

Technophar Group
Quotation Terms & Conditions

Acceptance of this Quotation either by acknowledgement or performance of the seller indicated in this Order (the “**Seller**”), constitutes an unqualified agreement to the following conditions (the “**Conditions of Sale**”):

1. MODIFICATION OF AGREEMENT. No modification of this Quotation shall be binding upon Technophar Group unless made in writing and signed by Buyer’s authorized representative. The Seller shall have the right to make changes to this Quotation from time to time by a notice in writing to the Buyer.

2. DELIVERY. Delivery must be effected within the time stated on the face of this Quotation, but neither party shall be liable for any default hereunder due to acts of God or of the public enemy, acts of government or any agency thereof, fire, flood, epidemic or quarantine restrictions, strikes and freight embargoes, or to other causes beyond such party’s control and without its fault or negligence.

3. SHIPPING; HANDLING; UNLOADING AND CONTAINERS. Buyer acknowledges that the Equipment may require special handling, storage, transportation, treatment or use to comply with applicable safety and environmental laws, and Buyer will take all actions necessary to comply with these laws to avoid dangers to persons, property or the environment. Buyer shall be responsible for the prompt unloading and release of all transportation equipment and shall pay any invoice for demurrage, other expenses or loss caused by Buyer within Ten (10) days of receipt of written notice from Seller.

4. WARRANTY AND INDEMNITY. Seller expressly warrants that the Contracted Items and all material and workmanship related thereto will be of merchantable quality, strictly conform with applicable drawings, specifications, samples or other descriptions given to Seller by Buyer and will be free from defects for Twelve (12) months after installation, no later than Thirty (30) days after shipment for mechanical and electrical parts (non-consumables). Buyer will not change the form, fit, or function of any Purchased Items – otherwise the Warranty is nullified and expired.

5. SELLER’S PROPERTY. Seller shall retain title to any Contracted Items, materials, documentation and information furnished to the Buyer. The Buyer shall not disclose such Contracted Items, materials, documentation and information without the prior written consent of the Seller. Buyer’s obligations shall extend to its employees, agents, successors and subcontractors. The Buyer shall return such materials, documents, and information to Seller upon Seller’s written request. These obligations will survive this agreement.

6. PRICE. Price is provided from Seller in all cases. All updates and corrections of prices are to be advised by Seller and agreed to by Buyer prior to shipping the materials ordered under the Purchase Order.

7. TAXES, CUSTOMS, AND DUTIES. All county or local taxes, attributable to the Purchase Order and performance pursuant thereto will be paid by Buyer and will

not affect the price indicated on the Purchase Order. Unless indicated otherwise in the Purchase Order, Buyer will pay any and all customs, duties or tariffs. All duty drawbacks and similar items belong to Buyer.

8. TRAINING, LICENSES AND REGULATIONS. All service providers performing work related to the Purchase Order must fully comply with all associated technical training, permits, certifications, licenses, regulations and requirements to perform such work.

9. LAW AND JURISDICTION. These Conditions will be construed and enforced under the laws of Canada or Romania, without regard to conflict of laws principles. The courts of Canada/Romania shall have exclusive jurisdiction to determine any dispute arising under or relating to these Conditions of Sale.