

EVADIX MPI SRL [LTD.]: GENERAL TRADING TERMS

General provisions Unless agreed differently in writing, to all engagements assigned to SC EVADIX M.P.I. SRL by the customers, these general terms shall apply as they are attached to offers, agreements, or any other format of firm orders. These general terms and conditions are applicable with respect to the customer even if they are contrary to their own general or special terms. Agreement as to these terms shall not allow for the possibility to construe that SC EVADIX M.P.I. SRL would have accepted the offer without protesting.

Article 1 - Definitions

Terms are to be construed as shown below:

- **the party launching the order:** the customer launching the order;
- **the supplier:** the service supplier or the printer;
- **the service:** all services and general agreement with respect to graphic concepts, pre-editing, printing;
- **delivery term:** the period required to perform the work.

Article 2 – OFFERS

Offers are made without commitment within the limits or under the reserve of sale from stock and provided the equipment is available. They are subject to revising in case of increase of salaries, social obligations, or raw material, which shall be communicated to the customer upon first request. Prices quoted in foreign currency shall be subject to adjustment in case of depreciation of Lei at Euro. Except for contrary provisions, offers are valid for one month.

Article 3 – ORDER

As a rule, each order is subject to one order form only signed by the person launching it. Notwithstanding, sending a template or manuscript to the supplier containing an order, without formal reserve, or supplying a design or a template to be printed involves the commitment to entrust the supplier with the entire performance of the work or, in all case to indemnify the supplier with all costs incurred. Each person or company launching an order and requires to be invoiced to a third party is held personally liable for payment even if they accepted such kind of invoicing, except for the case where such third party signed jointly the order.

Article 4 – ACCEPTANCE OF ORDER

The supplier shall be deemed to have accepted the order only when they have conformed receipt of order in writing or if they have already engaged production costs. The supplier reserves their rights to refuse an order in case of failure to pay a previous invoice, the customer's difficult financial status or due to technical reasons.

Article 5 – SPECIFICATIONS

Together with their request, the customer is under the obligation to provide explicit and complete details and requirements of the correct performance of service, including, if applicable, the requirements of the final beneficiary thereof. The supplier shall not be held liable for errors of compliance of products due to misinformation. Such information sent subsequently may not be taken into consideration or may give reason for subsequent additional costs.

Article 6 – PRICES QUOTED IN THE OFFER

Prices quoted in the offer are before tax and shall only be valid for a work in progress. They shall only be valid if the customer requires the total amount of services contained in the offer. Prices quoted are valid solely for the work specified in the offer. Taxes, namely VAT, are at the charge of the customer placing the order who undertakes to abide by the current laws and to communicate their incorporation number and VAT number, if applicable, to the supplier. The latter shall not be held liable for errors arising from misapplication of legislation in case the information provided by the customer is proved to be incomplete or wrong. Hence, the customer undertakes to indemnify the supplier for any prejudice that may be suffered.

Article 7 – DELIVERY TERMS

Delivery terms, except for other specific agreements between the supplier and the customer, is of 45 working days for new orders and 7 working days for repeated ones. Except for contrary provisions, delivery terms may be influenced by facts of third parties (raw materials suppliers or their third parties) and/or by unpredictable cases or force majeure events shall be deemed indicative. Under any circumstances, a delay in delivery shall not serve as grounds for cancellation of an order or claims for damages. Delivery terms commences on the first working day following notification to the customer or their representative of the last element necessary to the performance of the work. These terms are automatically extended whenever the customer brings and hands in documents, drawings, and templates or returns corrections and the ready-for-press. The customer's delayed submission of documents, drawings, and templates or returns corrections and the ready-for-press may result in claims for damages and interest related to raw material and materials supply. Same principles apply in case of subsequent modification of the order. Costs incurred by emergency shall be charged to the customer, upon the customer's requests for execution of the work in a period of time shorter than the normal due. In case of force majeure and, in general, of any independent event, as well as in case of the will of the supplier who delays or hinders the execution of the work, the supplier shall be discharged of any liability. An event is deemed independent of the supplier's will in the following case: fire, general strikes, war, and breakdown of production machinery.

Article 8 – RIGHTS OF REPRODUCTION

The customer placing an order of execution or reproduction is deemed to have such right. Such customer undertakes, if the case may be, full liability in relation to third parties and warrants the supplier against all claims that may be raised against them in this respect. Any objection related to the right of reproduction implies that the execution of the work is suspended.

Article 9 – PROJECTS AND RIGHTS OF REPRODUCTION

Having considered the legal provisions regarding intellectual property, e.g. artistic and industrial and of unfair competition, all designs and works performed by the supplier remain their exclusive property after payment as well and cannot be imitated nor reproduced. They belong to their material and the customer shall not be entitled to ask for their remittance before or after the delivery of such work except when specified differently. Reproduction or imitation of such work under any form or by any known procedure, for as long as they are conducted without prior authorisation of the rightful owners shall be construed as counterfeit or an act of unfair competition.

Article 10 – PRINTING, READY-FOR-PRESS

The supplier is under the obligation to correct errors of composition and to observe the exact input of words indicated by the customer in the order, but shall not be held liable for typing, linguistic and grammatical errors indicated. Corrections made by the customer or their representatives that would involve remedial actions, adjustments or additional overwriting shall be made in writing and they may generate additional costs and/or extensions of the delivery term. Notifying the ready-for-press or the order to print, signed and dated, exonerates the supplier of all liability related to errors and omissions signalled and/or found after print. These goods remain the property of the supplier and shall be produced as evidence in case of disputes.

Article 11 – MANUFACTURING TOLERANCES

The supplier shall do their best to diligently guarantee the quality of services compliant with standards, norms, and tolerances unanimously admitted in the industry.

Article 12 – DELIVERY TOLERANCES

The customer is deemed to admit plus or minus 10% margin of tolerance with respect to delivery of the quantity ordered.

Article 13 – DELIVERY

Unless otherwise stated, the delivery shall be conducted at the supplier's premises. The customer is under the obligation to take the goods delivered as soon as they were made available for them and as soon as they were notified by any means of communication as to such availability. As of the time of the notification and of availability, the risk is deemed transferred from the supplier to the customer. Failing to come and receive the delivered goods, storage costs likely to be incurred can be placed at the customer's charge as of the date the goods were made available.

Article 14 – ACCEPTANCE

The goods are deemed accepted provided any of the modalities provided for under article 16 herein occur, within seven calendar days from starting on the date the goods were made available. Use or remittance to a third party or to a delivery company, even of a part of the goods delivered, shall entail full right full acceptance thereof. A batch of delivery non-complaint shall not entitle the customer to refuse the entire quantity of the products ordered.

Article 15 – CLAIMS

In order to be valid, the entire claim related to the goods shall be addressed to the supplier by a registered letter within seven calendar days starting on the delivery date. In case the customer neglects to take the delivery, such terms of 7 days starts two working days after the notification of availability of such goods. A claim, motivated and with supporting evidence, related to a part of the delivery shall be deemed partial and shall not entitle the customer to refuse the entire order. The customer shall not be allowed to invoke partial objection in order to block payment of the entire order thereof. The part not objected to shall be settled as of the due date agreed.

Article 16 – TRANSPORTATION-RELATED RISKS

The goods shall be transported at the customer's risk. In case the supplier accepts to load and/or transport the goods shall not be construed their taking the risks thereof. Such risks belong to the customer and they have to insure against such risks. The insurance contract should provide that the customer waives any claim against the supplier.

Article 17 – RISKS UNDERTAKEN DURING STORAGE OF CUSTOMER'S MATERIALS AND GOODS

All materials (paper, films, digital supports, etc.) entrusted by the customer and that are at the supplier's premises remain, at the customer's risk while they discharge the supplier of all liability, such as in case of damage or loss, full or partial, due to any reason, except for *dolus* or gross error of the supplier, their personnel, or their representatives or if storage of the above-mentioned goods faults under their own obligations under the agreement. The same shall be valid for the goods that are intended for the customer. Except for prior agreement, all costs related to storage are at the customer's charge as of the date of signing the agreement. Under these circumstances, the customer, if need may be, shall contract an insurance of the goods stored. The parties may as well agree that the obligation related to insurance to be assigned to the supplier at the customer's charge. In such cases, only the costs incurred for repairs or replacement shall be covered bar the depreciation of value or indirect loss likely to occur.

Article 18 – VARIOUS COSTS

Costs of transportation, packaging, and customs duties shall be borne by the customer (holder of order). Postage costs are construed as paid in advance by the supplier on behalf of the holder of the order.

Article 19 – LIABILITY

Without contradicting the previous provisions, the supplier shall be liable for indirect and unpredictable prejudice caused to the holder of the order, in case where defaults are claimed with respect to products supplied, such defaults being found or occurring after the warranty term as well as for case where force majeure is invoked. The supplier undertakes to inform as soon as possible the holder of the order as to the intervention of such an event. The supplier's liability shall be limited in case of proven non-compliance of the work at the invoicing value of such work.

Article 20 – OBLIGATION OF MEANS

The supplier shall be held under no performance obligation in any circumstances. They are committed to make their best efforts in order to execute their mission in compliance with the customer's order, on condition that the provisions under articles 4, 5, and 6 herein are observed and the quality requirements provided under these terms and according to the general professional standards accepted in graphic arts.

Article 21 – WARRANTY

The supplier's liability is limited to reimbursing the value of the part non-compliant with the order. The supplier shall always reserve the possibility to rectify or to replace a flawed product or work performed.

Article 22 – PAYMENTS

Except for the case of insolvency risk of the customer holder of the order, in which case the total amount of the agreement may be asked in advance upon launching the order and the case of a written agreement between the parties with respect to another term, the payment term is of 30 days from the invoice date. Costs and discount charges shall be borne by the customer. The supplier shall always be able to ask for **securities** to be paid upon first request to cover the amounts the customer owes or will owe on account of the orders in progress. As of the date payment is due, each outstanding invoice shall bear – of full right and without formal notice for the amount due – **a 0.5% interest per day**. In case the value of the outstanding invoice and related interest are not paid within **15 days** from the written notification delivered by registered post, the supplier shall be able to add to the total amount due on the 15th day, an additional value, conventional and set as a fixed amount at 15% of the value due, but under no circumstances less than 50 euros. The customer fallen from the benefit of the term granted for all invoices paid when due, which become immediately payable, and this without prior formal notice.

Article 23 – CANCELLATION OR SUSPENSION OF EXECUTION

The customer cancelling or suspending fully or partially the execution of their order undertakes to bear all costs that the supplier would have incurred with a view to the execution of such order. Such costs shall be invoiced at the quotation in the offer for works already completed and for the ones in progress; at purchase price plus an additional **15%** for raw materials and materials already purchased with a view to carrying out the order cancelled. Furthermore, loss of benefits for the supplier resulting from cancelling the order shall be equally reimbursed to the supplier up to 15% of the total value of the order or of the part of the order cancelled. The supplier shall be able to construe that the holder of the order, subsequent to making the overdue advance payment, unilaterally cancelled the order in progress. They shall also be able to choose to suspend the execution of the agreements in progress until the holder of the order has made the overdue advance payments provided under article 22 herein. In both these cases, they shall be able to ask the customer to fulfil their overdue obligations.

Article 24 – ASSIGNMENT OF OPERATIONS, SALE OF TRADE FUND, SPECIAL PROCEDURES

In case the customer sells the trade fund, or the change of the customer's company administrator or management or in case the customer undergoes a judicial organisation procedure or bankruptcy or a trustee has been appointed to the customer's company, the invoices not due become payable immediately.

Article 25 – PROPERTY RIGHTS

The Customer shall enter their full property rights of the goods sold only after full payment of the agreement value, by any legal payment means. Until such payment has been done, the supplier reserves their exclusive right of property of the goods contracted and sold, whether already delivered or not, being entitled to follow and dispose of such goods without limitations, regardless of where the goods are, i.e., with the customer or with a third party. As to these provisions, the customer at fault shall not be able to make a valid opposition.

Article 26 – NULLITY

Partial or full nullity of these general terms, shall not affect the validity of the other provisions or parts thereof.

Article 27 – COMPETENCE AND APPLICABLE LAW, DISPUTES

All disputes arising from or in relation to failure to observe these terms and conditions shall be settled amicably, and in case such solution cannot be reached they shall be submitted to Romanian courts, the Neamt Tribunal.