



**TITLE:**  
**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY  
OF PRODUCTS AND SERVICES PROVIDED BY INDUSTRIAL MD TRADING S.R.L.**

**ISSUER: Responsible for the Integrated Management System**

**CODE: 8.6.TCGVLPS**

**EDITION: 2**

**REVISION: 0**

**VALID FROM: 28.03.2017**

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All sales and deliveries of products and/or services performed by Industrial MD Trading S.R.L. (The Seller) shall be subject to these terms and conditions.

Any waiver of these clauses must be expressly accepted and provided by the parties in:

- the offers prepared by the Seller;
- the contracts of sale concluded between the Seller and the Buyers;
- the orders issued by the buyers;
- the order confirmations sent by the Seller to the Buyers;

The Conditions and/or special technical/technological requirements that must be met by products must also be accepted by the parties and specified in the above documents (offers, contracts, orders, order confirmations).

The delivery of products and/or services is done only based on the preliminary order issued by the Buyer even when signing a contract between the parties.

Any other terms and conditions referred to in the orders placed by the Buyers or their representatives shall not apply, even if not expressly rejected by IMD.

By placing the order, all the buyers confirm knowledge of our general terms of sale and delivery and accept them.

## **1. GENERAL OBLIGATIONS OF THE PARTIES**

### **1.1. SELLER'S OBLIGATIONS:**

- a) to deliver the products by the deadlines, in the quantities and of the the quality indicated and accepted by both parties if and only if the Buyer has fulfilled all his contractual obligations;
- b) to deliver the products by the deadline indicated and accepted by both parties, otherwise he will bear delay penalties amounting to maximum 0.01% for each day of delay, calculated against the value of the undelivered products; the penalties cannot exceed the amount to which they are applied;
- c) to guarantee the buyer against dislodgement of products that are the object of sale;
- d) to replace, free of charge, the products not compliant in terms of quality, if the nonconformities reported by the Buyer are not due to him, were accepted in writing by the Seller and if the remedy of nonconformities is not possible;
- e) to maintain the confidentiality of the provisions of the contract of sale, under penalty of liability for damages caused to the Buyer.

### **1.2. BUYER'S OBLIGATIONS:**

- a) to specify in the orders and the contracts of sale the types and the sizes of the contracted products, the conditions and/or the special technical/technological requirements that must be met by the products as accepted by both parties, as well as their quantity, and if this information was not fully specified to communicate it in writing to the seller; otherwise the deliveries are appropriately delayed;
- b) to pay the price of the products and, where appropriate, the cost of transport, under the terms and conditions stipulated and accepted by both parties; otherwise, he/she commits to pay delay penalties amounting to 0.01% for each day of delay, calculated at the value of the unpaid amounts. The penalties cannot exceed the amount they apply to;
- c) to receive all contracted products fully and on time;
- d) to certify the receipt of products in terms of quality and quantity, and to comply with the requirements for handling, storage, installation and operation of the products;
- e) to maintain the confidentiality of the provisions of the sale contract, under penalty of liability for damages caused to the Seller.

## **2. CONDITIONS OF DELIVERY AND RECEPTION**

### **2.1. DELIVERY CONDITIONS**

- a) The products are delivered according to the FCA delivery condition Seller warehouse or FCA Manufacturer warehouse;
- b) Any other delivery condition according to INCOTERMS must be expressly stated in offers, orders, contracts and accepted by both parties;
- c) The Buyer shall ensure, by their own means, in the shortest period of time, the unloading and proper handling of the purchased products, without damaging any products belonging to third parties that are loaded in the transport means;
- d) If the transport of the products is performed by the Buyer or by a carrier appointed by the Buyer, the risks are transferred to the Buyer from the moment of the loading of the products onto the means of transport, and this moment is also considered the time of delivery;
- e) If the transport is the responsibility of the Seller, he shall inform the Buyer in writing on the date of delivery;
- f) If the transport is the responsibility of the Seller and the Buyer does not take over the products on the indicated date of delivery for reasons not attributable to the Seller, the Seller reserves the right to charge without formal notice or other subsequent notices, the penalties required by the carrier for unjustified parking of the means of transport;
- g) If the Seller cannot deliver the products by the agreed deadline, he has the obligation to announce the Buyer, specifying the cause of the delay and, if possible, the estimated date of delivery;



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- h) In the case of tubing, a quantitative tolerance of -0/+ 5% is accepted, but not more than one length of pipe;
- i) The products sold shall be accompanied by the shipping notice and/or the invoice, the quality certificate and the certificate of conformity issued by the Seller on which the guarantee is also written;
- j) The ownership of the goods is transferred from the Seller to the Buyer on the date of full payment of the product price and related taxes;

## **2.2. RECEPTION CONDITIONS**

- a) The buyer is obliged that immediately after taking over the products to check their condition, and any apparent defects, qualitative or quantitative deficiencies to be communicated to the seller within 24 hours;  
If the buyer does not indicate the apparent defects of products purchased within the required period, he loses the right to invoke them, and the products shall be considered properly delivered;
- b) The proof of handover to the Buyer is done with the transport document signed by him on the date of receipt of the products;
- c) The acceptance of the delivery by the Buyer without the reservations noted in the delivery document means the confirmation by him of the fact that the products are properly delivered;
- d) If due to the nonconformities found at reception, the Buyer refuses the receipt of products fully or partially, the products subject to refusal of takeover will be stored by the Buyer under normal conditions of storage and conservation, the Buyer is responsible for their custody. Storage shall be done for the period necessary to the Seller to check the existence of the nonconformities notified by the Buyer and to make proposals to remedy them, but no more than 15 days. The Buyer shall notify the Seller immediately of the refusal to receive the goods and the place of storage;
- e) The Buyer cannot refuse the entire batch of products, unless they show apparent defects or quality deficiencies in over 80% of the batch;
- f) Upon reporting apparent defects or deficiencies in quantity and quality by the Buyer, the Buyer is also obliged to provide the Seller all the documents and the information necessary to solve the Buyer's complaint.  
The Seller shall notify the Buyer on the outcome of the checks carried out, and the Seller shall proceed to solve the nonconformities, by replacing unsatisfactory goods, refunding the price, reducing the price if the non-compliances do not affect the use of the product, or the completion of the missing quantities;  
The deadline for solving nonconformities is of maximum 30 business days from the communication date of the results of the verifications made by the Seller;
- g) The Seller shall not be liable for the defects caused by the improper transportation of the products;
- h) The Seller shall not be liable for defects caused by the misuse of the assets, wrong maintenance work, improper installation works, incorrect handling and/or storage, inadequate repair works made by the Buyer or a third party unauthorized by the Seller or changes made without the consent of the Seller;

## **3. PAYMENT CONDITIONS**

- a) The Buyer shall pay the amounts from the invoices issued by the Seller in Lei; for the orders where the established currency is EURO (EUR, €) or another currency, the Buyer shall pay the equivalent in lei at the NRB exchange rate + 1.5% on the invoice date;
- b) The Buyer shall issue a cheque to the Seller, due in 30 days from the invoice date;
- c) Any other conditions of payment shall be explicitly provided in offers, orders, contracts and accepted by both sides;
- d) If the Buyer does not pay the bills on time, he is unable to pay or the payment cannot be collected (for example when issuing a money order or a cheque with insufficient funds), the Seller reserves the right to modify the terms of payment in the sense of requiring payment in cash or payment in advance for each new delivery and, where necessary, to require the Buyer to provide an appropriate written guarantee.
- e) If the Buyer does not meet the new payment terms set by the Seller or does not provide an adequate collateral, the Seller shall be entitled to decide unilaterally to suspend all subsequent deliveries until the receipt of full payment and, if necessary, of the warranty, and shall be entitled to cancel all the orders of products recorded and/or terminate the contract without any obligation to the Buyer;

## **4. WARRANTY**

- a) The warranty for the products sold by Industrial MD Trading S.R.L. is of 12 months from the date of delivery;
- b) If the Manufacturer provides another warranty, it will also be the warranty provided by IMD.
- c) The above warranty shall be applicable if the products or any component thereof:
  - are always transported and stored in the original packaging and in the conditions specified by the Seller or, in their absence, they are kept at least in accordance with generally accepted practices for this type of product;
  - they are always handled according to the instructions of the Seller or, failing that, at least in accordance with generally accepted cautions and indications for this type of product;
  - are installed in strict compliance with Seller's instructions or, in their absence, at least in accordance with the generally accepted cautions and indications for this type of products;



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- are not kept in inadequate conditions before processing or installation and are not subject to any adjustments, modifications and disallowed repairs or attempts to perform such operations;
  - are always used for their designed purpose and are not abused, they are not damaged or subject to any incorrect use;
  - they are maintained according to the instructions of the Seller or, failing that, at least at the intervals and in accordance with the generally accepted methods for this type of product;
- d)** The Seller does not assume in any way the responsibility for the defects, the deficiencies, the losses or the deteriorations to the Products or any component thereof arising out of any act or omission from the Buyer or any third party (among others: staff, customers, agents, carriers and entrepreneurs of the Buyer);
- e)** Any request regarding the Warranty shall be communicated in detail and supported by evidence to the Seller, within two (2) days from the date the defect or non-compliance is found.
- f)** The Seller, based on the Buyer's complaint and, if necessary, by visiting the site, checks the nonconformities reported by the Buyer; If the Seller confirms that the delivered Product or any component thereof is inconsistent, the Seller, at his/her own expense, proposes as appropriate, one of the following compensatory measures:
- repair, correction or adjustment of the product or the component in question or
  - replacement of the product or the component (s) or
  - their price refund or
  - price reduction if the Buyer has not yet paid the price of the products or paid it only partially;

**5. CRIMINAL CLAUSE**

- If the Buyer fails to meet his contractual obligations or those provided in the general terms and conditions of sale and delivery or fulfills them inappropriately, is obliged to pay the Seller damages equal to the amount of damage caused, except that in contract and/or order, is provided another amount for the non-performance or improper performance of a certain obligation.
- If the Buyer fails to purchase the entire quantity specified in the contract or in the contract and punctual orders, or in the orders that are not subject to a written agreement, the Buyer owes the Seller damages equal to the amount of the damage caused, but no less than the value of the products not purchased, calculated according to the prices set-up by the Seller and the Buyer in the contract/order.

**6. PROVISIONS ON THE ENVIRONMENT AND OCCUPATIONAL HEALTH AND SECURITY TO BE COMPLIED WITH AT TRANSPORT OF THE PRODUCTS**

**a) Driver safety**

Drivers have the following obligations:

- to observe the driving and rest periods;
- not to use the mobile phone while driving;
- not to stand in range of the loading machine.

In case of transport of tubing:

- drivers should wear protective equipment consisting of: helmet, protective shoes, jacket and gloves.

**b) Load insurance**

Drivers have the following obligations:

- to know and follow the rules on loading, load distribution, securing and fastening transported goods;
- must not exceed maximum permissible total weight limits of vehicles;
- to ensure that the goods are loaded so as to provide safety during transport;
- check regularly during transport depending on road conditions the tension straps and adjust it.

In case of transport of tubing:

- The means of transport must be suitable for the transport of tubular material (wooden floor, front panel, shutters and columns); Open platforms, grain buckets are not accepted;
- The front panel must be flat and must cover the load height and width;
- The pipes shall be loaded against the front panel of the semitrailer to prevent movement during braking;
- The truck must be equipped with at least 12 (twelve) belts in good condition to resist a standard load of 500 daN (STF = 500daN);

**c) Accidents, Incidents**

Drivers have the following obligations:

- to know and follow the rules on the prevention of road accidents;
- to know and apply the measures to be taken after an accident or incident, in terms of securing the vehicle, protection of traffic participants and protection of goods;

**d) Environment protection**



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The means of transport must comply with technical requirements (annual technical inspections, periodical technical checks, loss of fluids, etc.)

Drivers have the following obligations:

to know and apply the measures to be taken after an accident or incident, in terms of environmental protection;