

Pana in momentul transferului titlului de proprietate, Cumparatorul va avea dreptul sa utilizeze bunurile livrate numai cu acordul MRG si sub conditia ca toate sumele obtinute in urma utilizarii acestor bunuri sa fie virate direct in contul MRG pana la achitarea integrala a acestora, in caz contrar, Cumparatorul va achita catre MRG dublul sumei convenite pentru bunurile livrate / serviciile prestate. In cazul in care bunurile livrate sau serviciile prestate sunt prelucrate, reconstituite sau amestecate cu alte bunuri de catre Cumparator, iar prelucrarea sau reconstituirea este aplicata altor bunuri care nu se afla in proprietatea MRG, aceasta din urma va deveni co-proprietar al bunurilor rezultate. Aceasta prevedere se va aplica si in cazul in care bunurile sau serviciile prestate de MRG sunt reconstituite complet si/sau amestecate cu alte produse.

Pana la data la care pretul produsului sau serviciului achizitionat este integral achitat catre MRG, Cumparatorul nu are dreptul sa dispuna sau sa garanteze cu bunul sau serviciul achizitionat de la MRG. In caz contrar, Cumparatorul raspunde pentru toate prejudiciile cauzate MRG, ca urmare a nerespectarii acestei interdictii.

VIII. Patente, brevete

In cazul in care se obtine orice inventie pe baza bunurilor livrate sau serviciilor prestate si concepute de, sau in numele MRG, in particular prin integrarea, modificarea sau reasamblarea bunurilor respective, MRG va fi considerat co-inventator in ceea ce priveste orice patent sau brevet acordat sau ce urmeaza a fi acordat.

IX. Garantii

Cumparatorul va inspecta bunurile sau serviciile prestate imediat ce i-au fost livrate/prestate si va anunta imediat MRG despre orice daune constatate, in special cauzate pe parcursul transportului. Atunci cand orice neconformitati ale bunurilor sau serviciilor prestate sunt constatate mai tarziu, MRG va fi notificata prompt, imediat dupa constatarea acestora.

MRG garanteaza ca toate bunurile livrate sau serviciile prestate nu prezinta defecte materiale sau de executie, ca se conformeaza specificatiilor relevante si, in cazul in care Cumparatorul nu a furnizat planuri detaliate, in sensul ca produsele nu prezinta defecte de proiectare si ca sunt conforme scopului vizat de parti, MRG nu va fi raspunzatoare pentru calitatea bunurilor si serviciilor astfel livrate/prestate si nici pentru o alta utilizare a respectivelor bunuri sau servicii.

Se va acorda garantie pentru bunurile livrate sau serviciile prestate si revandute de MRG numai in situatia in care Cumparatorul nu reuseste sa obtina compensatii integrale de la producatorul original.

MRG nu acorda garantie Cumparatorului la bunurile livrate sau serviciile prestate in nici una din urmatoarele situatii:

- MRG nu va fi raspunzatoare pentru nici un defect al bunurilor livrate sau serviciilor prestate, aparut in urma fabricatiei acestora conform oricaror planuri sau specificatii furnizate de Cumparator;
- MRG nu va fi raspunzatoare pentru nici un defect al bunurilor livrate sau serviciilor prestate, aparut in urma efectuarii de modificari neautorizate, utilizari necorespunzatoare sau abuzive, neglijenta, coroziune sau eroziune, operare neconforma cu specificatiile de fabricatie si/sau cu instructiunile de operare si intretinere;
- Garantia stipulata mai sus nu va fi valabila pentru piesele, materialele sau echipamentele fabricate si/sau ale caror specificatii tehnice au fost acordate de sau in numele Cumparatorului, cu exceptia cazurilor in care garantia este acordata de producator catre MRG.

MRG nu va fi insa exonerata de raspundere daca defectele cauzate bunurilor livrate sau serviciilor prestate se datoreaza executarii cu rea credinta a contractului sau din culpa grava proprie.

MRG va avea dreptul, conform propriei sale optiuni, sa inlocuiasca sau sa remedieze bunurile livrate sau serviciile prestate respective, doar in cazul in care MRG primeste de la Cumparator o reclamatie scrisa intemeiata, referitoare la neconformatii materiale sau de calitate constatate, ori in legatura cu nerespectarea specificatiilor furnizate pentru bunuri sau servicii prestate, transmisa de Cumparator intr-un termen de 48 ore de la observarea sau aparitia neconformatiilor. In cazul in care MRG nu opteaza pentru remedierea bunurilor sau serviciilor prestate respective sau nu poate sa inlocuiasca sau sa remedieze bunurile livrate sau serviciile prestate respective, Cumparatorul va avea dreptul, conform propriei sale optiuni fie, sa solicite reducerea pretului acestora fie, sa rezilieze comanda acceptata de MRG.

MRG nu va fi responsabila pentru asigurarea accesului la locul de remediere a defectului, inclusiv dezasamblare sau reasamblare a bunurilor sau serviciilor prestate, sau pentru asigurarea transportului catre si de la atelierul sau fabrica colaboratoare MRG, unde se efectueaza reparatiile, toate aceste facandu-se pe riscul si cheltuiala Cumparatorului. Garantia prevazuta, va fi limitata la o perioada de un an de la livrarea produselor si sase luni de la efectuarea serviciilor daca nu este altfel stipulat in comanda acceptata de MRG. Locul acordarii garantiei bunurilor livrate este la unul din sediile indicate de MRG. Cheltuielile de transport ale produselor, inclusiv asigurare sau alte taxe vor fi suportate integral de catre Cumparator.

X. Daune-interese

MRG va fi obligata la plata de daune-interese numai in cazurile de neexecutare sau de executare cu rea credinta a prevederilor prezentului contract.

MRG va fi exonerata de raspundere pentru orice neindeplinire a obligatiilor asumate datorata cazului de forta majora sau celui fortuit.

In situatiile prevazute la CAP. X, Cumparatorul poate solicita micșorarea pretului numai daca evenimentele de mai sus depasesc 3 (trei) luni si anulara comenzii acceptate de MRG, cand evenimentele de la alin. anterior depasesc 6 (sase) luni. Fara a prejudicia drepturile sale legale, MRG nu va fi responsabila pentru orice neindeplinire a obligatiilor asumate atunci cand aceasta este rezultatul unor evenimente in afara controlului MRG, cum ar fi, dar fara a se limita la, dezastre naturale (in special inundatii), pandemii sau alte situatii similare, evenimente politice, acte guvernamentale, dispute industriale, sabotaj sau accidente. Partile sunt de acord ca orice fel de solicitare cu privire la daune-interese sa se prescrie intr-o perioada de un an de la livrarea produselor si sase luni de la efectuarea serviciilor.

XI. Clauze privind raspunderea

MRG va despagubi Cumparatorul numai pentru daunele previzibile, demonstrate si obisnuite, iar Cumparatorul este de acord ca raspunderea, in diferent de baza ei, sa fie limitata la 10% din valoarea bunurilor livrate sau a serviciilor prestate, dar nu mai mult de 10,000 Euro. Aceeasi despagubire se aplica si cand se incalca din neglijenta o obligatie a carei indeplinire este suplimentara fata de prevederile comenzii acceptate de MRG si pe care Cumparatorul se bazeaza. In caz de intarziere, raspunderea MRG se limiteaza la 5% din valoarea de livrare intarziata. MRG nu va raspunde:

- pentru prejudicii cauzate bunurilor Cumparatorului printr-o simpla imprudenta sau neglijenta;
- pentru repararea prejudiciului cauzat, daca i-a acordat Cumparatorului ajutor dezinteresat;
- in cazul in care Cumparatorul a contribuit cu intentie/culpa la cauzarea/marirea prejudiciului, sau nu l-a evitat, in tot sau in parte, desi putea sa o faca.

Raspunderea MRG este exclusa daca Cumparatorul utilizeaza, in orice mod, produsele achizitionate in industria aviatica sau aeronautica. Raspunderea MRG pentru pierderea productiei sau a profitului este exclusa. Limitarea raspunderii nu este aplicabila in caz de culpa grava, sau/si intentie, iar despagubirile vor cuprinde exclusiv ceea ce este consecinta directa si necesara a neexecutarii obligatiilor.

Toate dispozitiile de mai sus privind raspunderea se aplica, inclusiv angajatilor, colaboratorilor si reprezentantilor legali ai MRG.

Fara a prejudicia drepturile legale ale MRG si, prin renuntare la orice aparare si limitare, Cumparatorul va recompenza MRG, pentru toate pierderile suferite (morale si materiale) ca urmare a revendicarilor unor tertii parti ridicate impotriva MRG si invocand raspunderea pentru calitatea bunurilor livrate, serviciilor prestate sau alte drepturi, in masura in care revendicarile respective se bazeaza pe circumstante aparute dupa transferarea riscurilor catre Cumparator.

XII. Alte prevederi

MRG isi rezerva dreptul de a-si imbunatati sau modifica bunurile, metodele de lucru fara notificare prealabila, cu conditia ca astfel de imbunatatiri sau modificari sa nu afecteze forma si functionalitatea bunurilor livrate sau serviciilor prestate.

Cumparatorul este obligat sa instinteze imediat sau in cel mult 48 ore de la aparitie/cunoastere a oricarui indiciu cu privire la probleme de orice natura a produselor livrate sau a serviciilor prestate de MRG sau a modificarilor intervenite in datele de contact si starea de functionare a Cumparatorului. In caz contrar, va prelua in totalitate orice raspundere generata din lipsa notificarii prompte si care ar fi putut sa reduca un eventual prejudiciu, de orice natura. Relatia contractuala dintre parti va fi guvernata exclusiv de legislatia in vigoare din Romania. Orice litigiu aparut in legatura cu prezentul document care nu va putea fi solutionat pe cale amiabila va fi deferit instantelor judecatoresti competente din Municipiul Bucuresti.

Until the moment of transfer of the ownership title, the Buyer will have the right to use the goods delivered only with the agreement of MRG and provided that all the amounts obtained from the use of these goods are transferred directly to MRG account until their full payment, otherwise, the Buyer will pay MRG double the amount agreed for the goods delivered or the services provided.

If the goods delivered or the services provided are processed, reconstituted or mixed with other goods by the Purchaser, and the processing or reconstitution is applied to other goods not owned by MRG, the latter will become co-owner of the resulting goods. This provision will also apply if the goods or services provided by MRG are completely reconstituted and / or mixed with other products.

Until the date the price of the product or service purchased is fully paid to MRG, the Buyer has no right to order or guarantee with the good or service purchased from MRG. Otherwise, the Buyer shall be liable for all damages caused to MRG, as a result of non-compliance with this prohibition.

VIII. Patents, licences

In the event that any invention is obtained based on the goods delivered or the services provided and designed by, or on behalf of MRG, in particular through the integration, modification or reassembly of the respective goods, MRG will be considered as co-inventor in respect to any patent or license granted or which is to be granted.

IX. Warranty

The Buyer will inspect the goods or services provided as soon as they have been delivered and will immediately notify MRG of any damage found, especially caused during the transport. When any non-conformities of the goods or services provided are discovered at a later date, MRG will be promptly notified, immediately after the findings.

MRG guarantees that all goods or services delivered do not present material or execution defects, that they comply with the relevant specifications and, in case the Buyer has not provided detailed plans, that the products do not have design defects and that they are in accordance with the purpose of the parties, MRG will not be liable for the quality of goods and services thus delivered / provided nor for any other use of those goods or services.

A guarantee will be given for the goods delivered or the services provided and resold by MRG only in case the Buyer fails to obtain full compensation from the original manufacturer.

MRG does not give the Buyer any guarantee for the goods delivered or the services provided in any of the following situations:

- MRG will not be liable for any defect in the goods delivered or the services provided, arising from their manufacture according to any plans or specifications provided by the Buyer;
- MRG will not be liable for any defect in the goods delivered or the services provided, arising from unauthorized modifications, improper or abusive uses, negligence, corrosion or erosion, operation not complying with the manufacturing specifications and / or with the operating instructions and maintenance;
- The warranty stipulated above will not be valid for the parts, materials or equipment manufactured and / or whose technical specifications have been granted by or on behalf of the Buyer, unless the guarantee is granted by the manufacturer to MRG.

MRG will not be exempted from liability if the defects caused to the goods delivered or to the services provided are due to the execution in bad faith of the contract or because of gross negligence.

MRG will have the right, according to its own option, to replace or remedy the goods delivered or the services provided, only if MRG receives from the Buyer a written complaint, regarding material or quality non-conformities found, or in connection with failure to comply with the specifications provided for goods or services provided, transmitted by the Buyer within 48 hours from the observation or occurrence of the non-compliance. In the event that MRG does not choose to repair the goods or services provided or cannot replace or repair the goods delivered or the services provided, the Buyer will have the right, according to his own option, either to request a reduction of their price or to cancel the order accepted by MRG.

MRG will not be responsible for ensuring access to the defect remediation site, including disassembly or reassembly of goods or services provided, or for ensuring transportation to and from the MRG collaborating workshop or factory where repairs are performed, all of which are done on the risk and expense of the Buyer. The guarantee provided will be limited to a period of one year from the delivery of the products and six months from the delivery of the services, unless otherwise stipulated in the order accepted by MRG. The place of granting the warranty for the delivered goods is at one of the facilities indicated by MRG. The shipping costs of the products, including insurance or other taxes will be fully borne by the Buyer.

X. Damages

MRG will be obliged to pay damages only in cases of non-execution or execution in bad faith of the provisions of this contract.

MRG will be exempted from liability for any breach of the obligations assumed due to force majeure or unforeseeable circumstances.

In the situations provided by the Chapter X, the Buyer may request a reduction of the price only if the events above exceed 3 (three) months and the cancellation of the order accepted by MRG, when the events from the paragraph above exceed 6 (six) months. Without prejudice to its legal rights, MRG will not be liable for any breach of its obligations when this is the result of events beyond the control of MRG, such as, but not limited to: natural disasters (especially floods), pandemics or other similar situations political events, governmental acts, industrial disputes, sabotage or accidents. The parties agree that any claim for damages shall be prescribed within a period of one year from the delivery of the products and six months after the services are performed.

XI. Liability clauses

MRG will compensate the Buyer only for the foreseeable, proven and common damages, and the Buyer agrees that the liability, irrespective of its base, will be limited to 10% of the value of the goods delivered or of the services provided, but not more than 10,000 Euro. The same compensation also applies when an obligation whose fulfillment is additional to the provisions of the order accepted by MRG and on which the Buyer relies is violated by negligence. In case of delay, MRG liability is limited to 5% of the delayed delivery value. MRG will not respond:

- for damages caused to the Buyer's goods by a simple imprudence or negligence;
- for repairing the damage caused, if they granted the Buyer uninterested help;
- if the Buyer intentionally/by fault contributed to causing/increasing the damage, or did not avoid it, in whole or in part, although he could do so.

MRG's liability is excluded if the Buyer uses, in any way, the products purchased in the aviation or aeronautical industry. MRG liability for loss of production or profit is excluded. The limitation of liability is not applicable in case of gross negligence, or/and by intent, and the compensation will include exclusively what is the direct and necessary consequence of the non-performance of the obligation. All the above provisions regarding liability include employees, collaborators and legal representatives of MRG.

All the above provisions regarding liability apply inclusive to employees, collaborators and legal representatives of MRG. Without prejudice to the legal rights of the MRG and, by renouncing of any defense and limitation, the Buyer will compensate MRG for all losses suffered (moral and material) as a result of the claims made by third parties against MRG and claiming liability for the quality of the delivered goods, or services provided or other rights, insofar as the respective claims are based on circumstances arising after the transfer of risks to the Buyer.

XII. Other provisions

MRG reserves the right to improve or modify its goods, working methods without prior notification, provided that such improvements or modifications do not affect the form and functionality of the goods delivered or the services provided.

The Buyer is obliged to inform immediately or within 48 hours from the occurrence/knowledge of any sign regarding problems of any kind of the products delivered or the services provided by MRG or of the changes made in the contact details and the company status of the Buyer. Otherwise, the Buyer will fully take over any liability generated by the lack of prompt notification and which could have reduced a possible damage, of any nature.

The contractual relationship between the parties will be governed exclusively by the legislation in force in Romania. Any dispute arising in connection with this document that cannot be resolved amicably will be referred to the competent Courts in Bucharest.