

GENERAL CONDITIONS OF SALE

General aspects

These general conditions of sale apply to the legal sales relations regarding the products sold by LUBEXPERT ROMANIA S.R.L. ("Seller"). If the provisions of this act come into conflict/discord with other provisions contained in agreements concluded in writing by LUBEXPERT ROMANIA S.R.L. and a buyer, the provisions contained in the written conventions will prevail.

The submission of any order and the collection of the products by the buyer amounts to acceptance of these general conditions.

Any proposal/request/annotation/objection to these general conditions of sale, made by the buyer or other persons, including those contained in orders of any kind, if they are in contradiction with these conditions, have no effect.

Price and payment terms

The price of the products is provided in the price lists valid on the date of sale from the sales offers. The terms of payment are indicated in the invoice issued by the seller. If the payment must be made before or at the time of delivery, the invoice will indicate "cash payment" or "cash payment" or another formula that has this meaning. For payments to be made on time, the due date of the invoice payment will be indicated in the invoice. Payments are made by the buyer in lei in the order of invoice maturity by any payment method: bank transfer, check, promissory note or cash. For amounts due that have not been paid when due, the debtor owes late payment penalties of 0.15% per day of delay.

In the event that the Buyer has not paid his debt to the Seller on time arising from any existing contract between the parties, all payments owed by the Buyer will be considered due and payable.

Buyer's Obligations

The buyer undertakes:

- a) to pay the price of the goods under the conditions stipulated in the "Price and payment conditions" chapter of this document;
- b) to receive the goods at the place and date agreed in the firm order;
- c) to sign through his representatives/agents and stamp the invoices issued by the Seller;
- d) to bear the expenses caused by the completion and realization of the sale;
- e) not to undertake any action that would damage the image of the Seller or the producers of origin of the goods. Otherwise, the Seller will request the payment of material and moral damages due to repair the damage.
- f) obtaining all official authorizations and/or approvals necessary for the use or resale of products, advertising materials, as well as the preparation of reports requested by the authorities.

- g) upon fulfilling all the obligations provided by art. 31 of GEO no. 92/2021 regarding the used oils regime. The buyer is obliged to hand over the used oils in accordance with art. 31 para. 3 of GEO no. 92/2021 to authorized economic operators.

Transfer of ownership

The transfer of ownership of the goods that are the subject of this document will take place at the time of receipt.

Risk of product loss

The risk of the products perishing from the date of their receipt by the buyer will be borne by the buyer.

Terms of delivery

The Seller delivers the goods determined by quantity, quality, assortment, specification, characteristics in the firm order sent by the Buyer, to the place indicated by him in the order, within the limits of the existing stock. The costs of delivery of the goods are borne by the Seller. Proof of the Buyer's receipt of the products delivered to him or picked up by him can be obtained by any means of proof, including the fiscal invoice signed by a representative of the buyer or bearing the buyer's stamp.

Returning products

The quantitative and qualitative reception of the goods will be done at the delivery address indicated by the buyer in the order sent. The buyer has the obligation to check, immediately after taking over the products, whether they correspond qualitatively (including the ordered assortment) and quantitatively, and, at the same time, to check whether the goods are accompanied by the invoice. If, following the verification, the buyer notices the existence of apparent defects, quantitative shortages, non-conformities regarding the ordered assortment or the lack of an invoice, the buyer must inform the Seller, by phone or in writing, within a maximum of 2 days from the delivery/receipt of the products (non-working days will not be taken into account). In the absence of information within the term indicated above, it is considered that the Seller has fulfilled his obligation to deliver/handover the ordered goods, that the delivered/handover products are in good condition, have no apparent defects, and that they are in the quantity ordered by buyer. In the case of the return by the buyer of goods of inadequate quality or wrongly delivered, the Seller will bear the expenses related to the return of these goods.

Guarantee

For buyers who, according to O.U.G. 140/2021 regarding certain aspects related to contracts for the sale of goods and OG no. 21/1992 on consumer protection are considered to be consumers, the guarantee for products is granted in accordance with the provisions of O.U.G. 140/2021.

The seller guarantees the quality of the products sold, until the expiration date written on each individual package, under the conditions specified by the manufacturer. The Seller's liability

towards the buyer is limited to the purchase price of the claimed warranty products. The seller is not responsible for the unrealized profit/unrealized earnings of the buyer.

Major force

Force majeure, meaning by this an unforeseeable and irrevocable event, occurred after the conclusion of the contract and which prevents its execution in whole or in part, exonerates from liability the party that invokes it under the conditions of the law. For the purposes of this clause, the following events are considered force majeure: war, earthquake, large floods, embargo. The following situations are not assimilated to the case of force majeure: strike, interruption of the supply of energy, water, gas, etc.

The party invoking force majeure shall notify the other party in writing of the occurrence of the event within 5 days and shall submit the supporting documents, certified by the territorial chamber of commerce, within 15 days from the occurrence of the case of force majeure. The termination of the case of force majeure must be notified to the other party within 15 days. The party invoking the force majeure has the obligation to inform the other party of the termination of its case within a maximum of 15 (fifteen) days from the termination.

If the circumstances that determine the suspension of the execution of this contract last more than 60 days, either party can request the termination of the contract. In this case, the contract ends without being able to claim damages.

Applicable law

The law applicable to legal sales-purchase relations regarding the products sold by LUBEXPERT ROMANIA S.R.L. it is Romanian law.

“Export controls / legal repercussions of violating provisions relating to Export controls (cancellation, damages)”

1. The Customer acknowledges that the Products and Services (hereinafter referred to as “Products”) provided by Lubexpert Romania S.R.L. (hereinafter referred to as “Lubexpert”) may be subject to Trade Laws restricting their export (including the deemed export of technology and source code), re-export (including the deemed export of technology and source code), re-export for use, transfer, release, disclosure or provision, directly or indirectly, to certain parties or destinations (hereinafter referred to as “Export controls”), and Customer undertakes to comply with all such restrictions.

2. Customer represents and warrants that:

(i) it will not directly or indirectly sell, supply, transfer, export, re-export, re-export for use or otherwise divert the Products to the Russian Federation, Belarus, or other countries, regions, persons or entities that are subject to Trade Laws applicable to the Products provided under this Agreement.

(ii) the Products will not be further sold, transferred, delivered or otherwise made available to a third person/company subject to such Trade Laws where that act would be in breach of the terms of such Trade Laws.

(iii) it will not sell, supply, transfer, export, re-export, re-export for use or otherwise divert or deliver the Products or Services to another region or province, where that act would be in breach of such Trade Laws.

3. If requested by Lubexpert, Customer shall provide to Lubexpert an End User Certificate for Products sold to Customer. In order to prevent circumvention of Trade Laws, Customer shall conduct appropriate measures, including due diligence on the Product's ultimate end use and location of end use to ensure that such third parties do not export to a country, person, or entity to which Customer itself has agreed not to export pursuant to the above provisions and Customer will request an End User Certificate signed by the end user for all sales to countries, regions, provinces or customers that present a risk of circumvention of Trade Laws.

4. Customer represents and warrants that neither Customer nor any person that owns or controls Customer is a Restricted Party or is subject to any other sanctions, restrictions, or designations under Trade Laws.

"Restricted Party" shall mean any person (entity or individual) that is identified on any UN, EU or US restricted party list, including but not limited to: (i) the List of Specially Designated Nationals and Blocked Persons ("SDN List"), maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") and any party owned 50% or more, individually or in the aggregate, by one or more SDNs; (ii) the EU Consolidated List of Designated Parties, maintained by the European Union and any party majority owned or controlled by a Designated Party; (iii) the UN Consolidated List, maintained by the UN Security Council Committee.

5. Lubexpert and the Customer hereby agree that compliance with Export controls represents an essential condition for the performance of their contract. Lubexpert and the Customer therefore agree that a violation of the Export controls provisions in connection with the Products shall, in all cases, be deemed as a serious violation of Lubexpert's interests. This shall also apply if the violation has been instigated by third parties. In all cases of violations against Export control provisions, Lubexpert will be entitled to cancel or withdraw from the contract for exceptional reasons and, in addition, the Customer will be obliged to hold Lubexpert free from liability regarding third party claims arising from a violation of export control provisions and compensate Lubexpert for any other costs and damages arising in this connection, whether tangible or intangible, particularly fines or penalties. "