

## WESSLING ROMANIA: GENERAL TERMS AND CONDITIONS

### 1. General conditions

1.1. The following general terms and conditions will form an integral part of all our quotations, contracts, services and resulting contractual relationships.

1.2. WESSLING Romania does not undertake to enter into different agreements and conditions, especially purchase terms, unless confirmation of this has been issued in written form.

1.3. Unencrypted emails are not protected from third party access and can be forged or modified.

1.4. WESSLING Romania does not assume responsibility for the confidentiality and integrity of unencrypted e-mails during transmission and after their receipt by the client, with the exception of cases where the client has expressly requested otherwise and is confirmed by WESSLING Romania, e-mail communications still remain unencrypted. The customer accepts this in full knowledge of the risks.

### 2. Contracts

2.1. The validity of quotes issued by WESSLING Romania is 6 months as a general principle. The validity period starts from the date mentioned in our offer.

2.2. The WESSLING Romania services do not extend to the verification of the data of the documents presented by the client, unless they are expressly agreed in writing.

2.3. If the customer deviates from WESSLING Romania's written offer when placing the purchase order or if the customer makes a verbal purchase order, the formal conclusion of the contract will be strictly conditional on WESSLING Romania's written confirmation.

2.4. If there are two confirmation letters circulating that contain different terms and conditions, then the version of WESSLING Romania is considered valid.

### **3. Payment conditions and prices**

3.1. The valid and assumed price quotations are those expressed in writing by WESSLING Romania.

3.2. The set prices do not include VAT and will be calculated at the BNR exchange rate from the date of invoicing and do not include the costs for storage, transport and / or disposal of the sample material.

3.3. If WESSLING Romania's services are extended for a period longer than one month without having a contract signed by the parties, then WESSLING Romania has the right to issue invoices for installments or partial payments during the project.

3.4. If the services provided will have a duration longer than 4 months from the conclusion of the contract so that during the course of the contract the fixed costs are increased by more than 5%, for example by increasing the salary costs imposed by certain legislative regulations, the costs of raw materials, energy or by changing the existing public tariffs, by introducing new public taxes, etc., WESSLING Romania will have the right to increase the prices accordingly in direct proportion to the said increases.

3.5. In the conditions of the price increase of more than 25% due to the adjustments due to those in point 3.4, the customer has the right to terminate the contract. The right to terminate the contract does not apply in the case of delays due to reasons that belong exclusively to the client and does not exempt him from debts accrued up to the time of termination.

3.6. In case of payment delays or non-acceptance of a payment instrument or invoice, WESSLING Romania will have the right to suspend any other services to the customer only with advance payment of the service and collection of all outstanding invoice balances.

3.7. If the Beneficiary enters the insolvency procedure, WESSLING Romania has the right to withdraw from the contract without any additional address in this regard and to request registration with the credit table through an emergency procedure.

3.8. For Beneficiaries who do not have their registered office in Romania, the invoiced services do not include taxes or fees, such as value added tax, deductions at source or import taxes, the payments due by the customer must be made strictly net without the deduction of taxes or taxes

#### **4. Rights of Setoff and Retention**

4.1. Payment against claims is allowed only if the client's claims are determined to be irrevocable, these being essential conditions also regarding the exercise of retention rights by the client.

#### **5. Delivery and Risk Avoidance**

5.1. The start of the project execution period is conditional on the timely receipt of all samples, documents to be provided by the client, the necessary permits and authorizations, as well as the appropriate clarification and approval of the plans. The term of delivery of the service will be the one established in the contract. Verbal agreement to a delivery term does not constitute approval of the term by the parties. In the absence of the contract or other written agreement, the usual market performance terms will apply. WESSLING Romania has the right to perform the contractual service faster than the agreed date.

5.2. If for demonstrable objective reasons WESSLING Romania will exceed the set deadline, the Beneficiary must grant a reasonable extension of the delivery deadline.

5.3. Any litigation, unforeseen event, natural disaster, significant levels of staff absence, absolve us from the obligation of contractual execution in the terms originally agreed. The customer must be notified as soon as possible of these interruptions and changes to the execution term.

5.4. Compensation cannot be invoked against WESSLING Romania for non-compliance with the delivery deadline, unless it is proven to be guilty of a deliberate act or gross negligence, in the latter case, the provisions set out in point 9.8 shall apply.

5.5. The place of execution of all contractual obligations is specified in writing, agreed with the Beneficiary. In case of delivery or shipment of the samples by the customer, the laboratory is not responsible for the state of their reception.

## **6. Copyright**

6.1. WESSLING Romania reserves the property rights and joint property rights for the work and services provided.

6.2. The Beneficiary may only use the reports and test results produced in the course of the contractual relationship, including all tables, calculations and other details, for the purpose pursued under the contract. Any circulation to third parties that exceeds this scope, type of use, any modification of the term or abbreviation can only be carried out by the customer strictly subject to the consent of WESSLING Romania. Any publication or reproduction for advertising purposes shall be specifically subject to our prior written consent.

6.3. The documents provided for the execution of the services will become the property of WESSLING Romania. They will be archived at least until the end of the fifth calendar year after payment of the final invoice, after which they will be destroyed.

## **7. Title reservation**

7.1. The documents produced under the contract, which include in particular the analyzes carried out, remain the property of WESSLING Romania until the appropriate consideration and the claims that have been accumulated in connection with the contractual relationship are paid. The customer can use the provided item only after full payment of the service price.

## **8. Notices acceptance**

8.1. Official acceptance of WESSLING Romania's performance is required only in those cases where this has been agreed with the client in writing. In the other cases, the performance of WESSLING Romania will be considered to be accepted according to the contract within 14 days from the provision of the contractually agreed service, unless the client objects to the acceptance during this period. This also applies to any partial performance.

## **9. Warranty**

9.1. The work and services provided by WESSLING comply with generally accepted technical standards of good practice, and the analyzes carried out in our laboratories comply with generally recognized codes of laboratory practice, respecting legal requirements and official legislation in both cases. Unless otherwise agreed in the contract, the provider will choose the analysis method.

9.2. In the event of non-compliance with the agreed terms or other damage, the customer's legal rights are as described below.

9.3. Minor cases of non-conformity that do not cause any technical damage cannot be the subject of complaints.

9.4. WESSLING Romania will not be liable for damages resulting from the lack of necessary documents, their partiality or inaccuracy. In these cases, the customer will compensate WESSLING Romania according to the third party compensation claims.

9.5. The limitation period for warranty rights is one year from the date of acceptance. This one-year term does not apply if the law provides for a longer period of limitation, in the case of acceptance of a guarantee as to quality and condition or in the case of contractual liability for damages caused by injury to life, limb or health by the willful or negligent breach of duty by us or by one of our legal representatives or delegated agents, and in the case of liability for other damages by the willful or grossly negligent breach of duty by us or by one of our legal representatives or of delegated agents. With reference to the subject of the contract, WESSLING Romania will be able to choose between remedying a defect or carrying out a new analysis with the mention that this warranty does not cover defects if the Beneficiary has changed or modified the subject of the contract and can prove that said changes or modifications were not the cause of the non-conformity.

9.6. WESSLING Romania shall not be held liable in the event of negligence that does not relate to major contractual obligations, damages resulting from injury to life, limb or health or to guarantees and to the extent that our negligence does not affect claims under product liability legislation. The same shall apply to the neglect of duty by our delegated agents. In case of slight negligence of major contractual obligations, WESSLING Romania's liability is limited to foreseeable damages. No liability will be accepted for indirect and consequential losses and damages resulting as such. Claims are not accepted after one year of receiving the reports.

9.7. Before requesting compensation for defects or damages related to the object of WESSLING Romania work in progress or completed, the Beneficiary has the obligation to allow the defects or damages to be rectified.

## **10. Evidence**

10.1. The customer will guarantee that the test materials do not pose risks to the employees and property of WESSLING Romania. If there are safety and/or health issues related to the sample materials due to the knowledge or suspicion of toxic substances or contaminants, the customer is obliged to inform WESSLING Romania employees of these dangers and, when placing the order, disclose all relevant information regarding the hazards, handling, origin, type, composition and nature of the sample materials.

10.2. The customer is liable for all costs and damages incurred by WESSLING Romania, our employees or other representatives due to failure to fulfill this obligation, regardless of whether they occur during transport, analysis, disposal, inspection or sampling.

10.3. The customer bears the cost and risk of delivering the sample materials to the WESSLING Romania offices. In cases where the samples are collected by a shipping company according to our instructions, the risk assumed by the customer passes to WESSLING Romania only after receiving the samples. The fee charged for the collection of samples (according to the specification/offer) will apply to uninsured carriage. Insured shipping is possible upon payment of an additional fee.

10.4. It is the customer's responsibility to ensure the quality of the transport of the samples, their appropriate and safe packaging, compliance with the regulations regarding the packaging and transport of toxic waste and hazardous substances.

10.5. Samples delivered by the customer are received by WESSLING provided they are properly packaged and labeled in accordance with our instructions and legal requirements. In cases where there are safety and health problems in the vicinity of the samples due to known or suspected toxic substances or contaminants, the delivery of these samples will be carried out strictly under the agreement and instructions of WESSLING Romania. The Beneficiary is solely responsible for bringing these aspects to their attention.

10.6. The customer will remain the owner of the sample materials and will be considered a waste generator as defined in the waste legislation. The customer will fully transfer the right to make decisions to WESSLING Romania regarding the use of sample materials for analysis, as well as their return to the customer or their disposal at the customer's expense, at the time of placing the firm order.

## **11. Place of Performance and Jurisdiction**

11.1. The place of execution for all contractual obligations is considered the registered office of WESSLING Romania for all contractual obligations. Târgu Mureș is the place of jurisdiction for all disputes arising from contracts with registered traders, public law bodies or special public law funds, as well as for actions regarding payment instruments.

## **12. Other Agreements**

12.1. If one or more clauses of the General Terms and Conditions become invalid or unenforceable, then this does not affect the validity of the other provisions. Legal regulations apply where additional provisions are necessary.

12.2. In the case of analyzes contracted to third parties, this will be mentioned in the test report.

12.3. For all agreements concluded by our company with the beneficiaries of our services, Romanian law is applicable.

Country Manager

Ing. Ioan Pop

Date

February 14, 2023