

## **GENERAL TERMS OF BUYING**

By execution of the order form, the Seller and the Buyer agree with the terms and conditions mentioned hereinafter.

### **GENERAL CHARACTERISTICS**

The following general conditions shall govern all textile and accessories sales between ..... the SELLER identified in the invoice and SC Ready Garment Technology Romania SRL, hereinafter called BUYER, applicable also with any special sales conditions that may be established that do not annul them. Any special sales conditions that may be introduced must be put in writing and be expressly confirmed / signed by both parties.

### **VALIDITY OF THE GENERAL CONDITIONS**

The sale contract whose regulations are set out here will be considered to be fully, definitively and validly agreed when the proponent - buyer accepts the order in any way. Such acceptance constitutes express acceptance of all the conditions contained in the order or order confirmation.

Both of the contracting parties have the obligation to provide the other party with the information and data that are relevant to the establishment, execution and application of the present general terms of buying.

### **TOLERANCE**

The customer accepts herewith the following tolerances according to Textile and accessories purchase:

- a. 2 % more or less by weight
- b. 3 % more or less for metric counts

### **DELIVERY CONDITIONS**

Except if, from the special conditions expressly set out, it is clear that the attainment of the delivery deadline is indicative, it will be considered that the delivery deadline given is essential for the complete fulfilment of the order. The Seller will inform the Buyer of the date on which the goods are to be delivered/picked up to/by the transporter. The Seller is obliged to procure and send to the Buyer the required and necessary documentation related to the goods. .

The goods shall be deemed as having been delivered:

- when collected directly by the Buyer or by a third party mandated by the former for this purpose, on the day on which the Buyer or said third party takes possession of the goods;
- when transported by the Seller, at the time it is made available to the Buyer or any third party mandated by the former for this purpose, at the indicated place for delivery by the Buyer.

Unless other provisions are expressly agreed in writing, the risks inherent to any total or partial loss or total or partial deterioration of the goods shall be borne by the Buyer from the moment at which the goods are delivered.

In the event of a delivery delay due to reasons for which the Seller is responsible, TTC claims payment of the following penalties

- 2.5% for delay between 1 and 7 calendar days;
- 5% for delay between 8 and 14 calendar days;
- 10% for delay between 15 and 20 calendar days;
- 15% for delay for more than 20 calendar days.

The Seller shall be able to delay delivery without incurring any liability to indemnify the Buyer in case of events of force majeure (including national strikes in the production sector or related sectors, natural calamities, socio-political events). The Seller is in default by law if fails to deliver the goods on due date.

### **GUARANTEES AND CLAIMS**

The Seller guarantees that the Textiles – other ordered goods shall be exempt from manufacturing defects and fully compliant with the indications stated in the technical data sheet and in the attached Quality clauses appendix, which is part of the General terms of buying.

Any claims lodged for shortages or apparent damage based on external damage sustained by the cartons or packaging containing the Textile must be notified within 2 working days from the delivery, in written form. Any claims lodged for defects, damages or shortages not apparent from the external aspect of the cartons or packaging must be notified upon within 15 days from the delivery of the Textiles and communicated exclusively by recorded delivery letter, e-mail or any other recorded communication modes.

The complaint made by the Buyer must list the defects detected in detail. The seller will analyse the basis and the reasons for the complaint by carrying out its own inspection of the goods and comparing its findings with the specifications mentioned by the buyer in the order proposal. The Seller will issue a statement on its findings and solutions in maximum 7 days from receiving the Buyer's complaint. If the Seller will not issue a statement within this period, the Buyer has the right to require the liability of the Seller to indemnify any penalties suffered by the Buyer due to late execution of its own contracts and the Buyer will be exonerated from the payment of such goods. If the seller recognizes the defects detected, he must replace the defect quantity within 7 working days, if not the Buyer has the right not to pay the defect quantity / to receive back the amount paid for the defect quantity.

In case of second quality products and minuses of cutting fabric generated by unmarked defects of the product, the Seller will be charged 100% of the value of their exports, and if that generates extra cost to Buyer, the extra costs will be charged as well to the Seller. Notification of existing problems/debits will be sent from the buyer to the seller, within 5 working days from getting the second quality products or from finding minus arising from cutting.

### **PAYMENT**

The payment of the price will be done according to the special conditions that have been previously and specifically agreed. Should no conditions have been settled, the payment of the price will be made within 60 days of the delivery of the goods. Should the goods be delivered in batches, the payment for each batch in the terms previously and expressly agreed will be a condition that must be fulfilled before the following batches will be delivered. In any case, the payment shall be made considering the terms and conditions mentioned in the article *GUARANTEES AND CLAIMS* abovementioned

**The buyer always will pay the netto quantity and not brutto quantity**

### **EXONERATION**

Both parties are considered to be exonerated from the fulfilment of its obligations should the other contracting party have previously defaulted on its obligations.

### **DOMICILE FOR PURPOSES OF AGREEMENT**

The parties agree that the domicile/registered offices for the purposes of legal summons/notification are those appearing in the invoice or any other address communicated in writing to the other party in the context of this agreement. The parties will attempt to solve any disputes arising amicably. Otherwise the residence to introduce any legal action is considered the place of the buyer.

Date : executed on the date mentioned in the order

Seal and signature of the BUYER