THERMOTOP insulation system

GENERAL TERMS AND CONDITIONS OF SALE

THERMOTOP TECHNOLOGY SRL, hereinafter referred to as **"THERMOTOP",** markets a wide range of Products (as defined in Article I of these GTC) intended for thermal insulation works. These Products are sold by THERMOTOP (**the "Seller")** to the Buyer (**the "Buyer")** in accordance with these General Terms and Conditions of Sale (hereinafter the "GTC").

The Seller and the Buyer are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**.

These General Terms and Conditions of Sale apply to all Products marketed by the Seller. In the event that any provision of the GTC conflicts with the essential terms agreed upon by the Parties, as also set forth in the Sales Contract, the provisions of the essential terms shall prevail with respect to such conflicting matters, while the remainder of the GTC shall remain fully applicable.

ART. 1 – ESSENTIAL DEFINITIONS

1. **Products** mean any goods, accessories, or services (a) produced by and/or bearing the trademarks of and sold by the Seller; (b) sold by the Seller. The Products are identified in the Contract, Annex to the Contract, Addendum, and/or in the Order Confirmation.
2. **Sales Contract** means (i) the sale-purchase agreement concluded between the Parties, together with these General Terms and Conditions of Sale (GTC), which form an integral part thereof; or (ii) the Seller's express acceptance of the Buyer's firm order, together with these GTC, which form an integral part and apply accordingly.
3. Express acceptance of the Buyer's firm order may take the form of an "Order Confirmation", hereinafter referred to generically as "**Order Confirmation" or "Confirmed Order"**.
4. **Transport, unloading, handling, storage, and maintenance instructions for each product category** (available at https://thermotop.ro/) form an integral part of these GTC.
5. **Delivery term** is the period specified in the sale-purchase contract or confirmed order within which the Seller undertakes to dispatch the goods under the agreed delivery condition (EXWORKS – at the Seller's terminal in Romania, Brașov County, Ghimbav, Herman Oberth Street 25A, or another address indicated in the order; or DAP – at the terminal/location indicated by the Buyer). The following types of delivery terms are distinguished:
   - delivery on a specific calendar date;
   - delivery within a determined period (e.g., 20 working days);
   - delivery dependent on the fulfillment of certain conditions (e.g., advance payment, submission of product specifications).Unless otherwise specified, the delivery term shall run from the next working day after the advance payment is received by the Seller and/or from the next working day after the product dimensions have been determined through an addendum. If no delivery term has been established, it shall be deemed to be 20 working days from receipt of the advance payment.
6. Product price is expressed in EURO, excluding VAT, and is specified in the sale-purchase contract or Order Confirmation. Product prices are determined based on the prevailing raw material market prices at the date of signing the contract/order/addendum and may be adjusted due to fluctuations in the prices of raw materials included in the products. The exchange rate for the advance payment is the rate pre-established and indicated in the sale-purchase contract or Order Confirmation. The final invoiced price shall be the RON equivalent, calculated at the euro/RON exchange rate on the date of full payment of the product price. If no pre-established rate is specified, payment shall be made at the BNR (National Bank of Romania) rate + 1.5% on the payment date. Any differences resulting from exchange rate fluctuations between the date of invoicing the advance and the date of full payment of the products shall be calculated. Payment shall be made in RON at the euro/RON rate applicable on the date of issuance of the balance invoice. The Seller has the right to request any differences arising between the invoicing rate and the euro/RON rate on the actual payment date, which shall be settled through exchange rate adjustment invoices.

ART. 2 – SCOPE – ENTIRE AGREEMENT

1. The GTC, together with the essential terms set forth in the sale-purchase contract/Order Confirmation concluded between the Parties, constitutes the entire agreement between the Seller and the Buyer and supersede, in their entirety, any prior terms, conditions, or understandings between the Parties.
2. Agreements concluded between the Seller and/or its agents and third parties shall become valid only after the Seller's express written confirmation.
3. Unless otherwise stipulated, documentation, catalogues, technical data sheets/specifications, quality documents/specimens, estimates, sketches/drawings, and

layouts are provided for informational purposes only, and any prior offers made before the contract or Order Confirmation shall become void upon signing of the sale-purchase contract or Order Confirmation. No additions or amendments to the terms of these GTC, requested in the Buyer's Purchase Order or any other documents, including transport documents, shall be binding on the Seller unless the Seller has expressly agreed in writing.

4. By signing the sale-purchase contract and/or the Order Confirmation, the Buyer accepts the terms of the GTC.
5. The Parties mutually agree that the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG – Vienna Convention) shall not apply to these GTC or to the Contract.

ART. 3 – TECHNICAL QUALITIES OF THE PRODUCTS

1. Upon the Buyer's request, the Seller shall provide the Buyer with technical documentation regarding the requested Products. Additionally, at the Buyer's request, the Seller may recommend Products that, in the Seller's view, correspond to the Buyer's requirements, based on architectural designs, drawings, or other technical specifications provided by the Buyer.
2. Any recommendation, statement, or technical information provided by the Seller in this regard is for informational purposes only. The selection of Products, quantities, purpose, and use thereof, as well as the results expected from their use, are solely at the Buyer's discretion. Consequently, the Seller shall bear no liability for the choice of Product type, the results obtained, or that may result from the use of the Products if such use is inconsistent with technical documentation or otherwise inappropriate.
3. The Seller may provide the Buyer only with information regarding the technical characteristics of Products available in its offer, without this constituting a recommendation regarding the determination of the required quantity and/or type of Products ordered by the Buyer. The information provided may be used by the Buyer solely to make decisions regarding the selection of Products available from THERMOTOP and shall in no way engage the Seller's liability for the selection of Products ordered by the Buyer and their subsequent use.

ART. 4 – FIRM ORDER

1. Determining the type and characteristics of the Products and the exact requirement/quantity of Products covered by the order and/or mentioned in the Annex to the sale-purchase contract/Addendum/Confirmed Order is the sole responsibility of the Buyer.
2. The submission by the Buyer of any Confirmed Order and/or signing of the sale-purchase contract/Confirmed Order shall be deemed a confirmation that the Buyer has reviewed these GTC, fully agrees that the contractual relationship between the Seller and the Buyer shall be governed by the terms of the sale-purchase contract/Confirmed Order and these GTC, has had access to and analyzed all necessary technical information regarding the Products ordered, and that the Products and materials ordered have been correctly identified.
3. The Confirmed Order and/or Annex and/or Addendum to the sale-purchase contract must include all elements necessary to identify the requested Products and their characteristics, including the code assigned by the Seller to the respective Products. For validity, the order must contain at least the following elements:
   a) Identification data of the Buyer;
   b) Product code (catalog name) assigned by the Seller, according to the catalogues provided;
   c) Unit of measure and quantity;
   d) Product/material characteristics;
   e) Price for each product/material and the total value of the order and/or annex/addendum;
   f) Delivery term (expressed in days/months/years or fixed date);
   g) Delivery condition, pursuant to Art. 7(A) below;
   h) Commercial condition / Payment method.
4. The Buyer is obliged to verify all elements identifying the Products ordered as stated in the Confirmed Order and/or Annex and/or Addendum to the sale-purchase contract. The Parties agree that the Buyer's signature on the Confirmed Order and/or Annex and/or Addendum signifies the Buyer's full and irrevocable acceptance of the Products ordered and their characteristics.
5. The Seller shall have no liability whatsoever regarding the identification and selection by the Buyer of the Products mentioned in its firm order.
6. Furthermore, the Buyer may not refuse delivery of the ordered Products on the grounds that they no longer meet its needs/projects/investments and/or that they were incorrectly identified/requested at the time of ordering and/or were incorrectly estimated by a specialist (designer/architect, etc.) in terms of quantity.

ART. 5 – ORDER CONFIRMATION

1. The order shall be considered accepted by the Seller exclusively upon the transmission of the Order Confirmation (by signature/stamp) and/or the conclusion of the sale-purchase contract with the Buyer.

2. The Order Confirmation sent by the Seller to the Buyer shall expressly indicate that the present GTC apply to the sale. From the date of receipt of the Order Confirmation from the Seller, the Buyer shall have 2 working days to review, analyze, and negotiate the GTC. If the Buyer raises no requests regarding the GTC within this period, the GTC shall be deemed fully accepted by the Buyer.
3. If the Parties agree on any modifications resulting from the negotiations mentioned above, these shall be recorded in writing and assumed by the Parties.
4. This procedure also applies to a Sales Contract concluded through the express acceptance of the Buyer's firm order and is valid for sale-purchase contracts concluded between the Parties, Framework Agreements, or contracts concluded with Distributors.
5. The Seller reserves the right to refuse the Buyer's order, for example but not limited to: if the Buyer appears in the Seller's records with overdue payments exceeding the due period and/or exceeds the credit limit specified in the sale-purchase contract, and/or if the Buyer modifies/revises the Confirmed Order/sale-purchase contract and/or as a result of the Seller's commercial decision.

ART. 6 – AMENDMENT OF ORDER/CONTRACT

1. Modification of the order by the Buyer is possible only if the order has not yet entered production, and exclusively with the Seller's agreement, expressed by acceptance of the modification within 3 working days from the Buyer's request. If the Seller does not agree to the modification and/or does not respond within 3 days, the modification shall not be possible.
2. If, in addition to the Products mentioned in the Annex/Confirmed Order, the Buyer wishes to send further orders to the Seller, the sale price, delivery term, and other specific conditions for the additionally ordered Products may differ from the initial order.
3. In such case, the Seller may unilaterally decide whether the additionally ordered Products may be delivered under the same conditions (e.g., but not limited to: price, delivery conditions) as the initial batch, expressly stating that it has no obligation.
4. In the event of an increase in prices and/or tariffs for raw materials included in the Products, which affects the prices on which the Contract/Addendum/Order price was based, the Seller has the right to unilaterally adjust the Product price in the Contract/Addendum/Order. The Buyer may accept or refuse the proposed modification within 3 working days from receipt of the notification. If the Buyer accepts the new prices, the modification shall be recorded in writing, and the Contract/Addendum/Order shall proceed based on the new prices. If the Buyer does not accept the new price, the Seller has the right to unilaterally terminate the Contract/Addendum/Order, returning any advance payment within 3 working days from the date of termination notice.
5. The Transportation price under DAP delivery terms may be adjusted in case of increases in fuel prices and/or tariffs, with the Seller having the right to adjust the contractual price accordingly. Indexation occurs automatically, as determined by circumstances beyond the control of the contracting parties. Without prejudice to the above and without constituting a condition for price adjustment, the Seller shall notify the Buyer regarding the application of the indexation.

ART. 7 – DELIVERY, DISPATCH AND TRANSPORT OF MATERIALS

1. The Seller undertakes to observe the agreed delivery term, a tolerance of 5 (five) calendar days of delay nevertheless being permitted. Events that prevent or delay the production of goods—such as, for example, strikes (including business strikes), work stoppages, fires, import bans, delays in the delivery of raw materials or limitations of energy sources, and any other events that may prevent or delay manufacturing—are conventionally considered force majeure events, and the Seller shall not be held liable for delayed delivery.
2. If the Parties have provided for payment of the price in several instalments, or payment of the full or partial price as an advance, the delivery term of the Products shall be extended by the number of days corresponding to the delay in payment of any price instalment/advance.
3. Unless otherwise agreed by the Parties, the Seller may make partial deliveries.
4. The Seller reserves the right to delay deliveries to the Buyer if the Buyer appears in the Seller's records with overdue payments exceeding the due date and/or exceeds the credit limit specified in the Sales Contract and/or if the Buyer makes modifications/revisions to the Confirmed Order/Sales Contract.
5. In the cases mentioned above, the Seller may delay delivery for as long as the causes of delay persist.

A. DELIVERY CONDITIONS

1. **The delivery conditions under these GTC apply both to domestic and international deliveries, namely to national and international contracts.**
2. **In the case of domestic deliveries, if one or more of the principles underlying the delivery conditions mentioned below are not compatible with the actual circumstances (for example: import-export customs charges), the Parties shall not apply those principles.**

3. **Commercial terms (such as "franco Brașov", "loco Beneficiar") shall be interpreted in accordance with INCOTERMS 2010 published by the International Chamber of Commerce.**

At the time of placing the order pursuant to the paragraphs above, the Buyer may choose one of the two delivery methods:

i. EX WORKS DELIVERY CONDITION

1. Delivery of the Products shall take place at the Seller's terminal in Romania, Brașov County, Ghimbav, Herman Oberth Street 25A, or another terminal indicated by the Seller.
2. From the date the Products are delivered, the risks shall transfer to the Buyer, the delivery date being considered the day on which the Products are handed over to the Buyer or to the forwarding agent/carrier at the Seller's terminal. The signing of the Products' dispatch note and/or the CMR by the Buyer's representative constitutes the Buyer's express acceptance of the Products covered by the Contract/order, as well as acceptance of the invoice related to those Products, and the express acknowledgement of the debt thus created towards the Seller (even in the absence of signing the invoice).
3. The Buyer undertakes to issue an authorization (delegation) for the person who will receive and load the Products, this person being considered the Buyer's representative in relation to the Seller, according to Art. 1309 para. (2) of the Civil Code, who validly binds the Buyer before the Seller with respect to receiving and accepting the Products delivered by the Seller, in the quantity, size type, quality, and technical characteristics stated in the Annex to the Contract/Order and in the dispatch notes and transport documents (including CMR). This person may sign, on behalf and for the account of the Buyer, any such documents, and the signature of this person fully binds the Buyer, without requiring the Buyer's stamp. The Buyer expressly declares that it understands to exempt the Seller from any liability regarding any effect produced by the failure to present the authorization, its falsification, or the discrepancy between the authorized person and the person present at the receipt of the Products.
4. **Transport and unloading of the Products from the Seller's terminal to the destination chosen by the Buyer shall be carried out by the Buyer at its own risk and responsibility, and the Buyer shall exclusively bear all costs related to the transport and unloading of the Products.**
5. Unloading of the Products shall be performed in accordance with the transport, unloading, handling, storage, and maintenance Instructions applicable to the product category, the Parties agreeing that failure to comply with the rules stipulated in the above-mentioned documents results in the Buyer losing the warranty on the delivered Products.
6. The Buyer shall be present (personally or through its representative) at the delivery of the Products and their receipt.
7. Quantitative reception and apparent defects: Any complaints regarding the quantity, palletizing, packaging, and/or labeling of the delivered goods shall be made at the time of delivery and recorded by the Buyer in the dispatch note and/or in the Products' CMR. No subsequent complaint shall be considered.
8. The signing without objections of the Products' dispatch note and/or CMR by the Buyer implies irrevocable and full acceptance of the delivered Products, both quantitatively and with respect to any apparent defects.
9. **The Buyer is obligated to check the goods at the time of delivery at the Seller's** terminal and inform the Seller of any apparent defects, in accordance with the Sales Contract, otherwise the Seller shall be considered to have duly fulfilled its obligation to deliver the goods in the quantity, size type, and characteristics stated in the Confirmed Order and/or Annex and/or Addendum to the sale-purchase contract.
10. Apparent defects of the Products, consisting of manufacturing defects, must be reported by the Buyer to the Seller by phone before loading the truck, the Buyer having the obligation to wait for the Seller's representative to arrive on site in order to verify the validity of such claims.
11. In the case provided in paragraph 10 above, the Buyer is obligated to take photographs of the affected Products and draw up documents recording these defects.
12. Failure by the Buyer to comply with this procedure exempts the Seller from liability for apparent defects of the delivered Products, and the Buyer shall be obliged to pay their value pursuant to the Sales Contract.
13. **Qualitative reception of the Products shall be carried out by the Buyer** within a maximum of 5 working days calculated from the date of delivery of the Products and the signing by the Buyer of the reception report and/or the dispatch note and CMR. Notification regarding qualitative shortages of the Products shall be sent in writing to the Seller within the aforementioned term.
14. Notification regarding qualitative shortages of the Products must necessarily be accompanied by photographs of the defects. Following the notification, within a maximum of 5 working days from receipt of the notification, the Seller must respond to the Buyer and send its representative to the Buyer's location to draw up a record of findings regarding the qualitative shortages of the Products.

15. The complaint shall not be considered in the absence of evidence of defects and of a signed record of findings, as well as the presence of the THERMOTOP representative at the site.
16. For international contracts, the DAP condition shall be considered the DAP condition in accordance with INCOTERMS 2010.

ii. DAP DELIVERY CONDITION

1. Delivery of the Products shall be carried out by the Seller at the terminal (location) indicated by the Buyer, according to the Confirmed Order and/or Annex and/or Addendum to the sale-purchase contract.
2. The Buyer assumes full responsibility for accurately indicating the delivery terminal; in this regard, the Seller is exempt from any liability for delays in the delivery of the Products.
3. The Buyer is obliged to ensure access for trucks to the unloading point (asphalted, concreted, or gravel road under suitable conditions), as well as the truck's exit from the site to a public road.
4. **From the date of delivery of the Products, the risks are transferred to the Buyer**, the delivery date being considered the day on which the Products are made available to the Buyer for unloading.
5. **Receipt of the Products shall take place at the location indicated by the Buyer and mentioned in the Annex to the Contract/Confirmed Order.**
6. The signing of the reception report and/or the dispatch note for the Products and/or the CMR (transport document) by the employees/collaborators designated by the Buyer shall constitute the Buyer's express acceptance of the delivery of the Products covered by the Sales Contract, as well as acceptance of the invoice related to those Products and express acknowledgment of the debt thus created towards the Seller (even in the absence of signing the invoice).
7. For this purpose, the Parties agree that the signature of the persons receiving the Products at the delivery location indicated by the Buyer—employees/collaborators of the Buyer—shall be considered, under the Sales Contract and Article 1309 para. (2) of the Romanian Civil Code, as signatures of the Buyer's representatives in relation to the Seller, validly binding the Buyer with respect to the receipt and acceptance of the Products delivered by the Seller, in the quantity, type and technical characteristics mentioned in the Confirmed Order and/or Annex and/or Addendum to the sale-purchase contract, as well as in the dispatch notes and transport documents or reception reports. These persons may sign any such document on behalf and for the account of the Buyer, their signatures fully binding the Buyer without requiring the Buyer's stamp.
8. **Delivery costs of the Products (dispatch, loading, transportation to a location with unrestricted truck access) shall be borne by the Seller, while handling and unloading costs shall be borne exclusively by the Buyer. DELIVERY COSTS DO NOT INCLUDE CITY ACCESS FEES AND/OR FEES FOR RESTRICTED TRAFFIC ZONES.**
9. The Seller has the right to determine the number and capacity of the means of transport used for dispatching the Products. Any modification occurring after the signing of the sale-purchase contract regarding the number and capacity of the transport vehicles used shall not affect the total contractual transportation price. By exception, only in the case of increased product quantities requested by the client, the transportation price shall be adjusted accordingly and recorded in an Addendum concluded between the Parties.
10. Unloading of the Products shall be carried out in accordance with the Instructions for transport, unloading, handling, storage, and maintenance applicable to the product category. The Parties agree that failure to comply with the rules provided in the above-mentioned documents shall result in the Buyer losing the warranty for the delivered Products.
11. The Buyer shall be present (personally or through its representatives) at the delivery (and unloading) of the Products and at their reception.
12. **Quantitative reception and apparent defects:** Any complaints regarding the quantity, packaging, palletizing, or labelling of the delivered goods must be raised at the time of delivery and recorded by the Buyer in the reception report and/or in the dispatch note and CMR (transport document). No subsequent complaint shall be considered.
13. Signing the reception report and/or the dispatch note and CMR without objections by the Buyer constitutes irrevocable and full acceptance of the delivered Products, both quantitatively and with respect to any apparent defects.
14. The Buyer is obliged to inspect the goods at the time of delivery and inform the Seller of any apparent defects identified, in accordance with the Sales Contract; otherwise, the Seller shall be deemed to have duly fulfilled its obligation to deliver the Products in the quantity, type, and characteristics stated in the Confirmed Order and/or Annex and/or Addendum.
15. Apparent defects of the Products, consisting of manufacturing defects or damages resulting from loading or transport, must be reported by the Buyer to the Seller by phone BEFORE UNLOADING THE TRUCK, the Buyer being obliged to wait

for the Seller's representative to arrive on site to verify the validity of the complaints.

16. In the case provided under paragraph 15 above, the Buyer is obliged to take photographs of the affected Products and prepare documents recording these defects, which must also be mentioned on the relevant CMR consignment note or the dispatch note, as applicable.
17. Failure by the Buyer to comply with this procedure releases the Seller from liability for apparent defects of the delivered Products, and the Buyer shall be obliged to pay their value under the Sales Contract.
18. Qualitative reception of the Products shall be carried out by the Buyer within a maximum of 5 working days calculated from the date of delivery of the Products and the Buyer's signing of the reception report and/or dispatch note and CMR. Notification regarding qualitative shortages must be communicated in writing to the Seller within the above-mentioned term.
19. The notification regarding qualitative shortages must be accompanied by photographs of the defects. Following the Notification, within a maximum of 5 working days from its receipt, the Seller must respond to the Buyer and send its representative to the Buyer's location to prepare a findings report regarding the qualitative shortcomings of the Products.
20. A complaint shall not be considered in the absence of evidence of the defects and of a signed findings report, as well as the presence of the THERMOTOP representative on site.
21. For international contracts, the DAP condition shall be considered the DAP condition according to INCOTERMS 2010. Also, for international contracts, all deliveries shall be mandatorily accompanied by a CMR (Consignment Note pursuant to the 1956 Geneva Convention).

B. RECEIPT OF PRODUCTS

1. For production orders, the Buyer shall be notified by fax/email of the completion of order processing by means of a "Goods Ready Notice" / "Delivery Notification" in order to prepare/hand over/pay the agreed payment instruments and/or to agree upon the delivery date within 3 working days from the issuance of the notification.
2. The Buyer is obliged, within 1 day from receipt of the notification, to provide the Seller with proof of payment and/or hand over the payment instruments and (if applicable) confirm whether it agrees with the delivery date.
3. If the Buyer does not pay/hand over the due payment instruments and/or does not respond to the notification sent by the Seller, or informs the Seller that it does not wish the goods to be delivered for any reason on the date specified in the notification, then:
   a) The Buyer shall pay the Seller a storage fee of 0.25 EUR/sqm/day, calculated on the surface area of the PIR boards, starting from the 10th day after receiving the Goods Ready Notice / Delivery Notification and until the moment of delivery of the Products or termination of the Contract/order;
   b) After a period of 20 days from receipt of the Goods Ready Notice / Delivery Notification, the Seller shall be released from any obligation regarding the quality of the Products;
   c) After a period of 30 days from receipt of the Goods Ready Notice / Delivery Notification, the Sales Contract shall be automatically terminated by law, without any formalities, the Parties agreeing that the Buyer's delay arises solely from its failure to perform the essential obligations of payment and receipt of the Products.
4. In such case, the Buyer shall owe the Seller both the storage fee mentioned under letter (a) and damages equal to the advance paid by the Buyer, plus the purchase price of the raw materials used by the Seller in producing the non-received Products.
5. The Buyer is obliged to appear, personally or through a representative, to carry out the reception on the date mentioned in the notification or on a later date communicated by the Buyer to the Seller, subject to the provisions of point (3) letters a–c above.
6. If the Buyer or its representatives appear late relative to the date and/or established time interval for the delivery and loading operations, the Seller is entitled to apply a penalty of 100 EUR for each failure to appear. If two or more such incidents occur within 30 days, from the second non-appearance the penalty shall be 250 EUR for each instance.
7. If the Buyer does not appear for reception, the Sales Contract shall be automatically terminated by law, without any formalities, the Parties agreeing that the Buyer is in default solely through failure to perform the essential obligation of receiving the Products.
   In such case, the Buyer shall owe the Seller both the storage fee mentioned under paragraph (3)(a), if applicable, and damages equal to the advance paid by the Buyer, plus the purchase price of the raw materials used by the Seller in producing the non-received Products.
8. If the payment obligation is subject to a term and, after concluding the Sales Contract, the Buyer becomes insolvent, the Seller may suspend performance of the delivery obligation until the Buyer provides sufficient guarantees that payment will be made by the agreed due date.
9. If the Products are paid for and the Buyer does not receive them and/or does not wish the goods to be delivered for any reason, after the expiry of 30 days from receipt of the Goods Ready Notice / Delivery Notification, the undelivered

Products shall be declared scrapped by the Seller, and the Buyer shall lose the right to request their subsequent delivery as well as the right to reimbursement of their value. Furthermore, the Buyer shall owe damages equal to the advance paid plus the purchase price of the raw materials used by the Seller in producing the non-received Products.

ART. 8. PACKAGING

1. The Products are supplied packaged, and the packaging cost is included in the price of the Products.
2. Marking, if requested, will be carried out in accordance with the standards adopted by the Seller, unless the Buyer has other requirements that have been expressly agreed by the Seller.
3. Any requirement from the Buyer, agreed by the Seller, regarding the packaging or marking of the Products in a manner different from the standard one, shall generate additional costs for the Buyer.

ART. 9. TOLERANCES

1. THERMOTOP thermal insulation boards are regulated by the European standard SR EN 13165 + A2:2016.
2. The Buyer accepts the tolerances indicated in the Seller's catalogues and/or technical specifications (latest edition) and/or the applicable international standards.

ART. 10. TRANSFER OF OWNERSHIP. CONTRACTUAL LIABILITY

1. The Buyer shall acquire ownership of the Products once the full agreed price has been paid.
2. For total or partial non-performance, or for improper performance of the obligations under the Contract/Order, the parties owe penalties under the following conditions:
    a. in the event of failure to comply with the delivery term, the Seller shall owe delay penalties amounting to 0.15% per working day of the value (excluding VAT) of the undelivered products, starting with the first day after the expiry of the tolerance term under Art. 7(1) of these GCS. Delay penalties may not exceed the amounts collected by the Seller from the Buyer under the sale contract/confirmed order.
    b. in the event of the Buyer's failure to fulfil the payment obligation, in the amount and within the deadlines provided in the sale contract/confirmed order, the Buyer shall owe the Seller delay penalties of 0.15% per calendar day of the value (excluding VAT) of the Sale Contract, to which exchange rate differences related to the period of delay will be added.
3. Delay penalties shall also apply during any extensions of the payment term granted to the Buyer either by written agreement of the Seller or by a competent court decision. Thus, the delay penalties under Art. 10(2)(b) remain applicable even if the Seller grants the Buyer a written grace period for fulfilling the payment obligation. In such case, the Seller expressly agrees to temporarily limit its right to initiate judicial recovery procedures or to unilaterally terminate the Sale Contract until the expiration of the grace period, without affecting the other rights derived from the Sale Contract.
4. Payment of delay penalties does not grant the Buyer the right to delay payment of the outstanding amounts.
5. If the Buyer fails to pay the price within the agreed terms, the Seller may:
   (i) request termination of the contract and return of the sold Products, retaining any amounts already paid as damages, while also being entitled to recover the full damage (of any type) caused by the Buyer's non-performance; and/or
   (ii) request specific performance of the Contract; or
   (iii) exercise any other rights available under applicable law.
6. Under no circumstances shall the Seller's liability cover indirect, collateral, unforeseeable damages (including loss of profit) or any other losses suffered directly or indirectly by the Buyer or any other person.
7. The Buyer shall not oppose or hinder, in any way, the Seller's access to the goods or the removal of unpaid Products.
8. It is expressly stated that, regardless of the method of performance or termination of the Sale Contract, the Buyer shall not, at any time, benefit from a right of retention over the Products.

ART. 11. INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property rights related to the Products, technical documentation, and any other documents or items used by the Seller, as well as any intellectual property rights related to know-how, manufacturing methods, sketches, trademarks, logos, and designs used by the Seller in its activity, are the exclusive property of the Seller.
2. The Buyer undertakes to respect these intellectual property rights and is not entitled to copy, modify, replicate any Product using various techniques—reconstruction, disassembly, reverse engineering, etc. The same restrictive regime applies to the technical documentation associated with the Products, as well as to any part and/or assembly thereof.
3. Furthermore, the Buyer is not entitled to delete, modify, or destroy trademarks, logos, identification numbers, product codes, or any other documentation related to the Products.

4. Any such use in breach of this clause shall be considered an offence by the Seller and may be subject to a criminal complaint filed with the competent authorities.

(5) Moreover, in the event of a breach of the above obligations, the Buyer shall fully compensate the Seller for any type of damage caused (direct, indirect, material, moral, etc.) and shall also be liable to pay damages amounting to EUR 200,000.

ART. 12. WARRANTIES

1. **If the delivered Products are affected by apparent defects, the parties agree that, under the warranty obligation, the Seller shall replace the respective goods within 20 working days from the date such defects are established by the Seller's representatives, subject to the fulfilment of the obligations** relating to Quantitative Reception and apparent defects.
2. The Buyer is obliged to carefully inspect each product before installation/assembly; in this regard, the Seller will not bear any costs related to the installation / removal / reinstallation of non-conforming products.
3. The existence of goods affected by defects does not relieve the Buyer from the obligation to receive the remaining delivered goods or to fulfil any other obligations under the Sale Contract. The Seller shall replace/compensate only the non-conforming goods.
4. **In the case of hidden defects, the warranty period is calculated from the date of invoicing the product and is: 12 (twelve) months**.
5. During the warranty period, if the Buyer identifies hidden defects, **the Buyer must notify the Seller in writing within 2 working days from the date of their discovery, under penalty of losing the warranty.**
6. If the Seller considers that the Products are defective, the Seller shall have the exclusive obligation, at its sole discretion, either (i) to remove the defects identified, or to replace the Products, or to reimburse their value, or (ii) to reduce the price or cancel the contract if the price has not yet been paid by the Client. The Seller's liability shall not cover indirect or collateral damages (including loss of profit), unforeseeable damages, or any losses suffered directly or indirectly by the Buyer or any other person due to production deficiencies, potential market losses, or any similar reason. The amount for which the Seller may be held liable under its warranty obligation shall not exceed the invoiced value of the delivered Products. Replacement Products shall be made available to the Buyer under the same delivery terms as those specified in the contract/order for the Products subject to the complaint.
7. The parties agree that the Seller's liability for defects is excluded, and the Buyer may not invoke the warranty in the following cases:
   i. if the warranty claim is made outside the warranty period;
   ii. if the Buyer fails to comply with the Instructions for transport, unloading, handling, storage and maintenance for the product category, or with the installation term;
   iii. if the Buyer fails to comply with the product operating conditions;
   iv. if the Buyer uses the goods for a purpose other than their generally accepted purpose (as officially declared by the Seller in catalogues, data sheets or technical specifications);
   v. if the Buyer performs repairs or any interventions on the products without the Seller's prior written consent; in such case, the products lose their warranty, and the Seller cannot be obliged to pay any amount related to repair works or interventions performed by the Buyer;
   vi. any other improper or culpable use of the Products by the Buyer;
   vii. the Seller is not liable for defects resulting from improper storage and/or handling. Products must be stored and handled as indicated by the Seller or, if such indications are missing, at least in accordance with generally accepted practices. Failure to comply with the following minimum storage rules results in loss of warranty:
   a) THERMOTOP insulation boards must be stored in their original packaging, indoors, on wooden racks (pallets), clean, ventilated, protected from sunlight, heat sources, fire, corrosive substances, and sharp objects. Long exposure to high temperatures can cause deformation of the foam or facings. Moisture absorption due to direct exposure or contact with wet surfaces affects the stability of the facings and causes loss of flatness.
   b) THERMOTOP packs must be placed in complete woven layers (each successive layer oriented perpendicular to the previous one). Avoid edge stacking.
8. **THE WARRANTY DOES NOT COVER:**

i. Failure to comply with the product operating conditions in chemically non-aggressive environments and/or cleaning with chemically or mechanically non-aggressive products;
ii. Damage caused by external factors: floods, earthquakes, fires, mechanical shocks, thermal shocks, corrosive fumes, etc.;
iii. Use of products in highly corrosive or chemically affected environments;
iv. Cutting the products using abrasive discs, welding tools, and/or cutting tools that generate metallic residues;
v. Damage caused by unstable roof structures on which the products were mounted or by subsequent movement/displacement of such structures;

vi. The Beneficiary used the products after discovering a defect and did not notify THERMOTOP in writing, or the Beneficiary refused THERMOTOP access to examine the products;
vii. Defects caused by extreme weather conditions (hail, storms, etc.), natural disasters or force majeure (war, riots, fires, etc.);
viii. Defects caused by improper construction/installation, improper maintenance, unauthorized repairs or modifications, or design/installation errors exceeding accepted methods for installation. The Seller is not liable for problems caused by foundations or soil defects; responsibility for structural design defects lies with the structural designers;
ix. Exposure to sunlight and/or extreme weather conditions may cause appearance changes; such natural effects are NOT covered by warranty;
x. Installation of THERMOTOP insulation boards in weather conditions other than the specified ones: dry weather, no rain, temperatures between +5°C and +25°C, maximum relative humidity 75%;
xi. After installation, exposure to extreme weather and/or sunlight for more than 90 days without applying a reinforcing base coat over the vapour barrier may cause deterioration of the vapour barrier;
xii. Damage such as scratches, impacts, cracks, tears, dents, physical/mechanical deformation occurring during loading when products are not palletized completely and/or when the transport vehicle does not allow side loading.

9. The Seller shall not be liable for acts/omissions of the Buyer or its agents that are inconsistent with what would reasonably be expected from professionals in the field.

10. Complaints may be rejected by the Seller if the Buyer refuses to cooperate in inspecting and evaluating the reported defects.

11. Products subject to the complaint must be made available to the Seller in the condition in which they were delivered, including in accordance with any specific instructions provided by the Seller.

12. If the claims prove unfounded, the Seller shall charge inspection costs and any third-party evaluation costs.

13. The Seller assumes no responsibility for repairs performed by third parties.

14. The warranty is conditional upon:

a) compliance with the Instructions for transport, unloading, handling, storage and maintenance for each product category;
b) the product not having suffered damage or deterioration between the sale date and the installation date;
c) full payment of the claimed products and compliance with the contractual terms.

15. Submission of the complaint and procedural aspects:

a) Any complaint must be submitted in writing within 2 working days from discovery of hidden defects, accompanied by documents proving product purchase and installation within 120 days;
b) The Beneficiary must allow THERMOTOP representatives access to the products subject to the complaint;
c) For warranty purposes, the Beneficiary must allow free access to the site/building to verify compliance with handling, storage, and installation conditions;
d) Any objection, complaint, legal procedure or action arising from this certificate or related to the products shall be analysed by THERMOTOP within 20 working days. The Beneficiary may:
– expressly accept in writing the solution proposed by THERMOTOP, or
– agree that the complaint is not covered by warranty, or
– submit an additional complaint within 20 working days from the date THERMOTOP took action or replied that the complaint is unfounded.

Failure to respond constitutes waiver of the complaint, which shall be deemed closed.

e) If THERMOTOP offers one or more remediation options, the Beneficiary must analyse and reply within 20 working days. Failure to reply closes the complaint and THERMOTOP will no longer be bound by any proposed remedy. THERMOTOP may also issue a Final Remedy Offer; if the Beneficiary does not accept it within 20 working days, the complaint is considered closed.

(16) Replacement or repair of products deemed defective will not extend the original warranty period.

(17) THERMOTOP reserves the right to modify or improve the products without prior notice to end users and shall not be liable for discontinuing or replacing products with improved ones. If a product is replaced under warranty, THERMOTOP may use similar products of equal quality and price if the original product is no longer standard or has been modified.

(18) The warranty certificate and/or declaration of performance and/or certificate of conformity and/or the Sale Contract are the only authentic documents issued by THERMOTOP regarding product warranty. Any other documents containing warranties are not valid. Distributors, dealers and installers are not authorized to extend or modify the warranty terms in any way.

(19) The warranty provided herein does not apply to:
a) products knowingly purchased by the Buyer with visible defects/deformations;
b) products invoiced and/or clearly labelled as “second quality/category”;
c) unsealed products (stock from showroom display, raw-material testing, returns under Art. 7 section B para. 10–11 or Art. 12 para. 7, end-of-line products, products from unfulfilled orders, etc.) which may show visible defects. These will be labelled “stock category 1A” or “stock without order”.

(20) Under Art. 5(a) of Regulation (EU) No 305/2011, the Manufacturer/Seller shall not issue declarations of performance or similar documents for construction products manufactured individually or on request, not produced in a series process, made for a specific construction and installed in a single identified building. Responsibility for such specific products lies exclusively with the Buyer and/or the designer, architect, and persons responsible for safe execution of the construction. The Buyer must notify the Seller in writing within 2 working days of identifying such products, under penalty of losing the warranty.

ART. 13. PRICES. PRICE ADJUSTMENT

(applicable to Framework Contracts or those concluded with Distributors)

1. The price of the Products is expressed in EURO, exclusive of VAT, and is specified in the confirmed order. The Product price is established based on the raw material market conditions in force at the date of signing the order confirmation and may be adjusted as a result of fluctuations in the prices of raw materials incorporated into the products. The exchange rate applicable to the advance payment is the one predetermined and indicated as such in the sale contract/order confirmation. The final price to be invoiced is the equivalent value in RON, calculated at the euro/lei exchange rate on the date of full payment of the product price. If no predetermined exchange rate is provided, payment shall be made at the National Bank of Romania (NBR) exchange rate +1.5% on the payment date. Exchange rate differences will be calculated between the date of invoicing the advance and the date of full payment of the products. Payment shall be made in RON at the euro/lei exchange rate on the date of issuing the balance invoice, and the Seller has the right to claim any differences arising between the invoicing exchange rate and the euro/lei exchange rate on the actual payment date, such differences being regularised through exchange rate adjustment invoices.
2. The Seller reserves the right to modify the general price lists, with 15 days' prior notice to the Buyer. The new price list shall become an Annex to the contract/order from the moment of its notification and shall apply starting with the first order placed after its effective date (the date will be specified in the content of the Annex).

ART. 14. PAYMENT TERMS

1. The payment method, instalments and deadlines are established in the sale contract/confirmed order.
2. If no specific deadline has been established, the price shall be paid as follows:
   a) the advance – regardless of the amount – or full advance payment = within 5 calendar days from the date of signing the sale contract/addendum/confirmed order;
   b) the balance = within 5 calendar days from the date of issuing the goods-ready notice/delivery notification, and in any case prior to delivery of the goods.
3. Receipt by the Seller of amounts paid under the Buyer's order does not constitute acceptance of the order. The order/Contract is considered accepted only after it is signed by both the Buyer and the Seller.
4. No payment made by bank transfer shall be considered received until the Seller's bank account has been credited. If the payment date falls on a Saturday, Sunday, or public holiday in Romania, the Buyer shall take all necessary measures to ensure that the payment is received by the Seller on the working day preceding that Saturday, Sunday, or public holiday.
5. The advance amount will be reversed (stornated) at its RON value as invoiced on the date of issuing the final invoice for the delivered products.
6. If the advance invoice is not paid within the deadline provided under paragraph (2), the Seller may unilaterally adjust the product prices due to increased procurement costs for raw materials. If the Buyer does not accept the new price, the Sale Contract/Addendum/Order shall be automatically terminated by law, without any prior notice, formalities, or court intervention.
7. In any circumstance, if the advance invoice is not paid by the last working day of the month, it shall be reversed and the Sale Contract/Addendum/Order shall be automatically terminated by law, without prior notice, formalities, or court intervention.
8. If, for any reason (e.g., banking system dysfunctions), the Seller's bank account is not credited with the amounts paid by the Buyer, the payment obligation does not cease. The Buyer must ensure settlement of the outstanding amounts, including all implications thereof (which may cause delays in production of the order).
9. For post-delivery payment terms (regardless of payment method: bank transfer, payment instrument), the amount of supplier credit granted by the Seller may be unilaterally modified at any time during the contract (including but not limited to: increase, reduction, suspension, cancellation, in whole or in part), depending on the Seller's assessment of the Buyer's financial capacity.
10. The Seller reserves the right to offset the Buyer's debts and to allocate the Buyer's payments to invoices overdue by more than 30 days, plus interest or penalties, in the following order: costs, interest/penalties, principal. The Buyer may not refuse payments or offsets, even if

disputes exist between the parties. In case of payment delays, the Buyer shall not be entitled to request delivery of goods. These provisions apply without prejudice to the damages that the Seller may claim from the Buyer.

11. In the event of any delay in payment or failure by the Buyer to fulfil any obligation, or if the Seller has doubts regarding the Buyer's solvency or creditworthiness and the Buyer is not willing to make advance payments or provide guarantees, the Seller is entitled to terminate the contract or to postpone, without the Buyer's consent, performance of the unexecuted part of the contract. In such case, all amounts due by the Client—whether already due or not—become immediately payable, without notice from the Seller and without formal default.
12. All bank charges, except those of the Seller, shall be borne by the Buyer.
13. Invoices will be sent to the Buyer by email and/or fax and/or registered letter/courier, at the addresses indicated in the introductory section of the contract/order or subsequently notified.
14. The invoice is deemed received on the first working day following the day of sending, when transmitted by email/fax; if sent by post, it is deemed received on the date indicated by the receiving postal office.
15. Since all information necessary for payment is included in the sale contract/confirmed order, the Buyer is obliged to pay the amounts due at maturity, regardless of whether or not the Buyer has received the corresponding invoice. The Buyer may not invoke non-receipt of the invoice as justification for delay or non-payment (in full or in part).
16. The invoice circulates without stamp or signature, according to Romanian Tax Code (Law 227/2015).
17. The Buyer shall return one signed and stamped copy of the invoice within 3 (three) days from receipt.
18. Any objections regarding the value of issued invoices may be notified to the Seller by post or fax within 72 hours from receipt of the invoice.
19. Failure to submit such objections within the above deadline constitutes implicit acceptance of the invoice(s) by the Buyer.
20. If delivery of the Products is VAT-exempt — due to intra-community supply or export — and the Buyer assumes the risk and cost for all or part of the shipping or transport activities (EXW delivery), the Seller shall apply VAT exemption only if the Buyer provides substantial proof of shipment/transport to the destination country (including but not limited to: 2 separate pieces of evidence issued by 2 independent parties, unrelated to either the Seller or Buyer, plus the Buyer's written declaration in accordance with Implementing Regulation (EU) No. 282/2011 as amended by Regulation (EU) 2018/1912 and relevant national legislation).
21. At the Seller's simple request, the Buyer must send the following within 5 working days from receipt of such request: a) copy of the invoice for delivered goods; b) copy of the dispatch note/delivery note or transport document showing delivery confirmation.
22. If the deadline indicated under paragraph (21) is not met, the Seller has the right to apply penalties of 100 EUR for each day of delay. However, penalties may not exceed the VAT value due for the delivery, expressed in EUR.
23. The Buyer must immediately (within 1–3 days) inform the Seller regarding:
    a) any change of the Buyer's VAT identification number for intra-community transactions;
    b) any change of the Buyer's company name or address;
    c) any modification of the Buyer's fiscal identification details.

ART. 15. FORCE MAJEURE AND FORTUITOUS EVENT

1. The Parties shall not be liable when the damage is caused by force majeure or by a fortuitous event, as defined under Article 1351 of the Romanian Civil Code.
2. The Party invoking force majeure or the fortuitous event must notify the other Party within 5 days of the occurrence of the event and must take all possible measures to limit its consequences.
3. If the event does not cease within 30 days from its occurrence, the Parties shall have the right to notify the automatic termination of the Sale Contract, without either Party being entitled to claim damages.

ART. 16. NOTICES

1. For the purposes of these CGV, any notice sent by one Party to the other shall be deemed validly made if transmitted to the address/registered office specified in the introductory section of the sale contract/confirmed order.
2. If the notice is sent by post, it shall be delivered by registered letter with acknowledgment of receipt (A.R.) and shall be considered received by the recipient on the date indicated by the receiving post office on said acknowledgment.
3. If the notice is sent by email or telefax, it shall be considered received on the first working day following the day of transmission.
4. Verbal notices shall not be taken into consideration by either Party unless confirmed through one of the methods provided in the paragraphs above.

ART. 17. LANGUAGE, JURISDICTION AND APPLICABLE LAW

1. These CGV are drafted in Romanian. The translation of the CGV into Bulgarian, English, Hungarian, Russian and Serbian is solely intended to inform the Parties of their mutual contractual obligations, and despite the accuracy of the translation, the original version of this document is drafted in Romanian, therefore in case of conflict between the Romanian version and any foreign-language version, the Romanian version shall prevail.
2. A copy of this text in any of these languages may be obtained upon simple request or may be consulted on the THERMOTOP website, https://www.THERMOTOP.ro/termenisiconditii.html. This possibility is expressly mentioned in the offer form, order form, order confirmation and invoices issued by the Seller, as well as in the product catalogues.
3. The Parties shall make all reasonable good-faith efforts to amicably settle any dispute arising from or in connection with the Sale Contract.
4. The Sale Contract has been concluded, shall be interpreted, and shall be governed in accordance with Romanian law.
5. In the event of conflicts, divergences, disputes or controversies arising from or connected with the Sale Contract—including its conclusion, performance and/or termination—and which cannot be settled amicably, the Parties mutually agree to establish, by convention, that jurisdiction shall lie with the courts of the Municipality of Brașov, respectively the courts having jurisdiction over the Seller's/Furnisher's secondary office located in the Municipality of Brașov.

ART. 18. PERSONAL DATA PROTECTION

1. The protection of your personal data is important to us; therefore, we pay particular attention to safeguarding the personal data of all those with whom we conduct business operations, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the processing of personal data and the free movement of such data ("GDPR"). THERMOTOP TECHNOLOGY SRL processes personal data for legitimate purposes, as explained below. Personal data processing is carried out using mixed means (manual and automated), in compliance with legal requirements and under conditions ensuring security, confidentiality and respect for the rights of the data subjects.
2. In general, we record only the personal data you disclose when purchasing our products or when your registration is processed during the use of our services (e.g., the loading time-slot scheduling application). The personal data are strictly business-related: name, surname, job position, business email, business phone, business address, company/organization name or billing-related data: name and surname/company name, home address/registered office, fiscal data, email address, phone number, bank account. The legal basis for collecting such data is our legitimate interest (Art. 6(1)(f) GDPR) to ensure the highest quality of services or the performance of a commercial contract (Art. 6(1)(b) GDPR).
3. THERMOTOP will treat this data with full confidentiality, in compliance with the applicable data protection legislation. As a rule, THERMOTOP will not disclose such information to third parties without your consent, except where necessary for implementing and executing the contract/order, for delivering the products, or where legally permitted.
4. In case of payment delay, we may delegate a debt collection agency or a lawyer to recover the outstanding amount. For this purpose, the necessary data will be forwarded and used in compliance with all applicable data protection guidelines.
5. In accordance with Regulation (EU) 679/2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, THERMOTOP is obliged to manage safely and only for the specified purposes the personal data you provide about yourself, a family member or another person. Any person has the right to refuse the transmission of data, which leads to suspension of the services offered by THERMOTOP to the person concerned and/or the impossibility of performing the contract.
6. The rights of the data subjects are outlined in the privacy policy (available at https://www.THERMOTOP.ro/files/Politica_de_confidentialitate.pdf), which forms an integral part of these CGV.

ART. 19. MISCELLANEOUS

1. Amendments. These CGV may be amended exclusively at the initiative of the Seller and/or by agreement of the Parties through an addendum to the Contract, duly signed by both Parties.
2. Hardship. The Buyer expressly assumes the risk of changes in the circumstances of the Contract and irrevocably waives the right to invoke hardship.
3. Partial Invalidity. If any provision of these CGV is or becomes null, illegal or unenforceable for any reason, that provision shall be deemed separated from the rest, and the validity, legality or enforceability of the remaining provisions shall not

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be affected. If the invalid, illegal or unenforceable provision can become valid, legal or enforceable through reasonable modification, then it shall be modified to the minimum extent necessary to become valid, legal or enforceable. If the separation or modification of such provision affects other rights and/or obligations of the Parties, the Parties shall make reasonable efforts to replace it with a valid, legal and enforceable provision that best reflects their original intention.

4. Waivers. Any term or condition of these CGV may be waived at any time by the Party entitled to benefit from it, but no waiver shall be effective unless made in writing and duly signed by or on behalf of the waiving Party. No waiver by a Party of any provision or condition, on one or more occasions, shall be considered or construed as a future waiver of that provision or of any other provision.
5. Assignment of the Contract. Subcontracting. The Buyer may not assign its rights and obligations under the Sale Contract unless the Seller gives prior written consent. The Seller may subcontract the fulfilment of certain obligations without any formalities and may assign its receivables arising from the Sale Contract to its financiers. The Seller may also assign any receivable without any prior formality, the assignment being enforceable against the Buyer from the date the Buyer is notified in accordance with the Civil Code.
6. The Sale Contract shall terminate in the following situations: a) as a result of termination by the Buyer, if the Seller, through its exclusive fault, does not fulfil its essential obligation to deliver the goods. In this case, the Buyer shall notify the Seller in writing regarding the non-performance and shall grant a 30-day period for the Seller to fulfil the delivery obligation. If, upon expiry of the 30-day period, the Seller has not delivered the goods, the Contract shall be automatically terminated by law, without any further formality, and the Seller shall return the advance received;
7. b) as a result of termination by the Seller, if the Buyer fails to fulfil any of the obligations undertaken, in the amount, manner and deadlines provided in the sale contract/confirmed order and/or CGV. Failure by the Buyer to fulfil any obligation results in automatic default, without any formality. Non-performance or improper performance of the obligations shall be sanctioned according to the CGV, and the Seller's remedies are established according to the CGV.
8. The Buyer does not have the right to unilaterally terminate the Contract and/or cancel an order after it has been confirmed by the Seller. If the Buyer breaches this rule and unilaterally terminates the sale contract/confirmed order, the Seller is entitled to claim all expenses incurred for the order (including, but not limited to, preparation costs, storage costs, and amounts paid and/or owed to third parties such as currency hedging costs or raw material purchase prices) and to request payment of an amount equal to 30% of the value of the unilaterally terminated sale contract/confirmed order as damages.
9. Publicity. The Buyer agrees and acknowledges that all press statements, references, advertising and marketing strategies related to these CGV or the Sale Contract may not be implemented or made public without the prior express consent of the Seller.
10. Execution by electronic means. If the sale contract/addendum/order confirmation is signed remotely and the Parties agree on the following procedure:
    (i) the Buyer signs the sale contract/addendum/order confirmation and sends it scanned by email to the address provided by the THERMOTOP sales representative and office@thermotop.ro;
    (ii) after receiving the document signed by the Buyer, the Seller signs it and sends it scanned to the Buyer's email address.
    The Parties agree to use electronic mail (email) for any further communication, messages being deemed validly transmitted on the next working day after being sent. For efficiency, the Parties agree that email messages do not require a certified digital signature to be considered valid. Any Party that changes its representative or contact details, or modifies its registered office address, fax number, email address or other relevant information (e.g., bank account) must immediately notify the other Party. Otherwise, communications sent using the previous data shall be considered valid and produce full legal effects.
11. Version of the CGV. These CGV represent version 01 and are valid starting from 11.10.2024.