

ANNEX 1

KMG INTERNATIONAL - General Terms and Commercial Conditions applicable to the Procurement of Goods and/or Services

Purpose

The general commercial conditions described herein shall be considered as an integral part of the Purchase Order issued by the Company for the procurement of goods and/or services and shall govern the legal relationship between the Company and the Supplier born on the basis of such Purchase Order, to the extent that derogatory provisions shall not be explicitly included in the Purchase Order. In this case, the will prevail over the general terms below mentioned.

Definitions

"Affiliates" shall designate, in case any reference is made to affiliates of the Company, any company which is part of the KMG INTERNATIONAL group; should the reference be made to Supplier's affiliates, the word "Affiliates" shall designate any person that directly or indirectly controls or is controlled by the Supplier or is jointly, directly or indirectly controlled together with the Supplier, respectively which has the capacity to directly or indirectly control Supplier's activity, as an effect of holding the ownership right over the voting shares or of the right to elect the administrator or the majority of the members of the board of directors of the respective person.

"Goods" shall mean the individually determined goods and/or the generic goods (including, without limitation, materials, equipment, plants, tools, computer software, components, spare parts, etc.) referred to in the Purchase Order; the documents associated with the execution, delivery, installation, setting into operation, and use of the Goods (including, without limitation, the technical manual, handling, storage, setting into operation and exploitation instructions, the operation manual, authorizations of the Goods for setting into operation and exploitation etc.) shall be considered as included in the object of the Purchase Order without requiring any express reference to them, if, taking into account the nature of the Purchase Ordered Goods, the respective documents are necessary for the Company to be able to use the Goods according to their destination;

"Purchase Order" shall mean the document issued by the Company and communicated to the Supplier in view of purchasing goods and/or services, which comprises a description of the goods and/or services, their price, the payment method, terms and conditions regarding the delivery, as well as any other clauses regarding the object of the Purchase Order.

"General Conditions" shall designate this document detailing the commercial conditions applicable to the Purchase Order, which document is attached to the Purchase Order as Annex 1 and forms an integral part thereof.

"Defect" shall mean any flaw related to the Goods and/or Services provided against the Purchase Order consisting (and the enumeration shall not be limitative) in deteriorations, alterations, errors, deficiencies, omissions. In the case of Goods, Defects can consist, without limitation, in design and/or manufacturing flaws, inappropriate quality or quantity of the material or

subassemblies, assembly errors, failures occurring before the delivery to the Company according to the delivery condition, etc. In the case of Services, Defects can consist, without limitation, in miscalculations, erroneous instructions, inappropriate or incomplete guidelines, etc.

"Supplier" shall designate the Supplier selected by the Company for the delivery of the goods and/or performance of the services forming the object of the Purchase Order; the word "Supplier" shall include any reference to "seller" and/or "service Supplier ", as applicable.

"Advance Payment Refund Guarantee" shall mean the instrument supplied by the Supplier to the Company in the form of an irrevocable and unconditional bank guarantee letter issued by ICC Publication No. 758 regarding the Uniform Rules for Demand Guarantees (or their subsequent version, as applicable) and by a bank previously accepted by the Company, in view of guaranteeing the refund of the advance paid by the Company according to the Purchase Order in case the delivery of the Goods/performance of the Services provided in the Purchase Order does no longer occur for any reason.

"Performance Bond" shall mean the amount of money deposited by the Supplier at the disposal of the Company, by means of an irrevocable and unconditional bank guarantee letter issued according to ICC Publication No. 758 regarding the Uniform Rules for Demand Guarantees (or their subsequent version, as applicable) and by a banking institution previously accepted by the Company or by the Company retaining the respective amount from the amount owed to the Supplier for the provision of Goods and/or Services against the Purchase Order, out of which the Company may withdraw the equivalent value of the damages incurred and/or repairs made at its own expense as a result of the occurrence of Defects regarding the Goods and/or Services during the warranty period and the equivalent value of the damages resulting from the default of its obligations undertaken by the Purchase Order.

"The Company" shall designate the company., member of the KMG International group, in its capacity of buyer/beneficiary within the juridical relationship deriving from the Purchase Order;

"Services" shall designate the services to which the Purchase Order refers, such as (and the listing is not limitative): design services, maintenance services, repair works, on-site and/or online technical assistance, etc. The documents associated with the execution of services (including, without limitation, authorizations, agreements, visas of the competent public administration bodies, the design documentation, expert appraisal reports, *"as built"* documentation, the technical manual of the construction, etc.) shall be deemed as included in the object of the Purchase Order without requiring any express reference thereto if, in relation to the nature and destination of the Purchase Ordered Services, the respective documents are necessary for the Company to be able to fully and unconditionally benefit from the respective Services.

"Party" shall designate the Company or the Supplier, as applicable;

"Preliminary Acceptance Certificate" shall designate the writ drafted by the Parties, through their representatives, attesting to the delivery of Goods and/or completion of the execution of the Services forming the object of the Purchase Order. If the Goods are liable to be set into operation, the Company shall notify the Supplier about the date of setting into operation, respectively whether problems were identified in relation to the quality of the Goods or other non-compliances occurring on such occasion.

"Final Acceptance Certificate" shall designate the writ drafted by the Parties, by means of their representatives, attesting to the end of the warranty term for the Goods and/or Services provided against the Purchase Order.

1. Acceptance of the Purchase Order

1.1. The Purchase Order shall be deemed as accepted upon the receipt of the Supplier's confirmation, on condition that the respective confirmation should be transmitted within the term mentioned by the Company in the Purchase Order. The Supplier's confirmation should be express and should be signed by the legal representative (representatives) of the Supplier or its attorneys-in-fact (in which case the documents signed by the legal representatives and attesting that the signature right of the attorney-in-fact may be exerted within the limits of the Purchase Order shall be transmitted) and may be sent to the Company by mail, courier, fax or email or through intermediation of electronic application used for electronic signature; in case of the transmission by e-mail or by fax, the acceptance of the Purchase Order shall produce effects on condition that the original of the document by which the Purchase Order was confirmed should be remitted in original to the Company within a maximum term of three (3) business days from the date when the fax or email transmission was made. In case the Supplier did not confirm the Purchase Order according to this provision, the Company may refuse, in full or in part, according to its own wishes, the provision of Goods and/or Services described in the Purchase Order, respectively it shall be entitled to request the execution of the Purchase Order communicated only by email by the Supplier, at its own choice.

1.2. In case the Supplier sends to the Company a confirmation of its Purchase Order conditioned by the change in certain terms and conditions, the execution of the Purchase Order under the conditions proposed by the Supplier may only take place if the Company has previously accepted, in writing, the change in the initial conditions of the Purchase Order.

2. Price and Payment

2.1. The prices for the Goods and/or Services shall be those provided in the related Purchase Orders. The full price and the unit prices of the Goods and/or Services representing the object of the Purchase Order shall be firm and fixed throughout the entire term of the execution of the Purchase Order and shall not form the object of any changes unless as expressly agreed in writing by the Company. Any price discounts (in the form of discounts or other similar) granted by the Supplier on the occasion of accepting the Purchase Order shall remain applicable in the case of a reduction of the object of the Purchase Order after its acceptance by the Supplier and shall be applied to the additional Goods/Services included subsequently by the Company in the object of the Purchase Order.

2.2. Unless the Purchase Order provides otherwise, the prices of the Goods shall include their production, packaging, marking and transport to the delivery location, as well as any authorizations, endorsements, certifications of the Goods, components and documentations related to the Goods, which are necessary for the use of Goods according to their destination.

2.3. Unless the Purchase Order provides otherwise, the price of the Services shall also include the expenses made by the Supplier for the purpose of their execution, including, without limitation, the transportation expenses to and from the location where the Services are performed, accommodation, daily allowance of the Supplier's personnel and subcontractors involved in the performance of the Services, any authorization and endorsements necessary for the performance of the Services, subcontractors' remuneration, the plants and equipment supplied temporarily and used for the performance of Services and the price of the

documentations elaborated in the performance of Services. The Supplier shall transfer to the Company at the same with the payments made by the latter the perpetual and irrevocable right to use the documentations executed against the Purchase Order, for the purpose of (as applicable) the execution, setting into operation, exploitation, maintenance, repair, modernization of the Goods (including of the assemblies/plants of which such Goods are part) and use of the Services provided against such documentations. In case the object of the Purchase Order includes software applications, reports, design documentations, etc. the Company shall acquire, in exchange for the payment of the related price, the patrimonial copyright over them.

2.4. The Supplier shall issue the invoice related to the delivered Goods and/or performed Services after the issue of the Preliminary Acceptance Certificate, which shall be annexed to the invoice together with the Performance Bond and with the other documents established by the Parties under the Purchase Order and/or in these General Conditions. The invoice and the other accompanying documents shall be sent to the head office of the Company and/or to the head office of its subunit mentioned in the Purchase Order. The invoice shall be issued in the currency in which the price is expressed, as indicated by the Purchase Order. By way of exception, in case the price is expressed in foreign currency, and the legal relationship arising from the Purchase Order shall be performed between legal persons residing in Romania, the Supplier's invoice shall be issued in RON, according to the exchange rate announced by the National Bank of Romania on the issue date of the invoice. The Invoice shall mandatorily mention the Purchase Order number and date and the Supplier's bank account indicated in the Purchase Order. In the event that during performance of the Purchase Order the Supplier changes its bank account it shall notify in written the Company and shall communicate the data of new bank account. In lack of data provided hereinabove or in case of usage of another bank account than provided in the Purchase Order or in the notification, if such notification has been sent, the invoices shall be refused for payment and returned to the Supplier and the Company shall not be liable for penalties of delay or any other damages, the payment term will lapse starting from the presentation by Supplier to the Company of the invoice drafted correctly.

2.5. Payment shall be made in the currency in which the invoice is issued, into the Supplier's bank account indicated in the invoice, within the term provided in the Purchase Order. In case the Purchase Order does not provide a payment term, the Company shall pay the amount provided in the invoice within forty-five (45) days from the date when the invoice is received.

2.6. In case the Purchase Order establishes an advance payment, the Company shall make that payment within thirty (30) days from the receipt date of the advance invoice issued by the Supplier, accompanied by the Advance Payment Refund Guarantee, valid for a period longer than the delivery term for the Goods / performance of the Services by at least sixty (60) days, and by any other documents necessary according to the Purchase Order and/or General Conditions.

2.7. In case the date when the Company's obligation to pay becomes due is a non-business day according to the Romanian legislation, the payment term shall be deemed as fulfilled on the business day following the due date. Payment shall be deemed as timely made if the Company's account was debited in the last day of the maturity period or the payment instructions were sent by the Company to the bank on the last day of the maturity period.

2.8. Performance of payment by the Company prior to the conclusion of the Preliminary Acceptance Certificate shall not be interpreted as an acknowledgement of the precise and timely delivery of the Goods / precise and timely performance of the Services forming the object of the Purchase Order, shall not hold harmless the Supplier from the remediation of the Defects and from its liability under the Purchase Order and under the law and shall not impair the Company's rights on the strength thereof. Also, the performance of payment based on other documents

provided in the General Conditions and/or the Purchase Order in the absence of the Preliminary Acceptance Certificate shall not be interpreted as such an acknowledgement by the Company.

2.9. Either Party shall bear the costs/fees imposed by the bank where it opened its account used for the performance/collection of the payment on the basis of the Purchase Order.

2.10. The Company shall be entitled to deduct from the amounts payable to the Supplier any payable amounts owed by the Supplier to the Company and/or to its Affiliates, based on the Purchase Order and/or other juridical relationships existing at the time when the Company's payment obligation becomes due, in case the Supplier breaches its obligation under this Agreement or any other agreement or juridical relationship made with the Company or with any of its Affiliates, as well as in case the Company or its Affiliates have pertinent data and information regarding the Supplier's obvious insolvency state. In case of the amounts owed by the Supplier to Affiliates of the Company, the latter shall be expressly authorized by the Supplier to pay the appropriate amounts to the respective Affiliates. The above provisions shall also apply to all the amounts and receivables, owed or held by the Company or any of its Affiliates at any time, to or over the Supplier, in any currency, in relation to any amount, regardless whether the Company or any of its Affiliates filed any request according to the Agreement and even if such obligations are not due.

2.11. In case the Company objects and/or issues observations with regard to any mentions from the invoice and/or Preliminary Acceptance Certificate, or if the invoice is incorrectly drafted, the Company shall notify the Supplier within 10 business days from the document issue /signing date and, unless the Goods or Services are closely connected with those affected by its observations, shall entitle the Supplier to issue the invoice for the accepted Goods and/or Services. Since the receipt of the corrected invoice and documents, the maturity period shall lapse for the amounts to which no objection was made. The Parties shall make all the efforts to resolve the objections within the terms agreed under the General Conditions, Purchase Order or otherwise.

2.12. In case a term of 6 months from the performance of the last payment by the Company, the Supplier sends a written justified request to the Company, all the receivables held by the Supplier over the Company and deriving from the Purchase Order shall be deemed as executed.

2.13. Should the Company bear costs or be entitled to receive penalties which, according to the order or to applicable legal provisions, must be paid by the Supplier to the Company, the Company shall issue an invoice to the Supplier for the respective costs and/or penalties, enclosing, as the case may be, the supporting documents and/or the corresponding calculation. Such amounts shall be set-off against any amounts due by the Company to the Supplier, regardless of the legal relationship from which the same may arise, or shall be voluntarily and separately paid by the Supplier, at the Company's choice. The Supplier expressly agrees that the amounts due to the Company shall be set-off against the amounts due by the Company and that only the balance shall be paid, even if the time for payment of the first amounts above referred to shall have not yet lapsed.

2.14. In case either party makes delayed payments of the amounts due to the other Party, the entitled party may request, beginning from the day following the due date, the payment of delay penalties amounting to 0.06% per day of delay calculated on the basis of the outstanding amount.

3. Taxes

3.1. Unless as otherwise mentioned in the Purchase Order, the price of the Goods and/or Services shall include all the taxes applicable to the delivery of the respective Goods/performance of the respective Services.

3.2. In case the Company is requested or bound to pay any taxes, duties, fees or charges on behalf of the Supplier, including taxes, fees or charges forming the object of tax withholding, such amounts shall be retained by the Company from the amounts due to the Supplier and shall be appropriately transferred, without requiring the Supplier's prior agreement.

3.3. Should the Supplier be not a resident in Romania and should the object of the Purchase Order include Services, at the latest by the date when the first payment should be made during a financial year, the Supplier shall send to the Company a fiscal residence certificate in original, to which an apostille was affixed, valid for the respective year, in view of the application of the relevant provisions of the double taxation convention between Romania and the Supplier's state of residence; in case the Purchase Order is issued by the Company through one of its branches set up in a state other than Romania, the Supplier shall supply the fiscal residence certificate to which an apostille was affixed and valid for the year when the payment is made in Purchase Order to render applicable the provisions of the double taxation convention between Romania and the Supplier's country of fiscal residence. For clarity purposes, the financial year begins on January 1 and ends on December 31 of the calendar year.

3.4. In case the Supplier does not make available the tax fiscal residence certificate provided under Art. 3.3. above, the Company shall retain from the amount owed to the Supplier the tax on the income of non-resident persons established according to the applicable legislation of Romania/the state where the branch of the Company through which the Purchase Order is issued is registered and shall transfer it appropriately to the related public budget.

3.5. In case the Supplier has the obligation to register from a fiscal point of view a permanent head office in the place where it delivers the Goods and/or performs the Services forming the object of the Purchase Order, the Supplier shall fulfill the necessary registration formalities on its expense and shall pay the taxes and duties related to the personnel used and to the income resulting from the execution of the Purchase Order, without increasing the price provided in the Purchase Order.

4. Origin, Delivery and Receipt of the Goods

4.1. The goods forming the object of the Purchase Order shall have the provenience indicated in the Purchase Order. The Supplier shall have the obligation to submit to the Company, for approval, in due time, the list of the manufacturers of the main components/materials used for manufacturing the Goods. The Company shall have the right to audit the respective manufacturers in Purchase Order to make sure that the quality of the components/materials is appropriate. In case the Supplier delivers Goods that include components/materials procured from manufacturers which were not approved by the Company or if the Supplier delivers Goods with a provenience different from that indicated in the Purchase Order, the Company shall have the right to refuse the respective Goods and to consider that the provisions of these General Conditions referring to the failure to execute the delivery obligation within the agreed term as applicable.

4.2. In case the Purchase Order does not provide any other delivery condition, the Goods provided in the Purchase Order shall be delivered according to the delivery condition **DAP – registered office of the Company (INCOTERMS 2010)**. In case the Purchase Order is issued by a branch

of the Company or from its work point, the delivery place shall be the head office of the branch or the address where the respective work point is registered.

4.3. The Supplier shall submit to the Company as soon as possible from the issue of the Purchase Order, and, in any case, no later than 3 days from the request of the Company, the execution and delivery schedule of the Goods forming the object of the Purchase Order. The Company shall have the right to request information and to visit the head office of the Supplier or of the manufacturer of the Goods, in Purchase Order to monitor the performance of the Purchase Order according to the performance and delivery schedule sent by the Supplier.

4.4. The Supplier shall clearly specify in all the documents accompanying the delivered Goods the following information:

- a description of the Goods and their series (as applicable);
- the number of units;
- their weight;
- the number and date of the Purchase Order, the name and identification data of.
- any other information relevant according to the Purchase Order.

4.5. All the documents in connection with the delivery of the Goods shall be prepared in at least two (2) copies, one of which shall be remitted to the Company, at the address mentioned in the Purchase Order. The documents shall be prepared in the Romanian language; in case the Supplier is not a resident in Romania and cannot reasonably ensure their translation, and the Romanian law does not require that the documents should be in the Romanian language, the delivery documents may be prepared in the English language; for the avoidance of any doubt, the documentations of the type of design documentations, operation manual, technical manual, etc. shall be translated in the Romanian language.

4.6. The Goods/services shall be accompanied upon delivery by the following documents:

- delivery note/transport documents;
- fiscal invoice;
- packing lists, mentioning the Purchase Order number and the description of the Goods
- Performance Bond;
- origin certificate;
- quality certificate;
- compliance statement;
- technical manual;
- handling, storage, installation, setting into operation and usage instructions;
- material safety data sheet, if this document is mandatory under the law;
- the authorizations, endorsements and permits required for the import, installation, setting into operation of the Goods;
- any other documents provided in the Purchase Order or by law.
- Any other needed document considering the nature of the assets/services (deliverables, opinions etc.)

The measurements and the weighing of the Goods made by the Company shall be final and shall not entitle the Supplier to supply any evidence for objecting to them in case the Goods are not accompanied by packing lists.

4.7. The Supplier shall pack, label and mark the Goods at its expense, according to the transport method and to the applicable legal provisions, so that such Goods should arrive at the delivery place under good conditions and intact. The Supplier shall be liable for the obtainment of all the endorsements, authorizations and permits necessary for the transport of the Goods to the delivery place.

4.8. The packaging shall be labeled with all the special instructions necessary for the accurate handling and storage of the Goods (such as: *"handle with care"*, *"fragile"*, *"heavy"*, *"keep in a dry place"*, etc.), according to the applicable legal provisions and fair commercial practices. The Supplier shall have the obligation to take over from the Company the packaging in which the Goods were delivered, within at most seven (7) days from the written notification sent by the Company in this respect, less in case the Company chooses to keep that packaging; in this latter case, ownership over the packaging shall be transferred to the company upon the delivery of the Goods with no cost additional to the price of the Goods.

4.9. The Supplier shall not deliver the Goods in quantities or with specifications differing from those indicated in the Purchase Order. Partial deliveries shall only be allowed with the express written consent of the company.

4.10. The Supplier shall deliver the Goods within the term provided in the Purchase Order or, if such a term is not indicated, within one (1) business day from the date when the Supplier accepts the Purchase Order. The Supplier shall have the obligation to inform the Company in writing about the date when the Goods are to arrive at the delivery place, with sufficient time before their delivery (which in no case shall be shorter than three (3) business days), except for the terms having a duration shorter than that, when notification may be made with minimum 12 hours before delivery; otherwise, the Supplier shall be directly liable for the Company's delay in taking over the Goods.

4.11. In case the Supplier delays in delivering the Goods as compared to the established term, the Company may charge the Supplier with penalties amounting to 0.06% of the value of the Goods which were not delivered in time, for each day of delay.

4.12. The quantitative reception of the delivered Goods shall be made by the representatives of both Parties at the time when the Goods are delivered, and the parties shall conclude in this respect the Preliminary Acceptance Certificate. The qualitative reception shall occur at the latest upon the setting into operation of the Goods. Both the quantitative and the qualitative reception of the Goods and/or Services shall be made in compliance with the technical specifications and requirements requested by the Company and attached to the Purchase Order, as well as with the standards or other technical documents made available to the Company by the Supplier.

4.13. Before the setting into operation of the Goods, the Company shall organize their inspection in Purchase Order to verify their specifications and quality, notifying the Supplier to participate in this activity, at the Supplier's expense. The Company shall record the results in a document signed by the parties' representatives or by the Company's representative, in case the Supplier does not participate in the inspection, notifying this document to the Supplier within 7 days from its signing date.

4.14. In case the Company finds Defects consisting in apparent flaws (including quantitative differences) of the Goods upon delivery, by the time of their setting into operation, the Company may refuse their reception, and the Supplier's obligation to deliver the Goods shall be considered as unperformed until such time as the non-compliances indicated by the Company are remedied, at the Supplier's expense, while the Company's obligation to pay shall be suspended until such time as the identified non-compliances are remedied.

5. Transfer of Risk and Ownership Right over the Goods

5.1. The risk over the Goods shall be transferred from the Supplier to the Company upon delivery in compliance with the delivery condition.

5.2. Ownership over the Goods, including over the documentations necessary for the use according to their destination, shall be transferred from the Supplier to the Company on the

conclusion date of the Preliminary Acceptance Certificate without any objections. From the transfer time of the ownership right, the Company shall have the time to use and freely dispose, unencumbered and with no approval from the Supplier both of the Goods, and of the documentations delivered together with such Goods. Any reserve formulated by the Supplier with regard to the ownership right or the claiming of a privilege over the Goods shall be excluded since their delivery, in compliance with the delivery condition.

6. Execution and Acceptance of the Services

6.1. The Supplier undertakes to execute the Services provided in the Purchase Order according to the terms and condition detailed in the Purchase Order and in the General Conditions, with the care, skill and diligence of a good professional. The Supplier shall ensure at its own expense all that is necessary to it for the purpose of the performance of Services, including (without limitation) the logistic means, working spaces, working tools, consumables, site organization, appropriately trained personnel, regardless whether they have a temporary or permanent nature or whether they are explicitly mentioned in the Purchase Order or their necessity is reasonably deduced from the Purchase Order and nature of the Services.

6.2. In case the Services are performed in the premises of the Company or of one of its Affiliates, the Supplier undertakes to comply with all the rules regarding interior Purchase Order, labor protection, firefighting applicable in the respective premises. The Supplier shall make sure that its subcontractors and agents, as well as their agents (employees, legal representatives, consultants, etc) are aware of and comply with the respective rules, applicable legal provisions, including those referring to the detachment and employment of foreign personnel, and that they are holding the authorizations and permits required for the performance of lucrative activities and comply therewith.

6.3. The execution term of the Services shall be that provided in the Purchase Order. In case the Purchase Order does not specify the date when the execution of Services should commence, the execution term shall be calculated beginning on the business day following the day when the Supplier accepted the Purchase Order in writing. In case the Purchase Order does not provide any certain date by which the Services should be completed, the terms expressed in a number of days shall be calculated per calendar days beginning on the mentioned date. The daily working hours according to which the Supplier shall execute the services in the premises of the Company shall coincide with the working hours provided in the internal regulations of the Company or of the Affiliate in the premises of which the Services are executed.

6.4. The Supplier shall have the full freedom to organize the activity of the members of its team, may choose the necessary specialists and change them, except for those considered as "key personnel" by the Company and that the Supplier shall only be able to replace with the Company's prior written acceptance and for justified reasons, with personnel having at least the same training level and experience in the field. Also, the Supplier shall be responsible for the planning of the execution of Services and shall submit to the Company for approval the program elaborated with regard to the execution of Services. Unless it would be physically or legally impossible, the Supplier shall observe the instructions and guidelines given by the Company in all the matters related to Services.

6.5. In case the personnel provided for the execution of Services is foreign or the execution place of the Services is not in Romania, the Supplier shall make sure that its personnel and/or the personnel of its subcontractors have solid knowledge of the English language.

6.6. The partial execution of the Services by the Supplier shall only be allowed with the express written consent of the Company and shall not entitle the Supplier to compensation prior to the full execution of all the Services provided in the Purchase Order.

6.7. In case the Parties agree on intermediary terms with respect to the execution of Services, and the Supplier does not observe such terms, the Company may impose on the Supplier to extend its working hours, including through the execution of Services in two or three shifts of eight hours each. The absence of any request from the Company with respect to the extension of the Supplier's working hours in Purchase Order to recover the delays shall not be deemed as a tacit acceptance of the extension of the execution term and shall not hold the Supplier harmless from the obligation to pay delay penalties.

6.8. The Supplier shall be responsible for the interpretation of the requirements, data and information supplied by the Company and shall make sure that such are complete and correct for the provision of Goods and the execution of Services, its inaction or errors in the evaluation of the data and information shall not be liable to hold it harmless from the execution in time and at the agreed value.

6.9 The Supplier shall make sure, before the acceptance of the Purchase Order and throughout its execution, that there are no conflicts of interests with the Company and its Affiliates with respect to the performance of the object of the Purchase Order.

6.10. The Supplier shall be liable for the integrity of the other plants and equipment located in the execution place of the Services, even if they are not part of its specific activity or the Supplier is not working with them at that time (neighboring plants, pipes on scaffold, cables, pipes, AMC and electrical devices, etc).

6.11. The Supplier shall keep clean the execution place of the Services and the site organization, and, after the complete or partial finalization of the Services, shall remove without delay and at its own expense the equipment and materials, as well as all the resulting waste, and shall dismantle the provisional works under safety conditions.

6.12. The Supplier shall submit weekly information to the Company, as well as upon the Company's request, regarding the stage of the delivery of Goods and/or the performance of Services, as well as in any case in which it estimates that there might be delays as compared to the agreed execution schedules, proposing measures deemed by it as appropriate for the removal of such delays. Acceptance by the Company of any adjusted execution schedule shall not hold the Supplier harmless from the prejudice caused by failure to timely execute its obligations.

6.13. Should the Supplier be unable to comply with the execution terms, out of its fault, the Company may retain the services of other Suppliers for the execution of a part of the works, on the Supplier's responsibility and at its expense, so that the delivery and execution schedule of the Goods and/or Services could be observed, notifying the Supplier in the sense of the partial cessation of the Purchase Order. The value of the Purchase Order shall be decreased by the value of the Goods and/or Services entrusted by the Company to third party Suppliers.

6.14. The Supplier shall cooperate in good faith with other Suppliers selected by the Company in good faith, whenever necessary or requested to do so by the Company.

6.15. Should the Supplier delay the commencement and/or finalization of the Services as compared to the established terms, the Company may charge the Supplier with delay penalties amounting to 0.06% of the value of the Services which were not timely performed, for each day of delay.

7. Warranties. Representations

7.1. The Supplier shall warrant and represent that:

(i) it has the exercise capacity and holds all the authorizations/licenses/permits necessary to perform the object of the Purchase Order and that no agreement and no promise or obligation, previously contracted with third parties, oppose to the conclusion of the juridical relationship resulting from the Purchase Order and to the performance of the Supplier's obligations under the Purchase Order;

(ii) it shall comply with the Company's requirements, the applicable laws and technical standards and it holds the necessary technical capacity and resources necessary for the performance of its obligations;

(iii) the Goods and Services performed under the Purchase Order shall be free from any privileges and/or liens whatsoever.

7.2. The Supplier shall warrant and represent that the Goods delivered under the Purchase Order shall comply with the specifications from the Purchase Order and that they shall not present any Defects. In case any Defect appears at any time within a warranty period of 24 months from the setting into operation, but not longer than thirty (30) months from the conclusion date of the Preliminary Acceptance Certificate. The Supplier shall forthwith proceed to the remediation of the Defects, either by replacing or by replacing the Good, as requested by the Company. The Supplier shall complete the corrective actions within a short and reasonable term established by the parties, which shall not exceed 15 days from the Company's notification. All the expenses regarding the inspection, diagnostic of the defect, dismantling, transport of the defective Good and of the repaired or replacement Good, the repair and reinstallation of the Good after remediation shall be incumbent on the Supplier. Should the Supplier fail to fulfill its obligation regarding the remediation of Defects, the Company shall be entitled, and the Supplier's guarantee shall not be affected, to remedy the Defects with the implication of a third party, at the Supplier's expense.

7.3. The warranty term provided under Art. 7.2. above shall be automatically extended by the period comprised between the date when the Company announced the Supplier with regard to the identification of the Defect and the date when the Supplier remedies the Defect, respectively the operation/use of the Good is normally resumed (as applicable), while the warranty term for the replaced Goods shall be the term provided under Art. 7.2 above.

7.4. The Supplier shall warrant and represent that the Services shall be performed according to the requirements provided in the Purchase Order and in the General Conditions and that they shall not present any Defects. In case any Defect occurs within a warranty term of twelve (12) months from the conclusion date of the Preliminary Acceptance Certificate, the Supplier shall forthwith proceed to remedy such Defect by appropriately re-performing the Services. All the expenses related to the repeated performance of the Services where the Defect was identified shall be borne by the Supplier. With respect to design Services, the warranty term shall start lapsing on the commencement date of the performance of either the investment objective, or the constructions-assembly works, as applicable, performed on the basis of the design documentations, and not from the finalization of the design services attested by the Company's issue of DRN (Document Review Notice) status A attested, the favorable delivery and endorsement of the design documentation and the signing of the qualitative acceptance certificate, and it shall continue until the expiry of the term calculated above from the signing of Preliminary Acceptance Certificate from the finalization of the construction works.

7.5. The Supplier shall have the obligation to execute at its own expense all the necessary remediation works, resulting from its own fault, both during the performance of the Services, and during the warranty term. In case flaws are ascertained in the performance of the Services, the Company shall notify the Supplier within a maximum term of 5 calendar days from the date when

such flaws are identified, and the Supplier shall take the necessary actions to remedy such flaws and to finalize them as soon as possible, as agreed by the Parties, which term cannot exceed 15 days from the date when the Company is notified unless with the Company's prior written consent.

7.6. The term provided under Art. 1709 para. 2 of the Civil Code for the exposure of the hidden flaws by the Company shall not be considered as applicable.

7.7. The establishment by the Parties of the contractual warranty period according to those provided under Arts. 7.2. and 7.4. above shall not impair the legal warranty provided by Law No. 10/1995 (Law on the quality in constructions or any other legal provision which replaces this law) for the Services performed under the Purchase Order and shall not hold the Supplier harmless from its liability established according to this regulatory act.

7.8. The remedies provided in this section shall not exclude any other remedy provided under the law in case of the Supplier's default of its obligations.

7.9. In case the Purchase Order so provides or at the Company's request sent to the Supplier after the issue of the Purchase Order, the Supplier shall make available to the Company a Performance Bond, irrevocable and unconditional, issued by a bank with a good reputation, previously accepted by the Company and governed by ICC Publication No. 758 regarding the Uniform Rules for Demand Guarantees (or their subsequent version, as applicable) the amount of which shall be at least 10% of the value of the Goods/Services provided under the Purchase Order. The Supplier shall make available the Performance Bond until the conclusion date of the Preliminary Acceptance Certificate. The Performance Bond shall be valid for the warranty term mentioned for Goods/Services plus a period of 2 months, calculated from the date of the Preliminary Acceptance Certificate.

7.10. If the Supplier does not remedy the Defects within the term agreed with the Company, the Company shall be entitled to request delay penalties amounting to 1% per day of delay of the value of the Goods and/or Services in question.

8. Assignment

8.1. The Supplier shall be strictly forbidden to transfer, regardless of the reason, in full or in part, its obligations or rights deriving from the Purchase Order, to constitute mortgages or any other guarantees in favor of third parties without the Company's prior written consent. Any assignment or guarantee made in default of this requirement shall be considered as ineffective and shall entitle the Company to unilaterally cancel the Purchase Order by sending a notification effective on its dispatch date, without any other formality, without granting any grace term and without prejudice to the Company's right to request damages for covering the prejudice resulting from the performance by the Supplier of any unauthorized assignment.

8.2. the Company shall have the right to assign or transfer in any other way the Purchase Order to its Affiliates, and such assignment shall produce effects on the Supplier since the receipt date of the notification indicating its performance.

9. Subcontracting

9.1. The Seller will not be able to subcontract parts of the Services and Goods under the scope of the Purchase Order until obtaining the prior written consent of the Company, on the basis of prior written notice sent to the Company specifying the part of the Services and Goods he intends to subcontract, the experience and capacity of the subcontractor, provided that the agreement made by and between the Supplier and subcontractor should stipulate conditions which are at least as restrictive as those stipulated in the Purchase Order. Irrespective if the selection

procedure for the award of the Purchase Order, has provided or not permission to subcontract, the Supplier shall inform about his intention to execute certain parts of the object of the Purchase Order through third party subcontractors, the Supplier shall be liable for checking and fulfilment by them of all financial, technical and legal capabilities, and further shall provide their names and identification data together with any other data necessary for their evaluation from the above mentioned perspective. Once approved Seller's subcontractors, they shall not be changed or other subcontractors used unless for justified cases and with the observance of the foregoing provisions.

9.2. The Company's consent to subcontracting a portion of the provision of Goods/Services shall not be deemed as releasing the Supplier from its liability for the proper performance of its obligations resulting from the Purchase Order (including from the General Conditions), as entitling the Supplier to request the increase in the price of the Goods/Services as a result of subcontracting or as creating a direct juridical relationship between the Company and the subcontractor. The Supplier shall be liable for the actions and inactions of its subcontractor exactly as for its own deeds.

9.3. Should the Supplier use in the delivery of the Goods/performance of the Services forming the object of the Purchase Order any subcontractor other than that expressly accepted by the Company, the latter may request the Supplier to pay damages, which shall not be lower than 50% of the Purchase Order value and, at its sole discretion: (i) the termination of the Purchase Order, without any formal notice, without the intervention of any court of law/arbitral tribunal, by simply sending a written notification in this respect; or (ii) the delivery of the Goods/the finalization of the Services remaining to be delivered/performed, with the own means of the Supplier and of any eventual subcontractors accepted by the Company; in both cases, the Company and its Affiliates shall have the right to ban the Supplier from participating in the selection procedures organized for the award of future agreements, and any eventual bids made by the Supplier shall not be taken into consideration.

9.4. In case the provisions of Art. 1856 of the Civil Code become applicable, the Company's liability to the subcontractors shall be limited to the direct and actual prejudice, excluding any other future or indirect prejudice, such as, without limitation, unrealized profit. Within the maximum extent permitted by law, this limitation shall apply without making any distinction according to the contractual or legal nature of the liability. The Supplier shall defend and indemnify the Company against any claims made by subcontractors for any indirect or future prejudices.

9.5. The Supplier shall stipulate in the agreements made with its subcontractors the Supplier's unconditional right to assign the agreement made with the subcontractor to the Company in case the Company unilaterally cancels the Purchase Order accepted by the Supplier, and the Company wishes to take over the respective agreement.

10. Suspension and Termination of the Execution of the Purchase Order

10.1. Any time before the delivery of the Goods and/or the finalization of the Services, the Company may suspend, in full or in part, the execution of the Purchase Order by sending a written notification in this respect, effective immediately on the dispatch date. In such case, unless suspension results from the Supplier's default in the performance of its obligations, the Supplier may claim that the Company should pay the equivalent value of the Goods delivered/Services performed and received until the suspension date of the execution of the Purchase Order, as well as the direct, reasonable and proven costs for the suspension of the execution of the Purchase Order and, subsequently, for the resumption of the delivery of the Goods/execution of the Services, and the Supplier shall be bound to preserve the Goods and Services executed until the

suspension date. Any claims made by the Supplier, consisting in indirect costs and losses, including, without limitation, unrealized profit, loss of contracts, etc., shall be expressly excluded.

10.2. The Company may unilaterally cancel the Purchase Order, in full or in part, through a written notification sent to the Supplier, at any time it shall deem appropriate according to its interests, by sending a notification effective immediately on its dispatch date. In such a situation, the Company shall pay to the Supplier the equivalent value of the Goods delivered/Services executed until the cancellation date of the Purchase Order, as well as the direct, reasonable and proven costs for the termination of the execution of such Purchase Order. Any claims made by the Supplier, consisting in indirect costs and losses, including, without limitation, unrealized profit, loss of contracts, etc., shall be expressly excluded.

10.3. In case the Supplier **(i)** breaches any of its obligation provided in the Purchase Order (including in the General Conditions) or in the applicable legal provisions and/or **(ii)** no longer holds the necessary authorizations/ endorsements/ permits and/or **(iii)** no longer meets any other conditions for the execution of the Purchase Order and/or **(iv)** breaches its obligations resulting from an agreement made with the Company or one of the Company's Affiliates (*cross-default*), the Company may terminate the Purchase Order by sending a notification effective immediately on its dispatch date, with no further formality, without the granting of any grace term and without the intervention of the court of law/arbitral tribunal.

10.4. The obligations born until the cessation date of the Purchase Order, regardless of the reason, shall be executed by the Parties precisely and in good faith.

10.5. The provisions of the Purchase Order (including of the General Conditions) regarding the dispute resolution, the guarantees, the indemnification obligations and the confidentiality of information shall survive the termination of the Purchase Order, regardless of the reason.

10.6. If the suspension of the execution of the Purchase Order or its cessation results from the default of the Supplier's obligations, any additional costs incurred by the Company or its Affiliate having the capacity of the end beneficiary of the Goods/Services, respectively any damages that shall be directly caused by the Supplier shall be borne by the Supplier.

10.7. If either party becomes, voluntarily or involuntarily, the object of the procedures provided by the law on the insolvency procedure, or of any other law or procedure for the protection of debtors facing financial difficulties, or takes or is subject to any action for its winding up or dissolution, or has a receiver or liquidator appointed for all or any part of its assets, and, in case any act having the nature of those previously mentioned is involuntary, the consequences are not remedied in a reasonable interval, the other party may notify in writing of its decision to terminate the Agreement, termination which shall cause immediate effects or according to the provisions of the Romanian law, if such law is applicable, and without the intervention of the court of law.

10.8. In case the Company makes an advance payment to the Supplier against the Purchase Order and termination of the execution of the Purchase Order for any reason prior to the extinguishment of the respective advance payment by means of the delivery of Goods/performance of Services by the Supplier, the Company may immediately request the repayment of the due amount from the Advance Payment Refund Guarantee, by a written request sent to the issuing bank, clearly indicating the above.

11. Confidentiality

11.1. The Supplier shall have the obligation to treat as confidential the information identified as such and transmitted by the Company in connection with the Purchase Order, throughout the entire period of execution, and for a term of five (5) years after the termination of the Purchase

Order for any reason, unless a longer period is applicable and is notified to the Supplier by the Company, subject to the penalty of incurring the Supplier's liability for all the damages caused by its failure to observe the confidentiality obligation.

11.2. The Supplier shall be entitled to use the confidential information which is disclosed to it only for the execution of the Purchase Order. In case the Supplier is forced to disclose to third parties confidential information received from the Company, in view of executing the Purchase Order, the Supplier shall obtain the Company's prior written consent with regard to the performance of the disclosure and shall conclude with the third party a confidentiality agreement under conditions which are at least as restrictive as those provided in the Purchase Order (including in the General Conditions) before transmitting the confidential information to the respective third party. The disclosure of confidential information to third parties shall be made only within the limits in which it is necessary for the performance of the object of the Purchase Order. The Supplier shall also have the obligation to not use or exploit confidential information for its own interest or to the benefit of other persons, for competition purposes or for obtaining undue benefits in relation to the Company and its Affiliates or to restrict the access to the confidential information to those persons from among the management bodies, administrators and employees and consultants who clearly require the access to such information in Purchase Order to execute the Purchase Order.

11.3. The confidentiality obligation shall not apply to the confidential information which

(a) was in the Supplier's possession before the enforcement date of the Purchase Order and was not obtained, directly or indirectly from the Company, an Affiliate of the Company or from a third party that legally held it and did not have the obligation to maintain its confidentiality;

(b) is or become public, after the enforcement of the Purchase Order, without the Supplier's fault;

(c) is disclosed to a competent authority on the basis of the applicable laws.

11.4. Even if the Company does not describe it expressly as such, shall be deemed as confidential information any information or data supplied by the Company, regardless of the form in which it is transmitted or kept (either verbally, in writing, electronically, on paper or visual media) and regardless whether it was developed by the Company or by a third party, the information about the Purchase Order, the economic situation of the Company and of its Affiliates, all the strategic and development plans, trade secrets, records of transactions, lists of clients, records of projects, market reports, manuals, business information, policies and procedures, technologies, technical procedures and projects, installations, computer software used by the Company during the performance of its activity, as well as any personal data regarding the employees, consultants, legal representatives, and/or associates of the Company and/or of its Affiliates.

11.5. The Supplier and/or any of its employees, representatives, partners or its affiliates shall not be entitled to present in its releases, public statements, announcements or any other documents with a publicity/related nature the fact that is/was in commercial relationships with the Company or use in any manner the trademarks, logos and any other signs of the Company and its affiliates, without the latter's prior written consent.

12. Intellectual Property

12.1. The Supplier shall have the exclusive obligation to make sure that the use by the Company of the documentations supplied in connection with the Goods and Services, as well as with the Goods delivered and Services performed against the Purchase Order shall not cause the breach by the Company of any intellectual property right belonging to any third party.

12.2. The Supplier shall hold harmless and shall indemnify the Company and, as applicable, its beneficiary (in case the Company makes the Purchase Order in its capacity of contractor) against any claims resulting from the breach of any intellectual property rights belonging to third parties (including with regard to patents, drawings, trademarks, copyright, etc.) and shall incur the damages for the entire prejudice occasioned by such a breach, the costs, taxes and expenses or any kind requested by third parties or to be borne by the Company in connection with the procurement of Goods and execution of the Services which shall not be used further to the breach of an intellectual property right of any third party.

13. Notices

13.1. Any notice or communication in connection with the execution of the Purchase Order shall be considered as valid and shall cause effects only when it is transmitted by one Party to the other Party in writing, signed for the party by the contact person mentioned in the Order and personally submitted by the Party or delivered by registered mail with receipt acknowledgement, by fax or e-mail, to the addresses mentioned in the Purchase Order.

13.2. The notice/communication shall contain a mention regarding the contract number assigned by the party and be deemed as received, unless otherwise provided in the Purchase Order (including in the General Conditions), at the time when it is handed over, if it is submitted in person by either Party, at the time when it is received by the recipient, in case it is sent by a registered letter with receipt acknowledgement, or when its acknowledgement is received by the sender, in case the communication is made by fax (provided that the sending was not made on a non-business day or outside the interval comprised between 09.00 and 18.00 hours, in which case it shall be deemed as received at 09.00 hours of the following business day), and in case of an e-mail, when the sender receives confirmation by e-mail from the other party (without taking into consideration automatic messages, such as return receipt, out of office or other automatic replies).

13.3. Either Party may change the notification data by sending a notice which shall include the new data for correspondence, valid since the communication date.

13.4. For the avoidance of any doubt, any deed, above mentioned at paragraph no.1, should be issued by the observance of the terms and conditions provided within this agreement. The Parties agree that failure to observe the provisions of this section shall be sanctioned with the ineffectiveness of the respective notice, request, communication or information. For the avoidance of any doubt, the signing by the contact person assigned by each party to act for and on behalf of the respective party of any deed out of those mentioned at art. 13.1 which does not observe the terms and conditions provided within this agreement and/or which exceeds the limits agreed by the parties and/or provides something more than the Order provides, irrespective of its nature, is null and void. No party may claim on its own behalf any right, irrespective of its nature, which might be arisen as a result of any deed which does not observe the above mentioned and no party pay ask the other one to perform any obligation, irrespective of its nature, as a result of such deed.

13.5. No change in the coordinates provided in the Purchase Order shall be effective for the other Party unless it was previously notified under the above-mentioned conditions.

14. Force Majeure

14.1. The Parties shall be released from their liability for the default of their obligations in case of force majeure. Force majeure represents an unpredictable event on the date when the Purchase Order is accepted, which: (i) is beyond the reasonable control of the affected Party, and it cannot be prevented, averted or removed by the reasonable care and efforts made by such Party (ii) is not due to the fault of the affected party and (iii) makes impossible the execution of the contractual obligations by the invoking party. The party invoking force majeure shall send a notification in this respect to the other Party within three days from its occurrence date and shall communicate to it the acts evidencing the force majeure, including the certificate issued by the Romanian Chamber of Commerce and Industry ascertaining the force majeure, within 10 days from the occurrence date of the force majeure event.

14.2. The party affected by the force majeure event shall make reasonable efforts to remove the effects of such event with regard to the performance of its obligations under the Purchase Order, without prejudicing the other Party's right to request the termination of the juridical relationship deriving from the Purchase Order, by sending a notification effective immediately on the dispatch date, if the force majeure event manifests its consequences on a total period (resulting from one or several force majeure events) longer than 30 calendar days.

15. Applicable Law. Litigation

15.1. The Purchase Order (including any acts subsequent to the Purchase Order) shall be governed by and concluded in accordance with Romanian law.

15.2. Any dispute deriving from or in connection with the Purchase Order, including those referring to the conclusion, validity, interpretation, execution, cancellation or termination shall be amicably settled by the Parties.

15.3. In case the Parties do not reach an amiable settlement in the cases described under the preceding article, the disputes shall be settled by the ordinary courts in Bucharesti.

16. Insurances

16.1. The Supplier shall conclude with a minimal title and shall maintain valid throughout the execution of the Purchase Order the insurances established in this clause, requesting the same from its subcontractors or including them in as much as possible in the insurances concluded by it with authorized insurers with a good reputation, including the Company and the end beneficiary as co-insured persons (except for the employer's insurance liability and for the liability for the compensating employees. To the extent to which it is possible, all the insurances shall include the clause according to which insurers shall waive any right of recourse against the Company, its Affiliates and the end beneficiary in connection with the Purchase Order. The Supplier undertakes to notify the Company at least 15 days before the change or termination of any insurance.

16.2. The insurances which shall be concluded and held by the Supplier according to this clause shall be:

(i) the employer's liability and the liability for compensating employees covering bodily injury, illness or invalidity, death of the Supplier's employees.

(ii) motor vehicle liability insurances against bodily injury and damages caused to property for all the motor vehicles and motor vehicle aggregates used to execute the Purchase Order, regardless whether they are held under a title by their owner or under another title, at the minimum value provided by the applicable law;

(iii) civil liability insurance for third parties against the bodily injuries and damages to property, at a value not lower than the value of the Purchase Order;

(iv) in the case of the Services consisting in the performance of construction activities, the Supplier shall deliver to the Company, within seven (7) days from the acceptance of the Purchase Order, an “*all risk*” insurance policy regarding the constructions-assembly works, in Purchase Order to cover the constructor’s liability (“Material Damages” Section and “Legal Civil Liability” Section, each section having a value limit of liability of at least the value of the Purchase Order transferable to the Company), valid for a period longer by one month than that of the execution of the Services provided in the Purchase Order.

(iv) in case of design Services, consultancy services and other types of services for which such insurance is possible, a professional liability insurance, at the value agreed with the Company.

16.3. The Supplier shall make available the proof of insurances to the Company, upon request. The Supplier’s failure to observe its obligation to procure or communicate the insurance shall entitle the Company to proceed to the termination of the Purchase Order, under the conditions of Art. 10.3. (i) above.

17. COMPLIANCE WITH REACH

17.1. In the situation where the Good (substance, article, preparation), object of this Purchase Order is within the scope of the (EC) Regulation No. 1907/2006 of the European Parliament and Council on the registration, assessment, authorization and restriction of chemicals hereinafter referred to as the REACH regulation), as was amended and supplemented by all subsequent amendments, the parties state that they are aware of the provisions of the REACH Regulation and undertake to always and fully comply with the Good-related provisions thereof. The Parties agree to cooperate in any respect, in order to meet the requirements of the REACH Regulation.

17.2. The Supplier informs the Company about the registration of the Good contemplated by this Purchase Order in compliance with the REACH Regulation. The registration file contains the uses set out in the List of Identified Uses and, accordingly, the Good has been registered for these uses. The Supplier sells the Good for the afore-mentioned uses. The Company undertakes to use the Good for those uses for which it was registered and not for others.

17.3. The Supplier is bound to send to the Company in printed or electronic form the Product Data Security Sheet (DSS). The parties agree that, if the DSS is updated, the Supplier shall deliver the updated version of the DSS to the Company in electronic format (by e-mail or on data storage medium), provided the relevant contact details are made available to the Supplier for this purpose by the Company.

18. Variations

18.1. "Variation" shall designate any change that the Supplier should make to the Goods and/or Services, which may affect the Supplier's costs and/or execution terms and that is requested by the Company.

18.2. In case the Supplier considers that it is entitled to receive a Variation, the Supplier shall submit a written request in this respect to the Company, within a maximum term of 2 days from the occurrence of the event that generated the Variation. Such a request shall contain details about the event, as well as all the relevant technical data and any other information that may be necessary to the Company in Purchase Order to issue a Variation.

18.3. Within 14 days from the receipt of the request, the Company shall either accept, or decline the request for Variation, and such a refusal shall have to be written and justified, or the Parties shall agree on the costs and/or changes in the execution terms involved by the respective Variation. Such an agreement shall be recorded in writing, in an addendum to the Purchase Order, specifying any change in the price or execution schedule.

19. Personal Data Protection

19.1. The parties do not prefigure, under the Purchase Order, for personal data to be communicated, other than the contact information of the persons involved in the performance of the Purchase Order, of the legal representatives/empowered persons of the parties, of the affiliates or of their subcontractors thereof (to the extent where the affiliates, subcontractors and their representatives are involved in the performance of the Purchase Order), and respectively, name, position occupied, business address, telephone number and business email. The personal data of any of the parties, affiliates or of their subcontractors, which the other party, as data controller, or its empowered persons processing personal data on account and behalf of the former, as well as its employees, shall have access to, in the performance of the Purchase Order, shall be processed under the 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 repealing Directive 95/46/EC (General Regulation on data protection).

19.2 Therefore, each party receives from the other party the right to process its personal data, that of its affiliates, subcontractors, and respectively of their legal representatives/empowered persons (subject to the hereinbefore condition with regard to affiliates and subcontractors) for the exclusive and limited purpose of the performance of the scope of the Purchase Order. Each party shall: (i) collect, manage and store the personal data received from the other party in strict confidentiality, by employing the corresponding due diligence required by the law applicable and by its obligations provided for in the Purchase Order, thus avoiding the unauthorized access, use, disclosure or loss thereof; (ii) use the personal data received from the other party only for the performance of the scope of the Purchase Order; (iii) not sell, alienate, transfer, share, lend or otherwise use the personal data received for personal purposes, in its benefit or in the benefit of others.

19.3. Each party acting as personal data controller in the interest of those mentioned under the above article shall process the personal data of the other party, its affiliates, subcontractors and their representatives/empowered parties (subject to the above condition with regard to affiliates and subcontractors) for the purpose of performing the Purchase Order, in order to fulfill the obligations required by the law applicable, as well as for legitimate purposes, such as fraud prevention, performance of internal reporting, enforcement of the customer analysis

measures as per the law applicable, etcetera, under the conditions of the General Data Protection Regulation.

19.4. Each party has the obligation to directly inform, as per articles 12 and 13 of the General Data Protection Regulation, its representatives and its empowered employees in relation with the other party and request the fulfillment of this obligation by the Affiliates and subcontractors of each party in relation with the representatives and their employees (subject to the above condition with regard to affiliates and subcontractors), with regards to the processing of their data by the other party, for Agreement management purposes, for the verifications and reporting provided for by the law applicable, for the fulfillment of a legal obligations, such as Law no. 656/2002 on preventing and sanctioning money laundering, as well as for instituting some measures for prevention and combating terrorism financing acts (or any other legal provision which replaces this law), as well as for other legitimate purposes depending on the contractual relationship.

19.5. Hereinafter, each party acting as personal data controller shall ensure the safety standards with regards to personal data, as provided by article 32 of the General Data Protection Regulation. Therefore, each party undertakes to take and enforce all appropriate technical and operational measures with a view to protecting the personal data against any accidental or illegal destruction, loss, alteration, disclosures, or unauthorized access and against illegal processing.

20 Miscellaneous

20.1. The Parties shall be formally notified *de jure* in case they fail to timely execute their obligations.

20.2. If any provision of the Purchase Order and/or these General Conditions shall be found by any competent court to be null or inapplicable, the nullity or inapplicability of the respective provision shall not affect the other provisions of the mentioned documents, which shall remain in force and shall continue producing effects between the Parties. The parties shall negotiate in good faith the replacement of the affected provision with a provision able to correspond to the intention of the parties upon the issue of the Purchase Order and to the objectives pursued by the Company.

20.3. By signing the Purchase Order, of which these General Conditions are part, the Supplier shall represent and acknowledge that, upon the conclusion of the contractual juridical relationship, it had the possibility to negotiate its clauses and that it accepted them in full awareness.

20.4. With respect to the Services, the Supplier shall represent and agree that, for a period of 24 months from the termination date of this Agreement, it shall not initiate, directly or indirectly, any contact with the employees, agents, collaborators, consultants of the Company and of its Affiliates (to the extent to which the latter were involved in the provision of services and works forming the object of the Purchase Order) in Purchase Order to request, cause or influence them to cease any employment, commercial or other relationship having a contractual nature established between such employees, agents, collaborators or consultants and the Company or its Affiliates; otherwise, the Supplier shall be liable for the entire prejudice caused.

20.5 Any changes in the Purchase Order, including in these General Conditions shall be valid and enforceable provided that such changes expressly result from the documents signed by both Parties.

20.6. The Company's failure to exercise any right deriving from the Purchase Order or applicable law or to request the execution by the Supplier of any of its obligations shall not constitute a waiver of the Company's right to request the execution by the Supplier of the respective obligation.

These General Conditions were signed in the Romanian and English languages and are an integral part of Purchase Order _____ and in case there are any discrepancies between the two language versions, the version in the Romanian language shall prevail in case the Supplier is a Romanian resident, while the version in the English language shall prevail in case the Supplier is not a resident in Romania.

Natural persons who have signed the General conditions and the Purchase Order, be it by hand or by using an electronic signature, by any of the methods provided hereunder, state to having the right to legally represent the signatory legal persons as per the law and their own statutory documents and take full legal liability should the lack of representative capacity be invoked.

The parties expressly agree that both Purchase Order and the General Conditions may be signed by the legal representatives of each party or their proxies thereof, by hand or by using an electronic signature. Irrespective of the method chosen by the parties for the signing of the above-mentioned documents, the parties expressly agree that all the copies of the Purchase Order and of the General conditions (in hard copy or electronic format, on paper – signed by hand or electronically) have the same force of evidence.

Each party warrants that the electronic signature applied by each of the signatory natural persons is allocated to its rightful representatives as per the law applicable and/or the statutory documents to legally represent the respective party, or to their proxies thereof, as the case may be. By "electronic signature", to the meaning of these General Conditions, is defined the electronic document signing method based on a qualified digital certificate unsuspended or non-revoked at the respective moment and generated by a secure device for creating an electronic signature delivered by an authorized provider as per the law applicable to each party, by which the respective electronically signed document is incorporated, with regards to its conditions and effects, with the document under private signature.