

TERMENI SI CONDITII GENERALE DE VANZARE ALE GRUPULUI ELECTROALFA

1.1.APLICABILITATEA CU PRIORITATE A TERMENILOR SI CONDITIILOR DE VANZARE ALE GRUPULUI ELECTROALFA

Toate livrarile de produse si servicii ale companiilor din Grupul Electroalfa se supun acestor si acelorasi termeni si conditii de vanzare. Grupul Electroalfa nu recunoaste termeni si conditii aflate in conflict sau alti termeni si conditii de achizitie ale clientului cu exceptia situatiei in care exista un acord scris explicit intre cele doua parti.

Termenii si conditiile de vanzare ale Grupului Electroalfa se aplica prioritar oricaror alti termeni si conditii ale Clientului.

Daca exista contradictie intre termenii si conditiile de vanzare/livrare ale Grupului Electroalfa si cele ale Clientului, se aplica exclusiv termenii si conditiile de livrare ale Grupului Electroalfa.

1.2 DREPTURI DE PROPRIETATE INTELLECTUALA SI CONFIDENTIALITATE

Grupul Electroalfa isi rezerva neconditionat toate drepturile de proprietate si copyright asupra ilustratiilor, ofertelor tehnice/financiare si anexelor acestora, desenelor industriale, schitelor, softurilor, aplicatiilor web si asupra oricaror alte documente sau informatii (enumerarea nu este exhaustiva), indiferent de suportul tehnic pe care sunt furnizate Clientului (hartie, email, informatie verbala).

Vor fi asimilate informatiilor confidentiale toate informatiile din categoriile de mai sus si de care Clientul a luat cunostinta cu prilejul discutiilor premergatoare incheierii Contractului, precum si cele care ii sunt/vor fi dezvaluite Clientului sau la care acesta are/va avea acces sau de care acesta afla cu ocazia

ELECTROALFA GROUP'S GENERAL TERMS AND CONDITIONS OF SALES

1.1.PREVALENCE OF ELECTROALFA GROUP'S TERMS AND CONDITIONS OF SALES

These terms and conditions of business apply to the deliveries of all Electroalfa Group companies and other performances (assembly, commissioning, repair, maintenance, services, consulting services, etc.); any other terms and conditions of purchase of the customer won't be recognized unless we have given our specific, written consent to their application. Electroalfa's terms and conditions of business shall prevail any other terms and conditions of our customer. Whether there are discrepancies between Electroalfa's terms and conditions of sales and the customer's terms and conditions, Electroalfa's terms and conditions of sales shall apply.

1.2 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

For all illustrations, technical and financial offers and their appendixes, industrial drawings, sketches, software, web applications and any other documents or information (this is not an exhaustive enumeration), independent of the form they are provided to the Customer (paper, email, verbal info) we unrestrictedly reserve all ownership rights and copyright.

By confidential information is understood all the above documents of which the Customer became aware during the discussions held prior to Contract entering as well as those which are / will be disclose to the Customer or to which he has or will have access or of which he finds out during the Contract operation no matter if they are written, verbal or electronic info or in any other form of tangible or intangible support and

derularii raporturilor contractuale, indiferent daca sunt in forma scrisa, verbala sau electronica sau in orice alta forma sau suport tangibil sau intangibil, si indiferent daca poarta sau nu mentiunea expresa "*informatii confidentiale*" sau "*informatii proprietate exclusiva*".

La incetarea contractului, Clientul are obligatia de a returna in termen de maxim 5 zile lucratoare toate informatiile confidentiale, fotocopiile documentelor tehnice, softurile si aplicatiile web ale Grupului Electroalfa in legătura cu contractul- fara a fi necesara o notificare din partea Grupului Electroalfa in acest sens.

Clientul recunoaște dreptul exclusiv de proprietate al Grupului Electroalfa asupra tuturor acestora, chiar si in lipsa mentiunii exprese "*Confidential*", "*informatii confidentiale*" sau "*informatii proprietate exclusiva*" si are obligatia de a pastra confidentialitatea lor cel putin pe perioada derularii contractului si o perioada de 6 luni de la incetarea acestuia, indiferent de cauze.

Dezvaluirea oricarei informatii confidentiale catre terte persoane se va face de catre Client numai cu acord prealabil expres in forma scrisa din partea reprezentantilor Grupului Electroalfa.

Dezvaluirea oricarei informatii confidentiale catre autoritati publice se va face de catre Client in conditiile legii, cu informare prealabila si detaliata a Grupului Electroalfa privind solicitarea de furnizare a unei asemenea informatii.

Raspunderea clientului pentru incalcarea drepturilor de proprietate intelectuala si/sau confidentialitatea, indiferent de forma inovatiei (intenție sau culpa) va fi angajata in conditiile legii. Grupul Electroalfa va fi indreptatit sa solicite Clientului- in cazul incalcarii de catre acesta a prevederilor prezentului Acord- acoperirea integrala a

no matter if they are marked as "*confidential information*" or "*proprietary information*".

At Contract expiring date, the Client shall return within 5 working days all confidential information, copies of technical documents, software and web application related to the Contract to Electroalfa Group without a notification from Electroalfa Group.

The Customer acknowledges the exclusive right of property of Electroalfa Group to all these, even if not marked as "*Confidential*", "*confidential information*" or "*proprietary information*" and shall keep the confidentiality at least during the time in which the Contract is in place and a period of 6 months thereafter.

The disclose of any confidential information to third parties shall be made by the Client only with the prior written detailed consent from Electroalfa Group's representatives.

The disclose of any confidential information to public authorities shall be made by the Client under the provisions of the law with prior information to Electroalfa Group regarding the request of disclosing such confidential information.

The client responsibility for the brake of intellectual property rights and/or confidentiality, no matter of the fault character (intended or fraud) shall be subject to laws. In the event when the Client brakes these Terms and Conditions, Electroalfa Group shall be entitled to ask to the Client the integral cover of all prejudice without limitation to the value of the Contract between the two parties.

prejudiciilor suferite fara a fi limitat la valoarea contractului dintre parti.

1.3 LIVRARI PARTIALE

Grupul Electroalfa isi rezerva dreptul de a face livrari partiale si presta servicii partiale in mod rezonabil.

1.4 INDEPENDENTA CLAUZELOR, LEGEA APLICABILA

Daca vreuna din prevederile acestor Termeni si Conditii Generale de Vanzare devine nula (ca efect al unei dispozitii legale) celelalte clauze isi pastreaza valabilitatea. Legea aplicabila contractului va fi Legea Romana.

1.5 ACCEPTAREA EXPRESĂ A COMENZILOR

Comenzile vor fi considerate obligatorii pentru Grupul Electroalfa numai in situatia confirmarii in scris, in termen de 5 zile lucratoare de la primire.

In lipsa de stipulatie contrara in cuprinsul contractului datele de livrare declarate trebuiesc considerate date informative.

1.6 STABILIREA PRETURILOR DE VANZARE

In lipsa unei mentiuni contrare in confirmarea de comanda a Grupului Electroalfa, sau in cuprinsul contractului, preturile de vanzare se considera FCA on truck conform Incoterms 2010 la locul precizat in oferta sau in confirmarea de comanda ; daca un astfel de loc nu este indicat in oferta sau in confirmarea de comanda, preturile se vor intelege ca FCA on truck sediul Electroalfa. Grupul Electroalfa isi rezerva dreptul de a ajusta preturile, inclusiv pentru comenzi confirmate, pentru a reflecta orice crestere a costurilor, din motive in afara controlului sau, în baza unei notificari prealabile transmise Clientului.

Cu titlu exemplificativ de cazuri in care preturile pot comporta modificari, enumeram:

1.3 PARTIAL DELIVERIES

Electroalfa Group reserves the right to make partial deliveries and partial performances in a reasonable scope.

1.4 INDEPENDENT PROVISIONS, APPLICABLE LAW

Should individual provisions of these General Terms and Conditions of Business be invalid (due to the provision of law), the validity of the other rulings and of the contract itself shall remain unaffected.

The applicable law is the Romanian law.

1.5 ACCEPTANCE OF PURCHASE ORDERS

Orders shall only be binding on us if confirmed in writing within five working days of receipt. Stated delivery dates should be regarded as approximate only.

Without any specific provision in the contract, the stated delivery dates are informative only.

1.6 SALES PRICES

In the absence of any statement to the contrary in our order confirmation, our selling prices shall apply as FCA on truck (Incoterms 2010) place stated in our quotation or acceptance; if no place of destination is indicated in our quotation/acceptance, the prices shall apply as FCA on truck place of business of the Electroalfa company confirming.

Electroalfa Group keeps the right to adapt prices, as well for confirmed orders, to reflect any increase in our costs, for any reason beyond its control with the condition of informing the Client prior to the adaptation.

Such reasons may be: force majeure, shortage of primary material or labor, increase of raw material prices or increase of labor rates, strikes,

forta majora, lipsa de materie prima sau forta de munca/ cresterea costurilor acestora, greve, probleme de transport sau cresteri ale costurilor de transport. Ajustarea preturilor conform prezentului articol opereaza exclusiv in situatia in care cauzele care conduc la ajustare au intervenit ulterior acceptarii comenzii Clientului/ incheierii contractului, dar anterior livrarii bunurilor.

1.7 FACTURARE

Grupul Electroalfa poate factura clientului cheltuielile de elaborare a unei oferte potrivit conventiei prelabile a Partilor.

In situatia in care in acceptarea de comanda sau in contract nu s-a convenit altfel, toate facturile emise de Grupul Electroalfa devin platibile dupa emiterea lor fiind scadente in termen de 15 zile de la data lor.

Pentru clientii societati comerciale Romane facturile se emit in RON la cursul echivalent BNR cel mai mare dintre ziua comenzii si ziua facturarii.

1.8 PLATI SI GARANTAREA PLATII

Grupul Electroalfa are dreptul la plati partiale pentru livrarile partiale efectuate, conform conventiei Partilor (acceptarea de comanda si/sau contract).

Grupul Electroalfa, la propria latitudine, conform procedurilor si regulamentelor interne, poate solicita plati in avans sau garantii ale platii pentru livrarile in curs. In cazul intarzierilor la plata / neplatii, Grupul Electroalfa este indreptatit sa amane sau sa stopeze livrarile si sa solicite Clientului despagubiri pentru afectarea relatiei de afaceri.

Grupul Electroalfa nu va putea si nu va fi tinut raspunzator pentru niciun prejudiciu al Clientului si/sau al oricarui tert, pentru livrari intarziate/ nelivrari datorate intarzierilor platilor/neplatilor de catre acesta.

transportation or similar problems, increase of freight rates.

The price adaptation in this chapter should be performed only when the reasons causing it appeared after the Client order has been accepted but prior to the goods delivery.

1.7 INVOICING

The performances provided for the issuing of a cost quotation can be invoiced to the customer if this has been agreed in writing in the individual case.

If no separate agreement has been made, all invoices shall be due immediately and payable strictly net cash within 15 days of the date of invoice.

In case of Customers which are registered Romanian companies, the invoices will be issued at the equivalent exchange rate of Romanian National Bank using the biggest rate between the day of order and the date of invoicing.

1.8 PAYMENT AND PAYMENT GUARANTEE

Electroalfa shall be entitled to partial payments for partial performances.

Based on its own decision according to its internal procedures and rules, Electroalfa Group may ask for advance payments or payment warranties for the ongoing deliveries.

In the situation of delayed cashing / not payment Electroalfa Group is entitled to withhold the outstanding performances or deliveries and/or to render all claims from the business relation due immediately.

Electroalfa Group cannot be hold responsible for any losses suffered by the Client and/or any third party caused by delayed deliveries / non deliveries due to payment issues.

1.9 REZERVA PROPRIETATII ASUPRA BUNURILOR VANDUTE

In lipsa unei stipulatii contrare din contract, Grupul Electroalfa isi rezerva dreptul de proprietate asupra bunurilor vandute pana la indeplinirea integrala a obligatiei de plata din partea Clientului.

Clientul are dreptul sa se foloseasca de bunurile cumparate pe durata cursului normal al afacerii – conform destinatiei acestora si cu respectarea deplina a tuturor dispozitiilor legale aplicabile.

Pastrarea dreptului de proprietate va acoperi si produsele rezultate din procesarea, amestecarea sau imbinarea bunurilor noastre la valoarea lor completa, iar aceasta nu creeaza o obligatie pentru noi. Daca, dupa procesare, amestecare sau combinare cu bunuri ale unui tert, continua sa se aplice dreptul de proprietate al terței parti, Electroalfa va dobandi proprietatea comuna in procentul rezultat din ponderea valorii facturate in valoarea bunurilor procesate.

1.10 ASIGURARI

In lipsa unei prevederi contrare in Contract, de la momentul predarii bunurilor ce fac obiectul vanzarii, Clientul este singurul raspunzator pentru mentinerea acestora in stare corespunatoare, potrivit destinatiei acestora.

Clientul este obligat sa le asigure pe cheltuiala sa impotriva riscurilor de foc, apa si furt cu o acoperire suficienta la valoarea de inlocuire.

1.11 RECEPȚIA BUNURILOR – OBIECT AL VÂNZĂRII

Daca nu exista o intelegere scrisa legata de momentul exact al receptiei, aceasta trebuie facuta de client imediat dupa livrare. Costurile receptiei vor fi pe cheltuiala clientului.

1.9 PROPRETY RIGHTS ON THE SOLD GOODS

We shall retain title to the goods sold until such time as full payment of our claims from the business relation with the customer is received. The customer is entitled to dispose over the goods purchased during the ordinary course of business according to the goods purpose and respect of the laws.

The retention of title shall also cover the products resulting from processing, mixing or joining of our goods at their full value, whereby this shall not result in any obligation on our part. If, given processing, mixing or joining with third-party goods, the ownership rights of the third parties continue to apply, we shall acquire joint ownership in the ratio of the invoice amounts of these processed goods.

1.10 INSURANCES

If not agreed otherwise in writing, the Client is the sole responsible for maintaining the goods in a good shape according to their final use, beginning with the moment of hand over.

The customer is obliged to treat the goods with care; in particular, he is obliged to insure them at his own expense against fire, water and theft with sufficient cover at replacement value. If maintenance and repair work is necessary, the customer will carry this out in good time at his own expense.

1.11 ACCEPTANCE OF SOLD GOODS

If no agreement has been made concerning the precise time of the acceptance, acceptance must be carried out immediately following completion

1.12 EXONERAREA DE RASPUNDERE IN CAZUL UTILIZARII NECORESPUNZATOARE/ IN ALTE SCOPURI ALE BUNURILOR VANDUTE

Grupul Electroalfa nu poate fi si nu va fi tinut raspunzator pentru niciun prejudiciu al Clientului sau al unei terte parti rezultand din utilizarea necorespunzatoare sau in alte scopuri (altele decat cele pentru care au fost produse/ vandute bunurile) a bunurilor vandute.

In perioada de garantie a bunurilor vandute, Grupul Electroalfa nu poate fi si nu va fi tinut raspunzator pentru niciun prejudiciu al Clientului sau al unei terte parti rezultand din reparatii/ interventii neautorizate, cu personal necalificat sau cu material neconforme/ neautorizate de catre Electroalfa asupra bunurilor vandute. Suplimentar, pe baza constatarii facute de personalul specializat al Grupului Electroalfa, in astfel de situatii, garantia acordata se revoca.

Toate informatiile referitoare la potrivirea, procesarea si folosirea produselor vandute, sfaturile tehnice si alte informatii vor fi furnizate de Grupul Electroalfa in masura in care: (i) acestea nu fac obiectul unui acord de confidentialitate anterior contractului in cauza; (ii) sunt legate de exclusiv de componentele pe care Grupul Electroalfa le produce (in situatia bunurilor complexe in care sunt incorporate tehnici/ materiale/ tehnologii complexe apartinand si altor producatori, Grupul Electroalfa nu va fi obligat la furnizarea informatiilor respective, dar va colabora cu Clientul pentru obtinerea acestora – neobtinerea neputand fi imputata Grupului Electroalfa); Clientul are obligatia de a efectua propriile incercari si teste cu personal calificat si specializat.

Raspunderea Grupului Electroalfa poate fi angajata pentru utilizarea speciala a

of the performance. The costs of acceptance shall be for the account of the customer.

1.12 LIABILITY FOR GOODS USED INNAPPROPRIATE/ FOR OTHER PURPOSES

Electroalfa Group shall not be held liable for any loss of the Client or of any third party arising from the wrong utilization or for other purposes than the ones the goods were sold for.

During the goods warranty period, Electroalfa Group cannot be and shall not be held liable for any loss of the Client or of any third party following repairs / interventions made by unauthorized personnel., unqualified personnel or non-conform/unauthorized by Electroalfa materials. In addition, based on the result of the findings of Electroalfa Group specialized personnel, the warranty become void.

All information concerning suitability, processing and use of the sold products, technical advice and other information will be provided to the best of our knowledge under the following conditions: (i) they are not subject of a confidentiality agreement in place prior to this project ; (ii) they refer exclusively to components manufactured by Electroalfa Group (for complex products where there are techniques/materials/technologies from other manufacturers, Electroalfa Group will not be obligated to supply the respective information but will cooperate with the Client to get them), but will cooperate with the client to get these information – in case of not getting them Electroalfa Group is not liable; the customer should perform his own checks and trials using qualified personnel. Electroalfa Group shall only be liable for the special use of our products only if we have been advised of this in writing in advance and have issued our confirmation.

produsele vandute daca Grupul Electroalfa a fost informat de aceasta in prealabil in scris si Grupul Electroalfa a confirmat.

1.13 RASPUNDEREA PENTRU DEFECTE ALE BUNURILOR VANDUTE

Drepturile clientului legate de raspunderea Grupului Electroalfa pentru defecte materiale, pot fi exercitate de catre acesta numai dupa respectarea cumulativa a urmatoarelor conditii: (i) clientul si-a respectat in mod corect obligatiile de a examina produsele si (ii) a emis fara intarziere o nota de neconformitate.

Obligatia Grupului Electroalfa in cazul in care raspunderea pentru defecte materiale apartine Grupului Electroalfa consta in efectuarea reparatiilor necesare sau efectuarii de livrari de inlocuire, alegerea uneia din cele doua variante fiind la latitudinea Grupului Electroalfa.

Raspunderea Grupului Electroalfa nu poate fi si nu va fi angajata pentru defecte de material cauzate de trecerea riscului la client sau la terti numiti de catre el, prin transport incorect, depozitare incorecta, teren construit neconform, intalare incorecta, asamblare incorecta, utilizare incorecta, conectare incorecta, operatii neintentionate sau incorecte, uzura excesiva, conditii de functionare neprevazute, in particular dar nu doar la evenimente natural greu de depasit (cum sunt cutremur, furtuna), sau influente electrochimice sau electrice sau ca si rezultat al uzurii normale.

In plus, raspunderea Grupului Electroalfa pentru defecte materiale este exclusă in cazul deteriorarii sau distrugerii bunurilor livrate, intervenite dupa predarea riscului, cu exceptia situatiei cand defectul care a cauzat deteriorarea sau distrugerea exista deja la predarea riscului.

1.13 LIABILITY FOR THE DEFECTS OF SOLD GOODS

Customer's rights with regard to Electroalfa Group's liability for material defects may be in place only if the following conditions were met in full and in the same time: (i) the customer has correctly complied with his obligations to examine the products and (ii) has provided a notice of non-conformity to us without undue delay.

In the situation where Electroalfa Group is liable for material defects than Electroalfa Group shall make the necessary reparations or perform a replacement delivery and Electroalfa Group is free to choose one of these actions.

Electroalfa Group cannot be held liable for material defects caused by the passing of risk to the client or to third parties appointed by the client by inappropriate transportation, inappropriate warehousing, inappropriate site preparation, inappropriate installation, inappropriate assembly, inappropriate use, inappropriate interconnection, inappropriate operations, excessive wear, unexpected operating conditions, conditions hard to overpass (i.e. earthquake, storm), or electrochemical or electrical influences or as a result of the normal wear.

Moreover, Electroalfa Group's liability for material defects is excluded in the situation when the delivered goods are damaged or destroyed after the passing of risk, except for the situation when the defect which caused the destruction existed before the passing of risk.

1.14 RESTRICȚII LA EXPORT/UTILIZARE

Grupul Electroalfa nu poate fi și nu va fi ținut răspunzător pentru niciun prejudiciu al Clientului și/sau al unei terțe parti în cazul în care produsele vândute fac obiectul restricțiilor de export/ utilizare.

Întreaga responsabilitate pentru orice formalitate necesară și obținerea oricărui aviz, autorizație sau document necesar exportului/ utilizării bunurilor vândute este în sarcina Clientului, în lipsa unei stipulații contrare în Contract.

Cumpărătorul se obligă să nu vândă, împrumute sau livreze niciunui tert cu nici o condiție, cu sau fără plată, temporar sau permanent produsele, documentația, manualele de utilizare și informația de orice fel referitoare la produs, fără a avea acordul prealabil scris al Grupului Electroalfa și al autorităților competente.

Clauzele anterioare sunt aplicabile și în cazul în care terțe parti achiziționează, montează, pun în funcțiune sau încorporează bunurile vândute de Grupul Electroalfa Clientului.

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1.14 EXPORT/USE RESTRICTIONS

Electroalfa Group shouldn't and cannot be held liable for any loss suffered by the customer and/or third party in the situation where sold goods are subject to export/use restrictions.

If not agreed to the contrary in writing, the entire responsibility for getting any approval, authorization or other type of permit for export or use is in the Customer's scope.

The Customer endeavors not to sell, lend or deliver to a third party under no circumstances, against payment or free of charge, temporary or permanent the products, documentation, operating manuals and any type of information related to a product, without having the written consent of Electroalfa and of any applicable legal authorities.

The above provisions are applicable also when third parties purchase, install, commission or incorporate the goods sold by Electroalfa Group to the Customer.

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