

<b>General Terms and Conditions of Sale GF Casting Solutions</b>	<b>Termeni si Conditii Generale de Vanzare ale GF Casting Solutions</b>
<b>1. General</b>	<b>1. Prevederi Generale</b>
<p>1.1. These General Conditions shall apply to all, including future, business between Purchaser and the respective supplying companies of the GF Casting Solutions Division (hereinafter referred to as "GF").</p>	<p>1.1. Aceste Conditii Generale se vor aplica tuturor tranzactiilor dintre Cumparator si respectivele societati de furnizare ale Diviziei GF Casting Solutions (denumita in continuare "GF"), inclusiv celor viitoare.</p>
<p>1.2. Changes and amendments to these Conditions shall be valid only if made in writing.</p>	<p>1.2. Modificarile si amendamentele aduse acestor Conditii vor fi valabile doar daca vor fi efectuate in scris.</p>
<p>1.3. The written form shall include all methods of communication in the form of text (such as Telefax, E-Mail, EDI, etc.). This paragraph may be modified or waived only by a separate agreement between the Parties in the form of text.</p>	<p>1.3. Forma in scris va include toate metodele de comunicare sub forma de text (de exemplu, Telefax, E-mail, EDI etc.). Acest alineat poate fi modificat sau se poate renunta la el numai printr-un acord separat intre Parti, sub forma de text.</p>
<p>1.4. No other conditions shall be valid even if not expressly rejected. Performance of the contract – even if without reservation – by GF does not constitute acceptance of such conditions.</p>	<p>1.4. Nu va fi valabila nicio alta conditie, chiar daca nu a fost respinsa in mod expres. Executarea contractului – chiar daca fara rezerve – de catre GF nu reprezinta acceptarea respectivelor conditii.</p>
<b>2. Acceptance of Contract</b>	<b>2. Acceptarea Contractului</b>
<p>Agreements for the supply of Goods (orders and acknowledgements of order) and</p>	<p>Contractele de furnizare de Produse (comenzi si confirmari de comenzi) si anularile, inclusiv</p>

<p>call-offs, including any changes or modifications thereof, shall be made in writing.</p>	<p>orice modificari sau schimbari ale acestora, vor fi efectuate in scris.</p>
<p><b>3. Scope of Delivery, Dimensions, Weights, Technical Specifications</b></p>	<p><b>3. Obiectul Livrării, Dimensiuni, Greutăți, Specificații Tehnice</b></p>
<p>3.1. Unless otherwise agreed, binding call-offs shall be notified 3 months prior to the date of delivery by GF.</p>	<p>3.1. Cu condiția să nu se convină altfel, anularile obligatorii vor fi notificate cu 3 luni înainte de data livrării de către GF.</p>
<p>3.2. Dimensional deviations within trade practice, deviations in weight of up to +/- 10% necessitated by foundry technology as well as - in case of serial deliveries - changes in volume up to +/- 10% are permissible.</p>	<p>3.2. Abaterile de la dimensiuni în cadrul practicii comerciale, abaterile de la greutate de până la +/- 10% impuse de tehnologia de turnare, precum și – în cazul livrărilor de serie – modificările de volum de până la +/- 10% sunt permise.</p>
<p>3.3. Technical specifications given by GF are to be considered as approximations customary in the trade and not as expressly warranted characteristics, unless expressly designated as such.</p>	<p>3.3. Specificațiile tehnice transmise de GF vor fi luate în considerare ca aproximații obișnuite în practica comercială, iar nu drept caracteristici garantate în mod expres, cu excepția cazului în care sunt indicate astfel în mod expres.</p>
<p><b>4. Subcontracts</b></p>	<p><b>4. Subcontracte</b></p>
<p>4.1. GF shall be entitled to subcontract the manufacture of the Goods to third parties.</p>	<p>4.1. GF va avea dreptul de a subcontracta fabricarea Produselor către terți.</p>
<p>4.2. Subcontracting of specifically designated safety parts ("D-parts") for automotive applications shall require the prior written consent of</p>	<p>4.2. Subcontractarea produselor de siguranță indicate în mod specific („Produse D”) pentru aplicații auto va necesita acordul prealabil în scris al Cumpărătorului, care nu</p>

Purchaser, which shall not be unreasonably withheld.	va fi refuzat in mod nerezonabil.
<b>5. Price, Terms of Payment, Retention of Title</b>	<b>5. Pret, Termene de Plata, Drept de Retentie</b>
5.1. The prices shall be quoted ex works (as defined in the Incoterms issued by the International Chamber of Commerce), excluding packaging, freight, insurance and VAT.	5.1. Preturile vor fi cotate franco fabrica (astfel cum se defineste in Incoterms emisi de Camera Internationala de Comert), excluzand ambalarea, transportul, asigurarea si TVA.
5.2. The Parties are committed to constant quality improvements and cost reductions.	5.2. Partile se angajeaza sa aduca imbunatatiri ale calitatii si sa faca reduceri de costuri in mod constant.
5.3. In case of changes to the Goods required by Purchaser and/or for deliveries after expiry of serial production, and/or in case of purchases falling short of agreed or target volumes, the prices shall be adjusted accordingly.	5.3. In cazul modificarilor aduse Produselor solicitate de Cumparator si/sau pentru livrari dupa expirarea productiei de serie si/sau in cazul achizitiilor care sunt sub valoarea convenita sau tinta a volumelor, preturile vor fi ajustate in consecinta.
5.4. In case of long-term contracts of more than 12 months' duration, changes in cost factors such as wage, material-, energy-, freight or logistics costs, each Party shall be entitled to request a reasonable adjustment of the prices taking proper regard of these factors.	5.4. In cazul contractelor pe termen lung cu o durata mai mare de 12 luni, al modificarilor costurilor din cauza salariilor, materialelor, energiei, transportului sau logisticii, fiecare Parte va avea dreptul sa solicite o ajustare rezonabila a preturilor, luand in considerare acesti factori.
5.5. In case of premature termination of the contract by Purchaser, GF	5.5. In cazul incetarii anticipate a contractului de catre Cumparator,

<p>shall be entitled to a reasonable compensation of its unpaid services and unamortised investments in machines and tools.</p>	<p>GF va avea dreptul la o compensatie rezonabila a serviciilor sale neachitate si a investitiilor neamortizate in masinarii si instrumente.</p>
<p>5.6. In case of faulty supplies, the Purchaser shall be entitled to a proportionate withholding of payments until the contract is properly fulfilled. Should a mere part shipment have no economic interest to Purchaser, he shall be entitled to withhold the entire payment.</p>	<p>5.6. In cazul unor produse defecte, Cumparatorul va avea dreptul la o retinere proportionala a platilor pana cand contractul este executat corespunzator. In cazul in care o simpla parte a transportului de produse nu prezinta niciun interes economic pentru Cumparator, acesta va avea dreptul sa retina intreaga plata.</p>
<p>5.7. The Purchaser shall only be entitled to set off any amounts due against counterclaims which are either acknowledged by GF or finally awarded to Purchaser in court.</p>	<p>5.7. Cumparatorul va avea dreptul doar sa compenseze orice sume datorate cu contra-garantiile care sunt fie confirmate de GF, fie acordate definitiv Cumparatorului in instanta.</p>
<p><b>6. Ownership of Technical Documents</b></p>	<p><b>6. Dreptul de Proprietate asupra Documentelor Tehnice</b></p>
<p>The ownership and copyright in all technical documents supplied to the other Party shall remain vested with the supplying Party.</p>	<p>Dreptul de proprietate si dreptul de autor asupra tuturor documentelor tehnice furnizate celeilalte Parti vor ramane ale Partii expeditoare.</p>
<p><b>7. Confidentiality, Publicity</b></p>	<p><b>7. Confidentialitate, Publicitate</b></p>
<p>7.1. Neither Party shall disclose nor make use of any commercial or technical information received from the other Party in the</p>	<p>7.1. Niciuna dintre Parti nu va dezvalui si nu va utiliza nicio informatie comerciala sau tehnica primita de la cealalta Parte pe parcursul</p>

<p>course of their business transactions, to the extent said information is not in the public domain.</p>	<p>tranzactiilor comerciale ale acestora, in masura in care respectiva informatie nu este publica.</p>
<p>7.2. Drawings, patterns, templates, samples and similar objects may not be supplied to or otherwise be made accessible to unauthorised third parties. Copying of such objects is permitted only to the extent necessary for the performance of the contract and in accordance with the pertinent copyright law.</p>	<p>7.2. Este interzis sa se furnizeze sau sa devina accesibile in alt mod tertilor neautorizati desenele, schitele, modelele, esantioanele si obiectele similare. Copierea respectivelor obiecte este permisa numai in masura in care acest lucru este necesar pentru executarea contractului si in conformitate cu legea relevanta privind drepturile de autor.</p>
<p>7.3. The parties shall ensure that Subcontractors are bound accordingly.</p>	<p>7.3. Partile se vor asigura ca Subcontractantii sunt obligati in consecinta.</p>
<p>7.4. Any reference to the business relationship between the Parties in advertising or publicity materials shall require the other Party's prior written consent.</p>	<p>7.4. Orice referire la relatia comerciala dintre Parti in materialele publicitare sau de promovare necesita acordul prealabil in scris al celeilalte Parti.</p>
<p>7.5. The aforementioned obligations shall expire 36 months following the expiry of the business relationship between the Parties. In addition, they shall not apply to the extent information or data are required to be disclosed by order of a public authority or of a court of competent jurisdiction or in connection with the defence in any suit brought against the</p>	<p>7.5. Obligatiile mentionate mai sus vor expira dupa 36 de luni de la expirarea relatiei comerciale dintre Parti. In plus, acestea nu se vor aplica in masura in care dezvaluirea informatiilor sau a datelor este necesara in baza deciziei unei autoritati publice sau a unei instante cu jurisdicție competenta sau in legatura cu apararea in orice proces initiat impotriva Partii care face</p>

disclosing Party.	dezvaluirea.
<b>8. Development Results</b>	<b>8. Rezultatele Dezvoltarii</b>
8.1. The know-how disclosed by GF in the course of the bidding process shall be fully protected pursuant to Article 7. The technical concept submitted by GF in the bidding phase shall neither be used by Purchaser for its own benefit nor disclosed to third parties.	8.1. Know-how-ul dezvaluit de GF pe parcursul procesului de licitatie va fi protejat integral conform Articolului 7. Conceptul tehnic depus de GF in cadrul fazei de licitatie nu va fi nici folosit de Cumparator in beneficiul propriu, nici nu va fi dezvaluit tertilor.
8.2. In case the order for the long-term supply contract is not awarded to GF, Purchaser shall reimburse to GF the development costs it has incurred, including the costs for the design and manufacture of test-tools or prototypes.	8.2. In cazul in care contractul de furnizare pe termen lung nu este acordat GF, Cumparatorul va rambursa GF costurile de dezvoltare pe care le-a suportat, inclusiv costurile pentru proiectarea si fabricarea instrumentelor de testare sau a prototipurilor.
<b>9. Delivery Period, Dispatch and Passing of Risk</b>	<b>9. Perioada de Livrare, Expedierea si Transferul Riscului</b>
9.1. Agreed delivery times and dates are binding. Delivery periods or - dates are considered to have been met upon receipt of the Goods by Purchaser.	9.1. Orele si datele de livrare convenite sunt obligatorii. Perioadele sau datele de livrare se considera respectate in momentul primirii Produselor de catre Cumparator.
9.2. In case the delivery is not effected "EXW" or according to a similar arrival clause according to the Incoterms issued by the International Chamber of Commerce as in force on the	9.2. In cazul in care livrarea nu este efectuata „EXW” sau conform unei clauze similare de livrare in baza termenilor Incoterms emisi de Camera Internationala de Comert si aflati in vigoare la data livrarii,

<p>date of delivery, GF shall, in time, make the Goods ready for loading and dispatch.</p>	<p>GF va pregati in timp util Produsele pentru incarcare si expediere.</p>
<p>9.3. In any event, the risk shall pass to Purchaser latest when the Goods have left GF's works, even if GF is responsible for their transport.</p>	<p>9.3. In orice caz, riscul va fi transferat Cumparatorului cel tarziu cand Produsele au parasit locatia GF, chiar daca GF este responsabila pentru transportul lor.</p>
<b>10. Delayed Delivery</b>	<b>10. Livrarea Intarziata</b>
<p>In case of delays in delivery, GF, to the extent permitted by law, shall not be liable to Purchaser for indirect or consequential damages, such as loss of profit or loss of production.</p>	<p>In cazul unei livrari cu intarziere, GF, in masura in care legea o permite, nu va fi responsabila fata de Cumparator pentru daunele indirecte sau semnificative, cum ar fi pierderea profitului sau pierderea productiei.</p>
<b>11. Force Majeure</b>	<b>11. Forta Majora</b>
<p>Force majeure, labour disputes, turmoil, acts of government and other unforeseeable events beyond its control (such as interruption of the manufacturing process, insolvency of a subcontractor, rejects or remediation work, which, despite the affected Party's best efforts render timely performance of the contract impossible) shall exonerate the affected Party for the duration of the disturbance from the further performance of the contract. This shall also apply in case the force majeure or the other unforeseeable events occur</p>	<p>Forta majora, litigiile de munca, crizele, actiunile guvernamentale si alte evenimente imprevizibile si pe care nu le poate controla (cum ar fi intreruperea procesului de productie, insolventa unui subcontractant, rebuturile sau lucrarile de remediere, care, in ciuda eforturilor Partii afectate, fac ca executarea la timp a contractului sa fie imposibila) vor exonera Partea afectata, pe parcursul evenimentului, de executarea contractului. Acest lucru se va aplica si in caz de forta majora sau daca alte evenimente imprevizibile se produc atunci</p>

<p>when the affected Party is already in delay with the performance of its obligations. To the extent it can reasonably be required, the Parties shall be obliged to notify the other Party immediately in the event of force majeure or any other unforeseeable event and to adapt, in good faith, the mutual obligations to the changed conditions.</p>	<p>cand Partea afectata este deja in intarziere cu executarea obligatiilor sale. In masura in care poate fi necesar in mod rezonabil, Partile vor fi obligate sa notifice imediat cealalta Parte in caz de forta majora sau orice alt eveniment imprezibil si sa adapteze, cu buna credinta, obligatiile reciproce la conditiile modificate.</p>
<b>12. Prototypes and Tools</b>	<b>12. Prototipuri si Instrumente</b>
<p>12.1. The costs for prototypes and tools (specific machining equipment, tools, moulds, patterns, templates, etc.) shall - unless otherwise agreed - be invoiced separately. The same applies to tools to be replaced due to wear and tear related to the order.</p>	<p>12.1. Costurile pentru prototipuri si instrumente (masinarii, echipamente, matrite, schite, modele specifice etc.) vor fi facturate separat, cu conditia sa nu se convina altfel. Acelasi lucru se aplica si instrumentelor care trebuie inlocuite din cauza uzurii in legatura cu comanda.</p>
<p>12.2. Should Purchaser during the manufacture of the prototype or the tools terminate or suspend the performance of the contract, he shall bear all pertinent costs incurred by GF up to the date of termination or suspension.</p>	<p>12.2. In cazul in care Cumparatorul, pe parcursul fabricarii prototipului sau a instrumentelor, inceteaza sau suspenda executarea contractului, acesta va suporta toate costurile relevante suportate de GF pana la data incetarii sau suspendarii.</p>
<p>Subject to the foregoing, the costs for maintaining and storing as well as the risk of damage to or destruction of the tools shall be borne by GF.</p>	<p>Sub rezerva celor de mai sus, costurile pentru pastrare si stocare, precum si riscul de avariere sau distrugere a instrumentelor va fi suportat de</p>



	GF.
<p>12.3. Specific tooling for a particular order shall, even if paid by or being the property of the Purchaser and placed at GF's disposal, remain in GF's possession until the contract is properly fulfilled. Thereafter, Purchaser may request the return his tools, to the extent he has fulfilled his contractual obligations.</p>	<p>12.3. Anumite instrumente aferente unei anumite comenzi, chiar daca sunt achitate de catre Cumparator sau se afla in proprietatea acestuia si sunt plasate la dispozitia GF, raman in posesia GF pana la indeplinirea corespunzatoare a contractului. Ulterior, Cumparatorul poate solicita returnarea instrumentelor sale, in masura in care si-a indeplinit obligatiile contractuale.</p>
<p>12.4. GF shall store the tools free of charge for 3 years following the last delivery to Purchaser. Thereafter, GF shall invite Purchaser in writing to give GF, within 6 weeks, all necessary instructions regarding the further handling of the tools. GF's obligation to store the tools shall end, if the required instructions are not given within the aforementioned 6 weeks period or if no new order is being placed. Upon expiry of GF's obligation to store the tools, GF shall be entitled to dispose of them. The disposal costs of tools being the property of Purchaser shall be for Purchaser's account.</p>	<p>12.4. GF va depozita instrumentele gratuit timp de 3 ani de la ultima livrare catre Cumparator. Ulterior, GF va invita Cumparatorul in scris pentru a ii da GF, in termen de 6 saptamani, toate instructiunile necesare cu privire la manipularea ulterioara a instrumentelor. Obligatia GF de a depozita uneltele va inceta daca instructiunile necesare nu sunt date in termenul mentionat mai sus de 6 saptamani si daca nu este plasata o noua comanda. In momentul expirarii obligatiei GF de a depozita instrumentele, GF va avea dreptul sa dispuna de ele. Costurile debarasarii instrumentelor care sunt proprietatea Cumparatorului vor fi suportate de Cumparator.</p>
<p>The above shall not apply to the extent GF is obliged to the</p>	<p>Cele de mai sus nu se vor aplica in masura in care GF este obligata</p>

<p>further supply of spare parts.</p>	<p>sa furnizeze suplimentar piese de schimb.</p>
<p>12.5. Tools, used specifically for the order, may be used by GF for the manufacture and sale of goods to third parties only subject to Purchaser's prior written consent.</p>	<p>12.5. Instrumentele, folosite in mod specific pentru comanda, pot fi folosite de GF pentru producerea si vanzarea de produse tertilor numai cu acordul prealabil in scris al Cumparatorului.</p>
<p><b>13. Cast-in Parts</b></p>	<p><b>13. Produse Turnate</b></p>
<p>13.1. Parts to be cast-in supplied by Purchaser must have the agreed dimensions and be ready to be cast-in. Costs for remedial work shall be for Purchaser's account.</p>	<p>13.1. Produsele care vor fi turnate furnizate de Cumparator trebuie sa aiba dimensiunile convenite si sa fie pregatite pentru turnare. Costurile lucrarilor de remediere vor cadea in sarcina Cumparatorului.</p>
<p>13.2. The number of parts to be cast-in must exceed the number of Goods ordered by 10%. Rejects, which are not attributable to GF shall be replaced by Purchaser free of charge.</p>	<p>13.2. Numarul de produse care vor fi turnate trebuie sa depaseasca cu 10% numarul de Produse comandate. Rebuturile, care nu sunt atribuibile GF, vor fi inlocuite gratuit de catre Cumparator.</p>
<p><b>14. Quality and Documentation</b></p>	<p><b>14. Calitate si Documentatie</b></p>
<p>14.1. The Goods supplied by GF correspond to the state of the art and comply with applicable safety rules and the agreed technical specifications. Changes to the Goods shall require the prior written consent of Purchaser.</p>	<p>14.1. Produsele furnizate de GF respecta dezvoltarea tehnicii si regulile de siguranta aplicabile, precum si specificatiile tehnice convenite. Modificarile aduse Produselor vor necesita acordul prealabil in scris al Cumparatorului.</p>
<p>First samplings of automotive parts shall be made in</p>	<p>Primele mostre de produse auto vor fi fabricate in conformitate cu</p>

<p>accordance with the corresponding VDA-Regulations. Irrespective thereof, GF shall subject the Goods to a permanent quality control. The Parties shall keep each other informed of possibilities to improve the quality of the Goods.</p>	<p>Regulamentele VDA corespunzatoare. Indiferent de acestea, GF va supune Produsele unui control permanent al calitatii. Partile se vor pastra informate una pe cealalta despre posibilitatile de imbunatatire a calitatii Produselor.</p>
<p>14.2. In case of automotive parts specifically designated as such in technical documents or separate agreements, e.g. by adding the designation "D" (safety parts subject to special documentation), GF shall record, when, how and by whom the Goods were tested with regard to the features to be documented and what results the required quality tests have yielded. The testing documents are to be stored for a period of 10 years and are to be submitted to Purchaser at its request.</p>	<p>14.2. In cazul produselor auto indicate astfel in mod specific in respectivele documente tehnice sau acorduri separate, de exemplu adaugand litera „D” (produse de siguranta care fac obiectul unei documentatii speciale), GF va inregistra cand, unde si de catre cine au fost testate Produsele in legatura cu caracteristicile care vor fi documentate si ce rezultate au fost obtinute in urma testelor de calitate. Documentele de testare vor fi stocate pentru o perioada de 10 ani si vor fi transmise Cumparatorului, la solicitarea acestuia.</p>
<p>GF shall, to the extent legally possible, bind its subcontractors and sub-suppliers accordingly with similar obligations.</p>	<p>GF, in masura in care este posibil in mod legal, va determina subcontractantii si subfurnizorii sai in consecinta sa isi asume obligatii similare.</p>
<p>14.3. To the extent authorities responsible for the safety of motor vehicles require access to the production process and the testing documents of Purchaser</p>	<p>14.3. In masura in care autoritatile responsabile pentru siguranta automobilelor au nevoie de acces la procesul de productie si documentele de testare ale</p>

<p>in connection with the review of Purchaser's compliance with legal requirements, GF, at the request of Purchaser, agrees to give these authorities the same access to its works and provide all reasonable assistance.</p>	<p>Cumparatorului pentru constatarea respectarii de catre Cumparator a dispozitiilor legale, GF, la solicitarea Cumparatorului, este de acord sa dea acestor autoritati acelasi acces la locatia sa si sa ofere toata asistenta rezonabila.</p>
<b>15. Notification of Defects</b>	<b>15. Notificarea Defectelor</b>
<p>15.1. Defects in the Goods discovered by Purchaser in the ordinary course of its business shall immediately be notified to GF in writing. To this extent GF hereby waives its right of estoppel in case of late notification.</p>	<p>15.1. Defectele Produselor descoperite de catre Cumparator pe parcursul activitatii sale obisnuite vor fi notificate imediat GF in scris. In acest sens, GF renunta prin prezentul la dreptul sau de estoppel in cazul notificarii intarziate.</p>
<p>15.2. Reservation is being made for Purchaser's obligation to inspect incoming Goods with regard to identity, quantity and apparent transport defects by taking random samples. If GF supplies raw castings, Purchaser is obliged to inspect the raw castings for defects that become apparent only after machining.</p>	<p>15.2. Rezervarea este facuta pentru obligatia Cumparatorului de a inspecta Produsele care sunt livrate cu privire la identitatea, cantitatea si defectele aparente de transport luand mostre aleatorii. Daca GD furnizeaza produse brut turnate, Cumparatorul este obligat sa le inspecteze de defecte care devin vizibile numai dupa prelucrare.</p>
<p>15.3. In case acceptance- or first sample tests have been agreed, Purchaser shall be barred from notifying defects which could have been detected by Purchaser during the</p>	<p>15.3. In cazul in care receptia sau testarile primei mostre au fost convenite, Cumparatorului nu i se va permite sa notifice defectele care ar fi putut fi detectate de catre Cumparator pe parcursul receptiei sau al testelor primei</p>

acceptance- or first sample tests.	mostre.
<b>16. Warranty</b>	<b>16. Garantie</b>
16.1. GF warrants the compliance of the Goods with the agreed technical specification, said warranty being exclusive and in lieu of any implied or statutory warranty.	16.1. GF garanteaza conformitatea Produselor cu specificatia tehnica convenita, respectiva garantie fiind exclusiva si in locul oricarei garantii implicite sau statutare.
In case GF is to manufacture the Goods according to drawings, specifications, samples, etc. of Purchaser, Purchaser shall bear the risk that the Goods are fit for the intended purpose.	In cazul in care GF va fabrica Produsele conform desenelor, specificatiilor, mostrelor etc. Cumparatorului, acesta din urma isi va asuma riscul ca Produsele sunt potrivite pentru scopul avut in vedere.
16.2. GF shall not be liable for defects caused by misuse, faulty assembly or commissioning by Purchaser or third parties, normal wear and tear, faulty treatment nor for defects caused by improper modifications by Purchaser or third parties.	16.2. GF nu va fi raspunzatoare pentru defectele provocate de utilizarea necorespunzatoare, asamblarea sau punerea in functiune necorespunzatoare de catre Cumparator sau terti, uzura normala, tratarea necorespunzatoare sau pentru defectele provocate de modificarile gresite de catre Cumparator sau terti.
16.3. In case defective Goods have been supplied, Purchaser shall, before the start of its manufacturing process (machining or assembly) first give GF the opportunity to sort out, repair or replace defective Goods, unless such prior actions	16.3. In cazul in care au fost furnizate Produse defecte, Cumparatorul, inainte de a incepe procesul de fabricatie (prelucrare sau asamblare), va da mai intai GF ocazia sa sorteze, sa repare sau sa inlocuiasca Produsele defecte, cu conditia ca respectivele actiuni

<p>are unduly burdensome on Purchaser. In case GF is not carrying out the required remedial action or in case of delays of GF, Purchaser may terminate the pertinent portion of the contract and return the defective Goods to GF at GF's risk and cost.</p>	<p>prealabile sa nu fie excesiv de dificile pentru Cumparator. In cazul in care GF nu ia masurile necesare de remediere sau in cazul intarzierilor GF, Cumparatorul poate inceta partea respectiva a contractului si poate returna Produsele defecte catre GF, pe riscul si cheltuiuala GF.</p>
<p>In case of urgency, Purchaser may, after consultation with GF, carry out the remedial action himself or through third parties. The pertinent costs shall be for GF's account.</p>	<p>In caz de urgenta, Cumparatorul poate, dupa consultarea cu GF, sa ia singur masura de remediere sau prin terti. Costurile aferente vor cadea in sarcina GF.</p>
<p>In case of repeated supplies of Goods showing the same defect, Purchaser, after prior written notice and in case of a renewed delivery of defective Goods, may cancel the entire contract.</p>	<p>In cazul furnizarii repetate de Produse cu acelasi defect, Cumparatorul, dupa notificarea prealabila in scris si in cazul unei noi livrari de Produse cu defecte, poate rezilia intregul contract.</p>
<p>16.4. In case a defect, despite the Purchaser having fulfilled his obligation to inspect the Goods and to notify any defects, is not detected before the start of Purchaser's manufacturing process, Purchaser, in addition to his rights according to Article 16.3 may claim compensation for the additional costs incurred only to the extent the assumption of such costs has been explicitly agreed between the Parties.</p>	<p>16.4. In cazul in care un defect, in ciuda indeplinirii de catre Cumparator a obligatiei sale de a inspecta Produsele si de a notifica orice defecte, nu este detectat inainte de inceperea procesului de fabricatie al Cumparatorului, acesta din urma, in plus fata de drepturile sale conform Articolului 16.3, poate pretinde despagubiri pentru costurile suplimentare suportate numai in masura in care asumarea respectivelor costuri a fost convenita explicit intre Parti.</p>

<p>16.5. At GF's request and cost, Purchaser shall return all Goods to be replaced.</p>	<p>16.5. La solicitarea si pe cheltuiala GF, Cumparatorul va returna toate Produsele pentru a fi inlocuite.</p>
<p>16.6. The right of recourse of Purchaser according to 445a, 445 b and § 478 of the German BGB or § 933 b of the Austrian ABGB, is excluded.</p>	<p>16.6. Dreptul la recurs al Cumparatorului conform 445a, 445 b si § 478 din Codul Civil german (BGB) sau § 933 din Codul Civil austriac (ABGB) este exclus.</p>
<p><b>17. General Limitation of Liability</b></p>	<p><b>17. Limitarea Generala a Raspunderii</b></p>
<p>17.1. The liability for serial damage (including but not limited to recall campaigns) is limited to the max. annual turnover per serial damage. This shall apply to production stoppages mutatis mutandis. Liability for lost profits is excluded.</p>	<p>17.1. Raspunderea pentru prejudiciile repetate (inclusiv, dar fara a se limita la, campaniile de rechemare) este limitata la cifra de afaceri anuala maxima per prejudiciu repetat. Aceasta se va aplica mutatis mutandis opririlor productiei. Raspunderea pentru profiturile pierdute este exclusa.</p>
<p>17.2. GF's duty of indemnification shall be excluded to the extent Purchaser has validly excluded its liability towards its clients. As far as permitted by law, Purchaser shall exert his best efforts to enter into limitation of liability agreements also for the benefit of GF.</p>	<p>17.2. Obligatia GF de despagubire va fi exclusa in masura in care Cumparatorul a exclus in mod valabil raspunderea sa fata de clientii sai. In masura permisa de lege, Cumparatorul va depune toate eforturile pentru a incheia acorduri de limitare a raspunderii in beneficiul GF.</p>
<p>17.3. In case of delivery of defective parts GF will compensate Purchaser for the reasonably and demonstrably incurred warranty costs.</p>	<p>17.3. In cazul livrarii de produse cu defecte, GF va despagubi Cumparatorul pentru costurile de garantie suportate rezonabile si care pot fi dovedite.</p>
<p>17.4. Any liability for consequential</p>	<p>17.4. Orice raspundere pentru</p>

<p>loss and consequential costs is, as far as legally permissible, excluded. The Purchaser shall indemnify GF from any potential claim of third parties in this respect,</p>	<p>pierderea indirecta si costurile indirecte este, in masura in care legea o permite, exclusa. Cumparatorul va despagubi GF pentru orice eventuala pretentie a tertilor in acest sens</p>
<ul style="list-style-type: none"> <li>• if serial production is taken up under field conditions without successful trial by the Purchaser or the end customer and / or</li> </ul>	<ul style="list-style-type: none"> <li>• daca productia de serie este efectuata in conditii de teren, fara testarea cu succes de catre Cumparator sau de catre clientul final si/sau</li> </ul>
<ul style="list-style-type: none"> <li>• to the extent a third party not belonging to the GF group produces the products according to the development results for the Purchaser.</li> </ul>	<ul style="list-style-type: none"> <li>• in masura in care un tert care nu apartine grupului GF fabrica produsele conform rezultatelor privind dezvoltarea pentru Cumparator.</li> </ul>
<p>17.5. The foregoing limitation of liability does not apply in case of statutory liability based on wilful misconduct, gross negligence, claims arising from guarantees, in the event of harm to life, bodily injury or harm to health of a person or damage to private property.</p>	<p>17.5. Limitarea raspunderii de mai sus nu se aplica in cazul responsabilitatii legale aferente abaterilor savarsite cu intentie, neglijentei grave, pretentiilor in baza unor garantii, in cazul vatamarii corporale sau punerii in pericol a vietii ori sanatatii unei persoane sau avarierii proprietatii private.</p>
<p><b>18. Statute of Limitations of Liability and Warranty Claims</b></p>	<p><b>18. Perioada de Prescriptie a Raspunderii si Solicitarilor de Utilizare a Garantiei</b></p>
<p>Subject to longer time periods provided by mandatory statutory law, liability- and warranty claims of Purchaser shall be time-barred</p>	<p>Sub rezerva unor perioade de timp mai lungi prevazute de legislatia statutara, raspunderea si solicitarile de utilizare a garantiei</p>



<p>after 2 years following the receipt of the Goods by Purchaser.</p>	<p>ale Cumparatorului vor fi prescrise dupa 2 ani de la primirea Produselor de catre Cumparator.</p>
<p><b>19. Industrial Property Rights</b></p>	<p><b>19. Drepturi de Proprietate Industriala</b></p>
<p>19.1. GF shall be liable for the infringement of third party industrial property rights by the Goods if at least one of the industrial property rights forming part of the pertinent IP-family has been published in the country of GF's place of business, by the European Patent Office, in a EU-state or in the United States.</p>	<p>19.1. GF va fi responsabila pentru incalcarea drepturilor de proprietate industriala ale tertilor de catre Produse daca cel putin unul dintre drepturile de proprietate industriala care face parte din familia drepturilor de proprietate industriala relevanta a fost publicat de catre Oficiul European de Brevete in tara in care GF isi desfasoara activitatea, intr-un stat UE sau in Statele Unite.</p>
<p>19.2. GF shall indemnify and hold Purchaser and his customers harmless from and against all claims resulting from the infringement of such third party industrial property rights.</p>	<p>19.2. GF va despagubi si va garanta Cumparatorul si pe clientii sai pentru si impotriva tuturor pretentiilor rezultate din incalcarea respectivelor drepturi de proprietate industriala ale tertilor.</p>
<p>19.3. Exception is being made to the extent GF has manufactured the Goods according to drawings, patterns, similar descriptions or data of Purchaser without knowing or having a duty to know that the Goods are infringing third party rights.</p>	<p>19.3. Se face exceptie in cazul in care GF a fabricat Produsele in conformitate cu desenele, schitele, descrierile similare sau datele Cumparatorului fara a sti sau a trebui sa stie ca Produsele incalca drepturi ale tertilor.</p>
<p>- To the extent GF, based on the preceding paragraph, is not liable, Purchaser shall indemnify</p>	<p>In masura in care GF, in baza alineatului precedent, nu este raspunzatoare, Cumparatorul va</p>

<p>and keep GF harmless from and against all third party claims.</p>	<p>despagubi si va garanta GF pentru si impotriva tuturor pretentiilor tertilor.</p>
<p>19.4. The Parties shall immediately inform each other of any infringement or alleged infringements coming to their attention. They shall further coordinate their defence against such claims.</p>	<p>19.4. Partile se vor informa imediat una pe cealalta despre orice incalcare sau pretinse incalcari despre care afla. Acestea isi vor coordona in continuare apararea impotriva respectivelor pretentii.</p>
<p>19.5. The aforementioned liability and indemnification does not extend to loss of profits or damage resulting from loss of production.</p>	<p>19.5. Raspunderea mentionata mai sus si despagubirea nu se extinde asupra pierderii de profit sau prejudiciului rezultat din pierderea de productie.</p>
<b>20. Reservation of title</b>	<b>20. Rezerva de proprietate</b>
<p>20.1. GF retains ownership of all goods supplied by GF until full payment of GF's claims arising from the business relationship; all deliveries are deemed to be a coherent delivery transaction. In the case of current accounts, the reserved title also serves as security for the balance claim of GF.</p>	<p>20.1. GF retine dreptul de proprietate asupra tuturor produselor furnizate de catre GF pana la plata integrala a creantelor GF reiesind din relatia comerciala; toate livrarile sunt considerate a fi o tranzactie coerenta privind livrarea. In cazul conturilor curente, rezerva de proprietate serveste de asemenea ca garantie pentru diferenta creantei GF.</p>
<p>20.2. Processing or transformation of the Goods supplied by GF by Purchaser is always carried out for GF. If the Goods supplied are processed or inseparably combined or mixed with objects</p>	<p>20.2. Procesarea sau transformarea Produselor furnizate de catre GF Cumparatorului este efectuata intotdeauna pentru GF. Daca Produsele furnizate sunt prelucrate sau combinate ori</p>

<p>not belonging to GF, co-ownership of the new object shall be acquired in proportion to the value of the Goods supplied by GF to the other processed objects at the time of processing or in proportion to the value of the goods supplied by GF to the other combined or mixed objects at the time of combination or mixing. If the Goods are combined or mixed by Purchaser with other objects to form a single object and if the other object is to be regarded as the main object, Purchaser is obliged to transfer co-ownership to GF on a pro rata basis insofar as the main object belongs to Purchaser. Purchaser shall detain the sole ownership or co-ownership on behalf of GF.</p>	<p>amestecate fara a mai putea fi separate cu obiecte care nu apartin GF, dreptul de coproprietate asupra noului obiect va fi dobandit proportional cu valoarea Produselor furnizate de GF fata de celelalte produse procesate la momentul procesarii sau proportional cu valoarea bunurilor furnizate de GF fata de celelalte produse combinate sau amestecate la momentul combinarii sau amestecarii. Daca Produsele sunt combinate ori amestecate de catre Cumparator cu alte obiecte pentru a forma un singur obiect si daca celalalt obiect va fi considerat a fi principalul obiect, Cumparatorul este obligat sa transfere dreptul de coproprietate catre GF proportional, in masura in care obiectul principal apartine Cumparatorului. Cumparatorul va retine dreptul exclusiv de proprietate sau dreptul de coproprietate in numele GF.</p>
<p>20.3. If Purchaser resells the delivered Goods as intended, he hereby assigns to GF all claims against his customers arising from the sale, including all ancillary rights, in the amount of the invoice amount to which GF is entitled (including value added tax) until all claims of GF have been paid in full. If Purchaser places the</p>	<p>20.3. In cazul in care Cumparatorul revinde Produsele livrate dupa cum s-a avut in vedere, acesta cessioneaza prin prezentul catre GF toate creantele fata de clientii sai rezultand din vanzare, inclusiv toate drepturile accesorii, in cuantumul facturii la care GF are dreptul (inclusiv valoarea TVA) pana cand toate creantele GF vor</p>

<p>claim from a resale of the delivered Goods in a current account relationship existing with his customer, the current account claim is assigned to GF in the amount of the recognized balance, the same applies to the causal balance in the event of insolvency of the Purchaser. The assignment is made irrespective of whether the delivered Goods have been resold without or after machining. At GF's request, Purchaser is obliged to inform Purchaser's customers of the assignment and to provide GF with the information and documents necessary for GF to assert GF's rights. Purchaser is entitled to collect the assigned claims in the ordinary course of business. Purchaser is not permitted to further assign these claims within the scope of a factoring scheme. The right to collect expires upon filing for insolvency of the customer's assets.</p>	<p>fi achitate integral. In cazul in care Cumparatorul plaseaza creanta dintr-o revanzare a Produselor livrate intr-o relatie de cont curent existenta cu clientul sau, creanta aferenta contului curent este cesionata GF in cuantumul diferentei recunoscute si acelasi lucru se aplica diferentei cauzale in caz de insolventa a Cumparatorului. Cesiunea se efectueaza indiferent daca Produsele livrate au fost revandute fara sau dupa prelucrare. La solicitarea GF, Cumparatorul este obligat sa isi informeze clientii despre cesiune si sa furnizeze GF informatiile si documentele necesare pentru ca GF sa ateste drepturile GF. Cumparatorul are dreptul sa incaseze creantele cesionate in cursul obisnuit al activitatii. Cumparatorului nu i se permite cesionarea ulterioara a acestor creante in cadrul unei scheme de factoring. Dreptul de incasare expira in momentul formularii cererii de insolventa cu privire la activele clientului.</p>
<p>20.4. GF will release the collateral held by GF to the extent that its value exceeds the receivables to be secured by more than 10 % in total.</p>	<p>20.4. GF va elibera garantia detinuta de GF daca valoarea sa depaseste creantele care vor fi garantate cu mai mult de 10% in total.</p>

<b>21. Miscellaneous</b>	<b>21. Diverse</b>
<p>21.1. Each Party shall be entitled to the premature termination of the unfulfilled portion of the contract, if bankruptcy proceedings have been instituted against the other Party.</p>	<p>21.1. Fiecare Parte va avea dreptul la incetarea anticipata a partii neexecutate din contract, in cazul falimentului instituit impotriva celeilalte Parti.</p>
<p>21.2. If any part of these General Conditions of Sale or of an agreement between the Parties is or becomes invalid, such determination shall not affect the validity of the remaining provisions of these conditions or of an agreement between the Parties and to this extent the provisions of these Conditions and of any agreement between the Parties are declared to be severable. The Parties shall exert their best efforts to replace the invalid provision by a legally enforceable provision coming closest to the original intention of the Parties.</p>	<p>21.2. In cazul in care orice parte din aceste Conditii Generale de Vanzare sau a unui acord intre Parti este sau devine nula, acest lucru nu va afecta valabilitatea celorlalte prevederi ale acestor conditii sau ale unui acord intre Parti si, in acest sens, prevederile acestor Conditii sau ale oricarui acord intre Parti pot fi separate de restul prevederilor. Partile vor depune toate eforturile pentru a inlocui prevederea nula cu o prevedere aplicabila din punct de vedere legal cat mai apropiata de intentia initiala a Partilor.</p>
<b>22. Choice of Law, Venue, Place of Performance</b>	<b>22. Alegerea Legii Aplicabile, Jurisdictia, Locul de Executare</b>
<p>22.1. The contract between GF and Purchaser shall in all respects be governed by the law applicable to the relevant subsidiary of GF without regard to any conflict of laws provisions therein.</p>	<p>22.1. Contractul intre GF si Cumparator va fi guvernat din toate punctele de vedere de legea aplicabila filialei relevante a GF, fara a lua in considerare vreun conflict intre prevederile legilor din acesta.</p>
<p>22.2. Place of performance of the</p>	<p>22.2. Locul de executare a contractului</p>

contract shall be GF's place of business.	va fi locul in care GF isi desfasoara activitatea.
22.3. Exclusive place of jurisdiction shall be GF's place of business. GF, however, shall be entitled to bring actions in any other court of competent jurisdiction.	22.3. Jurisdicia exclusiva va fi reprezentata de locul in care GF isi desfasoara activitatea. Totusi, GF va avea dreptul de a intenta actiuni la orice instanta care are jurisdicie competenta.
GF Casting Solutions S.R.L.	