



WETTERBEST GENERAL TERMS AND CONDITIONS OF SALE

The Parties expressly and fully accept the general terms and conditions of sale below and they do not contain unusual clauses. All sales of products and/or accessories ('Product'/Products') by Seller/Supplier/Wetterbest SA will be subject to the terms and conditions set forth below. In case of inadvertences between this document and the clauses of the sales contract, these conditions prevail. No other terms and conditions apply to which the Buyer or its representative may refer in the orders, even if they have not been explicitly rejected by the Seller.

Article 1: DELIVERY

The delivery dates specified in an order confirmation are not mandatory, and the Seller assumes no responsibility for any delay, unless the delivery dates have been confirmed by the Seller in writing and without reservation in a separate document. Unless otherwise stated in the order confirmation, the products are sold DAP (delivery at place). The products will be delivered in the standard packaging of the Seller, with the standard labels and markings of the Seller. The commercial terms (such as 'DAP' and others) will be interpreted in accordance with the Incoterms 2020 rules published by the International Chamber of Commerce (referred to as 'Incoterms').

Article 2: OWNERSHIP AND RISK

The ownership of the products is transferred to the Buyer once the price has been paid in full to the Seller. Until then, the Buyer shall make sure that the products in its possession are always immediately identifiable at the place where the Buyer's premises are located as the property of the Seller. In case of resale, the Seller reserves the right to claim the amount corresponding to the value of the products. This reservation of title remains in force even when the sold products are in the possession of third parties. Upon the request of the Seller, the Buyer prepares all the documentation and manages all the necessary or desirable actions for the implementation of the Seller's title reservation in its client's country. Irrespective of any reservation of title, the responsibility for the safekeeping and risk of damage, destruction or loss of the sold products or any part thereof shall in any case be transferred to the Buyer from the moment the products are delivered to him/her, even in case of destruction or loss in case of force majeure.

Article 3: PRICES

The Buyer pays the price of the products as agreed with the Seller, without any deduction or reduction, unless the Seller has agreed otherwise in writing. The Seller has the right to index the agreed price for the undelivered products, according to the EU MEPS carbon steel price index for HD Galv. Coil (ref. 1997) without prior written notice or without the Buyer's consent, unless the indexed price is lower than the price agreed at the time of order confirmation.

Article 4: TAXES AND DUTIES

Each Party pays its taxes, duties, etc. due according to the incident legislation.

If the delivery of the Deliverable Products is exempt from VAT, because the delivery is intra-Community or due to the export destination of the delivered goods, and the Buyer transports the Products at its own risk and expense (Incoterm EXW, FOB, FCA etc.), then the Seller could apply



the VAT exemption only if the Buyer provides sufficient proof of transport and arrival in the country of destination for the Delivered Products.

Article 5: INVOICING - PAYMENT

Unless otherwise stated in the order confirmation or in invoices, all payments must be made within 30 calendar days of the invoice date (due date), without any reduction. If the payment has not been received by the due date, the Seller has the right, automatically and without the need for a notice of placement in default, to request interest based on the reference interest rate used by the National Bank of Romania, increased by 8 percentage points and rounded to half a percentage point higher, as established in the Government Ordinance No. 13/2011, Art. 3 (2.1) on the prevention of late payment in commercial transactions. Where a penalty of delay is due in accordance with the provisions of this Act, the Seller shall be entitled, by effect of law and without the need for placement in default, to the payment of a fixed compensation of EUR 40 for its own collection costs. In addition to this lump sum, the creditor is entitled to a reasonable compensation for all other collection costs in excess of this fixed amount and which have arisen due to late payment. The penalties calculated according to the sale and purchase contract signed by the Parties are added to the amounts mentioned above.

Failure to pay an invoice on the due date will result in the balance of all other invoices becoming due immediately, even if they were not yet due in accordance with the payment terms already granted, without the need for a placement in default. In addition, in such circumstances, or if the Buyer becomes insolvent or if the Buyer's credit is affected (for example, following the issuance of a Promissory Note or an uncovered check), or if doubts arise at any time regarding the Buyer's solvency due to the enforcement of court decisions and/or any other identifiable event, the Seller will have the right to change the terms of payment with immediate effect and to request payment in advance or in cash for deliveries that have not yet been made, or to request (other) guarantees, even if the goods have already been shipped in whole or in part. If the Buyer does not fulfil its obligations, the Seller declares the Buyer in default.

If the Buyer fails to remedy the situation within seven (7) days, the Seller reserves the right to suspend all deliveries, at its discretion, until full payment and/or until appropriate guarantees are provided. Alternatively, the Seller may request the resolution of the first right of sale without the intervention of the court, in accordance with Art. 9 of these Terms and Conditions, without prejudice to the rights of the Seller to all damages and interests it may claim. The Seller may request these amounts by registered letter or email or any other way that confirms the submission of the content.

Article 6: FORCE MAJEURE

Neither Party (Buyer and Seller are individually referred to as 'the Party' and collectively referred to as 'the Parties') shall be liable to the other Party for the failure or delay in fulfilling any of its obligations as a result of a situation of force majeure, such as, but not limited to, fires, explosions, strikes, riots, civil or international wars, invasions, epidemics, government enforcement act, storms, earthquakes, refusal of the authorities to grant import/export licenses or their cancellation, inability to obtain the products and/or raw materials and/or parts in a timely manner and/or in sufficient quantities due to a case of force majeure affecting a third party or any other cause beyond the reasonable control of the other Party. Force majeure is excluded in respect of payment obligations.



The Parties must inform each other in writing as soon as a force majeure situation arises.

If the Parties face a situation of force majeure, the performance of each of their contractual obligations shall be automatically and legally suspended for as long as the situation of force majeure persists.

If the force majeure situation lasts more than one month, the Seller has the right to unilaterally terminate the contract, without costs and with immediate effect.

Article 7: WARRANTY

The Seller guarantees (i) that, at the time of delivery, the products comply with the specifications contained in the order confirmation, taking into account the usual differences, in accordance with existing and generally accepted European standards, with the related tolerances and common uses applicable to the products. (ii) that a general warranty is granted for a period provided in the Warranty Certificate depending on the specifications of the sold product (referred to as 'Warranties'), provided that the Buyer complies with the obligations set out below as well as those in the Warranty Certificate, Storage and Transport Handling Instructions, Maintenance Instructions as well as in the Product Assembly Guides, available on the Seller's website.

7.1. Conditions governing the applicability of warranties

The warranties will apply only to the extent that the products or any of their components:

1. Are always transported and stored in the original packaging under the conditions indicated by the Seller (such as, among other things, covered and in a safe place, minimum temperature, maximum humidity level, neutral atmosphere etc.) or, in their absence, at least in accordance with generally accepted practices for this type of product;
2. Are handled at all times in accordance with the instructions and directives of the Seller or, in their absence, at least with the generally accepted care and caution for this type of product;
3. Are stored, installed and maintained in accordance with the instructions and guidelines (including product brochures in the catalogue) of the Seller or, in their absence, with at least the same care and diligence as those normally accepted for this type of product, in order to avoid damage to products and/or to identify and report any irregularities immediately;
4. Have not been incorrectly stored prior to processing or placing the products or any unauthorised adjustment, modification or repair or attempts of adjustment, modification or repair;
5. Were at any time 'normally used' for the purpose for which they were intended and were not used, misused, damaged or used incorrectly in any way. For the purposes of this clause, 'normally used' means regular, usual and routine use of the product concerned, as provided and/or recommended by the Seller;
6. Have been permanently maintained in accordance with the instructions of the Seller or, in their absence, at least at regular intervals and in accordance with generally accepted practices for this type of product;
7. Specifically, the Buyer and, in the case of resale, the customer and its end user, are obliged to take the following measures (in compliance with all rules of correct performance and all safety and precautionary measures when executing the instructions below):



- a. Removal of the foil within one month from delivery, in the case of Products with protective foil;
- b. To store the products as follows: the products must be stored in a dry place (under a roof or tarpaulin), there must be no water left between the products, the storage place must be sufficiently ventilated and the products must not be stored for more than 1 month after delivery.
- c. If the cutting edges are not covered or if corrosion occurs, to take immediate measures for retouching with materials and in accordance with the methods established by the Seller; and
- d. To periodically check, at least once a year, the assembled products; and
- e. To clean and retouch products, if necessary, on a regular basis so as to comply with the Seller's guidelines and instructions or, in their absence, in the manner and with the same care and diligence that are generally accepted for this type of product.

8. In no event shall the Seller be liable for any defect, absence, loss or damage to the products or any component thereof resulting from (i) failure to comply with the conditions set out in Article 7.1., or (ii) condensation, mold or any other stains attributable to storage and/or maintenance and/or installation which is not in accordance with the Seller's directives and instructions or, failing that, in accordance with generally accepted practices for this type of product, or (iii) corrosion of uncovered cutting edges or corrosion due to product reaction and/or coating on corrosive substances and gases, containing acids, bases or solvents or abrasives, or (iv) wear or (v) conditions that may accelerate the corrosion process of the steel, such as, but not limited to, climatic conditions such as exposure to extreme temperatures, or salt and/or sand in the environment, or other effects resulting from inside the building, or as a result of the presence of contaminants or abnormal air pollution or contact with vapours or aggressive chemicals, the emission of gases, vapours or harmful chemicals from natural or artificial sources or animal/bird droppings, etc. at or within a radius of 500 meters from the place where the products were placed, or (vi) accumulation of dirt or formation of puddles on roofs and/or insufficiently closed covering areas through which water and other polluted substances are retained, or (vii) installation of other products and accessories (including, but not limited to) solar panels or any other activity that puts additional pressure on the Seller's Products, except for the use and application of the Products recommended by the Seller for this purpose in its Product Range, in accordance with the Seller's product brochures.

7.2 Shades and colours

Unless expressly agreed in writing, the Seller does not guarantee the uniformity of shades and colours for products from different batches. If the above stipulations are agreed, this uniformity will be assessed in accordance with local practices acceptable in the sector at that time and will apply only to all products or any part confirmed as such by the Seller and ordered by the Buyer in one (1) order (from the same batch of steel). The colour diagrams and/or colour photographs of the products in the Seller's catalogue, brochures and other prospecting materials are for advertising purposes only and may differ from the actual colours and shades delivered.

7.3 Remedies under guarantees

7.3.1. If, in respect of products not yet processed or installed, the Seller acknowledges that the delivered product or any part thereof does not comply with the warranties, the Seller shall, at its own expense and discretion, either: (i) repair, correct or adjust the product or component concerned;



or (ii) replace the product or its component(s); or (iii) reimburse their price; or (iv) if the price has not yet been paid in full or has been paid in part only by the Buyer, reduce the price; or (v) terminate the contract with a refund of the corresponding purchase price.

A replacement component must be at least a functional equivalent of the original component. The replaced product and/or component(s) become the property of the Seller and, upon the request of the Seller, are returned by the Buyer to the Seller, at the risk and expense of the Seller.

7.3.2. The repair of Products and/or components installed and processed under Warranties covers the cost of materials. However, this will not extend the initial duration of the warranties.

7.3.3. The return of the defective product or component to the Seller and back to the Buyer:

a. Under no circumstances will the Buyer return to the Seller a defective product or any component thereof without the prior written approval of the Seller.

b. Before returning any defective product or part thereof to the Seller, the Seller will determine, in consultation with the Buyer, whether the repair or replacement of the defective product will be performed at the place where the product is installed, at the Seller's premises or at any other place designated by the Seller.

c. The costs of production, packaging, transport and insurance in respect of the shipment of the product or part thereof alleged to be defective to the Seller for repair or replacement shall be borne by the Buyer if it is proved that no repair or replacement was necessary. These costs will be borne by the Seller if it is established that essential repairs have been required or that replacements need to be made.

7.3.4. The remedies provided for in Article 7.3.1 are the only options for the Buyer and represent the sole and unique responsibility of the Seller with regard to the Warranties incumbent on it, which shall never exceed the applicable selling price of the Product to be replaced, which means that any compensation for any resulting damages is excluded.

The remedies provided for in Article 7.3.2 shall entitle the Buyer to additional compensation for installation or removal costs in relation to market rates, only if it is established that the defect did not exist and was not detectable before the assembly or installation of the product; and provided that the Buyer complies with its obligation to limit damages and strictly comply with all assembly/installation procedures and provided that compensation for any resulting damages is excluded.

The warranties included in these conditions do not apply to products purchased by the Buyer in the condition in which they were known by the Buyer with visible defects and deformations and/or to products that are specifically marked on invoices as 'non-prime', 'used' or any other equivalent and sold as such.

7.3.5. Any technical advice provided by the Seller before and or during the use of the products, either orally or in writing, is provided in good faith, based on current scientific knowledge. The advice does not relieve the Buyer in any way of its obligation to assess the products delivered by the Seller in terms of their suitability for the processes and/or applications provided and to use them exclusively for these purposes. Thus, the use and processing of products for a specific application is carried out under the exclusive responsibility of the Buyer and according to the construction legislation.



Article 8: COMPLAINTS

8.1. Visible defects

The Buyer must inspect the products at the time of delivery, including the quantity, sizes, weight and conformity with the data listed in the order confirmation/delivery note and must record any visible damage to the products on the enforceable consignment note. Unreserved acceptance by the Buyer means that the accepted delivery is in full compliance with the order confirmation and the delivery note. Any reservation on the part of the Buyer related to any deviation regarding the content of the order confirmation must be followed by a written complaint sent to the Seller within 72 hours from the delivery of the product, under forfeiture of the right.

If the products are transported at the expense and/or risk of the Buyer, it must send a reasoned and detailed complaint to the Seller by registered letter with acknowledgment of receipt and, in the case of transport by MRL, to the carrier for any loss and/or damage of the products during transport.

The contested products must be made available free of charge to the Seller so that it can carry out any inspection of its own (judicial or extrajudicial) and can only be returned to the Seller with its prior written consent.

8.2. Hidden vices

The Seller must be notified in writing of any claims for repair or replacement based on the Warranties provided for in Article 7, within eight (8) days from the date on which the defect or deficiency was discovered or observed or could have been observed for the first time.

Article 9: TERMINATION

The Seller has the right to terminate the contract with the Buyer in the following cases:

1. at any time, with immediate effect, without the need for a court decision and without any form of compensation, in the event of (i) suspension of payment or (a claim for) bankruptcy of the Buyer, or (ii) in the case of the liquidation or termination of the Buyer's activities or (iii) if (part of) the Buyer's assets are confiscated;
2. if the Buyer does not fulfil its obligations to the Seller, including (but not limited to) the financial obligations, at any time, despite a written notice of breach of obligations for a period of seven days.

If the Seller has already delivered the products, it is entitled, without prejudice to all its rights, to take possession of its identifiable products, without the involvement of a court and if the Buyer or trustee, liquidator or representative provides ad hoc assistance to the Seller.

Article 10: CANCELLATION / NON-ACCEPTANCE OF AN ORDER BY THE BUYER

The Buyer accepts that the order is final from the moment it is placed. The order may not be modified, cancelled or revoked, unless there is a prior written approval of the Seller.



If the Buyer does not accept the delivery of the Products on the agreed delivery date due to an event that cannot be attributed to the Seller, the Seller, without notice of placement in default or any other notice to that effect, will be entitled to charge storage costs at a rate of 0.5% of the invoiced value of the Products per week starting from the date of initial delivery for a maximum period of ninety (90) days.

If the Buyer does not accept the delivery of an order, the Buyer must pay the Seller the full value of the order as a lump-sum compensation, despite the fact that the storage is limited to ninety (90) days. Advances already received will be used by the Seller for the aforementioned compensation. The Parties agree that production also means the purchase by the Seller of raw materials and/or materials that are not used frequently.

Article 11: LIMITATION OF LIABILITY

Without prejudice to the provisions of Article 7 and except in the case of gross negligence or deliberate intent on the part of the Seller, the Seller's liability is expressly limited to the value of the products delivered.

The liability of the Seller for all indirect or direct damages is excluded.

Article 12: THE RIGHTS OF THIRD PARTIES

The Seller shall have no liability and no obligation for any Product or any part thereof that (i) is based on the specifications, designs, patterns or other data provided by Buyer or (ii) has been unilaterally adjusted by a party, other than the Seller; or (iii) to the extent that the Buyer continues the infringement activities after being offered adjustments to avoid infringement, or (iv) when using the product or its combination with other products, processes or materials or their reciprocal composition, rather than the product in itself, is the main cause of the violation.

If it has been established by a court decision that the Seller has infringed or appropriated the rights of third parties or, at the discretion of the Seller, when the Seller finds that the rights have been misused or infringed, it may, at its own expense, decide to (i) modify the Product in a manner that no longer infringes or misappropriates the rights of third parties; or (ii) attempt to obtain a license or other right to use the Product; or (iii) replace the Product in question with a product that does not infringe the rights. If the above options are not available on commercially reasonable terms and conditions and/or within a reasonable period, the Seller may request the return of the product and reimburse the Buyer for the amount it has paid for the product, less any ancillary compensation.

The remedies provided for in Article 11 shall be the only remedies available to the Buyer for compensation. The Seller is not liable for direct or indirect damages.

Article 13: CONFIDENTIALITY - INTELLECTUAL PROPERTY RIGHTS

Unless the Seller has expressly agreed in writing to do so, the Buyer will not in any circumstances disclose to the public or to third parties any confidential information or information that is held by the Seller or is under its control.

All patents, trademarks, copyrights and/or any other intellectual property rights and/or any proprietary or confidential information relating to the products remain the property of the Seller or its



licensor. None of the foregoing shall be construed to offer Buyer any rights, titles or interests or licenses under any intellectual property right owned or held by the Seller, and Buyer is not authorised to disclose any confidential information, even of a commercial nature, with regarding these intellectual property rights, under penalty of compensation for proven damages.

Article 14: USE OF VISUAL MATERIALS

The Buyer agrees that the Seller shall take photographs of the projects created with its materials and use them for advertising purposes (online and offline communication).

Article 15 - SEVERABILITY

Any partial invalidity, nullity, viability or inapplicability of one or more provisions of these general terms and conditions shall not affect the validity, viability and applicability of the other provisions. Where appropriate, the Parties undertake to replace the provision in question with a valid, viable and applicable clause which corresponds as far as possible to the original purpose of the provision in question.

Article 16: TRANSFER

Neither Party may, without prior written consent, transfer the benefits or obligations arising out of the contract, in whole or in part, in one way or another, to third parties, except the Seller who may assign the contract without the Buyer's consent, (i) to an affiliated company or a third party under an assignment, division, merger or exchange of a department/branch of the Seller or (ii) by factoring. In this case, the contract is valid and enforceable and applies for the benefit of the legal successors of either Party.

Article 17: APPLICABLE LAW AND COMPETENT COURTS AND THE PREVALENCE OF THE DUTCH LANGUAGE.

All sales contracts are considered to be concluded at the Seller's registered office, even if not specified otherwise. Therefore, as regards their implementation and interpretation, as well as any disputes, only the Romanian legislation applies. Any dispute between the Seller and the Buyer will be resolved by the materially, generally and territorially competent courts in the Seller's district. The provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods, known as the 'Vienna Convention', do not apply.

In case of contradictions between the Romanian version of the general conditions of sale and a version written in another language, the Romanian text prevails.

Article 18: CONFIDENTIALITY

To the extent that personal data are processed in the context of the execution of the work, these personal data will be processed properly and carefully and in accordance with the Romanian Law on Personal Data Protection and the General Data Protection Regulation (EU). Technical and organisational measures will be taken to protect personal data against loss or any other form of illegitimate processing, taking into account the technical knowledge and the nature of the processing.