

GENERAL TERMS AND CONDITIONS

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These General Terms and Conditions (hereinafter referred to as "GTCs") apply to all services provided by the company IMSAT S.A., based in Bucharest, 1B Sergent Ghercu Constantin Street, The Bridge 3 Building, 9th-10th floors, 6th district, postal code: 060201, phone 021-316.66.00, fax 021-312.17.50, e-mail imsat.group@imsat.ro, registered with the Trade Registry under no. J40/1015/1991, having the unique registration code CUI RO1571536, as provider, contractor, subcontractor, executor or supplier (hereinafter referred to as "Provider"), in favour of other legal entities, as beneficiaries, clients, contractors, general contractors, buyers (hereinafter referred to as "Beneficiary"). Any other contractual conditions as well as any derogatory provisions or clauses from these GTCs do not produce legal effects, unless they have been agreed by the parties, in advance, in writing.

These GTCs are completed with the provisions of the contracts concluded by the parties, if any, of the orders, including their annexes (hereinafter referred to as "Special Conditions"). The GTCs together with the Special Conditions constitute the contract between the parties (hereinafter referred to as the "Contract"). In case of inconsistencies between the provisions of these GTCs and those contained in the Special Conditions, the provisions of the Special Conditions will apply, as a matter of priority.

1. CONTRACTUAL DOCUMENTS

- The contract concluded between the Provider and the Beneficiary is made up of the following contractual documents, mentioned in their order of priority in case of inconsistencies:
 - The order issued by the Beneficiary (excluding its general terms and conditions);
 - The Provider's offer;
 - These GTCs in the version published on the provider's website or attached to the Provider's Offer.
- GTCs apply to all products, equipment, installations, etc. and to the provision of services mentioned in the Order and are binding for both parties from the moment the Order is accepted by the Provider.
- By signing the Order, the Beneficiary renounces to rely on its own general and/or particular conditions of sale, regardless of whether or not they are communicated/attached to the Order.

2. ORDER

- In the event that the Beneficiary accepts the Provider's Offer within the term stipulated therein, the Beneficiary will issue a firm Order to the Provider in this sense.
- The Beneficiary will issue the Order to the Provider with a clear mention of the name of the Provider and the Beneficiary, order identification number, bank account, project code, etc. All these references in the Order will have to appear in the invoices, in all correspondence between the parties as well as in the products/services delivery/reception reports.
- To be valid, the Order must be expressly accepted by the Provider.

3. SCOPE OF CONTRACT

- The scope of the contract is the provision, respectively the payment of the services, as they are provided in the Offer and in the accepted Order.
- The Provider undertakes to provide the services, and the Beneficiary to receive them and to pay the Provider the agreed price under the terms and conditions in the Orders.
- Services are identified in Orders by price, quantity, quality, assortment, specification and characteristics.
- Variation means any change to the services that are the subject of the Order, having an impact on the Provider's costs and/or on the time for completion and which may result from:
 - Request for modification/variation order issued by one party and accepted by the other party;
 - Fixing defects/inconsistencies in the design that are not attributable to the Provider;
 - Non-compliance by the Beneficiary with the obligations assumed according to this contract.In the event that the Provider considers that it is entitled to receive a Variation, it can submit a written request to this effect to the Beneficiary, that will contain details about the event, as well as all the relevant technical data. Within 3 (three) days after receiving the request, the Beneficiary will either accept or reject the variation request providing reasons thereof. In the event of a refusal or in the absence of an answer within the deadline, the Provider is not bound to execute the variation, which will not be interpreted as a refusal to provide services or as non-compliance with contractual obligations.
- Any additional works or variations will be subject to an addendum signed by both parties or a new order, before they become binding for the Provider, and will include the price as modified following the variation and the agreed time extension. The Beneficiary accepts the fact that the Provider will not perform additional work without an addendum signed by the parties or an Order accepted in advance.

4. PRICE and PAYMENT

- The price of the services is the one agreed by the parties through the Order issued by the Beneficiary and accepted by the Provider, established within the limits set in the Provider's Offer.
- The price will be modified to take into account any increase in costs resulting from changes in the country's laws (including the introduction of new laws and the repeal or modification of existing laws) that will affect the Provider in fulfilling its contractual obligations. If the Provider registers delays and/or additional costs as a result of legislative changes or official interpretations subsequent to the signing of the contract, the Provider will notify the Beneficiary of the consequences - time extension and/or additional costs - which will be included in the contract price. The parties will conclude an addendum/Additional Order by which they will agree the new price of the contract and, if applicable, the updated execution schedule.
- The unit prices of materials and equipment may change during the execution of the contract, they will be revised automatically and proportionally with the increase in the prices of raw materials (copper, aluminium, steel, etc.) on the stock exchange (LME); the prices will become fixed and non-revisable only on the date when the Provider has sent the orders to its suppliers. In case of an increase in the prices of materials and/or labour, the parties will modify the initial Order so as to include the proportional increase in the unit prices and, implicitly, the change in the total price.
- "Cost" and "Compensation" mean any expenses reasonably incurred (or to be incurred), duly proven and documented by the Provider, including taxes, general expenses, similar taxes and profit and which will be added to the contract price if the Provider is entitled to them.
- In the event that the start of the works under the order is delayed for the reasons shown in art. 5 of these GTCs, the Provider reserves the right to update the prices accordingly.
- The Provider will issue invoices in RON, at the BNR exchange rate on invoicing date, based on the progress reports sent to the Beneficiary.
- At the end of each month, the Provider will send the Beneficiary a progress report that indicates the works performed, the services provided and, if applicable, the materials and equipment delivered in the respective month. The beneficiary has the obligation to check and approve or justifiably reject the progress report within a maximum of 5 days from transmission. If the Beneficiary does not send any response within this deadline, the progress report is considered accepted, the Provider being entitled to invoice and be paid for the value of the works that are the subject of the payment situation.
- The beneficiary will pay the invoices within 30 days from invoice issuing date.

5. START, EXECUTION AND ACCEPTANCE OF THE WORKS

- The Provider will start providing the services at the time agreed through the Order, but only after the following conditions are cumulatively met:
 - The Provider expressly accepts the Order;
 - The Beneficiary obtains the valid building permit and all the approvals and permits provided by law and they are communicated to the Provider (if they are required);
 - The Beneficiary delivers the documentation;
 - The Beneficiary issues the order to start the works;
 - The Beneficiary delivers the work area free of all encumbrances;
 - The payment of the down payment.
- In the event of non-fulfilment of the above conditions, as well as any other condition that is under the control and/or fault of the Beneficiary, its representatives and/or subcontractors, and the fulfilment of which depends on the execution of the contract according to the schedule, the start, progress and completion of the works, according to the agreed execution schedule, will be postponed automatically and proportionally, the Provider being entitled to an extension of time and related costs.
- The works are carried out according to the general execution schedule agreed by the parties.
- The provider has the right to time extension as follows:
 - in all cases provided by law or indicated in these GTCs;
 - in case of extremely adverse climatic conditions;
 - in case of variations;
 - in case of an excusable event, according to art. 12 below;
 - in case of changes to the design, in case the execution of the works is prevented or delayed by the Beneficiary, its subcontractors and/or third parties who carry out their activity on the location/site and are not in employment, subordination, collaboration or any other legal relationship with the Provider;
 - in any case of delay that is not due to the Provider and that did not occur as a result of the Provider's breach of the contract.
- The Beneficiary will provide the Provider with electricity, access to the sanitary facilities available on the respective date on site and will allow it to use the necessary utilities, access roads and a storage area, free of charge.
- If the design is not the responsibility of the Provider, the Beneficiary has the obligation to provide the Provider with the documents and technical information necessary for the provision of the service (technical designs, plans and execution details, drawings, technical specifications and other documents necessary to carry out the project, signed and stamped by MLPAT), ensuring the correctness, accuracy, quality, integrity, legality and certainty of the information.
- All works and materials used by the Provider will comply with the contractual provisions and applicable standards.
- Upon completion of the works, the Provider will inform the Beneficiary that the acceptance conditions are met.
- The reception can also be done for parts of the work/execution phases, distinct from a physical and functional point of view.
- Reception at the end of the works/services executed/provided by the Provider will be made exclusively with the Beneficiary with which the Provider has concluded a contractual relationship.
- If the Beneficiary does not summon the acceptance committee/does not participate/unreasonably refuses the acceptance/does not confirm the execution of the services by the Provider and does not approve/confirm the documentation and/or the execution of the works within a maximum period of 7 days from the date of transmission by the Provider of the report regarding the completion of the services/works, the services, works and documentation carried out by the Provider are considered confirmed and accepted, the Provider being entitled to issue the related invoice and collect the related price.
- The Beneficiary will acquire ownership of the services, equipment and materials delivered only after full payment of the price to the Provider. In case of payment delay or another breach of the Beneficiary's contractual obligations, the Provider is entitled to claim the goods in the Beneficiary's possession, with the reserve of their ownership or co-ownership by the Provider and to regain possession of them, regardless of whether they are in the possession of the Beneficiary or of a third party.
- The beneficiary takes over the risks of the works related to the accepted execution phases or if they are put into operation or used, as well as those related to the goods processed or in its possession.

6. OCCUPATIONAL SAFETY AND HEALTH

- The contracting parties agree to take the necessary measures in order to create the conditions stipulated by the legislation in force regarding the provision of occupational safety and health as established in detail by: the Convention on occupational safety and health (OSH), Environment Protection (EP) and Emergency Situations (ES).
- The provider will be responsible for occupational safety and health during the execution, will ensure that its employees are trained on the regulations and legislation regarding occupational safety and health measures, which includes that it will take all the necessary measures to prevent injury to people and/or the destruction of goods in its ownership. Also, the Provider will take the necessary measures to ensure the safety of the work area made available to it, of the materials, equipment as well as the site organization.

7. WARRANTY

- The Provider guarantees the Beneficiary the performance of the services to the quality standards to which it has committed itself through the contract, as well as in compliance with the applicable legal provisions in the field.
- The Beneficiary guarantees the Provider that the information made available to it in order to prepare the offer and provide the services is complete and correct and exempts the Provider from any liability in the event that the services provided do not meet the agreed quality and/or quantity as a result of the fact that the information and the documents provided by the Beneficiary do not meet these conditions (totally or partially).
- The warranty period for the works/services granted by the Provider is the one agreed through the order and begins to flow from the date the Acceptance Protocol upon the completion of the works is signed or from the date the Beneficiary performs the commissioning and/or uses the works or goods without having been accepted.
- The provider will repair at its own expense any defect that occurred during the warranty period, the cause of which is the non-compliance with the provisions of the contract or legal provisions.
- The Beneficiary undertakes to summon the Provider to participate in the determination of the defects that occurred during the warranty period and their causes, otherwise the Provider will not be held responsible for the obligation to remedy at its own expense the defects claimed by the Beneficiary and the latter accepts that it cannot activate the warranty clause.
- In particular, the Provider is not responsible for normal wear and tear and damage caused by improper use/operation, change of condition, or the use of inadequate means of production, as well as due to climatic or other influences that are excluded from the warranty. The warranty does not cover defects resulting from construction errors or the choice of inappropriate materials and/or equipment, if the Beneficiary requested that construction or those materials or that equipment, despite the written warnings of the Provider.

8. CONTRACTUAL LIABILITY

- If the Beneficiary fails to make payments on time, it will pay the Provider penalties worth 0.05% per day of delay calculated on the value of the unpaid invoice.
- If the payment delay exceeds 15 days from the due date, the Provider is entitled to slow down the pace of the works / to suspend the execution of the works (at its choice) within 3 days from the notification sent in this regard to the Beneficiary and until the date of full payment of the outstanding amounts.
- In the event that the Provider delays the completion of the works/services, for reasons solely due to its fault, the Provider will pay the Beneficiary penalties worth 0.05% per day of the value of the unexecuted obligations, but not more than 10% of their value. Delay penalties can be requested and invoiced by the Beneficiary only within 14 days from the completion date agreed through the Order. If the 14-day period has expired, it is considered that the Beneficiary has waived its right to charge delay penalties.
- The delay penalties provided for in this article will constitute the sole and exclusive remedy of the Beneficiary in the case of the Provider's delay and any other compensation right that the Beneficiary could invoke, as a consequence of the delay, is excluded.
- The Provider's responsibility is strictly limited to the obligations stipulated in this contract and to the granting of direct damages. In no event shall the Provider be liable for any indirect, incidental, punitive or consequential damages (including, without limitation, any damages caused by business interruption, loss of profit or income, cost of capital or loss of use of any property or capital, loss of data or information, interests, loss of production, loss from interruption of operations, etc.), even if it was warned in any way about the probability of such damages and/or claims. In any situation, the total amount of direct damages resulting from or in connection with the execution of this contract representing the Beneficiary's claims against the Provider in the form of damages, penalties, compensation, damages, etc., regardless of their legal grounds, cannot cumulatively exceed 50% of the value of the order.
- The penalties and damages owed by the Provider cannot be deducted from the value of invoices and sums owed to it.

9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY OF INFORMATION

- All and any intellectual property rights regarding products, technical documentation and any other documents or products or elements developed and delivered by and on behalf of IMSAT based on this contract, as well as any intellectual property rights regarding know-how, method of performance, technical solutions, sketches, brands, logos, drawings, used by the Beneficiary in its activity, are the exclusive property of the Provider and the Beneficiary only has the right to access and use them exclusively in connection with the project for which the contract is concluded and has the obligation to respect and comply with the legislation on intellectual property rights, and in the event of violation of these provisions, will be liable according to the law, assuming at the same time the obligation to cover any direct and/or indirect damages caused to the Provider by violating the contractual or legal obligations in the matter.
- Through the confidentiality clause, the parties agree that for the entire duration of the contract and after its termination, for 3 years, not to transmit data or information of which they became aware during the execution of the contract and which are of a confidential nature. Failure to comply with this clause by any of the parties will result in the obligation of the party at fault to pay direct damages.

10. PROTECTION OF PERSONAL DATA

- The parties undertake to comply with the legal provisions on the protection of personal data. The representatives of the parties acknowledge the processing of their personal data by the other contracting party and freely, expressly and unequivocally consent to such processing exclusively for the performance of this contract and for the fulfilment of the legal obligations in the field of taxation, within the meaning of EU Regulation 2016/679.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

- The contract is governed by Romanian law.
- In the event of any controversy or dispute concerning the interpretation or execution of this contract, an amicable solution shall be sought first, and if an amicable solution is not reached, the disputes shall be submitted for resolution to the courts of the Provider's headquarters.

12. EXCUSABLE EVENT

- An "excusable event" is an event which may affect the performance of the contractual obligations assumed by the Provider and, in general, the normal course of business, in a manner and at a time which cannot be controlled by the Provider and which is not the fault of the Provider, an event of an exceptional nature which may occur especially during an atypical period such as the present one, characterised by the existence of war in Ukraine and its consequences, the existence of the COVID-19 pandemic, the worldwide shortage of electronic components (including, but not limited to, semiconductors), and, in general, market volatility in the availability and price of raw materials, commodities, transportation and other critical components and/or items. If an Excusable Event occurs during the validity of the Provider's offers, i.e. during the execution of the Order/Contract, such that the costs of the performance of the Provider's contractual obligations or the performance of the contractual obligations is materially adversely affected, temporarily or permanently prevented or delayed, the Provider shall be relieved of the responsibility for the performance of the affected obligations, and the parties shall negotiate in good faith equitable adjustments to IMSAT's obligations, namely:
 - a reasonable extension of time;
 - a proportionate price adjustment to compensate for any documented increase in costs.To avoid any doubt, the Provider's offers are drawn up exclusively in consideration of the fulfilment of the contractual obligations undertaken by the Provider through its own employees, and, in case of traffic restrictions, decisions by the authorities, illness/infection of employees or other consequences of the Excusable Event, the Provider shall not be compelled by the Beneficiary to replace its staff with external labour, and the Beneficiary shall not be entitled to contract another subcontractor/supplier for the performance of the Provider's contractual obligations.

13. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

- The contractual relationship established between the parties by issuing and accepting an order ends by:
 - realization of the object of the order;
 - reaching the deadline if the parties do not agree on the extension of the validity period;
 - agreement of the parties;
 - one of the parties assigns its rights and obligations according to the contract to a third party, without the prior written consent of the other party.
- The relationship terminates by right, without the need for the intervention of a court and without any other formality, in the event that any of the parties fails to fulfil an obligation considered essential within 30 days from the date on which it was notified in writing by the other party regarding the breach of the respective obligation. The termination of the contract has no effect on the obligations that have become due between the parties.
- Also, in case of termination of the contractual relationship, the Beneficiary shall pay the Provider in full for the works performed, the services provided, the materials and equipment delivered prior to the termination date, as well as for the materials not delivered until the contract termination date, but contracted or firmly ordered to the suppliers prior to this date, respectively for the subcontracted services and works, firmly committed through contractual documents (contracts/orders) until the contract termination date.

14. FORCE MAJEURE

- Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable that occurred after the conclusion of the contract and which prevents the parties from fully or partially executing the obligations assumed, exonerating the contracting parties from the fulfilment of the obligations assumed under this contract, for the entire period during which it operates.

15. FINAL CLAUSES

- The GTCs do not include standard and unusual clauses within the meaning of art. 1202 and 1203 of the Civil Code. By placing an order, the Beneficiary expressly and unequivocally agrees to be bound by the provisions of these General Terms and Conditions, which are enforceable according to their terms, and for each individual project/issue, the GTCs will be supplemented, if necessary, with specific provisions.