

I. Preambul

Prezentele reglementari privind "Termenii si Conditile Generale de Vanzare" denumite generic "TCGV" se aplica tuturor vanzarilor de gaze, utilaje, echipamente, instalatii, retele de distributie gaze, electrozi, accesorii si sarme de sudura precum si pentru orice tip de servicii prestate de catre Messer Romania Gaz SRL, numita in continuare "MRG", rezultate in urma oricaror comenzi ale beneficiarilor, de orice tip si in urma tuturor situatiilor in care se va face trimitere la acestea, cu exceptia cazurilor in care se convine altfel, in scris, de catre MRG.

Orice oferta de vanzare, acceptarea ofertei de catre Cumparator si confirmarea comenzii de catre MRG sunt completate automat de prezentele TCGV, partile fiind tinute intru-totul de aceste prevederi. Orice conditii generale de achizitie ale Cumparatorului care difera de prezentele TCGV, nu vor avea caracter obligatoriu asupra MRG, decat daca au fost aprobate in scris de catre reprezentantul legal al MRG. Erorile/omisiunile de orice tip vor fi corectate la cerere, fara a se atrage in vreun fel raspunderea MRG. Niciun inscris, de orice fel, nu va deveni obligatoriu pentru MRG si orice modificare la conventiile existente, de orice natura, nu vor produce efecte decat daca sunt semnate de reprezentantul legal al MRG. In caz de dubii / discrepante privind traducerea, varianta in lb. Romana va prevala.

II. Cotatii de pret, comenzi si specificatii

Niciun document emis de MRG si nicio contra propunere facuta de Cumparator nu va avea caracter obligatoriu decat daca este semnat de un reprezentant autorizat al MRG.

Nici o comanda emisa de Cumparator nu va fi considerata acceptata de MRG, in lipsa unei confirmari scrise emise de MRG, in termen de 21 de zile calendaristice de la receptia comenzii.

Canititatea, calitatea, descrierea si orice alte specificatii aferente produselor/serviciilor oferitate, vor fi mentionate in cotatia MRG (urmand a fi acceptata de Cumparator), sau in comanda Cumparatorului (urmand a fi acceptata de MRG). Orice astfel de specificatii, documentatie de referinta, cotatii etc. vor avea un caracter strict confidential si nu vor fi puse la dispozitia unor terte parti.

Cumparatorul va fi responsabil fata de MRG pentru corectitudinea si integralitatea tuturor informatiilor si a datelor transmise, astfel incat MRG sa isi poata indeplini, la randul sau, obligatiile asumate.

In cazul bunurilor care urmeaza sa fie fabricate sau asamblate de MRG la solicitarea Cumparatorului sau a oricarui proces care urmeaza sa fie aplicat bunurilor de catre MRG, conform specificatiilor furnizate de Cumparator, acesta din urma va compensa MRG pentru orice pierderi, daune, costuri si cheltuieli suportate (achitate sau urmand a fi platite de MRG), in legatura cu revendicari de orice fel sau orice incalcarii ale unor drepturi aferente unor patente, drepturi de autor, concepte, marci inregistrate ori legate de alte drepturi de proprietate industriala sau intelectuala detinute de o terta parte, daca astfel de incalcarii sunt cauzate ca urmare a utilizarii de catre MRG a specificatiilor furnizate de Cumparator. MRG isi rezerva dreptul de a opera orice modificari asupra specificatiilor bunurilor/serviciilor, necesare in vederea asigurarii conformitatii cu orice prevederi legale, iar, in cazul in care bunurile urmeaza sa fie livrate conform specificatiilor MRG, acestea vor fi respectate de Cumparator in totalitate, astfel incat sa nu le fie afectata calitatea sau performantele.

III. Pretul bunurilor livrate si al serviciilor prestate

Preturile bunurilor livrate si ale serviciilor prestate sunt exclusiv specificate de MRG in cotatiile de pret.

MRG isi rezerva dreptul, cu conditia notificarii in scris a Cumparatorului in orice moment inainte de livrare/prestare, de a revizui cotatiile de pret conform oricaror mariri ale costurilor suportate de MRG si in afara controlului acesteia (fluctuatii de schimb valutar, modificari ale legislatiei valutare, modificari ale legislatiei fiscale, mariri semnificative ale costurilor materialelor sau de productie), sau in urma oricaror modificari ale termenelor de livrare.

Preturile oferite de MRG sunt stabilite in baza conditiei de livrare – „EXW” ("ex works" - conform definitiilor stipulate in INCOTERMS 2010), de la sediul MRG ori locul indicat de MRG, cu exceptia cazurilor in care se stipuleaza altfel in oferta MRG sau partile, in scris, au convenit altfel.

IV. Conditii de plata

Facturile se vor transmite in format electronic, la adresele de e-mail comunicate de catre Cumparator, in atentia persoanelor desemnate de acesta, iar plata devine exigibila odata cu primirea facturii. Orice factura remisa Cumparatorului, pe baza datelor comunicate de catre Cumparator, prin posta electronica, nerefuzata justificat si in scris de catre Cumparator, intr-un termen de cel mult 2 zile de la emitere, se considera acceptata in baza prezentului document, Cumparatorul intelegand si acceptand ca nu este necesara vreo confirmare sau semnare a sa pentru recunoasterea si acceptarea facturii. Cu exceptia situatii in care s-a convenit altfel, Cumparatorul va achita pretul bunurilor sau serviciilor comandate in avans, cu cel putin 48 de ore de la data stabilita pentru preluarea comenzii acceptate de catre MRG.

In cazul in care Cumparatorul nu isi indeplineste, partial sau total obligatiile de plata la termenele stabilite, MRG are dreptul sa opteze pentru una sau ambele variante de mai jos:

- sa solicite plata de penalitati de 0,20% pe zi de intarziere, asupra sumei neachitate de catre Cumparator la termenul de plata asumat, valoarea penalitatilor putand depasi cuantumul debitului principal;
- sa suspende sau sa anuleze livrarea/prestarea serviciului in curs si cele ulterioare catre Cumparator, cu solicitarea de despagubiri in valoare egala cu valoarea bunurilor/serviciilor comandate, la care se vor adauga pierderile suferite de catre MRG, datorita nerespectarii obligatiilor asumate de catre Cumparator;

V. Livrarea bunurilor / prestarea serviciilor

MRG va efectua livrarea /prestarea catre Cumparator, in termen de 3 (trei) zile lucratoare de la data trimiterii de catre MRG a notificarii scrise catre Cumparator (prin fax, e-mail, scrisoare etc.) prin care Cumparatorul este anuntat asupra faptului ca bunurile/serviciile respective sunt pregatite pentru a fi ridicate (conditie de livrare EXW) sau prestate. Livrarea bunurilor „ex works” reprezinta regula. Livrarea/prestarea va fi considerata efectuata in termen de maximum sapte zile calendaristice, dupa ce MRG a notificat Cumparatorul asupra faptului ca bunurile/serviciile respective sunt pregatite pentru a fi ridicate/prestate. In cazul in care, la implinirea celui din urma termen, Cumparatorul nu ridica bunurile / receptioneaza serviciile prestate, atunci acesta va fi obligat la plata serviciului de depozitare si manevrare, in cuantum de 1% pe zi din valoarea marfii depozitate / serviciului prestat, cu exceptia cazului in care MRG aproba alte conditii.

In cazul in care confirmarea de livrare/prestare emisa de MRG stipuleaza o data fixa pentru livrarea sau prestarea serviciilor, iar MRG nu-si indeplineste obligatia asumata la termenul prevazut, Cumparatorul va notifica in scris MRG despre stabilirea unui nou termen de livrare sau prestare, a carui nerespectare atrage dreptul Cumparatorului la rezilierea comenzii lansate. Cumparatorul poate revendica daune-interese numai in cazul in care MRG, cu rea-credinta, nu si-a indeplinit obligatiile contractuale, iar valoarea acestora nu poate depasi jumatate din valoarea bunurilor/serviciilor comandate.

In cazul in care Cumparatorul nu accepta livrarea/prestarea la termenul stabilit, acesta se obliga sa achite MRG toate cheltuielile facute pana la acel moment, precum si daune-interese constand din pierderea suferita de MRG. MRG va lua toate masurile de depozitare corespunzatoare a bunurilor pe riscul si cheltuiala Cumparatorului. La cererea Cumparatorului, MRG va incheia contracte de asigurare pentru produsele depozitate, pe cheltuiala Cumparatorului.

VI. Transferul riscurilor

Toate riscurile referitoare la pagube, pierderi sau deteriorarea calitatii bunurilor/prestatiilor vor fi transferate Cumparatorului la urmatoarele termene:

- pentru toate bunurile livrate "ex works" (conform definitiei stipulate in INCOTERMS 2010), la data stabilita in notificarea transmisa de catre MRG, Cumparatorului.
- pentru efectuarea de servicii, la data semnarii procesului verbal de receptie.

Daca expedierea bunurilor/predarea serviciilor prestate este intarziata din cauza sau la cererea Cumparatorului, riscul este considerat transferat Cumparatorului de la momentul initial prevazut pentru expediere/predare, moment de la care bunurile vor fi depozitate pe riscul si cheltuiala Cumparatorului.

VII. Dreptul de proprietate

Indiferent de situatia livrarilor si de transferul riscurilor asupra bunurilor/serviciilor si prin derogare de la orice alte prevederi contrare stipulate in prezentul document, titlul de proprietate asupra bunurilor livrate sau serviciilor efectuate nu va fi transferat Cumparatorului decat dupa ce MRG a primit plata integrala pentru bunurile livrate si pentru achitarea serviciilor convenite.

In lipsa platii integrale a bunurilor livrate sau in curs de livrare, MRG va avea dreptul absolut si neconditionat de a retine bunurile nelivate sau de a reintra in posesia bunurilor livrate, fara dispozitia instantei, si de a dispune neconditionat de toate acestea, total sau partial, Cumparatorul fiind tinut de plata tuturor costurilor generate de asemenea operatiuni.

I. Preamble

The regulations herewith regarding the "General Terms and Conditions of Sale" generically referred to as "GTCS" apply to all sales of gases, machinery, equipment, installations, gas supply systems, electrodes, accessories and welding wires as well as for any type of services provided by Messer Romania Gaz SRL, hereinafter referred to as "MRG", as result of any orders of the beneficiaries, of any type and after all the situations in which reference will be made to them, unless otherwise agreed, in writing, by MRG.

Any sale offer, acceptance of the offer by the Buyer and confirmation of the order by MRG are completed automatically by the present GTCS, the parts being bound entirely by these provisions. Any general conditions of purchase of the Buyer that differ from the present GTCS, will not be binding for MRG, unless they have been approved in writing by the legal representative of MRG. Errors / omissions of any kind will be corrected upon request, without implying MRG liability in any way. No registration, of any kind, will become mandatory for MRG and any modification to the existing conventions, of any kind, will have no effect unless they are signed by the legal representative of MRG.

In case of doubt / discrepancies related to translation, the Romanian version of the document will prevail.

II. Price quotes, orders and specifications

No document issued by MRG and no counter proposal made by the Buyer shall be binding unless signed by an authorized representative of the MRG.

No order issued by the Buyer will be considered accepted by MRG, in the absence of a written confirmation issued by MRG, within 21 calendar days from the receipt of the order.

The quantity, quality, description and any other specifications related to the products / services offered, will be mentioned in the quotation of MRG (to be accepted by the Buyer), or in the order of the Buyer (to be accepted by MRG). Any such specifications, reference documentation, quotations, etc. will be strictly confidential and will not be made available to third parties.

The buyer will be responsible towards MRG for the accuracy and completeness of all information and data transmitted, so that MRG can fulfill, in its turn, the obligations assumed.

For the goods following to be manufactured or assembled by MRG at the Buyer's request or for any process to be applied to the goods by MRG, according to the specifications provided by the Buyer, the latter will compensate MRG for any losses, damages, costs and expenses supported (paid or to be paid by MRG), in connection with claims of any kind or any infringement of rights related to patents, copyrights, concepts, trademarks or related to other industrial or intellectual property rights owned by a third party, if such violations are caused as a result of the use by MRG of the specifications provided by the Buyer. MRG reserves the right to make any changes to the specifications of the goods / services, necessary to ensure compliance with any legal provisions, and, if the goods are to be delivered according to MRG specifications, these will be fully respected by the Buyer, so that the goods' quality or performance is not affected.

III. Price of goods delivered and services provided

The prices of the goods delivered and the services provided are exclusively specified by MRG in the price quotations.

MRG reserves the right, subject to written notification of the Buyer at any time before delivery, to revise price quotations according to any increases in costs incurred for MRG and beyond its control (currency exchange fluctuations, changes in currency legislation, changes in tax legislation, significant increases in material or production costs), or as a result of any changes in delivery terms.

The prices offered by MRG are established in the delivery condition - "EXW" ("ex works" - according to the definition stipulated in INCOTERMS 2010), from the headquarters of MRG or the place indicated by MRG, unless otherwise stipulated in the MRG offer or if the parties, in writing, have agreed otherwise.

IV. Payment terms

The invoices will be sent in electronic format, to the e-mail addresses communicated by the Buyer, to the attention of the persons designated by the Buyer, and the payment becomes exigible upon receipt of the invoice. Any invoice submitted to the Buyer, based on the data communicated by the Buyer, by electronic mail, which is not rejected justified and in writing by the Buyer within maximum 2 days from the delivery, is considered accepted on the basis of this document, the Buyer understanding and accepting that no confirmation or signature is required to recognize and accept the invoice. Unless otherwise agreed, the Buyer will pay the price of the goods or services ordered in advance within 3 calendar days from the date of receipt of the invoice.

In case the Buyer does not fulfill, partially or totally the payment obligations within the established deadlines, MRG has the right to choose for one, or both of the following options:

- to request the payment of a default penalty of 0.20% of the late payment per day, on the amount not paid by the Buyer at the assumed payment term, the value of the penalties may exceed the amount of the principal debt;
- to suspend or to cancel the current and subsequent delivery of goods or services to the Buyer, with the request for compensation equal to the value of the ordered goods / services, to which will be added the losses suffered by MRG due to the non-observance of the obligations assumed by the Buyer;

V. Delivery of goods and services

MRG will carry out the delivery to the Buyer within 3 (three) working days from the date of the submission by MRG of the written notification to the Buyer (by fax, e-mail, letter etc.) through which the Buyer is notified that the respective goods / services are ready to be picked up (EXW delivery condition) or delivered. Delivery of goods is, as a rule, done "ex works". Delivery will be considered to be made within a maximum of seven calendar days, after MRG has notified the Buyer that the respective goods / services are ready to be picked up / delivered.

If, of the end of the last term mentioned, the Buyer does not pick up the goods / receives the services provided, then he will be obliged to pay for the storage and handling service, amounting to 1% per day of the value of the stored goods / the services provided, unless MRG approves other conditions

If the delivery confirmation issued by MRG stipulates a fixed date for the delivery of goods or services, and MRG does not fulfill their obligation within the stipulated term, the Buyer will notify MRG in writing about the establishment of a new delivery term, whose non-compliance attracts the right of the Buyer to terminate the order issued. The buyer can claim penalties only if MRG, in bad faith, has not fulfilled their contractual obligations, and their value cannot exceed half of the value of the goods / services ordered.

In case the Buyer does not accept the delivery within the established term he is obliged to pay MRG all the expenses incurred up to that time, as well as penalties consisting of the loss suffered by MRG. MRG will take all measures for proper storage of the goods on the Buyer's risk and expense. At the Buyer's request, MRG will conclude insurance contracts for the stored products, at the Buyer's expense.

VI. Risk transfer

All risks related to damages, losses or deterioration of the quality of the goods / services will be transferred to the Buyer on the following terms:

- for all goods delivered "ex works" (according to the definition stipulated in INCOTERMS 2010), on the date established in the notification transmitted by MRG, to the Buyer.
- for performing services, on the date of the signing of the acceptance report.

If the shipment of goods / the delivery of services is delayed due to, or at the request of the Buyer, the risk is considered transferred to the Buyer from the initial moment stipulated for shipping / delivery, moment from which the goods will be stored at the Buyer's risk and expense.

VII. Property rights

Regardless of the situation of deliveries and of the transfer of risks on the goods / services and by derogation from any other contrary provisions stipulated in this document, the ownership title on the delivered goods or services performed will not be transferred to the Buyer until after MRG has received full payment for the goods and services delivered.

In the absence of the full payment of the delivered goods or during the delivery of those, MRG will have absolute and unconditional right to retain the undelivered goods or to reclaim possession of the delivered goods, without the court's disposition, and will have unconditional disposition over all, in whole or in part, the Buyer being bound to pay all costs generated by such operations.

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 neconformitati 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 neconformitatii. 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, indiferent 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 revindicarilor unor tertii parti ridicate impotriva MRG si invocand raspunderea pentru calitatea bunurilor livrate, serviciilor prestate sau alte drepturi, in masura in care revindicările 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.