



General Terms and Conditions of Sale

Applicability of the Terms and Conditions of Sale

- 1.1 These Terms and Conditions of Sale shall apply to all offers made by PURE HOME COLLECTIONS S.R.L., hereafter referred to as Supplier, as well as to all contracts concluded by Supplier with another party.
- 1.2 Any departure from these general terms and conditions shall require the parties' express written agreement.
- 1.3 Another party's terms and conditions shall not be binding upon Supplier except where they have been expressly accepted by Supplier in writing.

2 Offers

- 2.1 Any offer made by Supplier shall be made free of any obligation and shall not bind Supplier until the other party's acceptance of the offer has been confirmed by Supplier in writing. Confirmation as referred to in this Article 2.1 may take in 5 working days.
- 2.2 If the other party places an order without any prior offer from Supplier, the order shall be open to confirmation by Supplier for 1 working week in order to enable Supplier to decide whether it can carry out the order. Confirmation by Supplier within 1 working week of the order being placed shall result in an agreement.
- 2.3 Prices quoted in Supplier's offers shall be exclusive of V.A.T. and import duties.
- 2.4 Supplier may increase prices if such is required by any changes in the law, increased cost price factors or any changes in exchange rates occurring after the conclusion of the agreement.
- 2.5 Oral commitments shall not be binding unless and until they are confirmed by Supplier in writing.

3 Delivery

- 3.1 Subject to any agreement to the contrary, delivery shall be FOB Constanta (Incoterms FOB for container transport) or Exworks (Incoterm EXW for road transport), and shall be exclusive of import duties.
- 3.2 The other party shall be under a duty to take delivery/ pick up of the purchased goods either at the moment they are delivered to the other party or at the time they are made available to it in accordance with the agreement.
- 3.3 If the other party refuses to take delivery or fails to issue information or instructions necessary for delivery, the goods shall be stored at the other party's risk. In that case, the other party shall be liable to pay all additional costs, in any case including storage costs.
- 3.4 By confirming the order the other party agrees to picking up or shipping the order within 2 weeks after the date the order is ready. After these 2 weeks storage costs are applicable with a maximum of another 2 weeks. Should the order not have been picked up or shipped within these 4 weeks altogether, the Supplier will start using the other party's products for outstanding orders and the downpayment will be lost.

4 Delivery time

- 4.1 Subject to any express agreement to the contrary, agreed upon delivery dates shall not be time of the essence. Thus, the other party shall need to send Supplier written notice of default in case of late delivery, allowing Supplier a reasonable period of at least 2 weeks to perform its obligations.
- 4.2 Any delay in delivery shall not entitle the other party to claim damages.

5 Partial delivery

- 5.1 Supplier shall be permitted to deliver orders in parts unless the partial delivery has no independent value. If the order is delivered in parts, Supplier shall be allowed to send separate invoices for each partial delivery.

6 Packaging

- 6.1 Subject to any agreement to the contrary, and insofar as applicable, prices quoted shall include the usual and customarily-used packaging of the goods. Prices shall not include deposits on returnable packaging. Packaging shall not be taken back, except for returnable packaging, or if Supplier is under a statutory duty to take back packaging.
- 6.2 Returnable packaging must be returned in good repair, with due observance of Supplier's instructions and within the time period stated. If returnable packaging is not returned within this time period and/or is returned in a poor condition and/or uncleaned, the cost of replacing, repairing and/or cleaning the packaging shall be invoiced.
- 6.3 Additional costs for special required packaging may apply should be other party deem this kind of packaging is needed

7 Samples, models and examples

- 7.1 Supplier shows or issues a model, sample, drawing, example, etc., such has been done by way of illustration. The features and properties of the goods delivered may deviate from the sample, model, drawing, example, etc., except where an express statement is made that delivery shall conform to the issued or shown model, sample, drawing, example, etc. Add on: The other party can make no claim on intellectual and industrial property rights on products produced by Supplier. Supplier holds the intellectual and industrial property rights to products produced in its factory or other facilities.

8 Dissolution and suspension

- 8.1 Supplier shall at least be authorized to suspend (any further) performance of the agreement, or proceed to dissolve the agreement, without prejudice to its right to claim replacement or additional damages, if any of the following events occur:
 - an attachment is levied on any of the other party's property, or the other party is granted a moratorium or is declared bankrupt;
 - the other party fails to perform any of its obligations vis-à-vis Supplier ; or
 - Supplier has good grounds to fear that the other party is or will be unable to perform its obligations under the agreement and, in Supplier's reasonable opinion, fails to provide adequate security for the performance of its obligations.
- 8.2 If any of the events occurs as described in Article 8.1, Supplier shall be authorized to determine that all sums owing from the other party shall be immediately due and payable.
- 8.3 If any unforeseen circumstances occur, for example in relation to persons and/or materials (customarily) used by Supplier in performing the agreement, which effectively render such performance impossible or are so onerous and/or disproportionately costly that Supplier cannot reasonably be expected to perform the agreement, Supplier shall be authorized to dissolve the agreement, without having to pay any damages.
- 8.4 The other party shall not be permitted to assign its rights under the agreement to any third party without Supplier's prior written consent.

9 RETENTION OF TITLE

- 9.1 **Supplier shall retain title to all goods delivered or to be delivered to the other party until the purchase price of all such goods has been paid in full. If, within the framework of the sales agreements, Supplier also carries out work for the other party, Supplier's retention of title shall continue to apply until the other party has fully satisfied its obligations in this respect. Likewise, Supplier's retention of title shall apply to any claims which Supplier may have against the other party as a result of the other party's failure to properly perform any of the above-mentioned agreements.**
- 9.2 So long as title of the delivered goods has not passed to the other party, the other party may not pledge the goods or grant a third party any other right in the goods. However, the other party shall be permitted to sell and deliver the goods title which has been retained to a third party within the context of its normal business operations. If the goods are sold on credit, the other party shall be obliged to impose upon its customers a retention of title clause conform to the one contained in this Article.
- 9.3 The other party shall have an obligation to take due care of the goods delivered subject to retention of title, and preserve them as identifiable property of Supplier. The other party shall also be obliged to insure the goods against fire and water damage and theft, and submit the insurance policies for inspection to Supplier at the latter's first request. Any claims which the other party may have under these insurance policies shall be pledged to Supplier at the latter's first request as security for Supplier's claims against the other party.
- 9.4 If, the other party fails to properly perform its payment obligations to Supplier, or if Supplier has good grounds to fear that the other party shall fail to satisfy those obligations, Supplier shall be authorized to take back the goods which were delivered subject to retention of title. If the goods delivered by Supplier are already fitted into property belonging to the other party, the other party shall detach the sold goods at Supplier's first request and make them available to Supplier, without prejudice to Supplier's right to detach such goods itself. The other party shall fully co-operate if Supplier wishes to take back the goods.

10 Intellectual and industrial property rights

- 10.1 The other party shall refrain from infringing any copyrights, designs, marks or other intellectual property rights in the sold goods.
- 10.2 Infringement of any of these rights shall render the other party liable to pay a fine of 10.000 EUR for each violation, on the understanding that every infringing product shall be considered one violation. This fine shall not preclude Supplier from asserting its other rights, including its right to claim damages if the damage and/or losses caused by the infringement exceed the amount of the fine, or its right to demand that the infringement be ceased.

11 Defects; filing of complaints

- 11.1 Upon - or as soon as possible after - delivery/ pick up of the goods, the other party shall be obliged to inspect them, or cause them to be inspected. The other party shall have to check whether the delivered goods are in conformity with the agreement, i.e.:
 - whether the correct goods have been delivered;
 - whether the number of goods delivered corresponds with the agreed upon quantity;
 - whether the goods delivered/picked up meet the agreed upon quality standard or - if no such standard is agreed - whether they meet the requirements which may be set for normal use and/or trading purposes.
- 11.2 If any visible defects or shortcomings are found, the other party must notify Supplier in writing within 5 workdays of the delivery.
- 11.3 Latent defects must be notified by the other party in writing within 10 workdays of their discovery, but in any case within 14 days of their delivery.
- 11.4 The timely filing of a complaint shall not release the other party from its obligations to pay and take delivery of the orders placed.
- 11.5 Goods may not be returned without Supplier's prior written consent.

11.6 Claim procedure:

- Should a claim occur the following info is needed to ensure a swift and proper handling of the claim:
 - PO number and/or invoice number on which this products are mentioned
 - Correct product name, finishing and size (in case of wooden products)
 - A picture of the entire claimed product is needed, not only of the affected area.
 - Claimed quality as well as the arrival date of the claimed product(s).

12 Payment

- 12.1 After the confirmation the client will be issued a separate advance invoice requesting the downpayment of 30%.The order will be put into production after the receipt of the downpayment into Suppliers' account: BRD Groupe Societe Generale S.A., Satu Mare, bank account number RO57 BRDE 310SV 45569133100 Euro, Swiftcode BRDEROBE in the name of Supplier Before shipment the 70% balance needs to be paid against copy bill of loading.
- 12.2 If the other party is liquidated or declared bankrupt, its obligations shall become due and payable.
- 12.3 Payment must be made without applying any discount or setoff, except where Supplier has issued a credit note.
- 12.4 Payments by the other party shall be deemed to satisfy all due interest and costs and, subsequently, the longest outstanding invoices, even if the other party states that the payment should apply to a later invoice.

13 Legal costs

- 13.1 The other party shall be under a duty to reimburse Supplier for all costs reasonably incurred in connection with legal proceedings where judgment is fully or substantially awarded against the other party. These costs shall in any case include the fees of outside experts, bailiffs and lawyers, even if these costs exceed the amount awarded by the court.

14 Liability

- 14.1 Supplier shall not accept liability for any damage and/or losses caused by its failure to properly perform its obligations, or ensuing from any wrongful act.
- 14.2 If any good delivered by Supplier is not in conformity with the agreement, and the other party has timely filed a complaint in accordance with Article 10 of these general terms and conditions, the other party shall be entitled to replacement or repair of the good, except where Supplier cannot be held liable for the improper performance (force majeure). Supplier may instead of repairing or replacing the goods, refund the purchase price paid.
- 15.3 Liability for any consequential damages, including loss of profit and damage and/or losses caused by any delay and/or delayed delivery, shall be expressly excluded.
- 15.4 Limitation of Supplier's liability set out in the previous paragraphs shall not apply if the damage and/or loss is the result of any intentional act or omission or gross negligence on Supplier's part or on the part of any of its executive employees.
- 15.5 Supplier shall not accept any liability for improper performance which cannot be attributed to the company (force majeure).
- 15.6 Entitlement to damages and/or repair of the goods and/or replacement of the goods and/or supply of missing components shall lapse if (a) no timely complaint is made, or (b) 6 months after the delivery, except where a deviating time period is agreed in writing, e.g. under a warranty agreement.

16 Governing law

- 16.1 Any agreement entered into between Supplier and any other party shall be governed by the Romanian laws.