GENERAL TERMS AND CONDITIONS OF SALE OF VIMETCO EXTRUSION

CHERAL TERMS AND CONDITIONS OF SALE OF VINETCO EXTRUSION
SHEMERAL TERMS AND CONDITIONS OF SALE OF VINETCO EXTRUSION S.R.L., Sharman and the Seller' shall mean the person(s), firm of commany buying the Goods from the Seller', the Order Confirmation' shall mean the ade Order Confirmation issued by the Seller based on the order for goods paced by the Buyer including the agreed deadline for delivery of all or part of the Goods under the Order Confirmation' shall mean the goods, together with all documents (as per the Order Confirmation) related to the goods, together with all documents (as per the Order Confirmation) related to the goods, together with all documents (as per the Order Confirmation) related to the goods, together with all documents (as per the Order Confirmation) related to the goods, together with all documents (as per the Order Confirmation) related to the goods, together with all documents (as per the Order Confirmation) related to the goods, together with all documents (as per the Order Confirmation) related to the goods, together with all documents (as per the Order Confirmation) related to the goods, together with all documents (as per the Order Confirmation) related to the goods, together with all documents (as per the Order Confirmation) related to the seller in accordiance with the formula agreed in the Order Confirmation and the Order Confirmation to Beale, including Anvext 1 of the WIS No. 62 - Claim Handing Procedure of the Seller under the terms and conditions specified in the Order Confirmation to Beale (the Seller to Buyer 1.1 These General Terms and Conditions of Sale, including Anverten quatations, and all terms and conditions of any order placed by Buyer and any other the order of the Goods and shall appy in preference to and supersode any adverter of the Goods and shall appy in preference to and supersode providing style and the order of any and any other terms and conditions submitted by Buyer, including any terms and conditions of Buyer (the Goods, constitutes a

and Buyer, 1.6 Any electronic communication between Seller and Buyer shall be considered to be a "writing" and/or "in writing". The electronic communication system used by Seller will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

2. Quotations, orders and confirmation

2 Quotations, orders and continnation 2:1 Quotations, made by Seler in whatever form, are not binding upon Seller and merely constitute an invitation to Buyer to place an order. All quotations issued by Seller are revocable and subject to charge without notice. Orders are not binding until accepted by Seller in writing ("Order Confirmation"). Seller shall be entitled to refuse an order without indication of its reasons. 2:2 The Order Confirmation is sent by the Seller to the Buyer either by fax or as attachment to e-mail. Failure of the Buyer to contest or return the Order Confirmation with all it terms and conditions, including the present Conditions.

Conditions. 2.3 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities. 2.4 Statements and agreements made by Seller's employees, officers, representatives and/or agents are not binding upon Seller unless, and only to the event that, these are confirmed or made in writing by duly authorized representative(s) of Seller.

2.0 Linu beine y stant statu das deputate trabasciunt atú any lautie to dener 3.1 Prices and currencies for other deliveries.
3.1 Prices and currencies of seller's Goods are as set out in the Order Confirmation. Unless agreed otherwise. Seller's prices include standard packaging but do not include Value Added Tax or any other similar applicable taxes, duites, levies or charges in any juristicition levid in relation to the Goods or the delivery thereof ("Taxes"), however the packing materials are not returnable unless otherwise agreed in writing. The amount of any Taxes levied in connection with the sale of the Goods to Buyer shall be for Buyer's account and shall be order Confirmation.
3.2. The Price shall be calculated and determined by the Seller either using the agreed formula applied upon the corresponding quotation period (LME) and adding the corresponding premium (Transformation Cost) or as fixed price, as specified in the Order Confirmation. Such calculation to be conclusive, absent fraud, recklessness and/or manifest error. Unless otherwise agreed in writing, the Confirmation of if at any time or for any reason, the payment terms, if deferred, confirmation of if at any time or for any reason, the payment terms, if deferred, confirmation of if at any time or for any reason, the payment terms, if deferred, confirmation of if at any time or for any reason, the payment terms, if deferred, confirmation of if at any time or for any reason, the payment terms, if deferred, confirmation or if at any time or for any reason, the payment terms, if deferred, confirmation or if at any time or for any reason, the payment terms, if deferred, confirmation or if at any time or for any reason, the payment terms, if deferred, continue the Goods still to be delivered if the cost price determining factors have been subject to an increase. These factors include but are not limited to: raw and auxillary materials, energy, products obtained by Seller form third parkies, wages, salaries, social security contribu

have been subject to an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by Seller from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. Seller shall prior notify Buyer of such increase. **4. Payment Terms 4. Unless** expressly stated otherwise in the Order Confirmation, payment shall be made on the basis of net cash, to be received by Seller within thirty (50) days back mocount mentioned as the Seller may invocably designed in writing on the back mocount mentioned as the Seller may invocably designed in writing on the invoke. All payments shall be made without any deduction on account of any taws and free of set-off or other countrectainms. If the Buyer is compelled by law to make the payment subject to the deduction of withholding of any tax then the Buyer shall pay additional amounts to the Seller on ensure receipt by the Seller of a net sum equal to the sum the Seller would be made. All commissions and bark charges will be borne by the Buyer, unless otherwise agreed in writing. 4.2. Should for Exchange, Promissory Note, Bark, Guarantee, Letter of Credt, Stand By Letter of Credt, etc. then the Buyer shall assist the Seller would read the date of a charge subject to instructions.

Instructions. 4.3 Any complaint with respect to the invoice must be notified to Seller with seven (7) days after the date of invoice. Thereafter Buyer shall be deemed have approved the invoice. 5. Delivery and acceptance

5. Delivery and acceptance
5.1 Delivery of the goods shall be made on the terms and at the point of delivery set out in the Order Confirmation as per the last version of International Rules for the Interpretation of the Trade Terms ("INCOTERMS") in vigor at the time of the Order Confirmation.
5.2 The Goods shall be delivered or shipped at the time or as close as possible to the time specified in the Order Confirmation.

to the time specified in the Order Confirmation. 53 Unices expressly stated otherwise in the Order Confirmation, any times or dates for delivery by Selfer are estimates and shall not be of the essence. Selfer is entitled to deliver the Goods as stated in the Order Confirmation in parts and to invoice separately. In no event shall Selfer be fable for any deky in delivery. Delay in delivery of any Goods shall not relieve Buyer of its obligation to accept delivery thereot.

delivery thereof. 5.4. If the Seller delivers to the Buyer a quantity of Goods up to 10% (or such other percentage as may have been agreed in the Seller's Confirmation, more or less than the quantity specified in the Seller's Confirmation, the Buyer shall not be entitled to object to or reject the Goods or any of part of them by reason of that surplus or shortfall and shall pay for those goods the Price as specified in the Order Confirmation.

6. Cancellation
6.1 Buyer's wrongful non-acceptance or rejection of Goods or cancellation or repudiation of the Order Confirmation shall entitle Seller to recover from Buyer, in addition to any other damages caused by such action: (i) in the case of Goods which reasonably cannot be resold by Seller to a third party, the price of such Goods; will in the case of Goods which reasonably cannot be resold by Seller to a third party, the price of such percent (50%) of the price to the Goods and the case of the Goods and the second by Seller or where an action for the price is not otherwise permitted by law, damages equal to fifty percent (50%) of the price to the Goods and updated damages.
7. Lon delvery and during the handling, use, processing, transportation, storage and sale of the Goods (the "Use"), Buyer shall examine the Goods and satisfy itself that the Goods dawler of all claims in respect of the Goods.
7.2 Claims about the Goods shall be made in writing and must reach Seller not later than (1) tho (2) days from the date of delivery in terspect of any defect, default or shortage which would be apparent from a reasonable inspection on which ny other claim was or ought to have been apparent, but in no event later than (1) three Lim was or ought to have been apparent, but in no event later than three (3) months from the date of delivery of the Goods for T4 and T5 temper in case of passing to an upper temper; (iii) fifteen (15) days from the date of deliver of Goods cordorm to the agreed predictives of the Goods as stated in the Order Confirmation or, in the absence of agreed specifications, to the most recent specifications for the Goods as stated in the Order Confirmation easily by analyzing the samples or records retained by Seller and taken from the batter of or ot delivered Goods cordorm to the agreed predictions, to the goods for the cords as stated in the Order Confirmation or, in the absence of agreed specifications, the Goods to the the predictions or the bodds of the Goods for day

at the time of delivery of the Goods (the "Specifications"), shall be done solely by analyzing the samples or records retained by Seller and taken from the batches or production runs in which the Goods were produced in accordance with the methods of analysis used by Seller. 7.4 Defects in parts of the Goods stated in the Order Confirmation do not entitle Buyer to reject the entitre delivery of the Goods. Complaints, it any, do not affect Buyer's obligation to pay as defined in Article 4. Upon receipt of a notice of defect. Seller is entitled to suspend all further deliveries until the complaints are established to be unfounded and/or refuted or until the defect has been totally oriend.

established to be untounded and/or retrued or until the detect has been totally cured. 7.5 in order to insure a professional handling of the claims, any and all claims about the Goods shall be settled in accordance with the enclosed Annex 1 of the **8.** Transfer of tisk and property.Retention of Title 8. Transfer of tisk and property.Retention of Title 8.1 Risk of loss of or dramage to the Goods shall pass to Buyer on delivery according to the delivery condition as per INCOTERMS mentioned in the Order Confirmation.

Contimation. 8.2. Property of the Goods shall pass to Buyer only after complete payment as per Article 4.

5.2. Properly of the Goods shall pass to Buyer only after complete payment as per Article 4. B.2. Goods for which delivery is suspended pending payment by Buyer, as well as Goods of which delivery is organized or not accepted by Buyer, shall be held and stored by Seller at the risk and expense of Buyer. B.3.1 the event of termination on the basis of paragraph 16 of these Conditions, Seller shall, without prejudice to any other rights of Seller, be entitled to require Goods of which delivery is well and expense of Buyer. B.3.1 the event of termination on the basis of paragraph 16 of these Conditions, Seller shall, without prejudice to any other rights of Seller, be entitle to require Goods Sore which the may invoke a retention of title. B.4. Until payment for the Goods has been completed, Buyer is entitled to use the Goods sole, shall: (i) keep the Goods separate and in a clearly identifiable scales of the Goods and the section of title. B.5. Processing of the Goods does not men that the title in the partally or complety finished new product passes to the Buyer or any other thide oparation of any circumseure, the Seller and the Buyer now already agree that the title to the Goods provide write of through processing is done withour charge and the Buyer now already agree that the title to the Goods produces write. Be Seller and the Buyer and alphass to the Seller. 8.6. Thoroscients in store stored forcuph processing shall pass to the Seller. 8.7. The Seller shall acquire joint property in the new products which are the result of processing adord might processing shall pass to the Seller. 8.7. The Seller shall acquire joint property in the new products which are the result of processing adord might processing shall pass to the Seller. 8.7. The Seller shall acquire joint property in the new products which are the result of processing adord might processing shall pass to the Seller. 8.7. The Seller shall acquire joint property in the new products which are the result of processing adord might property in the new pr

extent of processing analysis in acculated in the proportion of the invoice value of the Goods delivered by the Seler to the market value of the other goods. 8.8. The Buyer hereby expressly assigns to the Seller the proceeds due from any selling on of the Goods covered by referition of title, also to the extent that such Goods are processed and/or mingled.

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OF THE CLAIM. UNDER NO CINCUMS TANCES SHALL SELLEH BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY KIND OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGE OR LOSS, COST OR EXPENSE, INCLUDING WITHOUT LIMITATION, DAMAGE BASED UPON LOST GOODWILL, LOST SALES OR PROFITS, WORK STOPPAGE, PRODUCTION FALLURE, IMPAINMENT OF OTHER GOODS OR OTHERWISE, AND WHETHER ARISING OUT OF OR IN CONNECTION WITH BEFACH. OF WARPARTY BEFACH. OR CONTENCT. BREACH OF WARRANTY, BREACH OF MISREPRESENTATION, NEGLIGENCE OR OTHERWISE. CONTRACT.

11. Force majeure 11.1 Neither party shall be liable in any way for any damage, loss, cost or spense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labor disturbances, difficulty in obtaining necessary labor or raw materiais, lack of or failure of transportation, breakdown of plant or essential machinery.

necessary labor or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors. (Force Majeure). 11.2 Upon the occurrence of any event of Force Majeure, the party suffering theraby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under Selief's Confirmation. In the event of any delay, the oblgation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than two (2) months after the agreed delivery date, either Party is entitled to cancel the affected part of The Order Confirmation without any liability to the other Party. 12.1 Unless the Specifications have been agreed to be firm for a certain period or

Commutation without any labelity to the other Party. 12. Modification and Information, Indermity 12. Indess the Specifications have been agreed to be firm for a certain period or quantity of Goods, Seller reserves the right to change or modify the Specifications, construction and/or manufacture of Goods from time to time without notice. Buyer acknowledges that data in Seller's catalogues, specification sheets and other descriptive publications distributed or published on its websites by Seller, may accordingly be varied from time to time without notice. Any statement, representation, recommendation, advice, sample or other information of Seler in relation to the Specifications, the Goods and the Use thereof shall be timished for the accommedation, advice, sample or other information of Seler in relation to the Specifications, the Goods and the Use thereof shall be timished for the accommedation of Buyer only. 12.2 Buyer must utilize and solely rely on its own expertise, know-how and judgment in relation to the Goods and Buyer's Use thereof and in Buyer's application of any information provided with regard to the suitability and Use of the Goods shall not be binding and Seler does not assume any liability based on

such consultations even where caused or contributed to by Seller's negligence other fault. Buyer shall indemnify and hold Seller harmless from and agai any and all damage, losses, costs, expenses, claims, expenses, liabilities arising out of or in connection with the Goods, Buyer's L thereof and/or Buyer's use or application of any information disclosed provided by or on behalf of Seller.

13. Compliance with laws and standards

13. Compliance with laws and standards 13. Seller makes no promise or representation that the Goods shall conform to any law, statute ordinance, regulation, code or standard ("Laws and Standards"), unless expressly stated in the Order Confrmation or in the Specifications. 13.2 Buyer acknowledges that the Use of the Goods may be subject to requirements or limitations under Laws and Standards. 13.3 Buyer shall be exclusively responsible for (i) ensuing compliance with all Laws and Standards associated with its intended Use of the Goods; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

14. Independent contractors 14.1 Seller and Buyer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other

15. Non-assignment 15.1 Nother party may assign any of the rights or obligations under the Order Confirmation without the prior written consent of the other party, provided however, that Seller may assign such rights and obligations, wholly or partly, to any of its parent companies, subsidiaries or affiltates or to a third party acquiring all or a substantial part of Seller's assets or business relating to the Goods. If Supensona and termination

16. Suspension and termination 15.1 If (a) Buyer is in default of performance of its obligations towards Seller, or (b) if Seller har reasonable doubs with respect to Buyer's performance of its obligations to Seller and Buyer fails to provide to Seller adequate assurance of Buyer's performance before the date of scheduled delivery and in any case within Buyer's performance before the date of scheduled delivery and in any case within thinky (30) days of Saller's demand for such assurance; or il Buyer becomes insolvent or unable to pay its debts as they mature, or goes into laudidom (otherwise than for the purposes of a reconstruction or analgamation) or any barkruptcy proceeding shall be instituted by or against Buyer or if a trustee or receiver or administrator appointed for all or a substantial part of the assets of Buyer or if Buyer enters in a seed of an argenment or make any assignment the benefit is creditoria to a teed of anargenment or make any assignment be benefit is creditoria to a teed of anargenment or make any assignment the benefit is creditoria to a teed of anargenment or make of the right on Saller. Seller may by notice in them without may be not the right on Saller. Seller may by notice in the source Goods withich have not been paid tor. (In which upon all or any of largen discusses where the Goods are may be located and all cor related to the recovery of the Goods shall be for the account of Buyer, randing delivery of Goods unless Buyer makes such degrontimation for Goods on a cash in advance basis or provides adequate assurance of such payment for Goods on a cash in advance basis or provides adequate assurance of such payment for Goods or Seller, without any interventino of courts being required and without liability for Seller unlike that arising out of or in connection with such suspension or without be an end of (I) exerting (I) auditarding obtem of Largen Assets and termination.

Seller of whatsbever king answig out or a substanding claims of Seller shall become due and payable immediately with respect to the Goods delivered to Buyer and not re-possessed by Seller. 16.3 The termination of the order as per Article 16 shall operate, de jure", without any other formalities, and/or court intervention at the date of the termination notice in writing submitted by the Seller to the Buyer.

17. Waiver

17. Waiver 17. Failure by Seller to enforce at any time any provision of these Conditions shall not be construed as a waiver of Seller's right to act or to enforce any such term or condition and Seller's rights shall not be affected by any delay, failure or omission to enforce any such provision. 17.2 No waiver by Seller of any breach of Buyer's obligations shall constitute a waiver of any other prior or subsequent breach.

18. Severability and conversion 18.1 In the event that any provision of these Conditions shall be held to be invalid or unerforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be

several thereform. To visions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

19. Limitation of action 19.1 In addition to any limitation provided under applicable law, no action by Buyer shall be brought unless Buyer first provides written notice to Seller of any claim alleged to exist against Seller within thirty (30) days after the event complained of first becomes known to Buyer and an action is commenced by Buyer within twelve (12) months after such notice.

20. Governing law and jurisdiction

20. Governing law and jurisdiction 20.1 The parties rights and obligations arising out of or in connection with the Order Confirmation and/or these Conditions shall be governed, construed, interpreted and enforced according to the laws of the Romanian State excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International State of Codos (CISG) is excluded.
20.2 Any dispute under or related to the Order Confirmation and/or these Conditions, including with respect to the execution, performance or termination hereof, shall be settled by means of arbitration, by the Court of International Commercial Arbitration of the Romanian Chamber of Commerce and Industry, in compliance with the Court Organization and operation rules, with the Court procedural rules, with art. 4 of the European Convention on International commercial arbitration, signed in Geneva, on April 21st, 1961.

21. Survival of Rights

21. Survival of Rights 21.1 The parties rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal prepresentatives. 21.2 Termination of one or more of the rights and obligations of the parties, for whatsover reason, shall not affect the provisions of these Conditions which are

intended to continue to have effect after such termination

22. Headings 22.1 The headings contained in these Conditions are included for mere convenience of reference and shall not affect their construction or interpretation.

23. Intellectual Property 23.1 Seller has not verified the possible existence of third party intellectual property rights which might be intringed as a consequence of the sale and/delivery of the Goods and Seller shall not be held liable for any loss or damages in that respect. 23.2 The sale of Goods shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Goods, and Buyer expressly assumes all risks of any intellectual property infringement by reason of its importation and/or Use of the Goods, whether singly or in combination with other materials or in any processing operation.

24. Confidentiality

24. Condidentiality 24.1 Any party to the Order Confirmation and/or the Conditions is not entitled, without prior written agreement of the other party (i), to reveal the Order Confirmation or any provision of it to a third party, except those implied in the Order Confirmation fulliliment;(ii) to use the information and/or any other documents achieved or available during the negotiation of the Order Confirmation, in other purposes than to finalize the negotiations. 24.2 Revealing of any information to the people involved in the fulfillment of the Order Confirmation will be extended only on those information required to the fulfillment of the Order Confirmation will be exempted from the liability for the revealing of information set or the people involved in the fulfillment of the order of the order Confirmation will be exempted from the liability for the revealing of information required the written agreement of the other party; (ii) the information was revealed after written agreement of the other party; (ii) the revealing; (iii) the revealing party was compelled by law to reveal the information.

25. Final dispositions

25. Final dispositions 25.1 These conditions are applicable with effect from 1st January 2010 and are subject to change at any time without notice. 25.2 The current version of these Conditions can be obtained on request from Vimetoc Extrusion, 1st Milcov Street, Statina, Olt County, Phone +40 (0)249 414 045 Fax +40 (0)249 414 049.
25.3 Only the English and/or Romanian version of these Conditions shall be authentic and shall preval, in case of inconsistency, over any translation of these Conditions in another language.