

## **GENERAL BUSINESS AND DELIVERY TERMS AND CONDITIONS**

### **I. General**

**General Terms and Conditions of Sale and Delivery** (hereinafter referred to as "Terms and Conditions") will govern the sale of goods (products) when the Seller is: **Atlas Copco Romania SRL**, Registration No. 17479588, having its registered office at **Șos. București-Ploiești no. 135, Building 2, Sector 1, Bucharest, Romania** (hereinafter referred to as "Seller", "Purchaser", or "Contracting Parties" or "Party").

The provisions differing from these Terms and Conditions, are valid and take precedence over the clients only when they are explicitly written in the purchase or other contract and confirmed in writing by the Seller.

The technology equipment, products, spare parts, repairs services and rental services sold or provided by the Seller to the Purchaser pursuant to a concluded purchase or other contract are called Product for the purpose of these Terms and Conditions.

#### **I. Concluding purchase or other contract**

The Purchaser will place an order for the delivery of a product, primarily through a written purchase order, in which they will mention the numerical code of the previous written offer sent by the Seller.

The contractual relationship will result from the conclusion of a purchase contract or another contract, or from the acceptance of the Purchaser's purchase order, in which the Purchaser specifies a specific numerical code of the Seller's offer, or the acceptance of the order processed by the Seller, based on the Purchaser's purchase order.

The sales contract or another contract will also be concluded in the situation where the Seller, based on the Purchaser's purchase order, has delivered the product, and the Purchaser has taken possession of it based on certain documents.

Orders will be executed subject to the availability of Products or the necessary personnel for the provision of Services and the express agreement of the Seller's legal representative. A verbal agreement regarding an order will be mandatorily validated by a written acceptance of the order by the Seller, and in the absence of written agreement, the order will not be considered confirmed.

### **II. Purchase price**

All prices listed in the price list or other materials of the Seller are only indicative and the Seller has no obligation to sell or rent the products for these prices.

The purchase price or other price is defined by agreement of the contracting parties and it cannot be changed without written consent of both contracting parties.

For the purposes of the sales contract or another contract, only the prices specified in the Seller's written confirmation of the Purchaser's purchase order will apply, which usually includes details related to a specific transaction, especially the date of the purchase order, the purchase order number, the technical specification of the product (item description and order number), the price and payment terms, the value, and the delivery date.

According to the agreement between the Contracting Parties, the confirmation of the purchase order or the Purchaser's purchase order, in which the numerical code of the Seller's offer is specified, will represent sufficient proof of the content of the specific sales contract or another contract, while all matters not regulated therein will be governed by these "Terms and Conditions".

The sale price or any other price will not include the costs of transporting the Product to the Purchaser, except as otherwise provided.

The Purchaser will pay the agreed price based on an invoice issued by the Seller, by bank transfer to the Seller's bank account and in the same currency as indicated on the Seller's invoice. Crediting the Seller's bank account with the product price will be considered as representing actual payment.

The Seller reserves the right to invoice and deliver partial shipments of Products, as long as these have been agreed upon between the Seller and the Purchaser.

Cross-border banking costs, as well as all fees applied by the Purchaser's bank (which makes the payment), collateral transport expenses, customs duties and other taxes, as well as the associated risks, will be borne by the Purchaser unless the respective regulations provide otherwise.

Except as otherwise provided, the payment of the sale price or any other price will be due within 30 calendar days from the date of issuance of the respective invoice by the Seller, while the Seller will have the right to issue the invoice no earlier than the date specified in the Contract or the day on which the Product is handed over to the Purchaser or the date the Product is handed over to the courier company chosen by the Seller for the shipment of the Product.

The Purchaser will not have the right to withhold any payment due to the Seller (in full or in part) for reasons arising from claims made by the Purchaser due to defects in the Product or defective delivery of the Product.

The Seller and the Purchaser have agreed that the Seller will have the right to unilaterally include all legitimate claims owed by the Purchaser, including financial claims against non-financial claims and due claims against those not yet due.

The Seller may request an advance payment of the sale price or any other price, and the Purchaser will be obliged to make it.

Ownership rights to the Product will be transferred to the Purchaser when the sale price or any other price, its accessories, and all legitimate claims related to it have been fully paid. In the event that the Purchaser delays payment of the price for a delivered Product by more than 60 days from the due date, the Purchaser agrees that the Seller may prohibit the use or further processing of the unpaid Product delivered by the Seller and subsequently agrees that the Seller may collect, take possession of, and transport all Products. In this situation, the Purchaser declares that they will pay the Seller all costs incurred in connection with the collection, taking possession, and transportation of the Products.

In the event of a delay in the payment of the sale price or any other price by the Purchaser, the Seller will have the right to stop ongoing deliveries to the Purchaser without this constituting a breach by the Seller of the respective concluded contracts.

The Seller and the Purchaser have agreed that for late payments of the price of the delivered Products, the Purchaser will owe late payment penalties amounting to 15% per annum of the unpaid price of the Products for each calendar week (including incomplete weeks) of delay in payment of the due price of the Products, and penalties amounting to 1.5%. The Seller and the Purchaser have agreed on the Seller's right to recover from the Purchaser its own costs related to the recovery through forced execution of the due and unpaid amounts for the Products, as well as the right to recover from the Purchaser the costs incurred by the Seller with external consultants related to the recovery through forced execution of the due and unpaid amounts, representing 9% of the invoiced price based on the invoice for the Products, recovered through forced execution from the debtor (Purchaser).

This will not affect the Seller's right to remedy any other damage caused in this manner.

The Purchaser is obligated to pay late penalties and damages based on the invoices issued by the Seller. If the Purchaser does not raise objections regarding the amount of late penalties and damages before their due date, it is equivalent to the Purchaser assuming their payment. The parties agree hereby that the total value of the penalties due cannot exceed 5% of the sale price.

### **III. Delivery terms**

The delivery of the product will be governed by the INCOTERMS 2010 conditions, clause DAP – DELIVERY AT PLACE (delivery being made at the specified location).

The Seller will be obligated to deliver the Product in accordance with the terms agreed upon in the Purchase Order Confirmation.

The delivery terms will commence from the moment all details of the purchase contract or any other contract are agreed upon and clarified, all payments due at the time of contract conclusion have been made, and all mandatory authorizations

for contract execution have been issued.

The transportation of the Product will be carried out by the Seller through their courier company, except for any contrary provisions agreed upon in writing.

The delivery date of the Product will be the date on which the Seller hands over the Product to the Purchaser in the Seller's courier's means of transport, ready for unloading at the agreed destination or according to the terms agreed in the Purchase Order Confirmation.

The Seller's obligation to deliver the product will be considered properly and timely fulfilled even if the Seller has authorized the courier to pick up the Product, but the courier, without any fault on the part of the Seller, did not pick up the Product.

The delivery periods will be extended for the duration of the delay caused by the Purchaser, when the Seller cannot deliver the Product properly and on time due to the delay caused by the Purchaser.

The Seller will not be obligated to deliver the ordered Product if the Purchaser has delayed any agreed contractual payment for a delivered Product.

The moment of risk transfer will always be the moment when the Seller hands over the product to the Purchaser in the means of transport and at the agreed place of delivery of the Product.

The Purchaser will be obligated to take delivery of the Product at the agreed location within 3 days from the delivery date, subject to an immediate inspection by an expert.

If the Purchaser does not take delivery of the Product, which has no visible defects, within 3 calendar days from the delivery date, the Seller will have the right, in addition to the purchase price or any other price of the Product, to also apply penalties for the breach of this obligation by the Purchaser. These penalties will cover the actual costs incurred for handling and subsequent storage of the Product in the Seller's or a third party's warehouse.

In this case, the Seller will not be liable for defects that cannot be avoided due to this method of storing the Product, such as atmospheric corrosion, mechanical deformation of the Product, etc.

At the same time, the Seller reserves the right to withhold the ordered Product until the Purchaser pays the costs incurred by the Seller due to this situation.

If the Product is delivered to the Purchaser in multiple partial deliveries on or before the date specified in the Purchase Order Confirmation, the Purchaser will be obliged to collect the product or part of it from the Seller or to collect it from the courier at the agreed destination.

The drawings, documentation, and technical information handed over by one Party to the other Party shall remain the property of the Party that handed them over, and they may not be used for any other purpose without the consent of the Party that handed them over, except for the purpose for which they were provided. This includes the prohibition of copying, reproducing, transferring, or disclosing them to a third party, under penalty of a 50% charge of the Product's price.

The above-mentioned provision shall not affect the Seller's right to seek compensation for the damage suffered in this manner.

The delivery will include documents in accordance with INCOTERMS 2010 rules, clause DAP – DELIVERY AT PLACE OF DESTINATION, or the documents agreed upon in the Purchase Order Confirmation, in the purchase contract, or in another contract, including drawings and other information necessary for the installation and operation of the Product. The Seller shall not be obliged to provide the Purchaser with the originals or copies of the production drawings of the Product or its spare parts.

The delivery and receipt of the Product will be confirmed by the Purchaser in the delivery note accompanying the Seller's courier, including the transport identification number.

Considering the specificity of the Products (and the fact that they are made to

order), the Parties hereby agree that delayed delivery will not constitute sufficient grounds for canceling an order.

The delivery of a defective product will not be considered a substantial breach of the purchase contract or any other contract concluded in accordance with these Terms and Conditions.

#### **IV. Withdrawal and termination of the purchase or other contract**

The Purchaser is entitled to cancel the delivery of the product based on a concluded purchase or other contract, only with a written consent of the Seller. In such case the Purchaser is obliged to pay the Seller a compensation of all costs related to cancellation of the deal.

The Purchaser is obligated to inform the Seller in writing and without undue delay about any of the following events: the dissolution and liquidation of the Purchaser's company, the appointment of a judicial administrator over the Purchaser's property, the restructuring of the Purchaser's company, the dissolution of the Purchaser's company without liquidation, the change in the legal form of the Purchaser's company, the change of the Purchaser's company's registered office, or the change of its correspondence address.

The Seller shall have the right to terminate the contract in the event of a serious breach of contractual obligations by the Purchaser, as follows:

- If the Purchaser makes the payment for the product later than 15 calendar days from the due date of the purchase price, including for partial deliveries of the product,
- If the Purchaser takes delivery of the product later than 5 days from the delivery of the product.

The Purchaser shall have the right to terminate the contract if the Seller:

- Delays the delivery of goods according to the Purchase Order Confirmation by more than 30 days,
- Delivers a product that is proven defective or a part of it representing more than 25% of the respective delivery.

The withdrawal from the contract comes to force on the day of documented delivery of the expression of the will to withdraw from the contract to the other party.

Without prejudice to the provisions of this Article, neither of the parties is entitled to withdraw from or to terminate unilaterally the contract or the Confirmation of the purchase order and the parties undertake in this sense not use any dispositive legal provisions, which would empower them to do so.

#### **V. Defects of the goods, complaints and rights based on the defects of the goods**

The Seller grants warranty for the quality, i.e. that the delivered product will be fit for the usual purpose for the given period of time and that it will have the agreed characteristics. The warranty period is 12 months from the day of delivery of the product to the Purchaser. For the purpose of the purchase contract the Seller and the Purchaser can agree a different warranty period.

The liability of the Seller for defects which are subject to the quality warranty doesn't arise when the defects were caused by:

- Unqualified maintenance, incorrect installation or modification or repair or any use or handling of the product which is in contrary to the applicable technical standards, professional knowledge and experience in the field,
- External events, e.g. temperature, chemical, or mechanical damage if they occurred, after the transfer of the risk of damage to the product to Purchaser,
- Unproper storage, handling, transport, use, installation or inspection of the quality of the product, installing the supplied product with an unauthorized product or repair of the product without the prior written consent of Seller,
- As a result of normal wear and tear of parts of the product or the product as a whole.

The Purchaser shall be obligated to inspect the product for any apparent defects as soon as possible after the risk of damage has been transferred. If the product is transported by the Seller, the Purchaser shall be obligated to inspect the product immediately after it is possible to unload the product from the means of transport. The Purchaser shall be obligated to indicate any apparent defects of the delivered product at the time of receipt, in the respective delivery note.

After 15 days from the date of delivery of the product it isn't possible to claim liability for obvious defects. Other defects of the product must be reported in writing to the Seller immediately after their discovery, but prior to the end of the warranty period.

After the warranty period has expired from the moment the Purchaser had the opportunity to inspect the product, it will no longer be possible to hold liability for defects.

Complaints sent by the last day of the warranty period shall be deemed timely raised, whereas the date of mailing the registered letter to the postal license holder is decisive for meeting the deadline.

Complaints of the Purchaser regarding defects of the delivered product must be made in writing and accompanied by the following documents:

- A copy of the delivery note or CMR
- Copies of the relevant sales or other contract and invoice
- The identification of the product, its technical specifications
- Protocol describing specific identified defects and their scope with validity of an official inspection certificate
- Request of the Purchaser on how to resolve the complaint.

In the event of notifying product defects (complaint) by phone, email, or fax, it is mandatory for the Purchaser to send a written notification regarding the product defects (complaint) within 3 calendar days, in the form of a registered letter sent via postal services.

The Seller is obliged to notify the Purchaser in writing within 15 working days from the receipt of the complaint, whether they accept the complaint or not, and how they will resolve it.

The product subject to the complaint, or a part of it, will be stored separately by the Purchaser until the complaint is resolved, and any handling or use of the product that may make it more difficult or impossible to verify the claimed defects of the delivered product is prohibited. The Purchaser is obliged to allow the Seller to verify the claimed defects of the product and to hand over the product subject to the complaint or a part of it, at the Seller's request. Failure to comply with this obligation by the Purchaser will result in the Seller being exempt from liability regarding the claimed defects.

The Purchaser will not have the right to use or sell the product that is the subject of the complaint without the written consent of the Seller until the complaint is fully resolved.

In the event that the Purchaser violates the aforementioned provisions regarding complaints or if the complaint is unfounded, the Seller reserves the right to refuse the complaint regarding product defects. In this case, the Purchaser will be obliged to pay the Seller all costs incurred by the Seller related to the handling of the complaint.

If the complaint is justified, the Purchaser may request the delivery of a replacement product or part thereof to replace the defective one, or the repair of the product defects, as well as an appropriate reduction of up to 15% of the purchase price or other price. The Purchaser will not have the right to make any other claims regarding the product defects.

In the case of replacing defective parts of the product or the entire product, the replaced defective parts or the replaced product will become the property of the Seller.

The repair of product defects will be carried out at the Purchaser's facility, at the location specified in the purchase contract or another contract, or the Purchaser will send the defective part of the product or the entire product for repairs. If the product is located in a place other than the one specified in the concluded contract, all transport expenses and other costs related to the repair of the product or part of it will be paid by the Purchaser to the Seller.

The Seller will be obliged to disassemble the parts of the product and reassemble them if this operation requires specific expert knowledge or skills. If such knowledge or skills are not necessary, the Seller will fulfill its obligations according to the complaint resolution procedure and will deliver the repaired or replaced part of the product or the entire product to the Purchaser.

The parties have agreed that, in the event of liability for penalties on the part of one of the parties, that party will be liable to the other party for the actual damage and not for the lost profit.

Apart from legal reasons, the Seller will not be responsible for breaching its obligations if this occurred as a result of a delay or other breach of obligations by its contractors.

**The Seller will not be liable for direct or indirect losses incurred by the Purchaser or for the Purchaser's lost profit as a result of using the purchased item (the product) for a different purpose or in a different environment that requires different qualities of the product than those specified in the Purchaser's purchase order.**

## VI. Governing law and dispute resolution

The Parties agreed that all their disputes arising from business relations in connection with these Terms and Conditions, including disputes about their validity, interpretation or cancellation will be solved by the arbitration courts of the Romanian Chamber of Commerce and Industry in Bucharest according to its basic internal regulations. Parties shall submit to the decision of this Court. Its decision will be binding for the parties.

The Seller and the Purchaser agreed that all disputes of non-property nature will be solved by the County Court – Bucharest and pursuant to the legal regulations of Romania.

## VII. Trade Compliance clause for offers, order confirmations, general terms, and contracts.

Any offer becomes binding for the Seller only after the Purchaser places the order and the Seller expressly confirms acceptance of it in writing. The Seller reserves the right to withdraw the offer at any time. By placing the order, the Purchaser confirms and guarantees that the ordered items will not be used for purposes related to chemical, biological, conventional, or nuclear weapons, nor in missiles capable of carrying such weapons, and not for any other purposes prohibited by domestic or international regulations. The Purchaser also confirms and guarantees that the ordered items will not be sold, rented, or transferred, directly or indirectly, to Iran, North Korea, Syria, Russia, Belarus, Crimea, or any disputed region in Ukraine or Russia.

The Purchaser undertakes and guarantees to comply with any law, regulation, decree, ordinance, or legally binding order, as well as any rule or requirement instituted by the United Nations, European Union legislation, or any member state of the European Union regarding applicable foreign trade and customs requirements, both locally and internationally, including any embargoes and other trade sanctions (collectively referred to as 'Foreign Trade Obligations'). The Purchaser undertakes and guarantees to notify the Seller in writing immediately upon becoming aware of any violation of any of the above provisions.

The Seller is not obligated to execute an order, an agreement, or any part thereof, and will not be responsible for non-execution if the execution is hindered by provisions resulting from Foreign Trade Obligations. Additionally, the Seller reserves the right to revoke an order or terminate an agreement, or any part thereof, with immediate effect and without prior notice if the execution is hindered by provisions resulting from Foreign Trade Obligations.

The Purchaser will indemnify the Seller for any direct or indirect damages resulting from the violation of any of the above provisions.

## **VIII. Final Provisions**

The Parties agree that, in case of doubt the relevant provisions of international rules for interpretation of delivery items (ICC) - INCOTERMC 2010 delivery terms DAP will apply to the legal interpretation of the Terms and Conditions and agreements concluded by the Parties and steps taken on their basis.

Force majeure shall mean extraordinary circumstances that prevent the Seller from fulfilling obligations under the purchase contract or any other contract, which have occurred independently of the Seller's will and could not have been prevented by the Seller or even by the Purchaser.

If there are circumstances of force majeure that prevent the Seller or its subcontractors from fulfilling their contractual obligations, the Seller shall have the inalienable right to extend the delivery period for the product or to request the termination of the sales contract or any other contract, in both cases without the obligation to compensate the other Party.

The Purchaser's obligation to pay the price, as provided in the 'Terms and Conditions,' remains in effect even in the event of a force majeure..

The Purchaser cannot assign or transfer the rights or obligations stipulated in the sales contract to a third party without the prior written consent of the Seller. This occurs without prejudice to the option of the Purchaser and the Seller to use third parties as contracted couriers for the transportation of the product.

If the Purchaser refuses or obstructs the delivery of a document from the Seller, the relevant document will be considered delivered on the day of the refusal or obstruction of the delivery.

The Purchaser expresses their consent to the Seller regarding the processing of personal data or commercial data provided by the Purchaser in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the applicable laws in Romania. This consent will be given by the Purchaser until it is contested in writing. The data provided will be used by the Seller for the purpose of providing services and for marketing purposes.

October 8th, 2024  
Liviu Chelaru, SEE Regional General Manager