GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER

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ARTICLE 1 -GENERAL PROVISIONS

1.1 The General Terms and Conditions of Purchase set forth below ("GTC") shall apply to all purchases of materials and services made by DRASS Romania, acting as Buyer, from its Suppliers located either in Romania or abroad.

1.2 The purchases made by DRASS Romania (the "Buyer") may consist of goods, services, or both goods and services. The goods and/or services included in the Buyer's Purchase Order shall constitute the "Purchase". The Purchase Order may include all goods and/or services contained in the quotation previously submitted by the Supplier (the "Supplier"), or only part thereof.

1.3 These General Terms and Conditions of Purchase form an integral part of the Purchase Order (the "Order") placed by the Buyer with the Supplier and shall prevail over and supersede all prior negotiations, undertakings, or representations relating to the Order, whether written or oral. They shall also supersede and take precedence over the Supplier's terms and conditions.

1.4 The Buyer shall inform the Supplier of the intended destination of the Purchase whenever the Purchase, in whole or in part, is made for the benefit of one of the Buyer's customers (the "Customer").

ARTICLE 2 - PURCHASE ORDER AND VARIATIONS

2.1 The Buyer's Purchase Orders shall be binding upon the Supplier under these GTC and only upon the Supplier's written confirmation of the Purchase Order. Any amendments unilaterally made by the Supplier to the Purchase Order or relating thereto, as well as any other modifications or additions made by the Supplier, shall not be binding upon the Buyer and shall have no effect unless expressly accepted by the Buyer. The Order shall be deemed accepted by the Supplier if it is signed by the Supplier's representative and transmitted to the Buyer by e-mail to the electronic address referred to in Article 25 or to the address specified by the Buyer in the Order. The Order signed and returned to the Buyer in accordance with these GTC shall constitute a binding Contract between the Parties. The Order shall also be deemed accepted by the Supplier where the Supplier confirms the Order by issuing an order confirmation, a proforma invoice, or an advance payment invoice, or where acceptance is unequivocally evidenced by the Supplier's conduct, including commencement of performance of the Order, initiation of production, procurement of materials, preparation for delivery, shipment of the goods, or the performance of any other act in execution of the Order.

2.2 In the absence of the Supplier's written acceptance or explicit rejection of the Order within 5 (five) business days from the date of issuance of the Order, the Buyer may revoke the Order without any further obligations or liability. However, if the Supplier neither sends a signed Order to the Buyer nor explicitly rejects the Order, and the Order is not revoked by the Buyer within seven (7) business days, such Order shall be deemed to have been accepted by the Supplier and shall become a Contract upon expiry of the aforementioned period.

2.3 At any time, the Buyer may amend the Order by means of a written notice sent to the e-mail address specified in Article 25. Such amendments may include an increase or decrease in the quantity of the Purchase, a modification of the nature, quality, type, or execution of the Order or any part thereof, as well as changes to the delivery date, shipping or packaging method, inspection standards, and delivery address. In the event that an amendment affects the purchase price, delivery date, labor, services and/or purchases already performed by the Supplier up to the date of the amendment (including, without limitation, reductions in ordered quantities, design modifications resulting in the re-execution of assemblies or subassemblies, etc.), the Buyer and the Supplier shall mutually agree upon a fair and equitable adjustment accordingly. The amendment and any such adjustment shall be established by means of a change notice, documented through a revision of the Order and signed by both Parties.

2.4 In the case of services and/or purchases already performed by the Supplier in connection with the Order prior to the request for its amendment (including, but not limited to, reductions in ordered quantities, design modifications resulting in the re-execution of components, assemblies and/or subassemblies, etc.), an amount equal to 10% of the costs incurred and evidenced by the invoices of suppliers/service providers shall be added thereto, representing internal administration and handling costs.

2.5 Nevertheless, the Supplier reserves the right to reject any change or modification to the Purchase requested by the Buyer that the Supplier considers incompatible with its design and manufacturing capabilities. The Supplier shall also have the right to notify the Buyer if any change requested by the Buyer is assessed by the Supplier as being unsafe or not recommended from a technical or quality perspective.

2.6 The Supplier shall not make any unilateral modification unless such modification has been requested or authorized in writing by the Buyer. The modification shall be expressly identified in a separate Purchase Order document (Revision of Existing Purchase Order - "Purchase Order Rev. X", where X represents the revision number). By signing the revised Purchase Order, the Supplier shall confirm its unconditional acceptance thereof.

2.7 Any changes to the Order resulting from circumstances for which the Supplier is responsible shall not entitle the Supplier to request, claim, or otherwise seek any amendment to the Purchase Order.

ARTICLE 3 – DELIVERY

3.1 The delivery of the goods, quality assessment, and transfer of risk from the SUPPLIER to the BUYER shall be carried out in accordance with the provisions of the Order and pursuant to INCOTERMS 2020.

3.2 Where the characteristics or specific nature of the consumables forming part of the Purchase require compliance with special protection standards, the Supplier shall identify such standards by means of special labels, written instructions, or explanatory notices provided in a timely manner during the delivery phase. The Supplier shall ensure and warrant that the goods forming the subject matter of the Order are properly packaged and secured so as to allow their arrival at the destination in the best possible condition.

3.3 If the Supplier intends to deliver the goods prior to the delivery date specified in the Order, it shall notify the Buyer of the anticipated early delivery in due time, so as to allow the Buyer to arrange for the receipt of the products covered by the Order and to confirm whether such early delivery is acceptable. Should such early delivery not be acceptable to the Buyer, the Supplier shall be solely responsible, at its own cost and risk, for safely storing the products intended for the Buyer so that they remain available until the delivery date stipulated in the Order.

3.4 Each delivery shall be accompanied by a copy of the delivery note/dispatch note, including the Purchase Order references, a description of the delivery contents, the corresponding quantity and weight (depending on the unit of measure specified in the Order), and all other information specified in the Order.

3.5 Delivery of the Purchase shall not constitute any implied acceptance thereof by the Buyer, such acceptance being conditional upon the successful verification of the Purchase's conformity with the Purchase Order and the absence of any defects.

3.6 The Buyer shall have the right to notify the Supplier, even after acceptance of the Purchase and irrespective of whether the relevant invoices have been paid, of any defects or non-conformity of the goods with the Order, in accordance with Article 5. In such case, the Supplier shall promptly remedy the non-conformity and replace the defective products with compliant and fully functional products, in accordance with the same Article 5.

3.7 Prior to delivery, the Buyer shall send a representative/inspector, or a team composed thereof, to the Supplier's premises for the final acceptance test (FAT). The Supplier shall provide all necessary equipment, qualified personnel, test facilities, and any other resources required for testing.

3.8 The Supplier warrants that the personnel engaged in activities related to the Order are and shall be treated in compliance with all applicable laws governing remuneration, contributions, taxes, social security, and all legislation in force relating to employment relationships (including laws, regulations, and collective bargaining agreements) or collaboration arrangements. Such personnel shall possess the qualifications required and be suitable for the work performed in the execution of the Order.

3.9 The Supplier shall at all times ensure and warrant that it possesses and maintains all licenses, permits, consents, and authorizations required to lawfully perform its obligations under the Order.

3.10 In the event of an increase in the manufacturing workload resulting from technical modification requests made by the Buyer, the delivery schedule shall be extended by the time required to implement such modifications, and the revised delivery date shall be agreed in writing through an Addendum to the Order. The revised delivery date shall be communicated in real time and in a proactive manner, rather than after completion of the production phase.

3.11 Furthermore, the Supplier shall not be liable for delivery delays attributable to the Buyer during the execution of the Products, including delays exceeding three (3) working days beyond the maximum periods agreed in the Purchase Order regarding the approval of technical manufacturing documentation and/or technical communications, the delivery of free-issued materials for which the Buyer is responsible, and similar circumstances.

3.12 Likewise, the Supplier shall not be liable for delivery delays attributable to the Buyer after completion of the Products, including the failure to provide transportation in a timely manner (under EXW, FCA, FAS, or FOB delivery terms), postponement of the delivery of the Products, failure to make payment for the Products in accordance with the provisions of the Order, and similar circumstances.

3.13 If the delivery delay arising from the aforementioned circumstances exceeds twenty (20) calendar days, the Supplier shall, as applicable:

suspend the Purchase Order on the basis of a Notice sent to the Customer by e-mail;
place the Products into custody/storage on the basis of a "Storage Notice" issued and transmitted to the Buyer.

3.14 Payment shall be made by the Buyer within thirty (30) days from receipt, by e-mail, of the Notice and the corresponding invoice relating to the Products held in custody/storage.

3.15 Furthermore, in such circumstances, the Supplier shall store the Products at its premises and shall be entitled to recover from the Buyer the corresponding storage and insurance costs. Should the Buyer fail to pay the storage and insurance charges within thirty (30) days from receipt of the relevant invoice, it shall be liable for penalties in accordance with these GTC.

ARTICLE 4 - LIQUIDATED DAMAGES

4.1 The delivery deadlines, both final and interim, as well as the payment deadlines, as agreed upon and specified in the Order and any other contractual documents, shall be deemed binding.

4.2 Should the Supplier fail to deliver the Purchase, or any part thereof, by the delivery date specified in the Purchase Order, unless justified by a Force Majeure event, the Buyer reserves the right to claim delay penalties at the rate of 0.1% for each day of delay, calculated on the value of the products not delivered on time, provided that such penalties shall not exceed 10% of the value of the products not delivered on time, unless otherwise agreed in the Order.

4.3 In addition to the amount of the liquidated damages, the Buyer shall be entitled to compensation for any subsequent direct damages, provided that such damages are duly substantiated by documentary evidence.

4.4 The acceptance of a delayed delivery under the Order shall in no event be construed as a waiver by the Buyer of its right to claim compensation for direct damages, unless and until such compensation has been paid in full to the Buyer within the timeframe required by the Buyer. The Supplier shall be liable only for those damages that it could reasonably have foreseen, at the time of entering into the Contract, as a consequence of non-performance, unless such non-performance is intentional or results from the Supplier's gross negligence. Even in such cases, damages shall be limited solely to the direct, necessary, and immediate consequences of the breach of the relevant obligation.

4.5 The Supplier shall promptly notify the Buyer, acting in good faith, if it foresees any difficulties that may impair its ability to deliver the Purchase in a timely manner and at the required quality level. However, such notification shall not relieve the Supplier of any liabilities arising from delays in the performance of its obligations.

4.6 In the event that the delay exceeds ten (10) weeks from the agreed delivery date, the Buyer may declare the Contract terminated in accordance with Article 13 below and shall be entitled to recover any damages already accrued (including direct damages and delay damages), as well as compensation for any other damages suffered after the date of termination due to the Supplier's fault.

4.7 The Parties expressly acknowledge and agree that any amount payable under this Article does not constitute an unlawful or excessive penalty but rather fair and reasonable compensation for the damages incurred as a result of the failure to deliver in accordance with the applicable delivery terms outlined in the Purchase Order.

ARTICLE 5 – WARRANTY

5.1 The Supplier shall be obliged to deliver to the Buyer and/or to any third-party customers designated by the Buyer, the products specified in the Purchase Order and its appendices, free from manufacturing defects, operational malfunctions, or non-conformities, suitable for normal use and/or for the specific purpose for which it is intended and manufactured, in compliance with all applicable laws and regulations. The delivered Products shall comply with all legal requirements and regulations relating to the manufacture and sale of goods, as well as all quality and certification requirements specified by the Buyer.

5.2 The Supplier grants a warranty period of twelve (12) months commencing from the date of issuance of the Commissioning Acceptance Certificate by the Buyer.

5.3 For delivered Products intended to be interconnected with and/or incorporated into other systems, assemblies, or equipment of the Buyer or its Customers, the warranty period of twelve (12) months for the Products specified in the Purchase Order shall commence on the date of issuance of the Commissioning Acceptance Certificate executed by the Buyer and its Customer, which shall take place within a maximum of three (3) months from the delivery of such Products by the Supplier.

5.4 Until the expiration of the warranty period, the Supplier shall remain responsible for correcting and repairing all errors, failures, defects, non-conformities, or deficiencies of any kind, including, but not limited to, defective design, defective materials, or defective workmanship affecting the Purchase. The Supplier shall bear all costs and expenses associated with the replacement, correction, or rework of any product which, for any reason, is incorrect or not in compliance with the Order, exercising the required standard of care and diligence. Where, at the Customer's express request, the repair of equipment is required on board the Customer's vessel, the costs incurred for the rental of tools and equipment that cannot be transported by the Supplier's personnel shall be borne by the Buyer, or the Buyer shall make such tools available.

5.5 Should it be necessary for the Supplier to retrieve the Purchase for repair by third parties and/or at its own premises, the Buyer shall provide assistance to the Supplier with respect to the dismantling of the equipment from the vessel, transportation from the vessel to the quay, rental of the facilities required to perform the repair (dock, crane, etc.) or any other means used for repairing the equipment, as well as transportation to the Supplier's premises or any other location designated by the Supplier. The costs associated with such operations shall be borne equally by the Buyer and the Supplier on a 50/50 basis.

5.6 The Buyer shall notify the Supplier of any error, failure, or non-conformity within a maximum of two (2) working days from its discovery and shall provide the Supplier with sufficient and specific information regarding such non-conformities. The Supplier shall acknowledge receipt within a maximum of one (1) working day from the date of such notification.

Priority Level	Response Time	Time to Provide a Workaround Solution	Resolution Time
Urgent	30 minutes	4 - 8 hours	To be agreed between the Parties as the shortest possible period depending on the nature of the defect
Critical	2 hours	24 hours	
Major	4 hours	1-2 business days	
Minor	1 day	2 business days	

- **Response Time:** the period of time elapsed between the Buyer's reporting of an incident and the response received from the Supplier. It shall apply during the Supplier's normal business hours, namely Monday to Friday, from 08:00 to 17:00.
- **Resolution Time:** the period of time elapsed between the Buyer's reporting of an incident and the final resolution of such incident.
- **Time to Provide a Workaround Solution:** the period of time elapsed between the Buyer's reporting of an incident and the Supplier's proposal of a temporary workaround solution that enables the product to operate without affecting its critical functionalities until the incident is permanently resolved, while maintaining the equipment's full functionality and performance.

5.7 For all corrective actions and repairs, the Supplier warrants that all work shall be carried out using new and unused parts and components.

5.8 In the event that the defects or non-conformities are not fully remedied within thirty (30) days, the Buyer shall be entitled to terminate the Purchase Order for default, without prejudice to its right to withhold payment of the purchase price and/or to seek reimbursement of any amounts already paid in connection with the defective or non-conforming delivery.

5.9 If the Supplier fails to commence the remedy of a defect or non-conformity immediately upon the Buyer's request in urgent cases, particularly in order to eliminate an imminent danger or prevent further damage, the Buyer shall be entitled to undertake such corrective action itself or have it performed by a third party at the Supplier's expense.

5.10 In any event, the Buyer shall be entitled to claim compensation for any direct damage arising from a defect or non-conformity of the supplied goods, provided that the Supplier has failed to fulfil its remediation obligation within the period agreed in writing by the Parties and that such damage is supported by documentary evidence.

5.11 The Buyer's acceptance of the Purchase Order and/or payment for the products covered by the Order shall not affect the exercise of any applicable legal and/or contractual remedies.

5.12 The costs associated with returning the Purchase to the Supplier, as well as the assembly/disassembly or replacement of the goods by the Buyer, shall be managed in accordance with the provisions of Article 5.5.

5.13 Where the goods delivered by the Supplier are non-conforming or non-functional and fail to meet the Buyer's requirements, the Buyer may return such goods to the Supplier. In such case, the Supplier shall be liable to reimburse the Buyer for all amounts paid by the Buyer to the Supplier as the purchase price of the products, as well as any amounts paid by the Buyer for transportation or any other costs incurred in connection with the non-conforming products under the Purchase Order. Such amounts shall become due and payable within thirty (30) days from the Buyer's notification. This remedy shall constitute a final remedy only after all corrective measures have been exhausted, including, but not limited to, repair of the goods, replacement of the goods, or recourse to third parties for repair and/or replacement. However, if such corrective measures are not exhausted within a reasonable period of time, the Buyer shall be entitled to notify the Supplier and declare such amounts immediately due and payable, without objection from the Supplier.

5.14 In the event that the Parties are unable to agree on the nature of a defect, the Supplier shall continue to fulfil its warranty obligations in accordance with this Section, while the Parties shall simultaneously engage an independent third-party expert to determine the cause of the defect and the responsibility for its occurrence. If the findings of the independent expert exonerate the Supplier from liability, the Buyer shall reimburse all costs incurred by the Supplier. The independent third party shall be appointed by mutual agreement of the Parties, acting in good faith and without undue delay.

ARTICLE 6 - TRANSFER OF RISK AND TITLE

6.1 The risk associated with the supply of the Purchase covered by the Purchase Order shall pass from the Supplier to the Buyer upon delivery of the goods in accordance with INCOTERMS 2020.

6.2 Title to the Products shall transfer only upon full payment thereof by the Buyer in accordance with the contractual payment terms. Any retention of title clause relating to the Products covered by the Purchase Order proposed or introduced by the Supplier shall have no validity and/or effect between the Parties, and the Supplier shall have no right of retention over the Products.

ARTICLE 7 - FORCE MAJEURE

7.1 Neither Party shall be liable for any failure or delay in the performance of the Purchase Order to the extent that such failure or delay results from causes beyond that Party's reasonable control and occurs without its fault or negligence, including, without limitation, governmental restrictions (including the refusal or cancellation of any export license or other required licenses), war, insurrection, epidemics, earthquakes, or any other events directly affecting either Party, their suppliers, subcontractors, or carriers in connection with the delivery of the goods, provided that the affected Party gives notice of such inability to perform. Each Party shall use all reasonable efforts to mitigate any delay or interruption in performance.

7.2 If a Party is or will be prevented from performing any of its obligations under the Purchase Order due to a Force Majeure event, it shall promptly notify the other Party in writing within five (5) business days from the occurrence of such event, specifying its nature, commencement date, the obligations that are or will be affected, and its expected duration. The Force Majeure event must be certified by the Chamber of Commerce or another competent authority.

7.3 The affected Party shall notify the other Contracting Party of the cessation of the Force Majeure event within forty-eight (48) hours from its termination. Failure to notify the other Party of the Force Majeure event within the time limits and under the conditions set forth above shall render the affected Party liable for any damage caused to the other Party.

7.4 The time limits for performance of the obligations under the Purchase Order shall be extended by a period equal to the time lost due to the Force Majeure event.

7.5 If a Force Majeure event or its consequences continue for a period exceeding sixty (60) days, the Party not affected by such event shall be entitled to terminate the Purchase Order in accordance with Article 13, upon prior notice to the affected Party.

ARTICLE 8 - INSPECTION AND TESTING

8.1 The Supplier undertakes to ensure that the supply complies with the characteristics and regulations in force within the Member States of the European Union, particularly with regard to hygiene, health, safety, and environmental protection requirements, as well as the technical, functional, and quality specifications defined in the Purchase Order and its appendices.

8.2 Furthermore, if the conformity of the Products is required to be confirmed by the Buyer and/or certified by a Certification Authority, as specified in the Purchase Order or its appendices, the representatives of the Buyer and/or such Certification Authority shall have the right to inspect and test the Purchase in accordance with the Purchase Order at no additional cost to the Buyer. The testing method shall follow the procedures specified in the Purchase Order or its appendices.

8.3 The Supplier shall notify the Buyer of the final testing of the Purchase covered by the Order so as to enable the Buyer's representative to attend the tests. Such notice shall be provided at least fourteen (14) days in advance and shall include copies of all information and other documents reasonably required to verify the tests and demonstrate compliance. In the event that the Supplier fails to comply with the Buyer's rights regarding participation in the testing process, the Buyer shall be entitled to reject the test, providing a clear explanation of the Supplier's non-compliance.

8.4 Following the testing of the Products covered by the Order, if any such Product or any part thereof is found to be defective or non-compliant with the Order, the Supplier shall repair, replace, or otherwise remedy the rejected Product within a period agreed in writing by the Parties, taking into account the nature of the defect. Upon expiry of the remediation period, the Supplier shall resubmit the same Product for testing and shall bear all costs associated with such re-testing, including the fees of the Certification Authority for tests performed at the Supplier's workshops and/or facilities, in accordance with the specifications set forth in the Purchase Order.

8.5 If such defects cannot be remedied, the Parties agree that the amount corresponding to the value of the defective Product constituting the Purchase, or the relevant part thereof, shall be deducted from the amounts due to the Supplier. No payment shall be due by the Buyer to the Supplier for delivered Products until they have successfully passed the required testing.

8.6 The Supplier shall provide the Buyer and/or its Customer and/or their designated representatives with full cooperation and access to the Supplier's or its subcontractor's premises where the Purchase, or any part thereof, is being performed, for the purpose of optimizing delivery schedules, conducting audits and inspections, attending testing and re-testing activities, verifying compliance with the Purchase Order, and carrying out any other checks deemed necessary by the Buyer to ensure that the supply is being performed within the agreed parameters and timelines.

8.7 The Buyer's visits and inspections may take place only after the Buyer has informed the Supplier of the scheduled date of such visits and/or inspections, and the Supplier has confirmed the same in writing.

ARTICLE 9 – PRICE

9.1 The prices specified in the Purchase Order shall constitute full compensation for the execution of the Products by the Supplier and for the performance of all obligations incumbent upon the Supplier under the Order. Unless it is expressly provided that the relevant obligation shall be performed by the Buyer at its own expense, all materials, goods, equipment, personnel, engineering services, and any other items to be supplied or performed by the Supplier shall be deemed to be included in the rates and prices agreed in the Order.

9.2 All prices and rates set forth in the Purchase Order shall be firm and fixed, exclusive of VAT where applicable and as required by law, and shall not be subject to exchange rate fluctuations of any kind during the term of the Order.

9.3 Where a price has not been predetermined in a Purchase Order and is to be established based on documented and incurred costs, any additional costs shall therefore be recognized by the Buyer only if they have been previously substantiated and approved in writing.

9.4 Payment for the Purchase by the Buyer shall be made in accordance with the terms and conditions set forth in the Purchase Order.

9.5 Where the Order provides that the Products are to be installed, assembled, or commissioned, as applicable, involving activities in addition to the mere supply of materials, delivery shall be deemed completed only upon the successful installation, assembly, or commissioning of the Products in accordance with the procedures agreed in the Order. Should such activities fail to ensure the full functionality of the Purchase as provided for in the Order, the provisions of Article 5 shall apply.

9.6 Where the Purchase Order provides for partial and/or phased deliveries, the Parties acknowledge that the obligations thereunder shall be deemed fully performed only upon complete delivery of the entire Purchase Order. For delivery terms agreed individually for each line (item) of the Purchase Order (forming part of the Purchase), reference shall be made to the specific provisions agreed in the Order.

ARTICLE 10 – PAYMENTS

10.1 Each payment shall be made in accordance with the terms and conditions set forth in the Purchase Order.

10.2 The Supplier shall submit to the Buyer the invoices corresponding to each payment milestone specified in the Purchase Order, for the amounts corresponding to the price specified therein. Such invoices shall be paid by the Buyer by bank transfer to the bank account designated by the Supplier. Each invoice shall be properly supported by the relevant documentation and evidence in order to comply with the Purchase Order.

10.3 Each invoice shall include the Purchase Order number, delivery description, quantity, unit price, currency, and payment terms agreed in the Order. If an invoice lacks one or more of the material items of information referred to above, the Buyer shall request the Supplier to make the necessary amendments and/or additions, and the payment period shall be recalculated from the date of receipt of the corrected invoice. The Buyer shall not be held liable in any way for payment delays resulting from such material deficiencies or similar irregularities.

10.4 The Buyer shall process the invoices issued by the Supplier through its internal invoice approval procedures. The time required by the Buyer for the approval of the Supplier's invoices shall be included within the applicable payment period.

10.5 If the Buyer disputes any item of an invoice, in whole or in part, or if the invoice has been incorrectly issued, including with respect to compliance with applicable tax legislation, the Buyer shall be entitled to request that the Supplier issue a credit note for the disputed portion or, where applicable, for the entire rejected invoice, stating the reasons for such rejection. Upon receipt of such credit note, the Buyer shall pay the undisputed portion of the disputed invoice.

10.6 The Buyer shall be entitled to withhold payment only in respect of amounts related to specific milestones (e.g. engineering/documentation preparation, securing the material base, specific technological operations, quality documentation, etc.) that have not been fulfilled by the Supplier in accordance with the GTCP or the Purchase Order.

10.7 If the Buyer fails to pay the price specified in the Purchase Order in accordance with the terms and conditions set forth therein, without justification due to Force Majeure or the non-conformity of the Purchase, the Supplier reserves the right to claim late payment penalties at the rate of 0.1% for each day of delay, calculated on the outstanding amount, provided that such penalties shall not exceed 6% of the unpaid amount, unless otherwise agreed in the Purchase Order. In addition to such liquidated damages, the Supplier shall be entitled to compensation for any subsequent direct damages. If the delay exceeds ten (10) weeks from the agreed payment date, the Supplier may unilaterally terminate the Contract.

ARTICLE 11 – INDEMNIFICATION

11.1 The Supplier shall indemnify, defend and hold harmless the Buyer from and against all claims, losses, damages, costs (including legal fees and court costs), expenses and liabilities arising out of or in connection with:

11.1.1 Any illness, injury, or death of any person employed or contracted by the Supplier.

11.1.2 Any damage to or loss of the Supplier's property arising out of or in connection with the performance of the Purchase Order.

11.2 The Buyer shall indemnify, defend and hold harmless the Supplier from and against all claims, losses, damages, costs (including legal fees and court costs), expenses and liabilities arising out of or in connection with:

11.2.1 Any illness, injury, or death of any person employed or contracted by the Supplier.

11.2.2 Any damage to or loss of the Supplier's property arising out of or in connection with the performance of the Purchase Order.

11.3 From the commencement of the Purchase Order until delivery of the goods to the Buyer, the Supplier shall be responsible for any loss of or damage to the Products covered by the Purchase Order and shall take all necessary measures to ensure that the supply is completed in accordance with the Order. The costs of implementing such measures shall be borne by the Supplier, which shall indemnify, defend and hold harmless the Buyer Group from and against all claims, losses, damages, costs (including legal fees and court costs), expenses and liabilities arising out of or in connection with the loss of or damage to the Products.

11.4 The Buyer shall be entitled to the indemnities provided for under this Article 11, regardless of the nature of the breach of obligations (whether statutory, contractual or otherwise), the person causing the damage, or the nature of the liability, whether contractual, tortious or otherwise.

ARTICLE 12 - GENERAL LIABILITY

12.1 The Supplier's overall liability under the Order, excluding only the indemnification obligations assumed by the Supplier, shall be limited to the value of the Order, except where such liability arises from the Supplier's gross negligence or wilful misconduct, and provided that no consequential, indirect, or incidental damages have been caused.

ARTICLE 13 - GROUNDS FOR TERMINATION

13.1 The Buyer may immediately terminate the Purchase Order if the Supplier:

13.1.1 commits a material breach of any obligation under these Terms and Conditions;

13.1.2 violates any applicable laws; or

13.1.3 becomes insolvent, enters into an arrangement with its creditors, enters into liquidation, becomes subject to an execution order, attachment or similar restriction affecting its assets, ceases making payments, undergoes a change in its ownership structure or that of its parent company(ies), transfers or sells a substantial part of its assets to any third party, or becomes subject to any similar proceedings.

13.2 In the event of any material breach by the Supplier, the Buyer shall grant the Supplier a notice period of between ten (10) and thirty (30) days to remedy such breach. If the Supplier fails to remedy the breach within the period specified in this paragraph, or if such breach is incapable of remedy, the Buyer shall be entitled to terminate the Purchase Order, in whole or in part, with immediate effect by notice to the Supplier, in which case the Supplier shall immediately cease performance of the Purchase Order or the part thereof identified by the Buyer in such notice.

13.3 Upon termination, and subject to Article 13.4, the Supplier shall be entitled to payment for the Products completed by it. In the case of Products affected by defects, the Supplier shall fulfil its warranty obligations, and the Buyer shall pay the price for the Products in respect of which the warranty obligations have been duly performed.

13.4 Furthermore, without the need for any legal action or further judicial act, the Buyer shall be entitled to withhold and set off against any sums due to the Supplier, any costs, losses, damages and expenses incurred by the Buyer as a result of the Supplier's breach or non-compliance with any provision of these Terms and Conditions and the Purchase Order, or as a result of the completion of the Purchase Order by the Buyer or by a third party, to the extent that such costs, losses, damages and expenses exceed the unpaid balance of the Purchase Order price. If the amount owed by the Supplier pursuant to the foregoing exceeds the amounts owed by the Buyer to the Supplier, the Supplier shall pay the Buyer the resulting balance.

13.5 The Buyer and the Supplier shall mutually agree on reasonable costs for the Supplier's obligations satisfactorily performed, whether partially or fully, up to the date of termination. Such costs shall not exceed the amount calculated in accordance with the rates and prices specified in the Purchase Order and shall in no event exceed the total Order price. The Buyer shall not be liable for any anticipated costs, loss of profit, or loss of business incurred by the Supplier arising from or in connection with the termination of the Purchase Order pursuant to this Article.

13.6 Upon termination, the Supplier shall also grant the Buyer full access rights to the location where the Products are situated, in their condition as of the date of termination.

ARTICLE 14 - TERMINATION FOR CONVENIENCE OF THE BUYER

14.1 The Buyer shall have the right, at its sole discretion, to terminate the Purchase Order, in whole or in part, by giving notice to the Supplier, without the need for any legal action or court order. The Supplier shall cease performance of its obligations at the time and to the extent specified in such notice. The Supplier acknowledges its obligation to take all reasonable measures to mitigate any liabilities arising from such termination.

14.2 In the event of termination of the Contract for the Buyer's convenience, the Buyer shall be required to pay the Supplier, based on an invoice issued with a payment term of fifteen (15) days from the date of issuance, the following amounts:

1 From the effective date of the Contract until the commencement of material procurement for the execution of the Purchase Order: the costs incurred for the preparation of the execution documentation, if applicable.
2 From the commencement of material procurement until the commencement of manufacturing: the value of the materials, equipment, components, or services ordered and paid for, in whole or in part, by the Supplier, as evidenced by the invoices issued by its suppliers, plus an additional amount equal to fifteen percent (15%) of such value, representing internal administration and handling costs.
3 After commencement of execution: the costs shall be determined on the basis of a "Record of Inventory of the Stage of Completion of the Products" prepared by the Supplier's authorized representatives, taking into account the related costs recorded in the Supplier's accounting records, plus an additional amount equal to fifteen percent (15%) of such costs, representing internal administration and handling costs.

Furthermore, the Supplier shall be entitled to claim additional damages. The same procedure shall apply if, during the execution of the Purchase Order, the Customer cancels one or more of the contracted Products.

ARTICLE 15 - INSURANCE

15.1 During the term of the Purchase Order and for a minimum period of two (2) years thereafter, the Supplier shall obtain and maintain in force insurance policies issued by a reputable insurer, including professional liability insurance, product liability insurance and general liability insurance, covering the risks that may arise under or in connection with the Purchase Order. Upon the Buyer's request, the Supplier shall provide both the insurance certificate detailing the scope of coverage and proof of payment of the current year's premium for each insurance policy.

ARTICLE 16 - TAXES AND DUTIES

16.1 The Supplier shall be responsible for the payment of all taxes, duties, and contributions for which it is liable, as well as any related interest or penalties imposed by the competent governmental authorities. The Supplier shall indemnify, defend, and hold harmless the Buyer against all taxes, duties, contributions, interest, or penalties that may be assessed by the governmental authorities having jurisdiction over the Supplier in connection with the Purchase Order, as well as against all costs incurred in relation thereto.

16.2 The Buyer shall be responsible for the payment of all taxes, duties, and contributions for which it is liable, as well as any related interest or penalties imposed by the Romanian authorities. The Buyer shall indemnify, defend, and hold harmless the Supplier against all taxes, duties, contributions, interest, or penalties that may be assessed against the Buyer by the competent governmental authorities in connection with the Purchase Order, as well as against all costs incurred in relation thereto.

ARTICLE 17 - TECHNICAL DOCUMENTATION

17.1 The Supplier shall provide the Buyer, at its own expense, with all quality-related documentation, test certificates, inspection reports, test reports, and technical manuals (including operation and maintenance instructions, assembly and subassembly drawings, and other related documentation), in accordance with the requirements of the Order, its appendices, or the applicable laws governing the Supplier.

17.2 In the event of a delay in the delivery of the technical documentation (including Technical Manuals and Maintenance Plans) within the deadlines specified in the Order, the Supplier may be charged a penalty of 0.05% of the value of the Product for which such documentation is missing, for each day of delay, provided that such penalty shall not exceed 2% of the value of the respective Product.

ARTICLE 18 - INTELLECTUAL PROPERTY RIGHTS

18.1 The Supplier warrants that the Products supplied to the Buyer do not infringe any intellectual property rights or any other rights of any third party. The Supplier agrees to defend, indemnify and hold harmless the Buyer and its Customers against any liability, loss, damage, or expense arising out of any claim relating to the infringement of any intellectual property right or any other right of any third party.

18.2 The Buyer and the Supplier shall each retain all intellectual property rights, title, and interest in and to their respective intellectual property existing prior to the commencement of this project and in effect prior to the execution of the Agreement ("Background Intellectual Property").

18.3 Any intellectual property developed during the performance of the supply, if any ("Foreground Intellectual Property"), shall be managed through the grant by the Supplier to the Buyer of a non-exclusive, sublicensable, royalty-free license permitting the Buyer to use the Product described in the Purchase Order.

18.4 The Buyer acknowledges and agrees that the Supplier's quotation and/or sale of Products does not confer upon the Buyer any rights in or to the Supplier's Intellectual Property.

18.5 The Buyer undertakes not to copy, reproduce, distribute, or disclose, in whole or in part, to any other person, company, corporation, or entity, any Confidential Information or any matter relating thereto, and shall not permit any third party to gain access to such Confidential Information.

18.6 Upon the Supplier's written request, the Buyer shall return to the Supplier all Confidential Information in its possession, together with any media on which such information is stored, including all copies made thereof. The return of the Confidential Information shall not relieve the Buyer of any other confidentiality obligations undertaken by it.

18.7 If the Buyer becomes aware of any infringement of the Supplier's Intellectual Property Rights, any unauthorized disclosure, loss, or misuse of the Confidential Information received by the Buyer, or if the Buyer is requested in any manner to disclose Confidential Information to an entity not authorized to receive such information, the Buyer shall promptly notify the Supplier thereof.

18.8 All drawings, documents, data, and information of any kind provided by the Buyer to the Supplier shall remain the property of the Buyer. The Supplier shall not disclose or use such drawings, documents, data, or information for any purpose other than the performance of the Purchase, without the Buyer's prior written consent.

ARTICLE 19 – CONFIDENTIALITY

19.1 Each Party shall protect and treat as confidential all Confidential Information and shall not disclose any such Confidential Information to any person other than its employees involved in the performance of the Purchase Order, authorities that expressly require such information, and any persons designated in writing by either Party. Each Party shall use the Confidential Information solely to the extent necessary for the conclusion and performance of the Purchase Order.

19.2 Confidential Information shall include any information whatsoever, including, but not limited to, project data, technical documentation, commercial and/or financial information, data relating to the technical and commercial aspects of the Purchase Order and/or quotation, and, generally, the policies, business operations and sales activities of the Buyer or the Supplier and/or their respective customers and suppliers.

19.3 Any breach of the provisions contained in this Article shall entitle either Party to invoke the procedure and remedies provided under Article 13, without prejudice, in any event, to its right to claim compensation for any damages arising from such breach.

ARTICLE 20 - PERSONAL DATA PROTECTION

20.1 In relation to the processing of personal data under this Contract, the Parties shall each act as independent data controllers and undertake to comply with the provisions of Regulation (EU) 2016/679 (GDPR) concerning the protection of personal data and the protection of privacy.

ARTICLE 21 – AUDIT

21.1 During the performance of the supply, the Buyer may, either directly or through any designated third party, upon giving at least three (3) days' prior notice, conduct audits of the quality management system or any other aspects of the supply, including, but not limited to, design, detailed engineering, equipment, materials, services, construction, commissioning, start-up, and maintenance operations. The Supplier shall fully cooperate with such audit team and shall make available all documents, services, and facilities necessary to enable the proper conduct of such audits. Following the findings of the audit team, the Buyer may instruct the Supplier to implement any changes requested by the audit team or otherwise required to ensure compliance with the requirements of the Agreement. Without prejudice to any audit results, the Supplier shall remain fully responsible for the performance of its obligations under the Agreement with the Buyer.

ARTICLE 22 - QUALITY ASSURANCE, HEALTH, SAFETY, ENVIRONMENT AND LABOUR LAW COMPLIANCE

22.1 The Supplier shall plan, organize, monitor, and document its performance of the Purchase in such a manner as to minimize the risk of danger to life and health, the environment, and property. The Supplier shall also ensure that the working environment is fully satisfactory, taking into account all factors affecting the mental and physical condition and well-being of its employees. The Supplier shall continuously focus on its QHSE (Quality, Health, Safety and Environment) commitment to ensure that work is always carried out safely.

22.2 The Supplier shall ensure compliance with all applicable laws and regulations and shall take all necessary safety measures relating to or arising from the performance of the Purchase Order, concerning the protection of the supply, the personnel of both Parties, any third-party personnel, and the environment.

22.3 The Supplier has implemented an Integrated Management System based on the standards issued by the International Organization for Standardization (ISO), namely ISO 9001, ISO 14001, and ISO 45001.

22.4 The Supplier shall comply with all applicable laws relating to labour rights and fair working conditions, including laws concerning forced labour and child labour. The Supplier further represents and warrants that neither it nor any of its subcontractors shall employ child labour or forced labour and that they shall not violate the above-mentioned standards and principles.

ARTICLE 23 - MANAGEMENT OF PERSONNEL ACTIVITIES AT THE BUYER'S PREMISES

23.1 The Supplier shall comply with all regulations and instructions relating to occupational health and safety, environmental protection, access to and movement within the Buyer's premises, personnel identification requirements, and any other applicable rules, as communicated by the Buyer for the relevant location at the time the activities are performed on site. The relevant instructions shall be made available at the site entrance by the security personnel.

23.2 Where activities are carried out at the Buyer's premises, the Supplier's personnel shall, prior to the commencement of any work, sign at a minimum the Occupational Health and Safety and Fire Prevention and Firefighting Agreement (OHS and Fire Safety), as well as the Collective Training Record regarding Occupational Health and Safety and Emergency Situations (Emergency Situations/Fire Safety). The execution of these documents shall constitute a mandatory condition for access to and performance of activities within the Buyer's premises.

23.3 The Buyer shall not assume any liability for accidents occurring on the Buyer's premises or worksites affecting the Supplier's personnel or any other persons under the Supplier's responsibility.

ARTICLE 24 - SUBSTANCE SAFETY

24.1 The Supplier expressly warrants to the Buyer that the materials supplied comply with all applicable product safety regulations, in particular the requirements of Regulation (EC) No. 1907/2006 (REACH) and Regulation (EC) No. 1272/2008 (CLP).

ARTICLE 25 – COMMUNICATIONS

25.1 All communications between the Parties relating to the Purchase Order shall be made through the e-mail addresses specified in the Purchase Order.

25.2 The Buyer uses the following secondary (back-up) e-mail address: drassromania.info@drass.tech, which the Supplier shall use if no confirmation and/or response is received to communications sent to the e-mail address referred to in Article 25.1 above within forty-eight (48) hours. Otherwise, in the absence of such confirmation and/or response, the Supplier may not rely on such communication, which shall be deemed not to have been made.

25.3 If the Supplier has a secondary (back-up) e-mail address, it shall communicate it to the Buyer. If no such address is communicated to the Buyer, communications sent to the e-mail address indicated by the Supplier under Article 25.2 shall be deemed valid.

ARTICLE 26 - GENERAL PROVISIONS

26.1 If any term or condition of these GTC is held to be illegal, invalid, or unenforceable under any applicable law, such term or condition shall be deemed severed from these GTC to the extent that it is separable from the remaining terms and conditions and shall not in any way affect the legality, validity, or enforceability of the remaining terms and conditions.

26.2 These GTC are drafted in the Romanian language and are accompanied by an English version. All approvals, notices, data, information, and correspondence exchanged between the Parties in connection with the Order shall be made in either Romanian or English. In the event of any discrepancy between the two versions, the Romanian version shall prevail.

26.3 The Supplier/Buyer shall not assign its rights or obligations under the Purchase Order to any third party without the prior written consent of the Buyer/Supplier, as applicable. Any assignment by the Supplier/Buyer without the prior consent of the Buyer/Supplier shall be null and void.

26.4 Furthermore, if either Party changes its corporate name, merges, demerges, or is acquired by another legal entity, the new organization shall assume all obligations undertaken by such Party under the Contract/Order. The Buyer/Supplier shall notify the other Party in writing of any such organizational change. Within one (1) week of the organizational change, the legal successors of the Buyer/Supplier shall provide a written and binding undertaking pursuant to which they assume all rights and obligations arising from the Contract/Order and hold the other Party harmless from any direct or indirect consequences thereof. If such undertaking is not acceptable to either Party, that Party shall be entitled to suspend or terminate the Contract/Order, and the legal successors of the Buyer/Supplier shall be liable for any damages in accordance with these GTC.

ARTICLE 27 - GOVERNING LAW AND JURISDICTION

27.1 These General Terms and Conditions shall be governed by and construed in accordance with the laws of Romania, excluding any conflict of laws rules or legal principles that would require the application of the substantive laws of another jurisdiction.

27.2 The amicable settlement of disputes is in the mutual interest of the Parties. Each Party agrees to promptly notify the other Party of any dispute arising out of or in connection with the Order and to engage in good-faith consultations between the general managers of the Buyer and the Supplier to resolve such dispute expeditiously, particularly to safeguard deliveries to the Buyer.

27.3 Should the Parties fail to resolve the dispute within sixty (60) days from the date on which the matter has been referred to the general managers/directors, the dispute shall be submitted to the competent courts having jurisdiction over the Buyer's registered office, namely the Romanian courts. The governing law of the Contract and of any dispute arising therefrom shall be Romanian law. The language governing the Contract and any related dispute shall be the Romanian language.

ARTICLE 28 - SUSPENSION OF PERFORMANCE

28.1 In the event that the Buyer suspends the performance of the Order, the Supplier shall take all necessary measures to stop the execution of the Products, in compliance with the applicable manufacturing processes and ensure the preservation of the work already performed, for a maximum period of thirty (30) calendar days. The new delivery date shall be mutually agreed upon by the Parties and shall be formalized through an Addendum to the Purchase Order.

28.2 Unless otherwise agreed in writing, if the suspension lasts for more than thirty (30) calendar days and is not lifted by the Buyer within ten (10) calendar days from receipt of the relevant Notice from the Supplier, the Purchase Order shall be deemed cancelled, and the Supplier shall be entitled to recover all costs incurred up to the date of cancellation, as determined in accordance with Article 14.2 above.

ARTICLE 29 - COMPLIANCE WITH INTERNATIONAL REGULATIONS

29.1 In negotiating and entering into commercial agreements, the Supplier and the Buyer shall comply with the Code of Ethics in order to ensure that they always act responsibly and ethically.

29.2 The Supplier and the Buyer acknowledge and declare that, in the context of international trade, certain countries, entities, and individuals (hereinafter referred to as Sanctioned Entities) may be subject to sanctions, restrictions, and temporary prohibitions.

29.3 The Contract/Order is concluded in compliance with the national and international regulations of Romania and the European Union concerning financial transactions, export and import sanctions, trade restrictions on certain goods and services, and the prohibition of commercial dealings with Sanctioned Entities.

29.4 Both Parties undertake to ensure that, in the performance of this Contract and the related Purchase Order, there are no commercial, financial, or personal relationships between either Party and any Sanctioned Entity.