

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF LOGISTIC SERVICES

by
Raben Logistic Romania SRL

1. Definitions

The terms below have the following meaning:

- 1.1. **Logistic data** -a collection of data that characterizes the goods of customers, necessary for the correct provision of Logistic services.
- 1.2. **Business day / Business days** -days from Monday to Friday, excluding public holidays that occur during this interval.
- 1.3. **Days**- calendar days.
- 1.4. **Logistic Unit** -a unit of goods that constitutes the basis for determining the movement of goods in the warehouse.
- 1.5. **Warehouse** -a warehouse maintained by the Supplier, where Logistic services are performed.
- 1.6. **GT&C** -this document, together with its annexes.
- 1.7. **Legal regulations** -legal regulations in force in Romania.
- 1.8. **Supplier Website** - <https://romania.raben-group.com/>
- 1.9. **Detailed cooperation procedure** -a document that describes in detail how to provide Logistic services and the related obligations of the Customer and to the supplier.
- 1.10. **Goods** -goods that constitute the object of Logistic services.
- 1.11. **Logistic Contract** -a Contract regarding the supply of Logistic services, concluded between the client and Supplier.
- 1.12. **Logistic services** -services consisting of:
 - 1.11.1. Storage of customer goods in a warehouse managed by the Supplier;
 - 1.11.2. Provision of storage services for customers' goods, which must be understood by:
 - (a) unloading the goods and receiving them in storage;
 - (b) the actual storage of the Goods;
 - (c) preparation of shipments from the goods stored in the warehouse;
 - (d) releasing the goods as shipments from the warehouse and loading them into the means of transport;
 - (e) management of goods in storage;
- 1.13. **Order** - each instruction for the specific, occasional or continuous handling of the goods, including the acceptance, preparation or release of the goods or another instruction in the situations specified in the GT&C or in the Logistic Contract, placed at the Supplier in the form and manner stipulated in the Logistic Contract.
- 1.14. **Supplier** - Raben Logistic Romania SRL, Romanian company, with registered office in Str. Pădurii no. 26, CTPark Bucharest, Building BUCH 14 Dragomirești-Deal, Ilfov county, registered in the Trade Register under no. J2021004660230, VAT code RO36069738
- 1.15. **Customer** - a company that concludes a Logistic Contract with the Supplier;

2. Scope

- 2.1. The Supplier will provide Logistic services to customers in accordance with the Logistic Contracts to which these GT&C apply.
- 2.2. By concluding a Logistic Contract with the Supplier, the Customer agrees to the application of GT&C. GT&C will constitute an integral part of a Logistic Contract.
- 2.3. Any changes or deviations from the GT&C will require the written consent of the Supplier to be valid. In the event of discrepancies or contradictions between the Logistic Agreement and the GT&C, the provisions of the Logistic Agreement shall prevail.

3. Logistic services

- 3.1. Subject to the provisions of art. 5, The Supplier shall provide Logistic services in relation to all types of goods owned or specified by the customer.
- 3.2. Subject to a separate Contract, the Supplier can provide additional services, complementary to the Logistic services, to the customer.

4. Conclusion of a Logistic Contract

- 4.1. The conclusion of a Logistic Contract requires the Customer and the Supplier to reach an agreement on the main terms and conditions of the provision of Logistic services, including the Logistic dates, the day of commencement of the provision of Logistic services, the time of storage of the goods and the remuneration of the Supplier.
- 4.2. In particular, a Logistic Contract can be concluded when the Supplier presents an offer and the Customer accepts it, specifying the terms and conditions of the provision of Logistic services.
- 4.3. Once a Logistic Contract has been concluded, the parties will agree on a detailed cooperation procedure, which constitutes an integral part of the Logistic Contract.

5. The goods

- 5.1. The supplier ensures that the storage conditions specified in a Logistic Contract will be maintained in the warehouse.
- 5.2. The Supplier shall provide Logistic services in respect of the goods specified in Annex 1A "Goods that can be stored and handled in a warehouse".
- 5.3. The supplier will not provide Logistic services for the goods specified in:

5.3.1. **Annex 1B "Goods that can be stored and handled conditionally in a warehouse"**, unless a certain category of goods is strictly specified in a Logistic Contract.

5.3.2. **Annex 1C "Goods whose storage and handling is unconditionally excluded"**

- 5.4. The Customer assumes responsibility and ensures that the Goods it provides for storage:

5.4.1. meet the criteria and requirements specified in the Logistic Contract (in particular in terms of: type, quantity, properties, storage and transport requirements and value);

5.4.2. does not cover any goods specified in:

- **Annex 1B "Goods that can be stored and handled conditionally in a warehouse"**, unless a certain category of goods is strictly specified in a Logistic Contract.
- **Annex 1C "Goods whose storage and handling is unconditionally excluded"**;

5.4.3. are suitable for storage if the conditions specified in the Logistic Contract are met;

5.4.4. do not present a danger to the warehouse or to the goods of other customers of the Supplier stored in the warehouse and, in particular, are free from pests, do not emit strong odors and are secured in a way that allows them to be stored and handled safely in the warehouse;

5.4.5. meet all the requirements specified in the legal regulations in Romania and the European Union, in particular with regard to food regulations, the possession of brands and certifications, the submission of notifications or registrations to the relevant bodies or registers, which are necessary for their introduction into the economic circuit in the Union European, including in Romania;

5.4.6. They are not included in the category of drugs or substances prohibited to be possessed or sold on the territory of Romania or the destination/transit states.

5.4.7. Do not contain obscene, immoral material, incitement to discrimination, violence, war propaganda, child pornography or prohibited ideologies;

5.4.8. They do not contain weapons, ammunition, explosives, toxic substances or which by

combination can generate toxic compounds;

- 5.5. The Customer acknowledges and accepts that, at the time of their receipt in the warehouse, the Supplier does not check whether the goods meet the requirements specified in Clause 5.4.
- 5.6. The Customer shall immediately inform the Supplier if the goods to be placed in storage or which have already been placed in storage do not meet the requirements specified in Clause 5.4, in particular, among others, due to exceeding the maximum quantity of goods in relation to the volume specified in the Logistic Contract or placing goods in the warehouse which, according to the Logistic Contract, cannot be stored there. In this situation, the Customer will provide the Supplier with a detailed description of the goods, including, among others:
 - 5.6.1. a detailed description of the goods that allows their classification according to Annexes 1A - 1C;
 - 5.6.2. Material safety data sheets (MSDS) in accordance with current regulations on chemical substances and mixtures.
- 5.7. If the goods do not meet the requirements specified in Clause 5.4 or the Customer has not provided the Supplier with a detailed description of the goods in accordance with Clause 5.6, the Supplier may, at its option:
 - 5.7.1. request the Customer to collect all the goods present in the warehouse within a specified period;
 - 5.7.2. move the goods to another warehouse at the customer's sole expense and risk.
 - 5.7.3. To proceed with their destruction, at the expense of the Customer.
- 5.8. In the situation discussed in Clause 5.7.1, if the customer is late in picking up the goods specified in the Supplier's request, he will have the rights specified in Clauses 12.8 and 12.9.
- 5.9. Without affecting the Supplier's rights specified in Clause 5.8, it may terminate the Logistic Contract according to Clause 12.3

6. Principles of providing Logistic services

- 6.1. The supplier will provide Logistic services according to the orders and the Logistic Contract, including the detailed cooperation procedure.
- 6.2. The Customer must provide, in sufficient advance, all the necessary information to the Supplier and present, in sufficient advance, all the documents necessary for the correct provision of the Logistic services.
- 6.3. The supplier may engage subcontractors in the provision of Logistic services. The supplier is responsible to the customer for the actions and negligence of subcontractors to the same extent that it is responsible for its own actions and negligence.
- 6.4. The supplier will provide Logistic services on business days. The operating hours of the warehouse and the schedule for placing and executing orders are specified in the detailed cooperation procedure.
- 6.5. The supplier reserves the right to refuse the provision of Logistic services, without any liability or other negative consequences towards the customer, in particular:
 - 6.5.1. if the goods to be placed in storage or which have already been placed in storage do not meet the requirements specified in Point 5.4;
 - 6.5.2. if the Customer has not presented the Supplier with a detailed description of the goods according to Point 5.6.
 - 6.5.3. if the order is incompatible with the Logistic Contract, in particular with the detailed cooperation procedure or with the legal regulations;
 - 6.5.4. in the situation discussed in Point 10.5;
 - 6.5.5. if required to do so by a legal regulation or by a provision of an authority.
- 6.6. The Supplier will promptly inform the Customer of its refusal to provide Logistic services, unless this information is prohibited by a legal regulation or by a provision of an authority

7. Liability

- 7.1. Unless the Logistic Contract provides otherwise and regardless of the Legal Regulations in force, the Supplier's liability towards the Customer will at all times cover only the actual loss suffered by the Customer directly as a result of the Supplier's willful non-compliance with the Logistic Contract or the execution improper use of it by the Supplier and will be limited as follows:
- 7.1.1. in connection with a single event - up to the value of 15% of twelve times the average monthly remuneration of the Provider for the provision of Logistic Services, calculated for the 12-month period preceding the month in which the loss occurred. If the loss occurs before the end of 12 months from the start of the provision of the Logistic Services, the average monthly value of the Provider's remuneration for the provision of the Logistic Services will be calculated for the entire period of their provision.
 - 7.1.2. in relation to all events during the entire period of providing Logistic Services - up to the equivalent value of 250,000 euros in RON (RON), at the exchange rate communicated by the BNR on the date of the last payment request.
The Supplier shall not be liable to the Customer to the extent that its claims exceed the limit specified in Clause 7.1.1 or, including all previous claims, the limit specified in Clause 7.1.2.
- 7.2. The Supplier shall be responsible for the Goods from the time they are accepted in the Warehouse, until the time they are released from the Warehouse in accordance with the Customer's Request. The Supplier's liability will cover damages resulting from the loss, partial damage or full damage of the Goods.
- 7.3. With the exception of mandatory legal regulations, the Provider will not be held responsible:
- 7.3.1. if the Supplier could not prevent the occurrence of damage during the period of storage in the Warehouse, despite maintaining adequate care;
 - 7.3.2. if the loss results from circumstances attributable to the Customer or a third party for which the Supplier is not responsible, even without their fault;
 - 7.3.3. for any negative effects and losses resulting from the proper execution of Customer Requests or Instructions;
 - 7.3.4. if the loss results from the properties of the Goods - that is, the natural properties or defects of the Goods, such as goods that are perishable, fragile or have a predetermined useful life which has been exceeded;
 - 7.3.5. if the loss consists of missing or damaged Goods within an intact Logistic Unit (for example, originally wrapped Pallets);
 - 7.3.6. if the loss in the form of missing Goods does not exceed 0.02% of the volume of the Customer's Goods;
 - 7.3.7. for any losses in the form of lost profits, unrealized earnings, unrealized savings, losses resulting from contractual penalties paid and any other forms of indirect losses;
 - 7.3.8. for any losses resulting from force majeure or fortuitous event.
- 7.4. The Supplier shall be released from any liability towards the Customer for losses (in particular for losses in Goods entrusted for storage) resulting directly or indirectly from the Customer's non-execution or improper execution by him of any obligations specified in Clause 5.4 and the Detailed Procedure of Cooperation. The provision in the previous sentence also applies if the Client's non-execution or improper execution by him of any obligations specified in Point 5.4 and in the Detailed Cooperation Procedure influenced the occurrence or degree of the loss.
- 7.5. The amount of compensation due to the Customer for any losses in the Goods that occurred during storage, for which the Supplier is responsible, will be determined according to the replacement value of the Goods, understood as the (net) manufacturing or acquisition cost of the Goods and in no case can it exceed the amounts specified in Point 7.1.
- 7.6. At the Supplier's request, the Customer shall indemnify the Supplier, its employees and agents from

any liability towards third parties and shall reimburse the Supplier for any documented damages, costs and expenses incurred by the Supplier as a result of claims raised by third parties, resulting directly or indirectly from non-performance or improper execution by the Customer of the obligations stipulated in the Logistic Contract, including any of the obligations specified in Clause 5.4 and the Detailed Cooperation Procedure. In particular, the Customer shall be liable for all documented damage costs paid by the Supplier to third parties in connection with the destruction, damage or disposal of goods belonging to such third parties, together with all losses,

8. Insurance

- 8.1. The Customer shall be responsible for insuring the Goods and other property stored in the Warehouse against random events, in particular fire, lightning, explosion, flood, aircraft crash, etc. For the avoidance of doubt, the Supplier is not obliged to insure the Goods with any insurance policy.
- 8.2. The supplier declares that he has a civil liability insurance for the Logistic Services provided. The supplier will maintain the insurance mentioned in the previous sentences for the entire duration of the Logistic Contract, with a minimum coverage amount of at least 2,500,000 euros per event, for the entire insurance period. At the Customer's written request, the Supplier will present the documents confirming the insurance coverage mentioned in the previous sentences.

9. Complaints

- 9.1. In order to pursue claims against the Supplier for non-execution of the Logistic Services or their improper execution, a complaints procedure is required. The principles of the complaints procedure are specified in the Detailed Cooperation Procedure.
- 9.2. Complaints for claims whose value does not exceed 1,000 euros (or their equivalent in RON) will be examined within 30 days of receiving the complaint. In the case of complaints for claims whose value exceeds 1,000 euros (or the equivalent in RON), the deadline for resolving the complaint may be extended by the Supplier. If a request to complete or correct the complaint is issued, the term for resolving the complaint specified in the previous sentence will begin on the day the complaint is completed or corrected.
- 9.3. If the Customer's claim is accepted, a claims invoice will be issued by the Customer.
- 9.4. The Customer may not charge costs to the Provider before a complaint is registered and before the Provider resolves it. Any billing documents issued to the Supplier by the Customer in contradiction with the provisions of the previous sentence shall be ineffective in relation to the Supplier.
- 9.5. The registration of a complaint does not suspend the payment term for the Logistic Services performed, including the Logistic Services on which the complaint was registered.

10. Supplier Remuneration

- 10.1. The Supplier performs Logistic Services and Additional Services against a payment. In addition, in the situations specified in the Logistic Contract, the General Terms and Conditions and in the Legal Regulations, the Customer will reimburse the Supplier for any costs and expenses related to the provision of Logistic Services.
- 10.2. The remuneration and principles of calculation and payment will be specified in the Logistic Contract. Except in the event that the Logistic Contract provides otherwise, the remuneration for the Logistic Services will be invoiced monthly and will be payable within 14 days from the date of issuance of the invoice by the Supplier.
- 10.3. Within 3 working days of receiving an invoice issued by the Supplier, the Customer will verify the correctness of the invoice and may formulate reasoned reservations if the invoice does not meet the legal requirements or the requirements specified in the Logistic Contract. In such a situation, the Parties shall, in good faith, take prompt action to clarify the reservations submitted within 2 business days. The deadline for payment of the invoice, to the extent subject to reservations, will be suspended until the clarification of the reservations submitted or until the expiry of the deadline for clarification, depending

on which occurs earlier. In any case, the Customer will be obliged to pay the amount specified in the invoice to the extent that it is not subject to reserves. If clarification of reservations is impossible within the term specified above, each Party may pursue its claims through judicial proceedings. If the Customer does not formulate reservations within the term specified in the first sentence, the invoice will be considered accepted by the Customer.

- 10.4. Delay in payment of invoices issued by the Supplier attracts penalties in the amount of 1% per day of delay, the total amount of penalties may exceed the amount of the principal due.
- 10.5. The Customer may not offset or compensate any claim owed by the Customer to the Supplier against the Supplier's remuneration.
- 10.6. The Supplier will grant the Customer a credit facility. The maximum value of the commercial credit granted ("credit limit") by the Supplier is established at the beginning of the contractual period and is revised periodically. In the event that the Customer exceeds the credit limit granted, the Supplier reserves the right to suspend the credit facility, regardless of whether the invoices issued and unpaid, related to the services already provided, are not due. During the credit suspension period, the Client can request the Provider to perform services only with payment in advance.
- 10.7. If the Customer delays payment of all or part of the remuneration or any other claim owed to the Supplier, the Supplier may, regardless of the application of interest for delayed payments and other remedies in accordance with the regulations in force, refuse to provide the Logistic Services until the Customer pay all outstanding remuneration or other claims.
- 10.8. In the situation where the delays in paying the balances provided for in art. 10.4. exceed 30 calendar days, and the Customer is notified by the Supplier about this through 2 successive notifications, with an interval of 15 days between them, the Customer is obliged to pay, in addition to the penalties for each day of delay until the actual payment of the debt, the amount of 10,000 RON, as additional damages, due on the 3rd day from the second notification.

11. Change in remuneration

- 11.1. Unless the Logistic Contract provides otherwise, the Supplier may modify (indexate) the current remuneration rates on January 1 of each year in which the Logistic Contract is in force.
- 11.2. The indexation method, including the types of costs subject to indexation (cost supports), their weight in indexation, the indicators for measuring the change in these costs, the source of obtaining them and the method of calculating the change in these costs based on the indicator, will be specified in the Logistic Contract.
- 11.3. The indexed remuneration according to the provisions of the Logistic Contract will be an automatic remuneration adjustment mechanism for the application of which the separate consent of the Client is not required.
- 11.4. Regardless of the remuneration indexation rates, the Provider reserves the right to request, at any time, from the Client an extraordinary adjustment of the remuneration rates and/or principles, in the event that one of the following situations occurs:
 - 11.4.1. significant changes to the Logistic Data,
 - 11.4.2. the occurrence of an event beyond the Customer's control, which leads to a significant increase in the costs of executing the Logistic Services and which could not have been foreseen or the extent of which caused by this event could not have been foreseen at the conclusion of the Logistic Contract, or it was impossible to introduce the last approved adjustment of remuneration rates.
- 11.5. If the conditions discussed in Point 11.4 occur, the Supplier will inform the Client in writing, one month in advance, about the intention to adjust the rates and/or principles of remuneration, at the same time presenting the new rates and/or principles of proposed remuneration. If the Customer refuses to accept the adjusted rates and/or principles of remuneration or the Parties fail to conclude, within one month of notification, an annex to the Logistic Contract introducing the new rates and/or principles of remuneration, the Supplier may terminate the Contract of Logistic with a prior notice of one month.

12. Terms of the Logistic Contract

- 12.1. Unless the Logistic Contract provides otherwise, it may be terminated by either Party, with a 3-month prior notice, subject to the exceptions specified in Clauses 11.5, 12.2, 12.3 and 12.4. Notice of termination must be provided in writing.
- 12.2. Either party may terminate the Logistic Agreement with immediate effect if the other party is placed in liquidation, insolvency or reorganisation procedures.
- 12.3. The Supplier may terminate the Logistic Contract with immediate effect, without delay, without court intervention and without any prior formality if:
 - 12.3.1. The Client's delay in paying the Remuneration for the Logistic Services performed or other claims owed to the Supplier exceeds one month from the due date.
 - 12.3.2. The customer seriously or persistently fails to fulfill its contractual obligations set out in point 5.4 or fulfills them improperly and does not cease such violations, despite receiving a notification, the remedial period being set at 14 days.
- 12.4. The Customer may terminate the Logistic Contract with immediate effect if the Supplier seriously or persistently fails to fulfill its contractual obligations or fails to fulfill them properly and does not cease such breaches, despite receiving a notice, for which an appropriate term has been set, not shorter than 14 days.
- 12.5. Termination of the Logistic Contract with immediate effect will be done in writing and will specify the reason. The Logistic Contract will terminate on the day the other Party receives a notice of termination in writing, with immediate effect and specifying the reason for termination.
- 12.6. The provisions of Points 11.5, 12.2, 12.3 and 12.4 exhaustively specify the reasons for termination of the Logistic Contract.
- 12.7. The Customer will collect all Goods from the Supplier's Warehouse no later than:
 - 12.7.1. on the day of termination of the Logistic Contract - if the Logistic Contract is terminated with a notice period;
 - 12.7.2. within 5 working days from the day of termination of the Logistic Contract - if the Logistic Contract is terminated in another way.
- 12.8. If the aforementioned obligation is fulfilled late, the Supplier may charge an additional fee for the storage of the Goods, amounting to five times the storage fee specified in the Logistic Contract. The additional charge for the storage of the Goods will be increased by VAT at the applicable rate.
- 12.9. If the delay in picking up the Goods exceeds 30 days, any Goods remaining in the Supplier's Warehouse shall be deemed abandoned by the Customer. In the situation discussed in the previous sentence, the Supplier may dispose of the Goods, in particular by liquidating (eliminating) or selling them. The Customer shall bear the cost of disposal of the Goods by the Supplier. The Customer shall indemnify and exonerate the Supplier from any liability for the exercise of its right to dispose of the Goods.

13. Protection of personal data

- 13.1. The personal data of the employees of each Party disclosed to the other Party in connection with the conclusion and execution of the Logistic Contract will be processed only for the purpose of executing the rights and the obligations stipulated in the Logistic Contracts. If, during the provision of Logistic Services, the Client authorizes the Supplier to process personal data, a Personal Data Processing Agreement will be concluded.
- 13.2. The parties mutually assure that
 - (i) have lawfully obtained the personal data disclosed to the other Party,

(ii) are authorized to disclose personal data to the extent necessary for the provision of Logistic Services.

- 13.3. Complete information regarding the processing of personal data by the Provider, including detailed information for the Client's employees, is available in the Privacy Policy published on the Provider's website: <https://romania.raben-group.com/prelucrarea-datelor>

14. Major force

- 14.1. For the purposes of the General Terms and Conditions, "force majeure event" means, for each Party, an event that is beyond the reasonable control of a Party, including, but not limited to, strikes, lockouts, fires, floods, natural disasters such as earthquakes or landslides of land, violent atmospheric phenomena such as hurricanes or storms, weather conditions that make it impossible to perform the Logistic Services properly, wars, riots, cyber attacks, actions of public authorities that lead, among others, to nationalization, expropriation, destruction or damage to the property of a Parties and which prevent a Party from carrying out commercial activity, legislative changes, court rulings, embargoes, international sanctions, interruptions or limitations in the provision of public services such as electricity, water, gas and telecommunications services.
- 14.2. No Party shall be liable for the non-fulfillment or improper fulfillment of the obligations set forth in the Logistic Contract or for the delay in the execution of these obligations, to the extent that the non-fulfillment, improper fulfillment or delay is caused by the occurrence of a force majeure event, provided that:
- 14.2.1. The party invoking force majeure could not have prevented it by taking adequate measures having regard to all the circumstances and factors that it knew or should have known before the force majeure occurred, and
- 14.2.2. The party invoking force majeure has taken all possible actions to reduce the effects of force majeure and to properly fulfill the obligations set forth in the Logistic Contract to the extent practicable.
- 14.3. The Party invoking force majeure shall promptly inform the other Party of the occurrence of the force majeure and its nature.
- 14.4. If an event of force majeure continues to produce effects for a period of more than 90 days, the other Party may terminate the Logistic Contract with at least 30 days' notice. Neither Party shall be liable in this regard if the Logistic Contract is terminated according to the provisions of the previous sentence. However, the termination of the Logistic Contract will not affect the rights and obligations of the Parties during the duration of the Logistic Contract.

15. Amendments to the General Terms and Conditions

- 15.1. The Provider reserves the right, at its option, to modify the General Terms and Conditions (including the cancellation or replacement of the General Terms and Conditions or any appendices thereof with new general terms and conditions). The Supplier shall publish, appropriately and in advance, any changes to the General Terms and Conditions on the Supplier's website or otherwise inform the Customer. The Customer is obliged to have uninterrupted access to the Internet and to read, constantly and personally, the current content of the General Terms and Conditions and the relevant annexes on the Provider's website, at <https://romania.raben-group.com/zona-clienti/termene-si-conditii>
- 15.2. Each modification of the General Terms and Conditions will enter into force and become effective after 14 days from the date of publication on the Supplier's website or from the date of informing the Customer in another way, unless the Supplier specifies another date, postponed, for the entry into force of the General Terms and Conditions. In order for the General Terms and Conditions to enter into force, the Customer's consent, no other Contract or other documents are required. The amended General Terms

and Conditions will be applicable to all Logistic Contracts in force on the day of entry into force of the amended General Terms and Conditions (i.e. also to Logistic Services concluded prior to the day on which the amendments to the General Terms and Conditions enter into force). In the event of any changes to the General Terms and Conditions, the Customer may terminate the Logistic Contract with a 14-day termination period. The General Terms and Conditions prior to the change will be in effect until the termination period expires. The customer can use the right to terminate the Logistic Contract until the date of entry into force of the changes to the General Terms and Conditions, at the latest.

16. Final provisions

- 16.1. The General Terms and Conditions will be made available at the registered office of the Supplier, in the offices of the Supplier's subsidiaries and on the Supplier's website.
- 16.2. Any aspects not regulated by the General Terms and Conditions will be governed by the relevant Legal Regulations, including the Civil Code regulations regarding storage contracts.
- 16.3. The following appendices are an integral part of the General Terms and Conditions:
 - 16.3.1. **Annex 1A "Goods that can be stored and handled in the warehouse";**
 - 16.3.2. **Annex 1B "Goods that can be conditionally stored and handled in the warehouse";**
 - 16.3.3. **Annex 1C "Goods whose storage and handling are unconditionally excluded".**
- 16.4. Any disputes arising from or in connection with the Logistic Contract shall be settled amicably by the Parties and, if this is impossible, by the competent court at the registered office of the Supplier.
- 16.5. The General Terms and Conditions will enter into force and become effective on July 1, 2023.
- 16.6. The present English version of General Terms and Conditions are a translated version from the General Terms and Conditions in Romanian language. In case of any discrepancies between the current English version and the Romanian version of the General Terms and Conditions, the specifications of the General Terms and Conditions in Romanian language will prevail.

Appendix no. 1

GOODS THAT MAY BE STORED AND HANDLED IN WAREHOUSE

Goods that are classified in any of the following goods classes or groups as defined by NFPA 13 "Standard for the Installation of Sprinkler Systems":

1. Class I goods, understood as non-flammable products, which meet one of the following conditions:
 - 1.1. are placed directly on the pallet,
 - 1.2. are placed in a single-layer corrugated cardboard box, with or without individual paper separators, on a pallet or without a pallet,
 - 1.3. are wrapped in foil or paper as a unit, on or without a pallet,
2. Class II goods, understood as non-flammable products in wooden beam boxes or solid wood boxes, in multi-layer corrugated cardboard boxes or in equivalent flammable packaging, on or without a pallet,
3. Class III goods, understood as products of wood, paper, natural fibers or plastics of Group C, in boxes, crates or without them, on pallets or without pallets. Class III goods may contain limited amounts (up to 5% by volume or weight) of Group A or B plastics,
4. Class IV goods, understood to be produced on or without a pallet, which meet one of the following conditions.
 - 4.1. are partially or fully made of Group B plastics,
 - 4.2. contain loose filler material with Group A plastics,
 - 4.3. contain or contain significant amounts (between 5% and 15% by weight or between 5% and 25% by volume) of Group A plastics,
5. Group B plastic materials, i.e. materials such as:
 - 5.1. Cellulosic (cellulose acetate, cellulose acetate butyrate, ethyl cellulose),
 - 5.2. chloroprene rubber,
 - 5.3. Fluoroplastic materials (ECTFE - ethylene-chlorotrifluoroethylene copolymer;
 - 5.4. ETFE - ethylene-tetrafluoroethylene copolymer;
 - 5.5. FEP - fluorinated ethylene-propylene copolymer),
 - 5.6. Natural rubber (non-expanded),
 - 5.7. Nylon (nylon 6, nylon 6/6),
 - 5.8. Silicone rubber;
6. Group C plastics, i.e. materials such as:
 - 6.1. Fluoroplastic materials (PCTFE - polychlorotrifluoroethylene; PTFE - polytetrafluoroethylene),
 - 6.2. Melamine (melamine formaldehyde),
 - 6.3. Phenolics,
 - 6.4. PVC (polyvinyl chloride - flexible - PVCs with plasticizer content up to 20%),
 - 6.5. PVDC (Polydene Vinyl Chloride),
 - 6.6. PVDF (Polydene Vinyl Fluoride),
 - 6.7. PVF (polyvinyl fluoride),
 - 6.8. Urea (urea formaldehyde)

Annex no. 1B

GOODS WHICH MAY BE STORED AND HANDLED UNDER CERTAIN CONDITIONS (AFTER CERTAIN CONDITIONS ARE MET)

1. Goods that constitute substances or mixtures classified as dangerous in accordance with Regulation (EC) no. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on the classification, labeling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC and amending Regulation (EC) no. 1907/2006 of December 16, 2008 (Official Journal of the EU L 2008 no. 353, p. 1);
2. Goods marked as flammable, oxidizing, toxic, corrosive or dangerous to the environment - for example, cosmetics, veterinary products, light bulbs, etc.;
3. Dangerous goods in the sense provided by the national and international ADR (European Agreement relating to the international transport of dangerous goods by road) regulations;
4. Goods that are classified as Group A Plastics within the meaning of NFPA 13 "Standard for the Installation of Sprinkler Systems", i.e. materials such as:
 - 4.1. ABS (acrylonitrile-butadiene-styrene copolymer),
 - 4.2. Acetal (polyformaldehyde),
 - 4.3. Acrylic (polymethyl methacrylate),
 - 4.4. Butyl rubber,
 - 4.5. EPDM (ethylene-propylene rubber),
 - 4.6. FRP (glass fiber reinforced polyester),
 - 4.7. Natural rubber (expanded),
 - 4.8. Nitrile rubber (acrylonitrile-butadiene rubber),
 - 4.9. PET (thermoplastic polyester),
 - 4.10. polybutadiene,
 - 4.11. polycarbonate,
 - 4.12. Polyester elastomer,
 - 4.13. polyethylene,
 - 4.14. polypropylene,
 - 4.15. polystyrene,
 - 4.16. Polyurethane,
 - 4.17. PVC (polyvinyl chloride - highly plasticized, with plasticizer content greater than 20%),
 - 4.18. SAN (styrene acrylonitrile),
 - 4.19. SBR (styrene-butadiene rubber);
5. Goods which, in the common sense or in accordance with the relevant NFPA standards, constitute:
 - 5.1. TIRES
 - 5.2. Flammable or combustible liquids (understood as liquids with any flash point);
 - 5.3. Aerosols;
 - 5.4. Corrosive solids, liquids or gases;

- 5.5. Flammable solids;
- 5.6. Flammable gases;
- 5.7. Flammable cryogenic fluids;
- 5.8. Inert cryogenic fluids;
- 5.9. Inert gases;
- 5.10. Oxidizing solids or liquids;
- 5.11. Oxidizing gases;
- 5.12. Oxidizing cryogenic fluids;
- 5.13. Solids, liquids or pyromorphic gases;
- 5.14. Toxic or very toxic solids, liquids or gases;
- 5.15. Water-reactive solids or liquids;
6. Alcoholic beverages;
7. Tobacco products;
8. perishables and frozen foods;
9. Goods whose storage requires the Supplier to have a special legal status, special permits, authorizations, approvals or other administrative acts

Appendix no. 1C

GOODS WHOSE STORAGE AND HANDLING IN WAREHOUSE IS STRICTLY PROHIBITED

1. Weapons, weapons, ammunition;
2. Goods whose possession is prohibited in Romania or in the countries of destination/transit or which require special approvals or permits to be secured/stored. Goods marked as explosive or radioactive;
3. Goods which, in the common sense or in accordance with the relevant NFPA standards, constitute:
4. Formulations of organic peroxides;
5. Solids, liquids or unstable gases (reactive) or
6. Bulk or liquid goods and liquids stored in bulk, i.e. without packaging (eg grains, flour, salt, sugar, feed, fertilizers, cement, aggregates, sand, gravel, soil, waste, coal, metal ores, etc.);
7. Works of art;
8. precious stones and jewellery;
9. Precious metals;
10. Carbon black;
11. Plants and animals;
12. Securities;
13. Human corpses and remains;
14. Waste;
15. Medicinal products.
16. Products or documents with pornographic, obscene or inciting racial hatred, anti-Semitism, chauvinism or any form of discrimination.
17. Products used to commit crimes or resulting from them.