



S.C. PLASMATERM S.A.
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PLASMATERM GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (the GTC) govern all business relationships between PLASMATERM S.A., a joint-stock company incorporated under the laws of Romania, having its registered office at Str. Budiului nr. 66/A, 540390 Târgu Mureș, Romania, registered with the Trade Register under number J1993002025263, VAT ID RO4998060 (the Seller or the Provider), and any purchaser, customer or counterparty of the Seller (the Buyer or the Customer).

Version: 2026. These GTC supersede all prior versions and remain in force until publication of a subsequent version on www.plasmaterm.ro.

Article 1. Definitions

1.1. In these GTC, capitalized terms have the meanings set out below.

“Affiliate” means, in relation to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Party.

“Agreement” means the sale, supply, services or any other commercial agreement concluded between the Seller and the Buyer to which these GTC apply expressly or by reference.

“Applicable Law” means all laws, regulations, directives, decisions and binding guidelines applicable to the Parties or to the performance of the Agreement.

“Business Day” means a day other than a Saturday, Sunday or public holiday in

Romania. “Confidential Information” has the meaning set out in Article 11.

“Control” means holding more than fifty per cent (50%) of the voting rights or the power to direct the management of an entity.

“Goods” means the cast metal components, parts and related articles manufactured and supplied by the Seller to the Buyer.

“Incoterms” means the International Chamber of Commerce rules for the interpretation of international trade terms, 2020 version.



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“Intellectual Property Rights” means all patents, utility models, copyrights, database rights, design rights, trademarks, domain names, know-how, trade secrets and any similar rights, whether registered or unregistered, together with applications for them.

“Molds” means the tooling, dies, stamps and other technological equipment manufactured by the Seller and used for the production of the Goods.

“Order” or “Purchase Order” means a written order for Goods issued by the Buyer to the Seller.

“Order Confirmation” means the Seller’s written acceptance of a Purchase Order, issued in accordance with Article 4.

“Party” and “Parties” mean the Seller and the Buyer individually or collectively.

“Price” means the price of the Goods or Molds, as stated in the Order Confirmation or in the Price List. “Price List” means the Seller’s price list, as updated from time to time in accordance with Article 5.

“Sanctioned Person” means any person, entity, vessel, aircraft, territory or government that is the target of any economic or trade sanctions administered or enforced by the United Nations Security Council, the European Union, the United Kingdom, the United States or any other jurisdiction relevant to the performance of the Agreement.

“Specifications” means the technical requirements, drawings, tolerances and other specifications applicable to the Goods or Molds, as stated in the Order Confirmation, in a separate technical annex, or, failing such, in the Annex to these GTC.

“VAT” means value added tax applicable under Romanian Law no. 227/2015 (Fiscal Code). The standard Romanian VAT rate is 21% from 1 August 2025, and may be amended from time to time in accordance with the law.

Article 2. Scope and Application

2.1. These GTC apply to all quotations, offers, Purchase Orders, Order Confirmations, supplies of Goods, manufacture and provision of Molds, and all related services performed by the Seller.

2.2. These GTC apply to the Agreement unless expressly modified in a written instrument signed by an authorized representative of the Seller. The Buyer’s general terms or conditions of purchase are expressly excluded and shall not apply to the Agreement, even if not specifically rejected by the Seller, and even if the Seller has not objected to them.

2.3. Acceptance of any Goods by the Buyer shall constitute acceptance of these GTC.



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2.4. In case of conflict between these GTC and a specific written Agreement signed by both Parties, the specific Agreement prevails. In case of conflict between an Order Confirmation and these GTC, the Order Confirmation prevails for the purposes of that specific Order.

Article 3. Quotations and Offers

- 3.1. All quotations and offers of the Seller are non-binding, unless expressly marked as binding.
- 3.2. Quotations are valid for thirty (30) calendar days from their date of issue, unless otherwise stated.
- 3.3. Quotations are based on the Specifications provided by the Buyer. The Seller is not responsible for inaccuracies, omissions or errors in the Buyer's Specifications.

Article 4. Purchase Orders and Order Confirmations

- 4.1. The Buyer may submit Purchase Orders to the Seller by email to office@plasmaterm.ro. Each Purchase Order shall specify, at a minimum: (a) the part number and description of the Goods; (b) the quantity ordered; (c) the requested delivery date; (d) the requested Incoterm; and (e) the delivery location.
- 4.2. Purchase Orders shall become binding only upon the Seller's issue of an Order Confirmation. A Purchase Order not confirmed by the Seller within seven (7) Business Days of receipt shall be deemed rejected, unless the Parties agree otherwise in writing.
- 4.3. The Seller shall issue an Order Confirmation stating: (a) the confirmed price per unit and total; (b) the confirmed delivery date; (c) the confirmed Incoterm and delivery location; and (d) any technical deviations from the Purchase Order. The Order Confirmation prevails over the Purchase Order in case of discrepancy.
- 4.4. Amendments to a confirmed Order require the written agreement of both Parties.
- 4.5. As a general guideline, delivery of the Goods commences within six (6) to eight (8) weeks from the date of the Order Confirmation, on a first-come, first-served basis. Delivery dates are estimates and not binding unless expressly confirmed as binding in the Order Confirmation.

Article 5. Prices

- 5.1. Prices for the Goods are expressed in Euro (EUR), exclusive of VAT and any applicable duties, taxes or levies, and are set out in the applicable Price List or, if not listed, in the Order



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Confirmation. For series production, the price per part may be agreed separately for tooling, casting and delivery.

5.2. The Seller may update the Price List upon thirty (30) days' prior written notice. The updated prices shall apply to Purchase Orders issued after the effective date of the update. Orders already confirmed shall retain the prices stated in the Order Confirmation.

5.3. The prices include standard packaging, loading at the Seller's premises and the certificate of conformity. The prices do not include special packaging, export customs clearance, transport, insurance, import duties, VAT, or any charges payable outside the Seller's premises, which shall be borne by the Buyer unless a different Incoterm is agreed.

5.4. Where VAT applies, it is charged at the rate in force on the invoice date in accordance with Romanian Law no. 227/2015 (Fiscal Code).

Article 6. Delivery and Incoterms

6.1. By default, the Goods are delivered on EXW Târgu Mureș (Plasmaterm factory, Str. Budiului nr. 66/A) terms in accordance with Incoterms 2020. FCA, CPT, CIP, DAP or DPU Incoterms are also available by separate agreement in the Order Confirmation. DDP, FAS, FOB, CFR and CIF Incoterms are not available under standard terms and will require a separate written addendum if needed for a particular shipment.

6.2. Transport may be arranged directly by the Buyer, or, on the Buyer's instruction, by the Seller, in which case transport costs are invoiced separately.

6.3. The Seller undertakes to accompany each consignment by the following shipping documents: transport document (CMR); commercial invoice; packing list; certificate of conformity.

6.4. Partial deliveries are permitted, unless otherwise agreed in the Order Confirmation.

6.5. If the Buyer fails to take delivery of the Goods on the date agreed for delivery or dispatch for reasons not attributable to the Seller, risk shall pass to the Buyer, and the Seller may charge storage fees and other reasonable costs incurred as a result.

Article 7. Title and Risk

7.1. Risk of loss or damage to the Goods passes to the Buyer in accordance with the agreed Incoterm.

7.2. The Seller retains title to the Goods until the Buyer has paid in full all amounts due in respect of the relevant consignment, including interest and costs if any (the reservation of title).



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7.3. Pending payment, the Buyer shall hold the Goods as a bailee, keep them clearly identifiable as the Seller's property, insure them at full replacement value against customary risks with the Seller named as loss payee, and not sell, pledge or encumber them without the Seller's prior written consent.

7.4. The Seller may register the reservation of title in the Romanian Electronic Archive of Security Interests in Movable Assets (Arhiva Electronică de Garanții Reale Mobiliare), and the Buyer shall reasonably cooperate with such registration.

7.5. If the Buyer becomes insolvent, defaults on payment or breaches Clause 7.3, the Seller may repossess the Goods at the Buyer's cost, and the Buyer shall grant all reasonable access and cooperation for that purpose.

Article 8. Tooling

8.1. Where the manufacture of the Goods requires dedicated tooling (Molds), such tooling shall be manufactured by the Seller on the basis of a separate Tooling Order, confirmed by the Seller in the form of a Tooling Order Confirmation.

8.2. The Price of the tooling shall be paid by the Buyer as follows: fifty per cent (50%) as an advance within five (5) Business Days of the Tooling Order Confirmation date, and the remaining fifty per cent (50%) before commissioning of the tooling and prior to its first use for serial production.

8.3. Until full payment of the Price of the tooling, the Seller retains title to the tooling. Upon full payment, title shall pass to the Buyer, without prejudice to the Seller's rights of retention and exclusive use.

8.4. Notwithstanding title transfer, the tooling remains in the Seller's possession at its production facilities in Târgu Mureș as a bailee (depozitar) within the meaning of Articles 2103 et seq. of the Romanian Civil Code, for the duration of the commercial relationship with the Buyer. The Seller uses the tooling exclusively for the production of the Goods for the Buyer.

8.5. The Seller shall insure the tooling at full replacement value against customary risks. Ordinary maintenance shall be carried out by the Seller at its own expense. Major repairs or modifications shall be carried out by the Seller at the Buyer's expense, on the basis of a prior estimate approved by the Buyer.

8.6. The return of the tooling to the Buyer shall be effected on DAP or FCA Târgu Mureș Incoterms 2020 terms at the Buyer's choice, at the Buyer's cost, provided that all amounts due in respect of the tooling and the related Purchase Orders have been paid in full. The Seller has a right of retention over the tooling until full payment of all such amounts, regardless of title transfer.

8.7. For more complex tooling arrangements, the Parties may conclude a separate Tooling Services Agreement, which shall supplement this Article.



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Article 9. Buyer Obligations

9.1. The Buyer shall provide the Seller with all technical drawings, Specifications, materials and samples necessary for the manufacture of the Goods and the Molds, sufficiently in advance of the planned production start date.

9.2. The Buyer is responsible for the accuracy, completeness and lawfulness of the technical documentation it provides. The Buyer represents and warrants that this documentation does not infringe any third-party Intellectual Property Rights.

9.3. The Buyer shall approve in a timely manner the drawings, manufacturing processes, prototypes and sample batches submitted by the Seller for approval. Buyer-side delays affecting timelines shall extend the corresponding Seller's obligations.

9.4. The Buyer shall ensure all import formalities, obtain all necessary permits, and pay all import duties and charges in the country of destination.

9.5. The Buyer shall promptly notify the Seller of any change in its identification data, address, banking details, and of any change in its status with respect to sanctions, export control or solvency.

Article 10. Payment Terms

10.1. For each Order Confirmation, the Buyer shall pay the Price as follows: (a) fifty per cent (50%) of the total value as an advance, due within five (5) Business Days of the Order Confirmation date; and (b) the remaining fifty per cent (50%) due before shipment, against a proforma invoice issued by the Seller when the Goods are ready for collection.

10.2. At the Seller's option exercised in the Order Confirmation, the Seller may alternatively require: (a) payment of the full invoice value prior to delivery; or (b) for recurring and creditworthy Buyers, payment of fifty per cent (50%) as an advance and the remaining fifty per cent (50%) within five (5) banking days of invoice issuance, and in any event prior to dispatch of the Goods.

10.3. The Seller shall not be obliged to commence or continue manufacturing, nor to release the Goods for shipment, until the corresponding payment tranche has been received in full in the Seller's bank account.

10.4. Payment shall be made by bank transfer to the Seller's account in Euro (EUR), as stated in the invoice. The Buyer bears all bank charges incurred outside Romania, including correspondent bank charges; the Seller bears only bank charges incurred in Romania. The Seller shall receive the net invoiced amount in full, on OUR or BEN basis as applicable.

10.5. Invoices are sent by email; original documents accompany the shipment.



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10.6. If the Buyer fails to pay any amount by its due date, the Seller is entitled, without prejudice to any other remedy, to: (a) charge a penalty of 0.1% of the overdue amount for each Business Day of delay, with no aggregate cap; (b) suspend any or all deliveries under the Agreement and under any other agreement between the Parties until full payment; and (c) withhold release of any Molds or other property of the Buyer in the Seller's custody, to the extent permitted by law. If at any time the contractual penalty under point (a) is lower than the statutory penalty interest under Romanian Law no. 72/2013 and Government Ordinance no. 13/2011, the Buyer shall additionally pay the difference up to the statutory rate.

10.7. Any set-off by the Buyer is permitted only with respect to claims that are undisputed or have been finally adjudicated.

Article 11. Confidentiality

11.1. Each Party shall keep confidential all information of the other Party received in connection with the Agreement that is marked as confidential or that may reasonably be regarded as confidential by its nature (Confidential Information), including technical drawings, Specifications, know-how, manufacturing processes, pricing, business plans, customer and supplier information.

11.2. Confidential Information may be used solely for the purpose of performing the Agreement and may be disclosed only to: (a) employees, officers and directors who need to know it for that purpose; (b) Affiliates and their employees under the same conditions; (c) professional advisors bound by duties of confidentiality; (d) subcontractors and suppliers bound by written confidentiality obligations no less protective than those in this Article.

11.3. The confidentiality obligations do not apply to information that: is publicly available without breach; was lawfully in the Receiving Party's possession before disclosure; was received from a third party without confidentiality obligations; was independently developed; or is required to be disclosed by law or court order, subject to notice to the Disclosing Party.

11.4. The confidentiality obligations survive for five (5) years after termination of the Agreement. Information constituting a trade secret within the meaning of Directive (EU) 2016/943 shall remain protected as long as it qualifies as a trade secret under Applicable Law.

11.5. For specific relationships of heightened sensitivity, the Parties may conclude a separate Mutual Non-Disclosure Agreement, which shall regulate confidentiality obligations in greater detail and shall prevail over this Article in case of conflict.

Article 12. Intellectual Property

12.1. The Buyer retains all Intellectual Property Rights in its source drawings, technical Specifications and technical documentation provided to the Seller.



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12.2. The Seller retains all Intellectual Property Rights in its manufacturing processes, know-how, design optimizations, technological developments and any derivative works created in the course of performing the Agreement, other than those based directly on the Buyer's source drawings.

12.3. The Buyer grants the Seller a non-exclusive, time-limited license to use its Intellectual Property Rights contained in the technical documentation, solely to the extent necessary for the performance of the Agreement.

12.4. Nothing in the Agreement or in these GTC transfers Intellectual Property Rights to either Party beyond what is expressly provided herein.

Article 13. Quality Standards

13.1. The Goods are manufactured in accordance with the Specifications approved by the Buyer and the relevant technical documentation provided by the Seller.

13.2. Failing agreement on specific dimensional tolerances and surface quality in the Order Confirmation or in a separate technical annex, the default international standards set out in the Annex to these GTC apply: VDG P690 (precision class D1 for general dimensions by default, class D2 for functional dimensions upon request and separate pricing), ISO R 468 / DIN 4769 (minimum surface grade N9), EN 10293 and EN 10340 for steel castings.

13.3. Quality is certified by the Certificate of Conformity issued by the Seller per VDG P690D1. Upon request and by separate arrangement, the Seller may provide an inspection certificate type 3.1 per EN 10204:2004, including spectrometric analysis, mechanical properties and heat treatment report.

Article 14. Inspection, Acceptance and Defect Notification

14.1. The Buyer shall inspect the Goods within fifteen (15) Business Days of receipt and notify the Seller in writing of any apparent non-conformity within thirty (30) days of receipt, failing which the Goods shall be deemed accepted as to apparent characteristics.

14.2. Hidden defects (vicii ascunse) that could not reasonably have been discovered upon initial inspection shall be notified within fifteen (15) days from their discovery and in any event no later than six (6) months from delivery.

14.3. The notification of non-conformity shall be in writing and accompanied by reasonable supporting evidence, including photographs, batch identification and specific deviation parameters by reference to the drawings or Specifications.

14.4. Failure to notify within the periods stated in Clauses 14.1 and 14.2 constitutes a waiver of the non-conformity claim.



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14.5. The Buyer shall, at the Seller's request, return the defective Goods or hold them available for inspection. Return transport costs shall be borne by the Party at fault; if the non-conformity is not substantiated, the Buyer bears all costs.

Article 15. Exclusion of the CISG

15.1. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is hereby expressly excluded from application to the Agreement and to any Purchase Order, Order Confirmation or other transaction under it, pursuant to Article 6 of the Convention.

Article 16. Warranty

16.1. The Seller warrants that, at the time risk passes, the Goods shall be free from defects in material and workmanship under normal use, and shall conform to the approved Specifications and the applicable quality standards.

16.2. The warranty period is six (6) months from the date risk passes.

16.3. The warranty does not cover defects caused by: (a) improper handling, transport, storage, processing, installation or use by the Buyer or third parties; (b) normal wear and tear; (c) modifications not carried out by the Seller; (d) use of the Goods in applications not agreed with the Seller; (e) Force Majeure; or (f) the Buyer's compliance with erroneous technical documentation.

16.4. Upon a substantiated warranty defect, the Buyer's exclusive remedy is, at the Seller's election: (a) repair of the Goods; (b) replacement of the Goods; or (c) issue of a credit note equal to the Price of the non-conforming Goods.

16.5. This warranty replaces all other express or implied warranties to the extent permitted by Applicable Law.

Article 17. Force Majeure

17.1. Neither Party shall be liable for any failure or delay in performance of the Agreement (other than an obligation to pay money that is already due) to the extent that such failure or delay is caused by an event beyond its reasonable control, including without limitation: acts of God, war (whether declared or not), hostilities, invasion, armed conflict, mobilization, bombardment, terrorism; strikes, lockouts or other labor disputes affecting the affected Party or its suppliers or transporters; natural disasters, fire, flood, earthquake; epidemics and pandemics; government orders, sanctions, embargoes, export or import restrictions; failure or interruption of utilities, telecommunications, banking systems or cross-border payment infrastructure (including SWIFT); and border closures or blockades (a Force Majeure Event).



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17.2. The affected Party shall notify the other Party in writing of the Force Majeure Event within five (5) Business Days of its occurrence, describing the nature of the event, the obligations affected and the expected duration. Upon such notification, the affected obligations shall be suspended for the duration of the Force Majeure Event, and the performance deadlines shall be extended accordingly.

17.3. Upon request, the affected Party shall provide a certificate of force majeure issued by the relevant national chamber of commerce or analogous competent authority.

17.4. If a Force Majeure Event continues for more than ninety (90) consecutive calendar days, either Party may terminate the affected Orders or the Agreement in whole by written notice, without liability for damages, subject to payment or refund for completed work or undue advances.

Article 18. Limitation of Liability

18.1. The aggregate liability of the Seller under or in connection with each individual Order shall not exceed the total net value of that specific Order. The aggregate liability of the Seller under or in connection with the Agreement as a whole shall not exceed the total net value of Goods invoiced by the Seller to the Buyer in the twelve (12) calendar months preceding the event giving rise to the claim.

18.2. In no event shall the Seller be liable to the Buyer for any indirect, consequential, incidental, special, punitive or exemplary damages, loss of profit, loss of production, loss of business, loss of contract, loss of goodwill, loss of data, or third-party claims, whether arising in contract, tort, breach of statutory duty or otherwise, even if the Seller has been advised of the possibility of such damages.

18.3. The limitations in Clauses 18.1 and 18.2 do not apply to liability for: (a) death or personal injury caused by the Seller's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under Applicable Law.

Article 19. Indemnification

19.1. The Buyer shall indemnify the Seller against all claims, damages, liabilities, penalties, costs (including reasonable legal fees) arising out of or in connection with: (a) the Buyer's drawings, Specifications or instructions provided to the Seller; (b) third-party claims of Intellectual Property Rights infringement arising from the Seller's compliance with the Buyer's technical documentation; (c) the end use of the Goods by the Buyer or its customers; and (d) the Buyer's breach of the Agreement or these GTC.

19.2. The Seller shall indemnify the Buyer against third-party claims of Intellectual Property Rights infringement arising exclusively from the Seller's own manufacturing processes, not based on the Buyer's technical documentation, subject to the aggregate cap set out in Article



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Article 20. Sanctions and Export Control

20.1. Each Party represents, warrants and undertakes to the other Party that it is not, and during the term of the Agreement shall not be, a Sanctioned Person, nor is it owned or controlled by a Sanctioned Person.

20.2. The Buyer shall not, directly or indirectly, resell, export, re-export, transfer, divert or otherwise make available the Goods, in whole or in part, to: (a) the Russian Federation, the Republic of Belarus, or any territory under the occupation or effective control of the Russian Federation; (b) any Sanctioned Person; or (c) any end use prohibited under European Union sanctions legislation, including but not limited to Council Regulation (EU) No 833/2014 and subsequent amending regulations, Council Regulation (EU) No 765/2006, and Council Regulation (EU) 2022/263.

20.3. The Buyer shall, at the Seller's reasonable request, provide a written end-use declaration and end-user identification for any consignment, and shall maintain records of onward sales and uses of the Goods for a minimum of five (5) years.

20.4. The Parties shall comply with all applicable export control regimes, including Regulation (EU) 2021/821 setting up a regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items, and, where applicable, the Romanian national regime under Government Emergency Ordinance no. 43/2022 and the procedures of ANCEX. If any Goods are classified as dual-use, the Seller may condition delivery on obtaining the required export license, without this constituting a breach of the Agreement.

20.5. If, at any time, performance of the Agreement by either Party becomes unlawful under applicable sanctions or export control regulations, the affected Party may suspend or terminate the affected portion of the Agreement without liability for damages, subject only to refund of undue advances.

Article 21. Data Protection

21.1. Each Party acts as an independent controller with respect to personal data processed in connection with the Agreement, and shall comply with Regulation (EU) 2016/679 (the General Data Protection Regulation, GDPR), Romanian Law no. 190/2018, and, where applicable, the data protection law of the relevant country of the Buyer.

21.2. Where transfers of personal data from the European Economic Area to a country not recognized as adequate by the European Commission are required for the performance of the Agreement, the Parties shall implement the Standard Contractual Clauses set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021, which are incorporated by reference and form an integral part of the Agreement.

21.3. Each Party shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss,



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destruction or damage, in accordance with Articles 32 et seq. of the GDPR.

Article 22. Assignment and Subcontracting

22.1. The Buyer may not assign, transfer or novate the Agreement or any rights or obligations under it, in whole or in part, without the Seller's prior written consent, such consent not to be unreasonably withheld.

22.2. The Seller may assign the Agreement (a) to any Affiliate, or (b) in the context of a corporate reorganization, merger, asset sale or similar transaction, upon notice to the Buyer.

22.3. The Seller may subcontract specific manufacturing steps without consent, provided it remains liable for the performance of the subcontractors as if the Seller had carried out the work itself.

Article 23. Termination for Cause and Insolvency

23.1. Either Party may terminate the Agreement and all open Orders with immediate effect by written notice if the other Party: (a) becomes insolvent, ceases to pay its debts as they fall due, or enters into general composition with creditors; (b) is subject to bankruptcy, insolvency, reorganization or dissolution proceedings (including under Romanian Law no. 85/2014 on insolvency prevention and insolvency procedures, or the corresponding

legislation of the Buyer); (c) ceases to carry on its business; or (d) commits a material breach of the Agreement or these GTC that is not cured within thirty (30) calendar days of written notice specifying the breach.

23.2. Upon termination under Clause 23.1, all amounts due from the defaulting Party become immediately payable. The Seller is entitled to retain advances received to set off against unpaid amounts, damages and reasonable costs.

23.3. Termination shall not affect any rights or obligations accrued up to the termination date, nor provisions that by their nature are intended to survive termination, including Articles 11 (Confidentiality), 12 (Intellectual Property), 18 (Limitation of Liability), 19 (Indemnification), 21 (Data Protection), 24 (Notices) and 25 (Governing Law and Dispute Resolution).

Article 24. Notices

24.1. Formal notices under the Agreement shall be given in writing and sent by (a) registered mail with acknowledgment of receipt; (b) international courier with tracking; or (c) email with read receipt, followed by registered mail within three (3) Business Days.



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24.2. Notices to the Seller shall be addressed to: PLASMATERM S.A., Str. Budiului nr. 66/A, 540390 Târgu Mureș, Romania, email office@plasmaterm.ro, attn. General Management. Notices to the Buyer shall be addressed to the address stated in the Order Confirmation or in a specific Agreement, or, failing such, to the Buyer's registered office address.

Article 25. Governing Law and Dispute Resolution

25.1. Governing Law. The Agreement and these GTC are governed by and construed in accordance with the laws of Romania, excluding its conflict-of-laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

25.2. Arbitration. Any dispute arising out of or in connection with the Agreement or these GTC, including any question regarding their existence, validity or termination, shall be finally resolved by arbitration under the Rules of Arbitration and Mediation of the Vienna International Arbitral Centre (Vienna Rules) of the Austrian Federal Economic Chamber by one arbitrator appointed in accordance with those rules. The seat of arbitration shall be Vienna, Austria. The language of the arbitration shall be English. The arbitral award shall be final and binding on the Parties. This clause does not prevent either Party from seeking urgent injunctive or conservatory relief from any competent court.

25.3. Before initiating arbitration proceedings, the Parties shall attempt to resolve the dispute in good faith through direct negotiation for a period of thirty (30) calendar days from the date a Party notifies the dispute in writing to the other. This clause does not prevent either Party from seeking urgent injunctive or conservatory relief.

25.4. Severability of the arbitration clause. The arbitration clause in this Article is severable from the rest of the Agreement and these GTC. Any challenge to the validity or enforceability of any other provision shall not affect the arbitration clause.

Article 26. General Provisions

26.1. Entire Agreement. The Agreement, together with the Order Confirmations, annexes and these GTC, constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior negotiations, communications and agreements.

26.2. Order of Priority. In case of conflict, the order of priority is: (a) a specific written Agreement signed by both Parties; (b) the relevant Order Confirmation; (c) the annexes to the specific Agreement or Order Confirmation; (d) these GTC; (e) the quotation; (f) the Buyer's Purchase Order. The Buyer's general terms or conditions of purchase are expressly excluded.

26.3. Amendment. No amendment to the Agreement or to these GTC shall be valid unless made in writing and signed by authorized representatives of both Parties. Amendments exclusively by email are not valid. The Seller may update



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these GTC by publishing a new version on www.plasmaterm.ro with thirty (30) days' notice; the updated version shall apply to Purchase Orders issued after the effective date.

26.4. Severability. If any provision of the Agreement or these GTC is held invalid or unenforceable, that provision shall be severed and the remainder shall continue in effect.

26.5. No Waiver. A failure or delay in enforcing any right under the Agreement or these GTC shall not constitute a waiver of that right.

26.6. Independence of the Parties. The Parties are independent contractors. Nothing in the Agreement or these GTC creates a partnership, joint venture, agency or employment relationship between the Parties.

26.7. Counterparts and Electronic Signatures. The Agreement and these GTC may be executed in two (2) original counterparts and signed with qualified electronic signatures compliant with Regulation (EU) No 910/2014 (eIDAS).

TECHNICAL DEFAULT STANDARDS

Failing agreement on specific tolerances and surface quality in the Order Confirmation or in a separate technical annex, the following default standards apply to the Goods manufactured by the Seller.

1. Dimensional Tolerances

1.1. VDG P690 precision class D1 applies by default for general casting dimensions.

1.2. VDG P690 precision class D2 applies for functional dimensions upon the Buyer's separate request and at a separate price.

3. Steel Castings

3.1. EN 10293 (steel castings for general engineering uses) and EN 10340 (steel castings for structural uses) apply as reference standards for material and mechanical properties.

3. Test Methods

3.1. ISO 148-1:2009 applies as the reference standard for the impact bending test (Charpy test).

3.2. EN ISO 6892-1:2019 applies as the reference standard for the tensile test at room temperature.



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4. Certificate of Conformity

4.1. By default, the Certificate of Conformity is issued by the Seller per VDG P690D1.

4.2. Upon separate request and by separate arrangement, the Seller may provide an inspection certificate type 3.1 per EN 10204:2004, including spectrometric analysis (wt %), mechanical properties (tensile strength Rm, yield strength Rp0.2%, elongation A%, impact toughness KCU kJ/m², hardness HB, decarburized layer thickness).

ISSUED BY

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