

## General Terms and Conditions - Gebruder Weiss SRL

These General Terms and Conditions shall apply to all transport services concluded with our company together with the relevant legal provisions and international conventions applicable. The present general terms and conditions are supplemented by the most recent edition of the FIATA Model Rules for Freight Forwarding Services (hereinafter referred to as "FIATA Model Rules") as is available at [http://www.fiata.com/uploads/media/Model\\_Rules\\_05.pdf](http://www.fiata.com/uploads/media/Model_Rules_05.pdf), as far as no mandatory provisions of national law or international conventions (e.g. CMR, Montreal Agreement, CIM, etc.) oppose.

We are entitled to have a domestic or foreign partner company execute any of the orders placed with us. To the extent and insofar as we should be liable for any of their services towards our customer, our liability towards our customer is limited to the liability of the partner company in question towards us.

Any general terms and conditions used by the customer will not be accepted and shall therefore not be deemed to have been agreed upon, even to the extent such do not contradict our general terms and conditions. Verbal collateral agreements are ineffective.

Our duties resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures). In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt. Without prejudice to our rights under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations) lies with the customer. We shall not be under an obligation to check that such legislations are complied with and responsibility to make us aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform us timely and in writing. The customer shall also be obliged to guarantee the safety of the supply chain to us.

A separate order is required for the transfer of dangerous goods pursuant to ADR/RID/IMCO/DGR and so on, which must be accepted by us. Dangerous goods must be packed and marked in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Hazardous goods, in particular goods of ADR classes 1 and 7, may not be handed to us. The following goods shall in particular be excluded from acceptance for transport and/or for storage: precious metals (un-coined, coined or processed in any other way), jewelry, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and munition, livestock as well as substances the storage of which is subject to special legal provisions (e.g.. substances hazardous to water).

Returns of packaging within the meaning of the relevant laws as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted if such have been specifically agreed upon in writing.

In case of the provision of a truck or a container transport, demurrage shall be invoiced per hour or part thereof in excess of the two hours granted for both loading and unloading.

Invoices shall be payable [within 30 days of date of the invoice without any deduction]. Failure to pay the invoice by the due date entitles us to collect delay penalties of [0.2\_%] of the due amount per day of delay until the debt is actually paid. Cash on delivery is limited to a maximum amount of 5.000 LEI and is subject to national and international restrictions. All of our offers shall be non-binding and subject to confirmation. The amount of penalties may exceed the amount it was calculated on.

Invoices shall be settled in the currency in which they were issued. With regard to LEI payments of invoices issued in foreign currency, payment shall be made at the currency exchange rate announced by BNR (National Bank of Romania) on the day of payment + 2%. All bank charges and charges shall be payable by the customer.

The amount specified in the fiscal invoice issued under this firm order for transport constitutes a certain, liquid and due debt.

We shall send the invoice to the customer at the address indicated herein. If, for reasons outside of our control, the customer does not receive the invoice in due time, the latter is not exempt from payment of the invoiced services.

Moreover, we reserve the right to change air and sea freight rates at any time without prior notice.

All our business is exclusively transacted subject to the most recent edition of the FIATA Model Rules for Freight Forwarding Services (hereinafter referred to as "FIATA Model Rules"), as far as no

mandatory provisions of national law or international conventions (e.g. CMR, MA, CIM, etc.) oppose. With reference to section 8.3.3. FIATA Model Rules our liability shall not exceed the total amount of 1.800 SDR. According to section 3. FIATA Model Rules no insurance (e.g. for stored goods) will be effected by us, except upon your express instructions given in writing to us.

Upon your express written request, we will take out transport insurances and insurances for goods in stock against risks such as fire and damages from burglary and storm. We recommend you to take out a transport insurance for goods worth more than EUR 10.— per kg, for sensitive goods (i.e. fragile or theft-prone goods) as well as for cross-border transports. Possible insurance coverage must not be provided for if sanctions of the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment.

The damage invoice shall be settled by us in accordance with the FIATA Model Rules, but only after receipt of customer's written confirmation of such damage.

Offers must be kept confidential and may not be disclosed to a third party.

The laws of Romania, excluding international private law principles, shall apply. Bucharest shall be agreed as place of jurisdiction, except contrary mandatory legal provisions which confer exclusive jurisdiction to other courts. We reserve the right to assert a claim against the customer before any other legally permissible court.