyer** certifying the provision of the guarantees, are being part of this contract.

**ART 9. FORCE MAJEURE**

None of the parties to this contract shall be liable for the non-performance in time and / or duly, totally / partially, of any of the obligations under this contract if the non-performance of the obligation was caused by an unforeseeable event the termination of the contract and the consequences of which we have to remove from the party invoking it.

Such events are considered: war, general strikes. Situations caused by natural disasters or lack of liquidity not considered by the parties as events of Force Majeure, the **Buyer** is obliged to ensure the production and transfer to the **Seller** compensation received. The party invoking a major force event is obliged to write to the other party immediately and completely the production of it and to take measures that are available to him to limit the consequences of that event. If the force majeure extends over a period of more than 1 month, either party may notify the other party of the termination of the present contract without delay or the intervention of the court, but subject to the submission of supporting documents issued by the authorities competent actions. The force case prolongs the duration of the contract with a period corresponding to the unforeseen event, but not longer than 6 (six) months.

**ARTICLE 10. LAW AND DISPUTES**

10.1. Governing Law: This Agreement is governed by Romanian law.

10.2. Any dispute arising from / in connection with the development of commercial relations between the parties arising under **Order Confirmation** will be solved by the competent courts at the **Seller's** disposal according to the Civil Procedure Code.

**Art. 11. FINAL PROVISIONS**

11.1 . The **Seller** is not liable for any loss or damage caused by own inability, for reasons beyond own control, to deliver the **Products** or any delay in the delivery of such **Products**.

11.2 . **Seller** reserves the right to assign all rights and obligations arising from this agreement including the claim arising from **Buyer** 's payment obligations without prior notice. The **buyer** has the right to assign his rights and obligations resulting from this contract to a third person without the prior written consent of the **Seller** .

11.4. The legal representative of the **Buyer** declares on own responsibility, knowing the sanction provided by Art. 326 of the Penal Code for fake statements that the duration for which the legal person he represents is not going to be fulfilled in the current year or the following year, is subject to insolvency or voluntary winding-up proceedings and is not being divided or sold.

11.5 . In the event that during the course of the contract against the **Buyer** , any of the insolvency, winding-up or reorganization proceedings will be initiated, the legal representative of the **Purchaser** undertakes that within 5 days from the notification of the Court or from the decision of the associations and before the fulfillment of the advertising formalities, to inform the **Seller** of this fact.

In the case of a reorganization procedure by division, the **Seller** may request the fulfillment of the contractual obligations by any of the companies resulting from the division, who are jointly liable for the fulfillment of the obligations.

11.6. Any notice or communication shall be considered valid if fulfilled will be submitted in writing to the address mentioned in **Order Confirmation** .

For other communications that do not modify the present contract, electronic mail is also accepted.

If a Contracting Party changes its registered office or electronic mail address, it shall notify the other party of the new address no later than 15 days after the date of such change.

11.7 . Amendments to this contract may be made only in writing, by agreement of both parties.

11.8 . Folds. The Contract is signed and agreed in 2 (two) folds, one for each Party.