

1. **GENERAL PROVISIONS**

Within these Conditions, except for the case when the context indicates otherwise, the terms below shall have the following meaning:

**Order:** a request sent by the Buyer to the Seller with respect to the purchase by the Buyer of the Seller's Products.

**Transavia Supply Conditions** and/or **the Conditions:** means these Products supply conditions.

**Offer:** means the proposal sent by the Seller to the Buyer related to the sale of the described Products and which make up the Offer, in accordance with the Conditions herein. The Offer includes the Conditions herein and shall apply to all and any Products/batches mentioned therewith.

**Delivery Point:** FCA (Incoterms 2010) Oiejdea, Alba County, Romania, unless otherwise provided in the Offer.

**Products:** means (i) any products according to the range of the Seller's standard product offer and/or (ii) any products the Buyer has requested the Seller to produce in accordance with the specific instructions, features and specifications mentioned in the Order which shall be specified and supplied to the Buyer as per the Offer.

**Successive Order:** if the Products related to the Offer are to be delivered in several stages (successive orders), a successive order is a division of the Offer that will be delivered (i) at predetermined time intervals according to the Offer; or (ii) as requested by the Buyer under the terms of the Offer by notifying the Seller at least 10 (ten) business days in advance of the type/quantity of the Products to be supplied in that successive order

2. **APPLICABILITY**

2.1. The Conditions herein prevail in all cases and apply to sales made by the Seller, excluding all and any of the Buyer's conditions. The Offer and these Conditions constitute the entire agreement between the parties regarding the sale/purchase and delivery of the Products.

2.2. The Buyer confirms that it has not relied on any statements, promises, warranties or representations made or given by or on behalf of the Seller which are not provided in the Offer.

2.3. The offer and these Conditions have been issued, negotiated and concluded between professionals. The Seller and Buyer expressly confirm that all the clauses contained in the Offer and in the document herein, including clauses relating to limitation and/or extension of liability, statutes of limitation, suspension of performance of the obligations, limitation of the right to raise exceptions or other clauses which, if not subject to negotiations, would be qualified as standard clauses under Article 1.203 of the Civil Code,

correspond to their free will, following bilateral negotiations. The Buyer has accepted the Offer not being influenced or compelled by anyone or in state of necessity, and judging that there is equivalence between reciprocal benefits, thus waiving to invoke the provisions regarding hardship of contracts. The Buyer understands the meaning of the terms used in the Offer and agrees with their content.

3. **QUALITY**

3.1. All information relating to the Products and their qualities, communicated verbally or in writing by the Seller, are sent in good faith, but will not constitute Seller's declaration of the appropriateness of the Products.

3.2. The Products' features contained in the statements and the public presentations of the Seller or of its agents, including, but not limited to, advertisements, prospectuses, brochures, websites or other materials, are part of the Offer only if expressly contained therein.

3.3. The Buyer is solely responsible for the correctness, accuracy and compliance of its requests for Products and the information it requires to be included on the Products and/or their packaging as well as for the characteristics/specifications mentioned in the Order and hereby declares that all these do not contradict, in whole or in part, any applicable legal provisions in the countries/regions where the Products will be transported/delivered/ marketed etc.

4. **TITLE AND RISKS**

4.1. The Buyer becomes the owner of the Products and the Product risk will transfer to the Buyer when they are loaded into the means of transport.

4.2. In the event that the price of any Products has not been paid in full at the due date, the ownership of those Products will be transferred and will remain with the Seller, at its discretion, based on a written notice sent by the Seller to that effect and consequently, (i) all amounts (including partial payments) paid by the Buyer in connection with such Products are retained by the Seller as compensation; (ii) the Buyer shall pay to the Seller within 5 (five) calendar days from the Seller's notification in this respect all costs related to transport, handling, recovery, re-packing, re-labelling, storage and selling for the said Products and, as applicable (iii) all costs related to all ingredients, packaging and any other personalized items purchased/ordered/integrated by the Seller for/in the manufacture of the Products. The

parties irrevocably agree that this penalty is an equitable anticipated estimate of Seller's loss as a result of the Buyer's failure to pay the full price of the Products at the due date.

**5. DELIVERY**

- 5.1. The delivery of the Products shall be made FCA (Incoterms 2010) Oiejdea, Alba County, Romania.
- 5.2. The Buyer undertakes to take over the Products in full and in due time in accordance with the terms of the Offer.
- 5.3. If (i) for any reasons, the Buyer (and/or its intermediaries, including the contracted carrier) does not take over the Products on the date when these are prepared for delivery, (ii) the Seller cannot deliver the Products on time due to the Buyer's failure to provide the proper instructions, documents, licenses, permits, authorizations etc. or (iii) the Buyer does not accept the delivery, then all amounts related to that Offer/Successive Orders shall become due in advance on the date when the Buyer should have taken over the Products, and the Buyer shall pay the amounts in full to the Seller within 10 (ten) calendar days from the respective date. In case the Buyer:

- (i) pays the Seller all amounts mentioned above within the term previously stipulated, the Seller shall store the products, at the risk and costs of the Buyer for a maximum of 1/3 of the term of validity of the Products from the date on which the amounts related to the Order became due in advance. If the Buyer does not take over all the Products within the above mentioned timeframe, the ownership over these Products will be transferred to the Seller free of charge and the Buyer will pay the Seller within 5 (five) calendar days of the Seller's notification in this respect, the amount for all costs incurred for the repackaging, re-labelling, handling, storing, transporting and selling or, as the case may be, destroying the Products, and any amounts paid by the Buyer in connection with the Products will be retained by the Seller as damages.
- (ii) does not pay the Seller all the above mentioned amounts within the above-mentioned time period, the ownership over the Products will be transferred to the Seller free of charge and the Buyer will pay the Seller within 5 (five) calendar days from the notification provided by the Seller in this respect, the amount for all costs incurred for the repacking, re-labelling, handling, storing, transporting and selling or, as the case may be, destroying the Products, and any amounts paid by the

Buyer in connection with the Products shall be retained by the Seller as damages.

- 5.4. If the Seller is responsible for the transport of the Products, the Buyer undertakes to unload the means of transport upon its arrival at the address specified in the Order, within the time frame agreed between the parties, which in no case may exceed 3 (three) hours from the time the means of transport reaches the established address, otherwise, in addition to the costs borne by the Seller (e.g., transportation, handling, insurance, etc.), the Buyer will be liable for any other expense occasioned by the impossibility of the Seller to use the means of transport due to failure of the Buyer to fulfil the obligation set forth in this article.
- 5.5. In the event of delivery address errors, delivery dates errors (e.g., street, number, contact person, telephone number, etc.) the Seller will not be responsible for the failure /delay of delivery of the Products.

**6. WARRANTY**

- 6.1. The Seller warrants that the Products sold comply with the specifications and labelling provided in the Offer. The Seller excludes all other warranties of any kind, whether express or implied, relating to merchantability, appropriateness for a particular purpose or any other matter relating to the Products, whether used individually and /or in combination (e.g. incorporated) with other products.

**7. COMPLAINTS**

- 7.1. Complaints for alleged defects /apparent defects of the Products must be communicated to the Seller within 24 hours of the Buyer becoming aware thereof but in no case later than 3 (three) business days after delivery of the Products. Complaints about alleged defects /hidden defects in Products must be communicated to the Seller within 3 (three) business days of the Buyer's acknowledgment of them and the detailed grounds for the complaint must be confirmed within 7 (seven) business days from the same date. In all cases where complaints/motivation are not carried out in accordance with art. 15.1. below and received by the Seller within the aforementioned period, it will be deemed that the Buyer has waived the right to make any complaints and is fully satisfied with the features, quality and quantity of the Products.
- 7.2. No claim will be accepted (Seller not being liable to the Buyer or any other third party) if (i) the Products (in whole or in part) have been modified, repackaged, re-labelled or processed in any way, (ii) the Products were not stored/handled under optimal conditions as per the Seller's instructions (iii) the Buyer has not proved that the claimed

product is provided by the Seller and/ or if (iv) the Seller, having the opportunity to inspect the Products, accepts within 10 days from receipt of the grounded claim from the Buyer, the replacement of the claimed Products. Complaints must be accompanied, in all cases, by the Product/Products themselves (which are the subject of the complaint). Under no circumstances will the destruction/modification/alteration of the claimed Products be accepted until they have been viewed and inspected by a representative of the Seller. An inspection report will be signed by the representatives of the two parties in this respect.

- 7.3. Notwithstanding the above, the Seller will not be liable for any qualitative and/or quantitative deficiencies of the Products caused by the shipment unless the Products are transported by the Seller with their own means of transport.
- 7.4. Complaints regarding the features, quantity and/or quality of Products do not entitle the Buyer to (i) block/delay etc. making payments due to Seller for that order and/or for any other order and/or (ii) for Products to be delivered in several Successive Orders, to block/delay etc. the request/delivery of subsequent Successive Orders.

**8. LIMITATION OF LIABILITY**

- 8.1. Seller's total liability (including but not limited to liability for actions or omissions of employees, agents, representatives, affiliates and sub-contractors) to the Buyer, of a contractual nature or tort (including negligence or breach of statutory obligations) misleading or otherwise occurring in connection with the carrying out of the Offer will be limited in all cases to (i) the replacement of the inappropriate Products with the features specified in the Offer; or (ii) the reimbursement of the purchase price of the respective inappropriate Products. The remedy is at the sole discretion of the Seller. In all cases, the above-mentioned measures will only be applied afterwards and subject to the delivery to the Seller, in unaltered state (under the condition of delivery) of all inappropriate Products. The Seller will not be liable to the Buyer for any loss or indirect damage (neither for unrealized profits, loss of business, loss of goodwill, damage to image caused to the Buyer and / or its trademark/trademarks, costs/expenses for withdrawing products off the market or otherwise), costs, expenses, or other claims of consequential damages of any kind arising from or in connection with the Offer and/or the Products contained therein.
- 8.2. At the same time, the Seller is not liable towards the Buyer, and the latter will fully bear all consequences (including but

not limited to the payment of fines, losses resulting from/following the withdrawal of the Products, withdrawal suspension of any authorizations etc.) actions taken by authorities/institutions/bodies, etc. public or private with control duties within the country/countries where the Products were placed on the market directly/indirectly (including by resellers). If so, the Buyer will protect and indemnify the Seller as soon as possible as of the date of Seller's submission of any claim for damages. In order to avoid any misunderstanding in this respect, the Seller will be liable and will only pay the fines due solely to the Seller's fault, applied by the authorities/institutions/bodies, etc. public or private entities with control responsibilities in Romania.

**9. PRICE AND PAYMENT**

- 9.1. The Product Price includes delivery to the Delivery Point and does not include any taxes, fees, commissions, excise duties etc. that will be borne and paid by the Buyer in accordance with the law. The Seller may at any time require the Buyer to provide proof of their payment and, if deemed necessary, postpone the delivery of all or part of the Products (without being liable to the Buyer for such postponement) until the date the Buyer provides satisfactory proof to the Seller, regarding the payment of all fees, taxes, commissions, excise duties etc. applicable.
- 9.2. The Buyer will pay any amounts owed to the Seller in full, without deduction, in the Seller's designated account within 5 (five) calendar days of the invoice date. The payment term is of the essence of the agreement between the parties. The Buyer cannot offset amounts owed to him by amounts owed to the Seller by the Buyer.
- 9.3. Without prejudice to any Seller's right or remedy under these Conditions and/or provided for by the applicable law, in the event of failure to pay or late payment of the price of any Products or any other amounts owed to the Seller, the Buyer shall be by law in default/delay (Romanian language, "*de drept pus in intarziere*"), without any notice, without the intervention of the court, the Seller being entitled to a charge penalty interest of 0.25%/for each day of delay, calculated at the value of the unpaid amount until full payment thereof. The interest may exceed the principal amount due.
- 9.4. If the Buyer fails to pay the Seller in due time any amounts due and outstanding, the Seller will be entitled to condition/delay/cancel any deliveries without any liability towards the Buyer, until the Buyer has paid all outstanding amounts. The Buyer will refund the Seller, within 5 (five) calendar days of Seller's notice to that effect, all

- administrative and legal expenses incurred by the Seller for the recovery of any amounts payable by the Buyer.
- 9.5. In order to guarantee the payment of the Products and, as the case may be, for transportation and delivery costs, the Buyer (i) will provide at least 2 (two) business days prior to the date of delivery of the Products a bank guarantee letter governed by the Uniform Rules for Demand Guarantees (URDG) of the Paris International Chamber of Commerce (ICC) Paris, 758 Publication 2010 and the Romanian legislation (where URDG does not provide for special regulations), irrevocable, unconditional, transferable and enforceable without objection at the first request of the Seller, issued by a first-rank bank previously accepted by the Seller and confirmed by its bank, for an amount at least equal to the total value of the Products and all shipping and delivery costs (if applicable) of the Order, valid for a period of at least 5 (five) days as of the due date of the related invoice(s) (the "**Letter of Bank Guarantee**"); or (ii) will pay the Seller, in advance, within 2 (two) days prior to the date of delivery, as notified by the Seller, 100% of the value of the Order/delivery plus the value of the shipping and delivery costs, according to the invoices issued by the Seller.
- 9.6. In the case of Orders involving successive deliveries of Products, at least 2 (two) business days prior to the date of first delivery, the Buyer may, at its option (i) constitute a Letter of Bank Guarantee for 50% of the value of the entire Order, valid at least 5 (five) days as of the due payment date of the invoice(s) related to the last delivery or (ii) pay the Seller in advance 50% of the value of the entire Order, the amount to be withheld by the Seller as a guarantee for the payment of the amounts of the Products and, as the case may be, transport and delivery, and will be deducted from the value of the last invoice(s) issued to the Buyer for that Order.
- 9.7. If the Buyer (i) does not provide the Seller with the Bank Guarantee Letter, respectively (ii) fails to pay the guarantee required by the Seller as set forth above, the Seller, if deemed necessary and without being liable to the Buyer, may postpone the delivery of all or part of the Products until the Buyer complies in a satisfactory manner for the Seller its obligations regarding the provision of the Letter of Bank Guarantee and /or payment of the guarantee.
- 9.8. In the case of orders that involve only the delivery of standard (non-personalized) products from the Seller's offer, the Seller may accept the delivery of the goods without setting up the guarantees as the ones described in the previous paragraphs, for a maximum of one shipment. A new shipment may only be delivered after full payment of the previously issued invoice, even if it has not reached the due date according to the agreed payment period.
- 10. CANCELLATION OF ORDERS**
- 10.1. Without prejudice to any other remedy the Seller has under these Conditions, if the Buyer cancels, in whole or in part, any or all of the Purchase Order that has been the subject of an Accepted Offer, the Buyer will pay the Seller within 5 (five) calendar days from the notification sent by the Seller in this respect a penalty amounting to 30% of the value (total) of that Order or, as the case may be, of that Successive Order) as compensation for losses suffered by the Seller as a result of cancellation including any costs, losses or damages incurred by the Seller as a result of the cancellation of the Order. The parties irrevocably agree that the above penalties represent an equitable anticipated estimate of the loss suffered by the Seller as a result of the Buyer's cancellation in whole or in part of that Order and do not exclude the Seller's right to recover any other amounts owed by the Buyer in accordance with these Conditions.
- 11. TERMINATION**
- 11.1. Without prejudice to any Seller's right or remedy under these Conditions and / or provided for by applicable law, if the Seller does not receive the full payment of any Products until the due date, the Seller may unilaterally terminate the contract (the agreement between the parties) by a cancellation notice, in writing to the Buyer, without delay, without the intervention of the courts and without any other prior formality, and the Buyer will pay within 5 (five) calendar days from the notification sent by the Seller in this respect a penalty amounting 50% of the total value of the Offer for customized products and 25% of the total value of the Offer for standard (non-personalized) products in the Seller's offer, plus any costs, losses or damages incurred by Seller as a result of the termination. The parties irrevocably agree that the above penalties represent an equitable anticipated estimate of the loss suffered by the Seller as a result of the termination of the contract by the latter and do not exclude the Seller's right to recover any other amounts due by the Buyer under these Conditions.
- 12. FORCE MAJEURE**
- 12.1. The Seller may postpone the delivery date, cancel any Offer or reduce the volume of Products ordered by the Buyer (without being held liable towards the Buyer) if it is prevented or delayed in doing business due to circumstances beyond the Seller's reasonable control including but not limited to

- natural phenomena, government acts, war or national emergencies or defense needs, uprising, civil disturbance, fire, explosion, flood, adverse weather, parasites, pests, epidemics, embargo, import or export regulations, work facilities, transport facilities, accident, equipment or appliance defects, strikes or other labor disputes, restrictions or delays affecting carriers or the impossibility or delay in obtaining supplies with adequate or appropriate raw materials, including fuel and energy. If the event lasts for an uninterrupted period of more than 30 (thirty) calendar days, the Buyer shall be entitled to submit a written notice to the Seller for the revocation of the Order. Force majeure events will not invalidate due payment obligations.
- 12.2. The lack of Buyer funds will in no case constitute a force majeure event or a fortuitous event that relieves the Buyer of liability in accordance with the provisions of this document and /or applicable law.
- 13. INTELLECTUAL PROPERTY**
- 13.1. The Seller owns or has the right to exercise intellectual property rights on the Products in his portfolio, including, but not limited to, trademarks, patent rights and know-how. The Buyer will not violate any intellectual property rights of the Products.
- 13.2. Any reproduction, copying, modification, use for commercial purposes, in whole or in part, of the trademarks owned / used by Seller without the prior written consent of the Seller is strictly forbidden.
- 13.3. In the case of products marketed under the Buyer's own trademark or third parties, the Buyer is responsible for third-party intellectual property rights and is directly responsible and will promptly compensate the Seller for any claims that may be made against the Seller for non-compliance with intellectual property rights.
- 14. APPLICABLE LAW**
- 14.1. Any disputes arising out of or in connection with the Offer will be construed in accordance with the Romanian law and will be referred for settlement to the competent courts from the Seller's headquarters.
- 15. MISCELLANEOUS**
- 15.1. Notices sent to one party will be made in writing at the headquarters of that party and will be sent by letter with acknowledgment of receipt, courier or fax confirmation. Notifications or other communications are considered to have been received: if handed over, when handed over to the abovementioned addresses; if delivered by courier, the date and time when the courier handover note is signed; or, if sent by fax, one business day after their transmission.
- 15.2. The Buyer may not assign, transfer and/or subcontract in any way, in whole or in part, any of his rights or obligations under the Offer without the prior written consent of the Seller.
- 15.3. The Buyer has no right to act on behalf of the Seller or to create obligations on the Seller's behalf. The Buyer acts as an independent professional, when reselling the Products, in the name and on his account and at his own risk, in compliance with the obligations undertaken towards the Seller in this document. The Offer creates rights and obligations only between the Seller and the Buyer. The Seller does not undertake any obligations towards the buyers/users/consumers of the Products resold by the Buyer.
- 15.4. The Buyer declares that it has (i) obtained and holds all corporate approvals necessary for the signing of the Offer and for the Buyer to fulfil all the obligations contained in this document, (ii) the signing and execution of all the obligations contained in the Offer has been duly authorized and valid by the Buyer's decision-making bodies, (iii) the person signing the Offer is validly representing the Buyer and (iv) The Buyer has the financial capacity and the financial resources necessary for the fulfilment, within the terms agreed with the Seller, of all its obligations.
- 15.5. A substantial change in the circumstances on the basis of which the Buyer accepted the Offer, such as a decrease in turnover, the possibility of resale, a change in the purchasing policy or of the Buyer's financial status etc., are not grounds for the Buyer to amend or terminate (in any way) the agreement between the parties.
- 16. CONFIDENTIALITY**
- 16.1. With the exception of the affiliated companies or of the group to which they belong, respectively the legal and tax consultants of the parties involved in the performance of the contract (and only to the extent that they are subject to equivalent obligations of confidentiality), the Parties undertake to preserve, even after termination for any reason whatsoever of the contractual relationship and/or collaboration between them, the confidentiality of the terms and conditions of the Offer and not to disclose, make public or make use of such information without the written consent of the other party.