

**General Terms and Conditions of Sale  
and Delivery of  
KONIGFRANKSTAHL SRL  
Version 17.03.2026**

These General Terms and Conditions of Sale and Delivery (Terms and Conditions) are structured as follows:

- Part A (General Provisions) applies to all transactions, unless a provision in Parts B–D contains a different (and not merely supplementary) provision that must be applied.
- Parts B–D contain specific rules applicable to consumers (Part B), to framework agreements (Part C) and to the conduct of transactions via digital interfaces (Part D)

## **A. GENERAL PROVISIONS**

### **1. SCOPE**

1.1. These terms and conditions, as amended, apply to all deliveries and services provided by:

#### **KONIGFRANKSTAHL SRL**

Registered office:

- Bucharest, Sector 4, Intr. Nestorei, No. 1, River Plaza, Block B, 10th Floor

Registered office contact details:

- Fax: 0318 05 23 42,
- Landline: 0318 05 23 44
- Mobile: 0723 475 706
- Email: [office@koenigfrankstahl.ro](mailto:office@koenigfrankstahl.ro)

Company Registration Number:

- J2006016820403

Main area of activity:

- 4682 - Wholesale trade in metals and metal ores

Secondary areas of activity:

- 2553 - General engineering operations
- 4612 - Brokerage in the trade of fuels, ores, metals and industrial chemicals
- 4712 - Non-specialised retail trade, predominantly selling non-food products
- 4752 - Retail sale of hardware, building materials, glassware and paint
- 4791 - Intermediation in non-specialised retail trade.

("Konigfrankstahl Srl", "we" or "us") vis-à-vis its customers ("the customer"). These terms and conditions apply regardless of whether the customer has placed their order with Konigfrankstahl Srl via the online portal operated by Konigfrankstahl Srl via the domain [www.thesteel.com](http://www.thesteel.com) (or various country pages), by email, by telephone, via a digital interface or via any other distribution channel. The online customer portal is protected by copyright.

1.2. These terms and conditions apply to both consumers and professionals in accordance with Government Ordinance 21/1992 on consumer protection ("GO 21/1992").

1.3. Where these terms and conditions refer to "consumers", these are natural persons or groups of natural persons organised into associations, acting for purposes outside their commercial, industrial, manufacturing, craft or professional activities.

1.4. Where these terms and conditions refer to "traders", these are any natural or legal persons, whether public or private, acting in the course of their commercial, industrial, manufacturing, craft or professional activities with a view to concluding commercial contracts, as well as any person acting for the same purpose on their behalf or on their account.

1.5. These terms and conditions are binding for all current and future business transactions with Konigfrankstahl Srl, even if no express reference is made to them. Konigfrankstahl Srl expressly rejects any terms and/or conditions of the customer that deviate from or differ from these terms and conditions. Any different or additional terms and conditions of the customer shall not form part of the contract, even if they have not been expressly rejected. Deviations from these terms and conditions, supplementary agreements, or any conflicting terms and conditions of the customer shall only be legally effective if confirmed in writing by Konigfrankstahl Srl and shall apply only to the respective order, on an individual basis.

## **2. REGISTRATION**

2.1. Use of the online client portal is restricted to registered clients. There is no entitlement to registration. We reserve the right, as part of the registration process, to request proof of the client's identity and solvency, as well as proof of the authority of persons acting on the client's behalf, and to refuse to register a person without giving any reason. It is clarified that the requirement for proof of the power of representation of persons acting on behalf of the client may only be relevant if the client is a professional/legal entity.

2.2. As part of the registration process, the customer must provide all the necessary information in full, ensuring that it is accurate and up to date, and must update it immediately in the event of any changes. Once the customer has provided all the necessary details during the registration process and 3 received confirmation of registration from us, the customer will receive a confirmation email containing an activation link to complete the registration. Following this initial registration, the customer can log in to the online customer portal using their personal credentials (username and password).

2.3. The Customer undertakes to keep their login details confidential and to protect them from unauthorised access by third parties. The Customer is solely responsible for the confidentiality and protection of their login details. If the Customer discloses their access data to third parties, they shall ensure that such third parties comply with these terms and conditions. The Customer shall be liable to our company for any losses we incur if they fail to ensure such compliance. However, the above rule shall not apply in the event of misuse of the access data by third parties where the Customer is not at fault. In the event of the loss of access data or if there is a suspicion that unauthorised third parties have obtained or are aware of the access data, the customer is obliged to contact us immediately by email at [office@koenigfrankstahl.ro](mailto:office@koenigfrankstahl.ro) to notify us so that a suspension of their account can be initiated

### **3. CONTRACT**

3.1. If the customer is interested in a Konigfrankstahl Srl product, they will receive a quotation from Konigfrankstahl Srl by email, post or fax. Quotations from Konigfrankstahl Srl do not bind the customer in any way. Upon submitting their order by email, telephone or via a distribution channel other than those mentioned in Part A, point 3.2 or Part D, point 3.1, the customer makes a binding request to enter into a contract with Konigfrankstahl Srl. Acceptance of this request and, consequently, the conclusion of the contract takes place by sending a written order confirmation to the customer (e.g. by email, post or fax to the email address, postal address or fax number provided by the customer). We reserve the right to request proof of the customer's identity and solvency, as well as proof of the authority of persons acting on the customer's behalf, before accepting an order. The customer will be asked to provide proof of the authority of persons acting on the customer's behalf only if the customer is a legal entity. Any offers made by Konigfrankstahl Srl for the conclusion of a contract are not binding on the customer in any way and are merely an invitation to the customer to place an order. The language governing the contract is Romanian, unless a different language has been expressly agreed.

3.2. The customer also has the option of placing their order via the online customer portal. When the customer clicks on the "Order now subject to payment" button on the online customer portal, they are making a binding request to us to enter into a contract with Konigfrankstahl Srl. Acceptance of this request and, consequently, the conclusion of the contract is effected by sending an order confirmation to the customer via email to the email address provided during the registration process. In addition, Section A, points 3.1 of these terms and conditions apply.

## **4. PRICE / WEIGHTS AND TOLERANCES**

4.1. All pricing information is as displayed on the website at the time of ordering. All shipping and packaging costs, transport and insurance charges, customs duties, and any other costs will be invoiced separately to the customer.

4.2. Any discounts granted shall apply only to the order/delivery in question and shall not be granted for any subsequent orders or deliveries, even if this is not expressly stated anywhere.

4.3. The weight of the products shall be determined on the basis of the weighing process carried out by Konigfrankstahl Srl. However, we may determine the weights theoretically even without weighing, based on the surface area/length of the products. We reserve the right to increase the theoretical weight by up to 2.5% (commercial weight) to compensate for rolling and thickness tolerances.

4.4. The following tolerances apply to semi-finished products:

- Poles: length tolerance +/-2 mm
- Sheet metal products: length and width tolerance +/- 3 mm
- Cast steel: +/- 2 mm

Special tolerance requirements can be considered on request.

4.5. Grades and dimensions are determined in accordance with the DIN/EN standards or material data sheets applicable at the time of contract conclusion; in the absence of such standards, they are determined in accordance with commercial practice. References to standards, material data sheets or factory test certificates, as well as information regarding grades, dimensions, weights and suitability for use, do not constitute guarantees, declarations of conformity, manufacturer's declarations or relevant marks such as CE and GS. Only clause 10 of these terms and conditions applies to the warranty.

## **5. PAYMENT**

5.1. The payment method agreed between us and the customer applies. Cheques and bills of exchange are not accepted.

5.2. If the customer places an order via the online customer portal, we accept the payment methods indicated on the online customer portal. Cheques and bills of exchange will not be accepted.

5.3. Payment periods commence from the date of invoicing.

5.4. If the Buyer fails to meet the payment deadlines, the Seller reserves the right to charge late payment penalties of 0.15% for each day of delay, calculated on the outstanding amount due and not yet paid.

5.5. Failure to pay any pending amount in full or in part, entitles the Seller to suspend any further delivery until the Buyer has paid the unpaid invoices in full.

5.6. Should payment terms not be met, we also reserve the right to initiate all legal proceedings against the customer to recover the pending debts that are due.

## **6. SALES PERIOD AND ACCEPTANCE**

6.1. Our information regarding delivery dates is not binding. We shall not be liable for any delays in delivery. Our obligation to deliver is subject to correct and timely delivery by our suppliers, unless the incorrect or delayed delivery by our suppliers is intentional or due to gross negligence on their part. Claims by the customer for damages resulting from delay are excluded.

6.2. The customer is obliged to take delivery of the goods immediately upon notification and to confirm receipt. In the event of failure to meet the acceptance conditions, the customer shall be liable for any storage charges and shall be obliged to reimburse all costs incurred as a result of the failure to meet the acceptance obligations within the specified time.

6.3. The customer may withdraw from or terminate the contract on the grounds of a delay in delivery only after setting a reasonable grace period for the fulfilment of the delivery obligation – of at least 4 weeks. Withdrawal must be justified in writing by means of a notice sent by registered post. The right of withdrawal applies only to the delivery or part of the service for which there is a delay.

6.4. With regard to partial deliveries, these are possible; we may, at our discretion, deliver in instalments. Each partial delivery constitutes a separate order and may be invoiced separately by us.

6.5. For goods produced in series, we do not assume liability for unconditional compliance with the ordered quantity. If several items are manufactured within the usual tolerance, these must be accepted by the customer at the same price.

6.6. Delivery obligations and delivery periods shall be suspended for as long as the customer is in arrears with a payment or fails to take any action necessary for the fulfilment of an order.

6.7. Any change to an order shall, if we agree to it, result in a change to the original delivery date, which shall not be binding.

In the event of collection of the goods by the customer or by a third party authorized by them (in particular), the customer must ensure that the vehicle provided by them, as well as the means of securing the load, are suitable for the lawful loading of the goods ordered by them. If it is not possible to load the vehicle provided by the customer in accordance with the law, or if the necessary load-securing equipment is insufficient, we or the supplier are authorized to refuse the load and to charge the customer for the costs incurred by us. Refusal to load for the reasons mentioned does not release the customer from the order.

## **7. SHIPPING**

7.1. Delivery will generally be provided on a FREE DELIVERY basis, subject to confirmation by the Seller/Supplier. Free delivery will be provided subject to the following conditions:

- the delivery address must allow access for lorries and enable safe unloading;
- delivery shall be made to the front of the destination building without any obligation;
- the carrier/seller/supplier to carry the goods to upper floors;
- The buyer shall provide the necessary resources for unloading the goods from the lorry and their subsequent storage.

7.2. Prices do not include packaging; packaging materials will not be taken back. Goods sent directly to third parties are deemed to have been delivered conditionally and definitively accepted as regards their external and internal condition.

## **8. OWNERSHIP**

8.1. The delivered goods remain our exclusive property until full payment of the total claim. The total claim comprises both our claim arising from the delivery of the goods and from the delivery of other goods or other legal grounds.

8.2. We retain title to the goods until the customer has settled all outstanding debts owed to us. This applies in particular to any balance arising from a current account, which will only be closed at the customer's expense.

8.3. If the customer fails to make payment, we are entitled at any time, even without withdrawing from or terminating the contract, to demand the return of the goods. A dispute regarding the purchase price or a partial amount does not affect our retention of title. As long as our retention of title remains in force, we are in any event also entitled to withdraw from or terminate the contract.

8.4. In the event of withdrawal from or termination of the contract, the customer will receive only the amount for the returned goods, which corresponds to the value of the goods at the time of withdrawal, minus all costs incurred by us, including handling costs, transport costs and any other damages resulting from the withdrawal from the contract.

8.5. As long as we retain title to the goods, the customer may only dispose of them with our prior written consent. In the event of the sale of the goods by the customer, we shall automatically acquire all claims and receivables due to the customer from the transfer of the goods, as well as all receivables that accrue to the customer from the resale of the goods, even at this stage, in favor of Konigfrankstahl Srl.

8.6. In the event of the goods being mixed or processed, all claims to co-ownership shall be assigned to us/shall pass to us in place of the customer.

8.7. The customer must inform us immediately prior to any seizure or other use of the delivered

goods by a third party.

8.8. If the customer fails to pay the sale price stated in an invoice sent to them, including VAT, by the agreed due date, the customer must provide us with security for the outstanding debt, sufficient to cover the debt, at our discretion, consisting either of a security interest in property belonging to the customer, tangible assets, a security consisting of shares held by the customer in third-party companies, inventory, bank guarantees, as well as unconditional claims arising from contractual deliveries and services provided to third-party customers of our client, each up to the amount necessary to secure the purchase price due.

## **9. PROHIBITION ON THE ASSIGNMENT OF RIGHTS**

The transfer of rights arising from the supply contract to third parties is ineffective against us without our written consent.

## **10. WARRANTY**

10.1. The customer must inspect the goods immediately upon acceptance or arrival at the destination. Any defects discovered must be notified in writing as soon as possible, at the latest within 4 days of receipt or arrival at the destination, with a description of the defect. Hidden defects must be reported to the customer in writing immediately.

10.2. In the case of complaints made within the aforementioned time limits and substantiated, we shall provide the customer, at our discretion, with a credit note or a free replacement followed by the return of the defective goods. The customer's right of withdrawal/cancellation of the contract or conversion is excluded.

10.3. If a notice of defects is not submitted or is not submitted within the time interval mentioned above, the goods shall be deemed to have been approved and accepted, and no warranty claims or claims for compensation arising from defects may be made.

10.4. Konigfrankstahl Srl supplies the products in accordance with the standards or specifications indicated in its documents. All additional undertakings relating to suitability and specific requirements require the written consent of an authorised representative of Konigfrankstahl Srl, without exception.

## **11. LIABILITY**

11.1. To the extent permitted by law, we are liable only for intentional or negligent conduct on our part and only for damage directly caused to the product itself. Compensation for damage not directly caused to the product itself, as well as consequential damage and financial losses, is excluded.

11.2. To the extent that the customer or the other contracting party resells the products which we have placed on the market or distributed, they are obliged to pass on the above provision in full to their customers and to require them to pass it on to all subsequent customers. The customer or the

other contracting party shall be liable for all losses/damages we incur should they fail to fulfil the aforementioned obligation. Resale means any transfer to another customer, whether in processed or unprocessed form, as part of the performance of works (such as installation in a pipeline network or other structure).

11.3 We shall not be liable for any damage caused by the improper use of the online customer portal, or resulting from the careless storage of the customer's login details or a failure to maintain the confidentiality of such details. Furthermore, we shall not be liable for any interruptions in connection with the use of the services on the online customer portal. Furthermore, all provisions of the law on electronic commerce (Act No. 365/2002 on electronic commerce, as amended) apply.

11.4. The customer agrees to comply with these terms and conditions and the relevant legal provisions when using the online customer portal and not to misuse the online customer portal. Should the customer breach this obligation, they shall indemnify us and shall not hold us liable.

## **12. PROHIBITION OF SET-OFF**

Set-off against counterclaims against our claims is not permitted, unless we expressly agree to such set-off in writing in individual cases.

## **13. EXEMPTION FROM NON-PERFORMANCE OF CONTRACTUAL OBLIGATIONS**

Force majeure, natural disasters, epidemics or pandemics (e.g. Corona/Covid-19, SARS, MERS, etc.), as well as other circumstances beyond our control and their consequences, release us from the obligation to deliver any goods.

This applies explicitly to deliveries of materials that are impossible due to government ordinances or decrees, or other measures such as (for example, quarantine, restrictions on areas or territories, or other actions or sanctions relating to health issues).

In the event of changes to the customer's creditworthiness that jeopardize the fulfilment of their obligations towards us, we are entitled to withdraw from the contract or to demand payment in advance or guarantees. In this case,

The customer shall be liable for all expenses incurred by us in connection with the order placed. The customer shall have no right to claim damages, interest or penalties on any of these grounds or in any of these circumstances.

## **14. PRIVACY POLICY**

We store and process the customer's data in accordance with the legal regulations on the protection of personal data. Information regarding the protection of the customer's personal data is available in the Privacy Policy on the Konigfrankstahl Srl website.

## **15. NEWSLETTER / CONSENT IN ACCORDANCE WITH LAW 506/2004 on the processing of personal data and the protection of privacy in the electronic communications**

If the customer gives their separate consent when placing an online order, Konigfrankstahl Srl will send them information and advertising regarding the activities and range of services offered by Konigfrankstahl Srl in accordance with Law No. 506/2004 and Regulation 2016/607 via email to the email address provided by them. The customer may withdraw this consent at any time, in writing to the registered office address or by email to [office@koenigfrankstahl.ro](mailto:office@koenigfrankstahl.ro).

## **16. TERMINATION OF USE OF THE ONLINE CUSTOMER PORTAL**

The online customer portal will remain operational until further notice; we reserve the right to suspend access to the online customer portal at any time. The obligation to fulfil existing contracts remains unaffected.

## **17. CHANGES TO THESE TERMS AND CONDITIONS**

The provisions of these terms and conditions may be amended by Konigfrankstahl Srl at any time without the need for any justification; such amendments will be announced at least 30 days in advance before they come into effect on the online customer portal and/or by sending the text of the contract to the email address registered by the customer. If the customer does not object to the changes within 30 days of receiving written notification, either by email to [office@koenigfrankstahl.ro](mailto:office@koenigfrankstahl.ro) or by letter to Konigfrankstahl Srl at its registered office, the changes shall be deemed to have been accepted. In the event of an objection by a customer within the aforementioned period, the contractual relationship between that customer and Konigfrankstahl Srl shall continue in accordance with the terms and conditions in the version prior to the notified amendment.

## **18. APPLICABLE LAW, VENUE AND JURISDICTION**

18.1. These terms and conditions, as well as all agreements entered into with us, are governed exclusively by Romanian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law. The place of performance for delivery and payment is Bucharest.

18.2. The Romanian courts shall have jurisdiction over all disputes arising from the contractual relationship.

## **19. FINAL PROVISIONS**

19.1. Amendments, supplements and additional agreements to these terms and conditions must be made in writing to be legally effective. This also applies to any agreement to exclude the application of this formal requirement.

19.2. If any individual provision of these terms and conditions becomes invalid (void or unenforceable), this shall not affect the validity of the other provisions of these terms and conditions or the conclusion of the contract. The ineffective or void provision shall be replaced by one that most

closely approximates the parties' intention, meaning and economic purpose. These terms and conditions shall apply mutatis mutandis to any regulatory gaps.

19.3. In the event of any conflict between these terms and conditions and specific derogations negotiated and agreed by the parties in written agreements, the specific derogations shall prevail.

## **B. SPECIAL CONDITIONS FOR CONSUMERS**

### **1. PRICES**

Unless otherwise agreed, the prices displayed on our website [www.thesteel.com](http://www.thesteel.com) (or on the various country-specific pages) will be invoiced, and promotional and other ancillary costs will be charged separately. If the customer does not place their order via the online customer portal, the prices stated in the offer from Konigfrankstahl Srl shall apply. Furthermore, Part A, point 4. of these terms and conditions applies.

### **2. PAYMENT**

2.1. Part A, point 5 of these terms and conditions applies.

### **3. DELIVERY TIME AND ACCEPTANCE PERIOD**

3.1. Part A, point 6.2, the final sentence of these terms and conditions does not apply to consumers.

3.2. Notwithstanding Part A, clause 6.5 of these terms and conditions, which applies to consumers, the company shall not accept mass-produced goods if the quantities ordered are not met, provided that such shortfalls are minor and objectively justified due to weight variations caused by automatic counting.

3.3 Furthermore, Part A, point 6 of these terms and conditions applies to consumers.

### **4. DELIVERY**

If no specific transport rules or requirements were requested at the time of ordering, transport will be arranged at our discretion. The risk of loss or damage to the goods passes to the customer upon delivery of the goods to the customer or to a third party designated by the customer. If the customer has concluded the transport contract themselves, without using a selection option proposed by us, the risk shall pass to the carrier upon handover of the goods. Prices do not include packaging; packaging material will not be taken back.

## **5. OWNERSHIP**

5.1. Notwithstanding Part A, clause 8.1, the goods delivered remain our exclusive property until the total debt has been paid in full. The total debt is the amount owed to us from the time of delivery of the goods.

5.2. Notwithstanding Part A, point 8.4, these terms and conditions apply to consumers in the event of withdrawal/cancellation of the contract, the customer shall only receive the amount for the returned goods, which corresponds to the value of the goods at the time of withdrawal, minus all costs incurred by us, handling costs, transport costs and other damages resulting from the withdrawal from the contract, provided that the withdrawal from the contract is the customer's fault.

5.3. Section A, point 8.8 of these terms and conditions does not apply to consumers.

5.4. In addition, Section A, point 8 of these terms and conditions applies.

## **6. RIGHT OR WITHDRAWAL FOR CONSUMERS**

6.1. Where the customer is a consumer and the contract was concluded online (via the website [www.thesteel.com](http://www.thesteel.com)) or otherwise by means of distance communication (by telephone / post / email / fax), they have the right to withdraw from this contract within fourteen days without giving any reason.

6.2. The customer has the right to withdraw from the contract within fourteen days without giving any reason.

6.3. The withdrawal period is fourteen days:

(i) where the consumer orders multiple products in a single order that are to be delivered separately, the day on which the consumer or a third party, other than the carrier and designated by the consumer, takes physical possession of the last product;

(ii) in the case of the delivery of a product consisting of several lots or parts, the day on which the consumer or a third party, other than the carrier and designated by the consumer, takes physical possession of the last product or the last part;

(iii) in the case of contracts for the periodic delivery of goods over a fixed period, the day on which the consumer or a third party, other than the carrier and designated by the consumer, takes physical possession of the first item;

6.4. To exercise their right of withdrawal, the customer must notify us of their withdrawal from the contract by means of a clear statement (e.g. by letter sent by post or by email) to [office@koenigfrankstahl.ro](mailto:office@koenigfrankstahl.ro) or to Konigfrankstahl Srl at its registered office. The customer may use the withdrawal form, in accordance with the model below, which is not mandatory.

6.5. To comply with the withdrawal period, it is sufficient for the customer to send notification of their intention to exercise their right of withdrawal before the withdrawal period expires.

6.6. If the customer withdraws from the contract, the customer will be refunded all payments received by our company, including delivery costs (except for any additional costs incurred because the customer requested a specific type of delivery other than the one offered (new standard) immediately and no later than fourteen days from the date on which we received the notice of withdrawal from the contract. For this refund, we will use the same payment method as that used by the customer in the original transaction, unless otherwise expressly agreed with the customer; under no circumstances will the customer be charged for this refund.

6.7. We may withhold the refund until we have received the goods back or until the customer has provided proof that they have returned the goods, whichever is earlier. The customer must contact Konigfrankstahl Srl no later than fourteen days from the date on which the customer informs us of the withdrawal from this contract. They are obliged to return or hand over the goods. The deadline is met if the customer sends the goods before the expiry of the fourteen-day period. The customer bears the direct costs of returning the goods. For goods that cannot normally be returned by post due to their nature, the direct cost of return is estimated at a maximum of approximately €180 per consignment.

The customer shall only be liable for any loss in value of the goods if such loss in value is due to handling of the goods that is not necessary to ascertain the nature, characteristics and functioning of the goods.

## 6.8- Model withdrawal form

(If you wish to withdraw from the contract, please complete this form and return it)

To Konigfrankstahl Srl, registered office address, Email: [office@koenigfrankstahl.ro](mailto:office@koenigfrankstahl.ro):

- I/we (\*) hereby withdraw from the contract concluded by me/us (\*) with order number:

- — —
- regarding the purchase of the following goods (order number \_\_\_\_\_) (\*) the provision of the following services (\*)
  - ordered on (\*) received on (\*)
  - consumer's name
  - consumer's address
  - consumer's signature (only if completed on paper)
  - date

\_\_\_\_\_  
(\*) Delete as appropriate

6.9. Exceptions to the right of withdrawal: there is no right of withdrawal for goods that have been customised and manufactured to the customer's specifications. Similarly, there is no right of withdrawal for goods purchased specifically for the customer.

## 7. WARRANTY

7.1. The statutory warranty provisions apply in accordance with the following provisions.

7.2. The warranty is excluded in the case of defects caused by the customer. This applies in particular to improper handling, incorrect operation or unauthorised repair attempts.

7.3. If the delivered goods have material defects or manufacturing defects (including transport damage), we ask the customer to report this to us immediately.

7.4. Konigfrankstahl Srl supplies products in accordance with the standards or specifications set out in its documentation. All representations regarding suitability and special requirements require the written consent of an authorised representative of Konigfrankstahl Srl, without exception.

## **8. DAMAGE**

8.1. For any legal reason, Konigfrankstahl Srl shall only be liable if the damage was caused intentionally or through gross negligence on the part of Konigfrankstahl Srl. Konigfrankstahl Srl's liability for slight negligence is excluded – with the exception of personal injury and damage resulting from a breach of one of the primary performance obligations specified in the order confirmation. The statutory limitation periods apply to claims for damages.

8.2. In addition, Part A, Section 11 of these terms and conditions applies.

## **9. PROHIBITION OF SET-OFF**

Set-off against our claims is permitted only in the event of our insolvency, as well as in respect of counterclaims that are legally connected to our claim, that have been established in court, or that we have acknowledged.

## **10. AMENDAMENT OF CURRENT TERMS AND CONDITIONS**

We may amend the provisions of these terms and conditions at any time; such amendments will be announced at least 30 days before they come into effect on the online customer portal and / or by sending the text of the contract to the customer by email. Changes to the terms and conditions require the customer's approval, with the exception of purely formal amendments. The customer is given the opportunity to give their consent in an appropriate manner, for example by clicking an 'OK' button during their next login or by providing another form of approval. Should the customer not agree to the amended terms and conditions, the contractual relationship between that customer and Konigfrankstahl Srl shall continue in accordance with the terms and conditions in the version prior to the amendment.

The customer is informed that use of the online customer portal is no longer possible if the customer does not accept the amended terms and conditions.

## **11. APPLICABLE LAW, VENUE AND JURISDICTION**

11.1. These terms and conditions, as well as all agreements entered into with us, are governed exclusively by Romanian law, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law. Where the customer is a consumer, the choice of law does not mean that the customer is deprived of the protection afforded by the mandatory provisions of the law of the country in which they have their habitual residence.

11.2. The place of performance for delivery and payment is Bucharest.

11.3. For all disputes arising out of or in connection with these Terms and Conditions or any legal relationship between Konigfrankstahl Srl and the customer, the applicable legal jurisdictions shall apply.

## **12. FINAL PROVISIONS**

Part A, clause 19.2 of these Terms and Conditions does not apply to consumers.

## **C. SPECIAL PROVISIONS FOR SUBMISSION**

### **1. CONTRACT**

Framework transactions are based on the fact that the goods ordered by the customer are manufactured exclusively in accordance with the customer's requirements and that these goods are not suitable for any other use.

### **2. CONCLUSION OF THE FRAMEWORK AGREEMENT**

Upon dispatch of the order confirmation by Konigfrankstahl Srl, a framework agreement is concluded between the customer and Konigfrankstahl Srl. These terms and conditions apply to framework agreements together with the special provisions set out in section C.

### **3. PRICES**

Unless otherwise agreed in the framework contract, the sales prices valid on the day of the order shall apply, and transport costs and other incidental expenses shall be invoiced separately.

### **4. PAYMENT**

Part A, point 5 of these terms and conditions applies.

### **5. TIME OF SALE AND ACCEPTANCE**

5.1. Delays in delivery entitle the customer to withdraw from or terminate the contract only in respect of goods that are not yet in the process of manufacture, and only where the customer has granted us a reasonable grace period for our services and has notified us in writing of the delay.

5.2. Furthermore, Part A, point 6 applies to these terms and conditions.

### **6. OWNERSHIP**

6.1. Part A, clause 8.4 of these terms and conditions does not apply to framework agreements.

## **7. CANCELLATION OF THE CONTRACT**

7.1. The customer cannot withdraw from or terminate the contract, for whatever reason, as this is a non-standard commercial product manufactured specifically for the customer.

7.2. The customer waives the right to contest the contract on the grounds of a defect.

## **D. SPECIAL PROVISIONS FOR TRANSACTIONS MADE THROUGH THE DIGITAL INTERFACE**

### **1. CONTRACT**

The Customer and Konigfrankstahl Srl have the option to conduct business, in particular requests, quotations, orders, order confirmations and invoices, via Konigfrankstahl Srl's ERP system ("the ERP system").

### **2. APPLICATION OF THESE TERMS**

These terms and conditions apply to the performance of the contract via the ERP system, as well as to all the customer's orders within the ERP system.

### **3. CONCLUSION OF THE CONTRACT AND APPLICATION OF THE TERMS**

3.1. By placing an order via the ERP system, the customer submits a binding request to enter into a contract with Konigfrankstahl Srl. Acceptance of this request, and consequently the conclusion of the contract, takes place upon sending an order confirmation to the customer via the ERP system or by email to the email address provided by the customer.

3.2. In all other respects, Part A, point 3 of these terms and conditions applies.