



BOGNER EDELSTAHL SRL

Address: Str. Parc Industrial Nr. P6
557270 - Sura Mica - Sibiu
CUI: RO17219030; Com. Reg. No. J2005000198324
Tel: +4(0) 269 577 085 Fax: +4(0) 269 577 086
E-mail: office@bogner.ro

**General Terms and Conditions of Sale
and Delivery of
BOGNER EDELSTAHL 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 and C contains a different (and not merely supplementary) provision that must be applied.
- Parts B and C contain specific rules applicable to consumers (Part B) and framework transactions (Part C).

A. GENERAL PROVISIONS

1. SCOPE

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

BOGNER EDELSTAHL SRL

Registered office: Parc Industrial P6, Sura Mica, county
Sibiu, 557270

Tel no.: +40 0269 577 085

Email: office@bogner.ro

Company Registration Number: J2005000198324

Business activity: 4682 Wholesale trade in ferrous and non-ferrous metals

("BOGNER EDELSTAHL", "we") vis-à-vis its customers ("the customer"). These terms and conditions apply regardless of whether the customer has placed their order with BOGNER EDELSTAHL by email or by telephone.

1.2. These terms and conditions apply to consumers, as and professionals in accordance with Government Emergency Ordinance 21/1992 on consumer protection.

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



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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 BOGNER EDELSTAHL, even if no express reference is made to them. BOGNER EDELSTAHL 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 become legally effective if confirmed in writing by BOGNER EDELSTAHL and shall apply only to the respective order on an individual basis.

2. CONTRACT

2.1. If the customer is interested in a BOGNER EDELSTAHL product, they will receive a quotation from BOGNER EDELSTAHL by email, post or fax. Quotations from BOGNER EDELSTAHL do not bind the customer in any way. By submitting their order via email or telephone, the customer makes a binding request to enter into a contract with BOGNER EDELSTAHL. Acceptance of this request and, consequently, the conclusion of the contract takes place upon 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 creditworthiness, as well as proof of the authority of persons acting on the customer's behalf, before accepting an order. The customer will be required to provide proof of the authority of persons acting on the customer's behalf only if the customer is a legal entity. Any offer made by BOGNER EDELSTAHL for the conclusion of a contract is not binding on the customer in any way and is 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. PRICE / WEIGHTS AND TOLERANCES

3.1. All price information is that provided by email at the time of the quotation/order. All transport and packaging costs, transport and insurance charges, customs duties, as well as any other costs, will be invoiced separately to the customer.

3.2. 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.



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3.3. The weight of the products shall be determined on the basis of the weighing process carried out by BOGNER EDELSTAHL. 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.

3.4. 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, 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.

4. PAYMENT

4.1. The payment method agreed between us and the customer shall apply. The following payment instruments are accepted: Promissory notes or cheques.

4.2. The payment period begins on the date of invoicing.

4.3. Should the Buyer fail to meet the payment deadlines, the Seller reserves the right to charge the Buyer late payment penalties amounting to 0.15% for each day of delay, calculated on the outstanding and unpaid amount.

4.4. Failure to pay any outstanding amount in full or in part entitles the Seller to suspend any further deliveries until the Buyer has paid the outstanding invoices in full.

4.5. In the event that payment terms are not met, we also reserve the right to initiate all legal proceedings against the customer to recover the outstanding debts that are due.

5. SALES PERIOD AND ACCEPTANCE

5.1. 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.

5.2. The customer is obliged to take delivery of the goods immediately upon notification and to



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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.

5.3. 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.

5.4. Partial deliveries are possible; we may, at our discretion, deliver in instalments. Each partial delivery constitutes a separate order and may be invoiced separately by us.

5.5. 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.

5.6. 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.

5.7. 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 authorised by them (in particular, freight forwarders), 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 authorised to refuse the load and to charge the customer for the costs incurred by us. Refusal of the load for the reasons mentioned does not release the customer from the order.

6. SHIPPING

6.1. Dispatch shall normally be carried out by organized transport, subject to confirmation by the Seller/Supplier. Transport, at the customer's expense, shall be arranged in accordance with the following objective conditions:

- the delivery address must allow access for delivery lorries and enable safe unloading
- delivery will 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



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subsequent storage.

6.2. Prices do not include packaging, and packaging material will not be taken back. Goods sent directly to third parties are deemed to have been delivered conditionally and definitively accepted with regard to their external and internal condition.

7. OWNERSHIP

7.1. The goods delivered remain our exclusive property until the total debt has been paid in full. The total debt comprises both our claim arising from the delivery of the goods and any claims arising from the delivery of other goods or on other legal grounds.

7.2. Retention of title to the goods shall remain in force until the customer has settled all claims owed to us. This applies, in particular, to any balance arising from a current account, which shall be closed at the customer's expense.

7.3. 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.

7.4. 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.

7.5. 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 accruing to the customer from the resale of the goods, even at this stage, in favor of BOGNER EDELSTAHL.

7.6. 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.

7.7. The customer must inform us immediately prior to any seizure or other use of the delivered goods by a third party.

7.8. If the customer fails to pay the sale price stated in an invoice sent to them, including VAT, by



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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 thirdparty customers of our client, each up to the amount necessary to secure the purchase price due.

8. PROHIBITION ON THE RIGHTS ASSIGNMENT

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

9. WARRANTY

9.1. 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.

9.2. 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.

9.3. If a notice of defects is not submitted, or is not submitted within the aforementioned time limit, 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.

9.4. BOGNER EDELSTAHL supplies the products in accordance with the standards or specifications set out in its documents. All additional undertakings relating to suitability and specific requirements require the written consent of an authorised representative of BOGNER EDELSTAHL, without exception.

10. LIABILITY

10.1. 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.



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10.2. 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. PROHIBITION OF SET-OFF

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

12. 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 the consequences of which release us from any obligation to deliver goods. This applies explicitly to deliveries of materials that are impossible due to government orders 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 jeopardise the fulfilment of their obligations towards us, we are entitled to withdraw from the contract or to demand upfront payment or warranties.

In such cases, the Customer shall be liable for all expenses we have incurred in connection with the order placed. The Customer shall not be entitled to claim damages, interest or penalties on any of these grounds or in any of these circumstances.

13. PRIVACY POLICY

We store and process customer data in accordance with applicable data protection laws. Information regarding the protection of customer personal data is available on the BOGNER EDELSTAHL website.

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

If the customer agrees, BOGNER EDELSTAHL will send them information and advertising regarding the activities and range of services offered by BOGNER EDELSTAHL 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 or by email office@bogner.ro.



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15. APPLICABLE LAW, VENUE AND JURISDICTION

15.1. 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. The place of performance for delivery and payment is Sura Mica, Sibiu.

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

16. FINAL PROVISIONS

16.1. 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.

16.2. 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.

16.3. 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

1.1. Unless otherwise agreed, the prices quoted at the time of the quotation shall be invoiced and any ancillary costs shall be charged separately. Furthermore, Section A, point 4 of these terms and conditions applies.

2. PAYMENT

2.1. Section A, point 4 of these terms and conditions applies.

3. DELIVERY TIME AND ACCEPTANCE

3.1. The last sentence of Section A, point 6.2 of these terms and conditions does not apply to consumers.



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3.2. These terms and conditions apply to consumers; the company will not accept mass-produced goods if the quantities ordered are not met, provided that these 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 arranged 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 materials will not be taken back.

5. OWNERSHIP

5.1. Notwithstanding Part A, point 8, the goods delivered remain our exclusive property until the total debt has been paid in full. The total debt is our claim from the moment of delivery of the goods.

6. WARRANTY

6.1. The statutory warranty provisions apply in accordance with the following terms.

6.2. 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.

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

6.4. BOGNER EDELSTAHL supplies the products in accordance with the standards or specifications set out in its documents. All representations regarding suitability and special requirements require the written consent of an authorised representative of BOGNER EDELSTAHL, without exception.



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7. DAMAGES

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

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

8. PROHIBITION OF SET-OFF

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

9. AMENDMENT OF THESE TERMS AND CONDITIONS

We may amend the provisions of these terms and conditions at any time; such amendments shall be notified at least 30 days prior to their entry into force by sending the text of the contract to the customer by email. Amendments to the terms and conditions require the customer's approval, except for purely formal amendments. Should the customer not agree the amended terms and conditions, the contractual relationship between that client and BOGNER EDELSTAHL shall continue in accordance with the terms and conditions in the version prior to their amendment.

10. APPLICABLE LAW, VENUE AND JURISDICTION

10.1. 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.

10.2. The place of performance for delivery and payment is Sura Mica, Sibiu.

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



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C. SPECIAL PROVISIONS FOR PRESENTATION

1. CONTRACT

1.1. Framework agreements 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 A FRAMEWORK CONTRACT

2.1. Upon dispatch of the order confirmation by BOGNER EDELSTAHL, a framework agreement is concluded between the customer and BOGNER EDELSTAHL. These terms and conditions apply to framework agreements in conjunction with the special provisions set out in Section C.

3. PRICES

3.1. Unless otherwise agreed in the framework agreement, 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

4.1. Section A, paragraph 4 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. CANCELLATION OF THE CONTRACT

6.1. The customer may not withdraw from or terminate the contract for any reason, as this is a non-standard commercial product manufactured specifically for the customer.

6.2. The customer waives the right to contest the contract on grounds of an error.