



wooden housing specialist.
since 1993

GENERAL TERMS AND CONDITIONS



1. GENERAL

- 1.1 Those General Terms and Conditions (GTC) apply to all deliveries, services and offers of ERGIO PROD and all business relations between SC ERGIO PROD SRL and its business partners. For each contract concluded or the accepted price offer, the current version of GTC applies.
- 1.2 Consequently, these GTCs will also apply to all future business relations between SC ERGIO PROD SRL and the partner with whom a contract is concluded or any transaction is made, without being expressly agreed again.
- 1.3 SC ERGIO PROD SRL will not take part in any contractual relationship if the business partner does not accept GTC. Acceptance of the GTC is done automatically by accepting the offer and placing the earnest, if there is no other agreement (contract) concluded and agreed in written form.
- 1.4 TGTC are public and permanently available on the official website of SC ERGIO PROD SRL: <http://www.ergio.ro>.
- 1.5 Deviant or additional terms and conditions between the trading partners are expressly excluded from the content of these GTC, even if they are known, unless their validity is expressly agreed in writing by SC ERGIO PROD SRL.
- 1.6 The application of any other type of General Terms and Conditions of other business partners, in particular those specified in the purchase order of the business partner will also be excluded even if they do not contradict these TCG and even if they have not been expressly objected to. They are valid only if they have been expressly acknowledged in writing by SC ERGIO PROD SRL.
- 1.7 The actions of fulfilling the order or silence requirements from SC ERGIO PROD SRL do not imply the acceptance of the General Terms and Conditions of the commercial partners. Inappropriate arrangements, auxiliary agreements, insurances and changes on the terms of purchase may be agreed only in writing and only in specific cases.
- 1.8 Modifications and additions to the contract and/or to the General Terms and Conditions of sale, delivery and payment will be valid only if SC ERGIO PROD SRL has expressly accepted them signed up.



2. PLACE OF PERFORMANCE, PLACE OF JURISDICTION

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| <p>2.1 Unless otherwise agreed, in writing, all legal transactions of SC ERGIO PROD SRL are, without exception, governed by the relevant legal provisions as provided by romanian law.</p> <p>2.2 Transactions concluded with SC ERGIO PROD SRL will not be subject to the rules stipulated by the United Nations Convention on Contracts for the International Sale of Goods.</p> <p>2.3 The place of performance for deliveries and services by SC ERGIO PROD SRL and the ones of the client must be at Ciresoia Street, no. 233, Comanesti, Bacau, 605200, even if the transfer is made to a different location according to the agreement.</p> | <p>2.4 Any disputes arising directly or indirectly from the contractual relationship, including disputes regarding validity, breach, termination or invalidity, up to a disputed value of 50,000.00 EURO, will be within the jurisdiction of the courts in Romania, respectively the court competent to whose constituency has its headquarters in SC ERGIO PROD SRL, the norms regarding the alternative territorial competence not being applied.</p> <p>2.5 Disputes resulting from transactions with a value exceeding 50,000.00 EURO will be resolved exclusively according to the order on the organization and functioning of the International Commercial Arbitration Court attached to the Romanian Chamber of Commerce and Industry.</p> <p>2.6 The place of arbitration will be Bucharest; the language of arbitration is romanian.</p> |
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3. CONTRACT CONTEXT / COMMERCIAL RELATIONS

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| <p>3.1 The offers of SC ERGIO PROD SRL are non-binding and irrevocable.</p> <p>3.2 The commercial partner confirms the order and accepts the offer by placing the advance.</p> <p>3.3 A contract / agreement is considered concluded only if SC ERGIO PROD SRL has confirmed the written acceptance of the purchase order.</p> <p>3.4 SC ERGIO PROD SRL reserves the right to modify the specifications and / or the execution of the services insofar as they will lead to considerable improvements of the results or of the fulfillment of the orders for the benefit of the client.</p> | <p>3.5 Changes in the price and quantity made by SC ERGIO PROD SRL plus or minus five percent of the prices and quantities agreed in the contract or offer will be accepted by the trading partner.</p> <p>3.6 Other completions and modifications of the contract will require the written confirmation of SC ERGIO PROD SRL in order to be legally valid. The terms and conditions of purchase of the commercial partner are mandatory to respect for SC ERGIO PROD SRL only if SC ERGIO PROD SRL has accepted them separately in writing.</p> <p>3.7 SC ERGIO PROD SRL has the right to transfer the production and any advance payments received from the commercial partner for full or partial orders to other subcontractors.</p> |
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4. DELIVERY TERMS

- 4.1 All dates and delivery terms specified by SC ERGIO PROD SRL are considered non-mandatory, unless written confirmation has been given. Otherwise, the delivery dates and deadlines will only be approximate.
- 4.2 If the delivery terms are specified as a time period (not as a fixed delivery date), the period starts from the date written in the order confirmation. The written confirmation of the order can be given only after SC ERGIO PROD SRL has received all the documents and information from the commercial partner.
- 4.3 Subsequent changes to an order can be made only with the written consent of SC ERGIO PROD SRL and can be considered only if the production of the order has not yet started. Any change to the order will only be considered accepted when a new written order confirmation has been issued. The agreements discussed will not be valid.
- 4.4 Subsequent changes to the order release SC ERGIO PROD SRL from the previously agreed delivery time.

5. DELIVERY INTERRUPTIONS

- 5.1 If the delivery time is exceeded or a fixed delivery date is not met, the contracting partner first requests the fulfillment from SC ERGIO PROD SRL and can withdraw from the contract only after establishing a grace period of eight weeks. Requests for damages from contracting partners due to delay or non-performance or damages other than personal injury will be excluded. These will be taken into account only if they are caused with intent or serious negligence on the part of SC ERGIO PROD SRL.
- 5.2 If, on the other hand, it is not possible to comply with the delivery conditions or fixed delivery dates for reasons that are the responsibility of the business partner, SC ERGIO PROD SRL has the right to invoice the handling and storage costs incurred and other additional costs.
- 5.3 In case of major force or the appearance of unforeseen events, which prevent the execution or make it impossible, SC ERGIO PROD SRL will have the right to establish the new delivery conditions or to withdraw in whole or in part from the contract without being obliged to pay damages. These events may include issues related to purchases of materials, general interruptions of operations, interruptions of electric energy, strikes, blockages, lack of means of transport, unforeseen staff shortages, public authority orders and the like. These circumstances are also taken into account if they affect a supplier of SC ERGIO PROD SRL or their sub-suppliers.
- 5.4 Partial deliveries are permitted and considered separate commercial transactions of what comes to the recurring business. In case of impossibility of making a partial delivery or if it can only be delayed, the sales partner will not have the right to withdraw from the order or claim damages based on the entire order.

6. DELIVERY, RISK TRANSFER AND PRICES

- 6.1 If a commercial partner refuses to accept the delivery at the agreement, place or at the time agreed, SC ERGIO PROD SRL may request execution or withdraw from the contract after establishing a written grace period of 10 days or may request damages for non-execution. In this case, SC ERGIO PROD SRL has the right to request a sanction regardless of fault and the extent of the actual damage amounting to 20% of the order value.
- 6.2 The risk is transferred to the commercial partner once the delivery is handed over to the person entrusted to the shipment or to the unloading of the products on site, depending on the chosen mode of transport. This applies to partial deliveries as well as full delivery of orders, regardless of who arranges the transport or pays the transport fees. The consignor or the party entrusted with the delivery is liable for any damage in transit.
- 6.3 SC ERGIO PROD SRL does not take responsibility for the structural project, it falls under the responsibility of the project structurist in charge. SC ERGIO PROD SRL is only responsible for the project execution which is based on structural calculations of the business partner.
- 6.4 In case of delayed shipment which is attributable to the circumstances or decisions of the business partner that occur without any fault on the part of SC ERGIO PROD SRL, the risk of damage caused by storage and time during storage of the product within the company is transferred to the business partner after getting notified of availability for shipment.
- 6.5 The mentioned price offer or any other price subsequently submitted by SC ERGIO PROD SRL is based on materials and salary rates applicable on the bidding date, to understand that the supply of goods will be completed within the validity period. If the completion is delayed beyond the validity period due to any fault of the contracted partner or any other reason beyond the control of SC ERGIO PROD SRL, the company reserves the right to adjust the price mentioned in the offer, in accordance with the increased costs of materials, labor or production supported by SC ERGIO PROD SRL. Any adjustment will be notified to the commercial partner as soon as possible, in writing, after the period of validity expiration.
- 6.6 SC ERGIO PROD SRL reserves the right to increase the price mentioned in the offer by an amount equivalent to any additional costs, taxes or withdrawals imposed or affecting the cost of SC ERGIO PROD SRL to supply the goods after the offer date.
- 6.7 Unless otherwise agreed in writing, all listed prices are considered net prices plus applicable value added tax. The transport taxes will be paid by the contracting partner of SC ERGIO PROD SRL, as well as any customs duties for goods or taxes and duties that may be charged by the respective country.
- 6.8 SC ERGIO PROD SRL has the right to charge a cargo flat-rate for deliveries.
- 6.9 If a contract is concluded without prices being fixed, the valid selling price on the delivery date shall be invoiced.

7. GUARANTEES

- 7.1 The commercial partner undertakes to inspect the goods directly after taking over the delivery, within a period of 10 work days after taking over the delivery and before any other use. SC ERGIO PROD SRL can recognize the defects only if they have been reported in writing within 10 working days of receipt of the goods. Hidden defects are reported in writing and visual evidence (films / pictures) are sent to SC ERGIO PROD SRL within one week after being discovered.
- 7.2 Failure to notify the defects in a timely manner and / or in an improper form will result in the goods being considered accepted and this will result in any warranty loss and damages that may have occurred.
- 7.3 Defects that are attributable to common industry deviations or minor deviations that are unavoidable for technical reasons are excluded from the warranty. These include, for example, minor deviations in weight, color, characteristics, finish, quality and standard dimensional tolerances.
- 7.4 The burden of proof for all claim requirements rests with the trading partner, in particular for the defect itself, for the time when the defect was detected and for the timeliness of the defect notification.
- 7.5 The guarantee of the trading partner will be lost as soon as the contracting partner has started to process (dimensional changes, structural changes or changes in the materials of the structure, especially the tightness) further delivered goods without prior written notice SC ERGIO PROD SRL.
- 7.6 The warranty obligation of SC ERGIO PROD SRL applies only to defects that occur in accordance with the intended operating conditions and normal use. It shall not apply in particular to defects which are attributable to improper assembly by the partner or contracting agents, improper maintenance, repairs or inadequate repairs carried out without the written consent of SC ERGIO PROD SRL, modifications made by a party other than SC ERGIO PROD SRL or its agents, or changes not made according to the recommendations offered by the book SC ERGIO PROD SRL.
- 7.7 The warranty of SC ERGIO PROD SRL is limited to the replacement of defective parts and labor costs related to a time and cost SC ERGIO PROD SRL and is only the direct contracting partner card that has the right to do so and can not be assigned to third parties.
- 7.8 For manufacturing defects, SC ERGIO PROD SRL bears the costs of remediation only if the contracting partner provides all the information necessary for SC ERGIO PROD SRL to make a diagnosis and provide a solution. In the case of complaints, in the absence of conclusive evidence submitted by the trading partner, an independent specialist expert, agreed by the book on both sides, is called upon to assess the matter. If the contracting partner fixes the defects on its own, not using the solution proposed by the book SC ERGIO PROD SRL, the expenses will no longer be supported by SC ERGIO PROD SRL.
- 7.9 With regard to the parts that SC ERGIO PROD SRL has purchased from subcontractors, SC ERGIO PROD SRL will be liable only within the limits of the guarantees that SC ERGIO PROD SRL has received from subcontractors and has the right to go against subcontractor.
- 7.10 The warranty period will not be extended due to defects.



8. PAYMENTS

- 8.1 SC ERGIO PROD SRL reserves the right at any time to request partial or full payment before continuing with the design and execution of any order.
- 8.2 All rates and prices are mentioned in the offer and exclude VAT or any other taxes.
- 8.3 Order confirmation is made only when the advance payment at least 30% from the business partner is paid. The entry in production is only possible after SC ERGIO PROD SRL can dispose of the related amount and the contract partner confirms in writing the project drawings acceptance.
- 8.4 Invoicing will be done on the delivery date or on the cargo shipment date.
- 8.5 Payment will take evidence only when SC ERGIO PROD SRL can dispose of this amount.
- 8.6 The delivery condition of the products is to be fully paid by the commercial partner and also SC ERGIO PROD SRL to have the necessary amount.
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9. LIMITS AND RESPONSIBILITIES

- 9.1 Outside application scope of the Romanian Law on product liability, the liability of SC ERGIO PROD SRL is limited to negligence or intent. The claims for damages in this regard will be justified only if it can prove serious negligence of SC ERGIO PROD SRL, and the value of these claims for damages will be limited to the net value of the defective item excluding VAT.
- 9.2 Liability for slight negligence, consequential damages, other indirect damages and losses, financial losses, loss of profits, loss of savings, loss of interest and damages caused by the claims of a third party against the trading partner are excluded.
- 9.3 The liability limitations mentioned above does not apply to personal injury.
- 9.4 In case of claims made by third parties against the trading partner, which could support a possible appeal against ERGIO, the trading partner is obliged to notify SC ERGIO PROD SRL in writing with the submission of all relevant documents - in any case within two weeks from reading the contracting partner's book - otherwise the rights of appeal are lost.





10. SEVERABILITY CLAUSES

10.1 If a provision of these TCGs is void, the validity of the remaining provisions will not be affected. The invalid provision is replaced by one that is as close as possible to the business intention.

11. BENEFICIARIES

11.1 If there is a transaction with consumers defined in the first paragraph, if the mandatory provisions of the Romanian Law for Consumer Protection conflict with the validity of the individual provisions of this TCG, it is considered that they agree that the respective provisions of the TCG are replaced by the mandatory provisions of the Romanian Law for Consumer Protection in this regard. However, the remaining provisions of these GTC remain in force.

SC ERGIO-PROD SRL
Comanesti,
Str. Ciresoaia, No. 233,
Bacau County
CUI: RO4831975
ORC: J04/848/1993



Out of respect for
environment GTC are only in
an electronic format

