

GENERAL SALES CONDITIONS

Definitions:

SELLER – Tristar Steel SRL

BUYER – The party signing the order, also called Buyer.

ORDER – A purchase request made in writing by the Buyer, indicating the technical specifications for the products and the terms and conditions of supply.

ORDER CONFIRMATION – The document issued by the Seller in response to the order, stating whether the order has been accepted, or any changes and specifications regarding the order proposal made by the Buyer.

GENERAL SALES CONDITIONS – the terms and conditions governing the relationship between the Buyer and Seller.

PRODUCT – subject of the Order, also referred to as the Goods.

SUPPLY – the goods/services provided by the Seller.

PRODUCTION STANDARD – Tristar Steel Products Catalog in which are mentioned the Seller's product quality and standard characteristics according to the standards; these conditions and services provided by the Vendor must be obeyed, except specific requests indicated in the Order.

TECHNICAL CHARACTERISTICS – they represent, quality, finishing level, section, measurements in millimeters or inches, weights, tolerances, quantities, price, certification type, reference standards and delivery date of our product.

TECHNICAL DATA SHEETS – documentation published on the Tristar Steel SRL website, describing the product mechanical and chemical characteristics. The international standard applied to products is only valid for the standards listed and included in Tristar Steel SRL **Products Catalog**.

1. General Provisions:

All orders forwarded by the Buyer shall be regulated by these General Terms and Conditions of Sale. Sending an order implies that the Buyer is aware of and fully accepts the clauses here below. These terms and conditions regulate the contractual relationship between the Seller and the buyer relating to the order, unless the parties make a specific exception to them through a written agreement signed by the Seller.

Product references, technical specifications and quality standards are those indicated in the technical data sheets published on the Seller's website.

2. Applicability:

Notification of these General Sales Conditions may be communicated by printing on the reverse of headed paper, quotations, Order Confirmations and e-mails.

The application of any general conditions used by the Buyer is hereby explicitly excluded.

3. Order and acceptance:

The Order must indicate all the product technical specifications and details of the products requested, otherwise the ones

indicated in the order confirmation shall be valid or, alternatively, those indicated in the Technical Data Sheets and/or the Seller's Product Catalog.

Any technical specifications indicated by the Buyer not discussed before order placement or forwarded by the Buyer after the order was signed, shall not be taken into consideration, without prejudice to the Seller's right to consider them as a new order.

The order shall be considered as being fully accepted and approved by the Seller once the Buyer receives the order confirmation from the Seller.

If the Seller is unable to fully accept the order clauses, the Seller is entitled to send the Buyer an order confirmation containing all the necessary changes (e.g. quantity, type of product ordered, etc), asking for the Buyer new acceptance.

Should the Buyer fail to provide any clarifications in writing, to be sent via e-mail no later than 3 (three) working days after receiving the order confirmation, to the same e-mail address from which that confirmation was sent, the sales contract will be considered to be effective between the parties.

4. Delivery deadlines:

Any confirmation regarding time of delivery will only be approximate. Time of delivery is agreed upon through Supplier's Order Confirmation and is subject to clarifications in a timely manner regarding any other details concerning the Order, as well as implementing any of the Buyer's liabilities, such as giving official certifications, giving letters of credit and payment covenants or to pay the previously agreed upon installments. Thus, the previously mentioned conditions are available for terms of delivery also.

The delivery deadline shall be understood to have been respected once notification has been provided that the goods are ready to be picked up or the delivery notice has been issued, depending on the case in question.

Once the Buyer receives this notification, he is obliged to pick up the goods as soon as possible.

If the Buyer is unable to take physical custody of the Products on the agreed upon delivery date, the Supplier will have the right to store the Products at the Buyer's expense, without modifying the terms of payment.

5. Delivery method and picking up goods:

Unless otherwise agreed in writing, goods shall only be delivered at our production facilities or our warehouse, as indicated in the order confirmation. Once the goods have been picked up or handed over to the carrier, they shall be transported at the buyer's sole risk. Different delivery methods may involve the application of current INCOTERMS regulations.

6. Price and payment conditions:

The sales price, payment methods and payment conditions are those indicated in the order confirmation and invoices, issued in accordance with the agreed upon conditions.

Prices are always stated as net amounts, excluding taxes and any other charge, for unpacked Products EXWorks (Incoterms 2010) for the Supplier's premises.

Prices are subject to adjustment by the Supplier so as to take into account unforeseeable variations. The Buyer hereby recognizes and acknowledges this fact, and that such price adjustments are valid without its prior agreement. Nevertheless and insofar as possible, the Supplier will, within a reasonable time, inform the Buyer of its intent to make such adjustments before they become effective, giving the Buyer all reasonable information in its possession concerning the need for, and methods used, in computing them.

All costs of packing, handling, shipping, placing on board, insuring etc. will be invoiced in addition. The Buyer will pay for all rights, taxes and other official charges, as well as the duties and expenses for customs formalities for export and import of Products and, if necessary, transit abroad.

Should it be agreed for the payment of the goods to be made in instalments, the missing, partial or late payment of even only one instalment shall entitle the Seller to demand immediate payment of the entire amount due, or, at the latter's sole discretion, the termination of the contract (pursuant the Romanian Civil Code). Failure to make a payment or only making a partial payment and, in any case any late payments, shall entitle the Seller to put on hold performance of the contract and to withhold any goods that are yet to be delivered. In this case, the Seller may also alter the payment conditions for any additional goods supplied and, in any case, - depending on the seriousness of the non-compliance -, may terminate the supply contract by simply sending a notification to this effect to the buyer, with the latter being unable to claim any compensation or raise any objections in this regard. In any case, the buyer shall be obliged to pay compensation for any additional damages deriving from the failure to perform other contracts.

In the event of late payments, all other legal consequences shall apply.

7. Acceptance(Non-Conformity/Complaints):

A written notification from the Buyer to the Seller will be provided in thirty (30) days at the very most after merchandise receipt regarding any product defect and, immediately at reception, regarding inadequate packaging or deterioration occurred during transportation. In that event, the Buyer must stop any processing or fabrication of products. After discovering any defect the Buyer will keep the products at the state of the supply, allowing the Seller's inspection. Where the Buyer does not respect his obligation (of noticing or if will use the products after discovering any defect or will not deliver the products for the Seller ,inspection) the products will be considered accepted.

In the event of discovering hidden defects arising from the Buyer's production process, the Supplier is not liable for paying the Buyer's internal production costs which issue from manual labor or expenses resulting thereof.

8. Supply Terms and conditions:

The Seller undertakes to comply with the product specifications as requested in the accepted order or order confirmation.

The Supplier has the right of delivering goods with the quantitative tolerance of $\pm 10\%$; the delivery will be quantified either as weight or as number of pieces.

The Supplier shall not be liable for any claims for less than one percent (1%) of total delivery quantity.

Should no specific request be made by the Buyer in their order, the Seller shall package the goods in accordance with their own procedures, aimed at keeping the goods intact. In any case, the Seller may not be held liable for any losses or faults caused by reasons other than the latter's misconduct or gross negligence.

Any specific types of packaging not indicated in the order confirmation, but only requested at the time of shipping, shall be included as extra costs in the invoice.

9. Inspections and testing:

Inspection/testing procedures and certificates for the goods supplied shall be regulated by the agreements made in the order and in the order confirmation.

10. Claims:

Any claimed defect must be established by evidence. If the products are found to be defective, the Supplier reserves the right to cure defect(s) by any one of the three following actions:

- by replacing the defective products in the Supplier's premises;
- by repairing the defective products in the Supplier's factories;
- by refunding the price invoiced and paid by the further actions will be mutually agreed for replacing the returned material.

The Supplier will not be held responsible for defects or products deterioration resulting from improper storage.

11. Guarantee duration:

The guarantee is of six months from delivery. No claim will be accepted for material further processed by the Buyer, except hidden defects arising after machining.

The Buyer shall decay from the guarantee if he does not communicate the defect within 5 days from its discovery and the action expires if it will not be carried out within 6 month from the delivery.

12. Withdrawal and termination of contract:

The Seller shall have the right to withdraw from the contract, without any charges, if it becomes aware that notice of protests have been issued against the Buyer regarding cheques or bills of exchange or other negotiable instruments, as well as if monetary, ordinary, insolvency or bankruptcy proceedings, or out-of-court proceedings, have been initiated against the Buyer.

In addition to the cases of missing or late payments, as provided for by the relative clause, the Seller shall also be entitled to terminate the supply contract by sending written notification to this effect to the Buyer, if, after sending due notification that the goods are ready to be picked up or after issuing the delivery notice, said goods are not picked up by the deadline which the Seller considers to be essential.

13. Tacit agreement:

Any acquiescence in relation to the Buyer's conduct or non-compliance shall not, in any way, lead to the Seller losing any of his rights.

14. Saving clause:

In addition to the cases of force majeure and other circumstances provided for by the law (including alert conditions, mobilisation, blockades or war, also in the countries of raw material suppliers, strikes and labour unrest, lockouts, fires, flooding, public disasters, etc.), and also in the case of any orders and provisions made by the Commission of the European Communities aimed at restricting or in any case regulating the consumption of certain raw materials, and the production and distribution of steel and finished products, the Seller shall be entitled to fully or partially withdraw from the sales contract that has been duly concluded, as well as from any contracts still in the process of being defined, should facts and circumstances arise, regardless of where, that substantially alter market conditions, currency value and industrial conditions in Romania.

In these cases and, in general, if the Seller withdraws from the contract due to an impediment that has nothing to do with their own actions or fault, the buyer shall not be entitled to any compensation or reimbursement and, if requested to do so, must pay for any finished goods or goods in the process of being made.

15. Individual clauses nullity

Should one or more of the above clauses, or provisions stated in separate agreements between the parties, become null and void, this shall not, in any way, invalidate the entire sales contract.

16. Privacy:

Should the Seller be in possession of Buyer data that may be classed as "personal" pursuant to applicable legislation (as per EU Reg. no. 679/16) this data shall be processed for the purposes of the contract (forming the legal basis for the processing) and in accordance with legal obligations, with the Seller acting as data controller, in order to guarantee the compliance, security and confidentiality of said data.

The data can be communicated in any form, also by consultation by or making it available, to credit institutions, trade companies, credit recovery companies, associated companies, consultants and professionals as well as third parties for the supply of services. The data is also gathered, reorganized and used to improve the offer of the service/product.

The data controller is the company to which the Client's order is addressed.

17. Applicable law:

For anything not stated in these general terms and conditions of sale, Romanian law shall apply to the sale and supply of goods and to the relative contracts and obligations undertaken with our company.

18. Place of Jurisdiction:

The Romanian Courts from the Seller's headquarters are exclusively competent for any dispute relative to sales or supplies and concluded contracts and obligations with our Company.

19. Language of reference:

These terms and conditions have been drawn up in Romanian and in English; in the event of any disputes, the Romanian version shall prevail.

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