

**GENERAL TERMS AND CONDITIONS
FOR
DELIVERY, SALE AND PAYMENT**

I. PURPOSE AND SCOPE

These Terms and Conditions govern the sale of rubber conveyor belts, hereinafter referred to as the **“Products”**, by **ARTEGO**, hereinafter referred to as the **“MANUFACTURER / SUPPLIER”**, to the buyer, hereinafter referred to as the **“BUYER”**.

1. All offers are subject to the following conditions and are deemed accepted for the entire duration of the business relationship through the placement of an order or acceptance of delivery.
2. These conditions apply exclusively to ARTEGO SA’s business partners.
3. By placing an ORDER, the BUYER acknowledges that they have read, understood, and fully accept these Terms and Conditions.

II. DOCUMENTATION, INSTRUCTIONS AND PRODUCT INFORMATION

If the MANUFACTURER / SUPPLIER has prepared such materials, product descriptions, manuals, or operating instructions may be provided upon delivery. If the availability of these materials is a requirement of the BUYER, the MANUFACTURER / SUPPLIER must be informed no later than at the time the order is placed.

All information regarding the product - whether originating from the MANUFACTURER / SUPPLIER or its business partners, including data regarding weight, dimensions, capacity, or other technical specifications presented in catalogues, descriptions, brochures, advertising materials or similar documents, is provided for informational purposes only and becomes binding only if the MANUFACTURER / SUPPLIER expressly refers to it in the offer and/or in the order confirmation. The BUYER’s specific requirements are binding only if they have been explicitly accepted in writing by the MANUFACTURER / SUPPLIER.

III. OFFER CONDITIONS AND ORDERS

1. Any price offer for an ARTEGO product or service is valid for 14 days from the date of issue, unless another term has been agreed in writing.
2. The prices for the PRODUCTS are expressed in EURO and are subject to change without prior notice. The final price will be confirmed at the time the order is accepted.
3. All orders must be submitted in writing and are subject to acceptance by the MANUFACTURER / SUPPLIER.
4. If the order confirmation differs from the order, the BUYER must raise objections in writing within 3 days of receipt. Otherwise, the content of our order confirmation shall apply.

5. Deviations of the delivered product/item from offers, models, and samples, as well as preliminary deliveries, are permitted in accordance with the applicable DIN / EN standards or other relevant technical standards.
6. The BUYER may cancel the supply of products only with the written consent of the MANUFACTURER / SUPPLIER. In such cases, the MANUFACTURER / SUPPLIER is entitled to charge a cancellation fee covering all costs, expenses, and losses incurred in connection with the cancellation, but not less than 10% of the order price. However, the BUYER has the right to terminate the agreement if the MANUFACTURER / SUPPLIER experiences significant delays or if the BUYER has expressly conditioned the order on timely delivery and this condition was accepted by the MANUFACTURER / SUPPLIER.
7. Agreements are binding only if confirmed in writing by the MANUFACTURER / SUPPLIER, unless a firm offer has been omitted. Verbal agreements with our representatives are binding only if confirmed in writing.
8. The MANUFACTURER / SUPPLIER reserves the right to refuse any order for any reason, including but not limited to product unavailability or pricing errors.

IV. DELIVERY DATES AND TERMS

1. Delivery dates are estimates and are not guaranteed. The MANUFACTURER / SUPPLIER shall not be held liable for delivery delays.
2. In the event of exceeding the delivery dates, the BUYER must grant a reasonable extension.
3. The risk of loss or damage to the Products transfers according to the agreed INCOTERMS delivery condition.
4. The BUYER is responsible for inspecting the Products and reporting any damage or discrepancies within 7 working days from the discovery of the defect, during the warranty period.

V. OPERATING INSTRUCTIONS

- Ensure that the belt is installed according to the technical specifications.
- Check the correct alignment and tensioning of the belt.
- Avoid overloading the belt.
- Continuously monitor the condition of the belt and the conveying equipment.
- Monitor the operating temperature of the belt.
- Clean the belt periodically to prevent residue buildup.
- Inspect the belts to identify any signs of wear or damage.

VI. RECEPTION

1. The reception must be carried out within 5 days from delivery; if no significant defects are reported within 10 days from delivery, the goods are considered accepted.

2. The BUYER is obliged to check the delivered products in relation to the accompanying documentation.
3. The BUYER is required to inspect and test the delivered items immediately after delivery. In order to submit claims for defects or malfunctions of the delivered items (hereinafter referred to as “defects”), the BUYER must provide the MANUFACTURER / SUPPLIER with a written notification of the defects immediately (and in any case no later than 7 days from the discovery of the defect).
4. Any damage occurring during transport must be reported immediately after delivery, and the BUYER must present the delivery note / transport document with the appropriate remark made upon receipt of the goods.
5. The BUYER must explain the defect and demonstrate it upon request.
6. The MANUFACTURER / SUPPLIER guarantees that the products are manufactured in accordance with the standards and technical specifications agreed by the parties.
7. The submission of a claim by the buyer, regardless of its nature or basis, does not grant the right to suspend, withhold, delay, or offset payment of amounts owed to the MANUFACTURER / SUPPLIER. The payment obligation remains fully valid and due at the agreed deadline. Claims will be resolved separately, in accordance with the MANUFACTURER’S / SUPPLIER’S internal procedure, without affecting the buyer’s financial obligations.
8. Without prejudice to the warranty claim, the MANUFACTURER / SUPPLIER is liable only for defects reported within 6 months from delivery.
9. Information regarding weight, dimensions, and technical details in drawings, brochures, diagrams, and other documents are, unless otherwise agreed, only approximate values and do not constitute guarantees regarding the condition or quality of the product.
10. We reserve the right to customary commercial or technically unavoidable deviations resulting from physical or chemical factors, as well as deviations in ordered quantities, depending on the item, of up to a maximum of 10%. Such deviations do not constitute defects.
11. The BUYER’S claims regarding expenses necessary for remedying defects—particularly transport, travel, labour, and material costs—are excluded insofar as such expenses increase due to the subsequent transport of the delivered item to a location other than the original place of performance. We are entitled to invoice the buyer for these additional costs.

VII. QUALITY

The products covered by this contract are manufactured in accordance with the agreement between the BUYER and the MANUFACTURER / SUPPLIER.

1. Conveyor belts shall be manufactured according to the technical characteristics specified in the technical data sheets agreed by both parties.

2. Technical plates shall be manufactured according to the technical characteristics specified in the technical data sheets agreed by both parties.
3. Order confirmations will be issued only if they include the quality standard agreed by both parties (product technical data sheet).

WARRANTY FOR DELIVERED BELTS

4. The warranty for delivered belts is established based on the following categories:

Type of Belt	Warranty Period in MONTHS	
	From commissioning	No more than [↓] from delivery
General Use Belts	12 months	24 months
Temperature Resistant Belts 120°C and 130°C	6 months	9 months
Temperature Resistant Belts 150°C and 200°C	6 months	9 months
Oil Resistant Belts	12 months	24 months
Flame Resistant Belts, type K, S, and VT	12 months	24 months
Chevron Belts	9 months	12 months
Belts with Textile Breaker	12 months	24 months
Belts with Metal Breaker	12 months	24 months
Elevator Belts	12 months	24 months

VIII. WARRANTY LIMITATIONS

Conveyor belts are components that wear out, and their lifespan may be affected by external factors such as the type and quality of the conveyor, installation, maintenance, material loading, and operating conditions.

1. The **MANUFACTURER / SUPPLIER** guarantees that the delivered belts are free from construction defects for a period equal to the values included in the table above.
2. The warranty does not cover financial losses or subsequent damages, including normal wear and tear, damages caused by external conditions, lack of proper maintenance, improper use, or incorrect installation.
3. The **MANUFACTURER / SUPPLIER** shall not be liable for indirect, incidental, or consequential damages, including but not limited to loss of profit or business interruption.
4. The **MANUFACTURER / SUPPLIER** shall not bear rental or replacement costs for equipment, delay costs, or any other incidental or indirect losses.

In the event of serial defects or incidents causing significant damage, we assure you of our full cooperation in finding a resolution, such as preferential replacement, technical

assistance, or cost-sharing, with the aim of maintaining a stable and long-term supply relationship.

5. The products comply with the quality standards agreed with the BUYER. The BUYER must perform periodic maintenance according to the established plans. Claims will not be accepted if these instructions are not followed.
6. Claims will not be accepted if defects/damages are caused by improper handling, abnormal or unforeseen chemical or physical conditions.
7. The warranty is not valid if the operating temperature of heat-resistant belts has not been monitored and compliance with the process-required temperature cannot be proven.
8. In the case of oil and grease resistant belts, the warranty does not cover defects caused by the deterioration of the chemical composition of the belts due to the materials transported.
9. Temperature resistant belts must be equipped with thermometers, and temperature charts must be regularly prepared and sent to the supplier along with any claims. The warranty does not apply if the belts have been exposed to temperatures exceeding the specified limits.
10. The belts must have outer surfaces free of cracks, blisters, and foreign bodies visible to the naked eye; repairs of outer surfaces and finishing by grinding are permitted, as well as small irregularities resulting from material flow, fabric impressions, or creases caused by silicone paper, provided they fall within thickness tolerances and do not affect quality or operational safety.

IX. STORAGE AND USE CONDITIONS

In the case of prolonged storage, the relevant standards (ISO 5285:2008) regarding the storage and preservation of conveyor belts must be followed. Conveyor belts must be stored in a dry environment, protected from direct sunlight and heat sources. Storage temperature must be between 10°C and 30°C. It is recommended to use the belts within 12 months from the date of purchase to ensure their quality and performance.

X. PRODUCT LIABILITY

1. The total liability of the **MANUFACTURER / SUPPLIER** is limited to the value of the products in the respective order.
2. The **MANUFACTURER / SUPPLIER** is NOT liable for loss of profit, production downtime, penalties applied to the BUYER by third parties, delays caused by international transport, or indirect or collateral damages.
3. In the event of defects in the delivered item, **the MANUFACTURER / SUPPLIER** may either replace the delivered item, supply additional items, or grant the BUYER a proportional reduction in the price of the defective product or service.

THE MANUFACTURER / SUPPLIER CANNOT BE HELD LIABLE FOR THE FOLLOWING SITUATIONS:

1. The delivered product does not have the value desired by the BUYER, does not achieve the desired results, or is otherwise unsuitable or contrary to expectations, unless the **MANUFACTURER / SUPPLIER** has expressly assumed responsibility for achieving a specific result.
2. Circumstances arising from the BUYER's failure to fulfil its obligations under the Terms and Conditions or other agreements.
3. Defects resulting from the BUYER's use of the delivered items together with accessories that directly or indirectly affect the functionality of the delivered item.
4. Defects resulting from modifications to the goods made without informing the **MANUFACTURER / SUPPLIER**.
5. Defects resulting from lack of knowledge or the BUYER's use of the delivered item in a manner different from that prescribed, or from negligence by the BUYER, its employees, or third parties, or from other circumstances beyond the control of the **MANUFACTURER / SUPPLIER**.
6. Defects resulting from inadequate or omitted care and maintenance, as well as damage resulting from normal wear.
7. The **MANUFACTURER / SUPPLIER** is always responsible for product liability in accordance with mandatory applicable laws but assumes no other liability. Therefore, any product liability not provided by law is expressly excluded.
8. The **MANUFACTURER / SUPPLIER** is not liable for material damage caused by products to real estate or movable property occurring while the product is in the possession of the BUYER or a third party, unless otherwise required by law.
9. The **MANUFACTURER / SUPPLIER** is also not liable for damage to products manufactured by the customer or to products containing these products, unless mandatory regulations provide otherwise. Without prejudice to the above, the supplier's product liability is limited to the net compensation paid under the agreement. If the **MANUFACTURER / SUPPLIER** is held liable to third parties regarding the products, the customer is obliged to indemnify the supplier to the extent that the supplier's liability is limited under these terms and conditions.
10. If a third party brings a product liability claim against either party, the relevant party must immediately notify the other party in writing. Both parties are obliged to submit such claims to arbitration by a competent body for resolving damage claims arising from alleged harm or loss caused by the product.
11. Under no circumstances shall the **MANUFACTURER / SUPPLIER** be liable for any indirect losses, regardless of the degree of negligence. These include losses caused by business interruption, lost profits, loss of data, or the BUYER's costs for obtaining

remedies from third parties, consultancy fees, and other indirect or consequential losses.

12. If the MANUFACTURER / SUPPLIER assumes liability despite the above provision, such liability shall always be limited to the net compensation under the relevant agreement.

XI. PRICES AND PAYMENT

1. Unless otherwise stated in the order confirmation or contractual relationship, our prices apply “ExWorks” (INCOTERMS 2020).
2. Payment terms are mutually agreed and included in the order confirmation.
3. Unless otherwise agreed, for deliveries with a lead time longer than 4 weeks from order confirmation, we may adjust the price according to actual cost increases (wages, raw materials, energy, transport), but not by more than 5% of the delivery value.
4. Unless otherwise agreed, the price is due immediately upon receipt of the goods.
5. If the BUYER has objections to an issued invoice, these must be raised within no more than 10 days from the date of invoice.
6. In case of late payment, the MANUFACTURER / SUPPLIER has the right to charge late payment interest from the due date until full payment (both before and after any court judgment) for the unpaid amount at a rate of 8% plus the reference rate of the National Bank of Romania (BNR).
7. If ARTEGO must take legal action to recover the amounts due, any legal costs incurred because of the breach of this agreement (including non-payment) shall be borne by the BUYER.
8. All goods supplied remain the property of the MANUFACTURER / SUPPLIER until all claims arising from the commercial relationship are fulfilled, regardless of legal basis, including future or contingent claims.

XII. RETENTION OF TITLE

We reserve ownership of the delivered item until all payments arising from the commercial relationship with the BUYER have been received. If a current account relationship exists, we reserve ownership of the delivered item until all payments related to the recognized balances have been received.

In the event of BUYER behaviour constituting a breach of contract (written agreement), especially in case of late payment, after setting a reasonable deadline, we are entitled to recover the delivered item. This does not apply if the BUYER has already filed for insolvency or if insolvency proceedings have been opened, in which case immediate recovery of the goods is not permitted.

The BUYER is obliged to handle the delivered item with care throughout the duration of the retention of title, and in particular must insure it adequately, at its own expense, at replacement value, against fire, water, and theft risks.

If maintenance or inspection work is required, the BUYER must perform it on time and at its own expense.

If the delivered item is processed, transformed, or combined with other items not belonging to us, this is done solely at the BUYER's responsibility, and the delivered item loses its warranty rights from the MANUFACTURER / SUPPLIER.

XIII. BUYER INSOLVENCY

If the Buyer enters insolvency, bankruptcy, or similar proceedings, the MANUFACTURER/ SUPPLIER has the right to recover products in the BUYER's possession, suspend all deliveries, and request advance payment for any future order. The retention-of-title clause is enforceable in all European countries and in the UK.

XIV. PAYMENTS AND TAXES

All payments and taxes arising from this contract shall be paid by the MANUFACTURER / SUPPLIER in Romania and by the buyer in other countries.

XV. FORCE MAJEURE

Neither party shall be liable for issues qualifying as force majeure. This includes, but is not limited to, war, civil riots, general strikes, forest fires, natural disasters, epidemics, pandemics, currency restrictions, import or export bans, disruption of normal traffic, interruption or failure of electricity supply or communication lines, prolonged illness or death of key employees, prolonged viruses, malware, hacking, ransomware, DDOS, DOT, or other hacking attacks, as well as force majeure affecting subcontractors.

XVI. CONFIDENTIALITY

ARTEGO SA collects and processes personal data provided by users or automatically obtained through the use of the website, including identification data, contact data, information necessary for order processing, and technical data such as IP address and cookies. The data is used for managing requests and orders, communication with BUYERS and MANUFACTURERS / SUPPLIERS, issuing commercial documents, improving services, fulfilling legal obligations, and ensuring system security.

Processing is based on contract execution, consent, legal obligations, or legitimate interest. Data may be transmitted to service providers (courier, accounting, hosting, payment processors), partners involved in production or delivery, and public authorities as required by law.

ARTEGO SA does not sell or transfer personal data for commercial purposes. Data is retained for the duration of the contractual relationship and thereafter according to legal obligations. The company applies technical and organizational measures to protect the data. Users have the right to access, rectify, delete, restrict, portability, object, and withdraw consent. If data transfer outside the EU becomes necessary, it will be done only with adequate safeguards. The website may use cookies for functionality, analysis, and optimization, and users can manage preferences in their browser.

ARTEGO SA may update this policy, with changes published on the website. For information or to exercise data protection rights, users may contact ARTEGO SA at email artedir@artego.ro, phone +40253 226 444, or at Strada Ciocârlău no. 38, Tg.-Jiu, GORJ, ROMANIA.

XVII. JURISDICTION. PLACE OF PERFORMANCE

All disputes arising from or in connection with this contract shall be settled amicably. If amicable settlement is not possible, the dispute shall be finally resolved by arbitration organized by the International Commercial Arbitration Court attached to the Chamber of Commerce and Industry of Romania, in accordance with its Rules. The arbitral decision is final, binding on the parties, and enforceable in any jurisdiction.

XVIII. APPLICABLE LAW

This contract is governed by Romanian law. The place of jurisdiction is the registered office of ARTEGO SA, Tg.-Jiu, Strada Ciocârlău nr. 38, Tg.-Jiu, Gorj County, ROMANIA.