

General Terms of Sale rev. 10/2026 (last page of the Proforma)

These terms are part of the Proforma, which becomes the contract ("Contract") between Vendor ("Seller") and Customer ("Buyer") on the Buyer's signature, written confirmation or payment; the face of the Proforma prevails. The Contract, Incoterms® 2020 and Romanian law apply, in this order; the CISG is excluded. Risk passes when the goods are on board the vessel at the port of loading. The Buyer bears cargo insurance, import compliance, duties, taxes and all demurrage, detention, storage and port charges at destination. Partial shipments are permitted. Shipment dates are estimates; the Seller is not liable for carrier delays. Prices reflect freight and surcharges at the Proforma date; any later increase or new surcharge (e.g. War Risk, CAC, piracy) is invoiced to the Buyer at cost and payable before release of documents.

The Seller may deliver plus or minus ten per cent of the quantity, invoiced pro rata. Volumes are calculated on nominal green sizes at loading. Dimensions are measured per EN 1309-1; deviations at loading are permitted per EN 1313-1 without moisture correction, and a further plus or minus four millimetres between loading and destination is not a ground for claims. The Seller's loading documents are binding unless disproved by independent inspection. The goods are European spruce/fir sawn timber, square edged, fresh sawn or air dried at the Seller's option, appearance graded on four faces per EN 1611-1, grade G4-3 or better at loading, anti-stain treated without warranty of effect. They are not strength graded (EN 14081-1); no moisture content or fitness for load bearing or any particular purpose is warranted, and the Buyer verifies suitability under destination regulations. Such timber in closed containers is naturally exposed to blue stain, discolouration, surface mould, shrinkage and checks in transit; the Buyer assumes this risk and these are not grounds for claims. Photographs, samples and prior descriptions are indicative only.

The Seller provides the Commercial Invoice, Packing List, Bill of Lading, Certificate of Origin and Phytosanitary Certificate; any other certificate, treatment or legalisation only if agreed and at the Buyer's cost. Original documents are released, or the Bill of Lading surrendered, only after full payment. Payment is made from the Buyer's own account, in full, free of bank charges, set-off or deduction; third-party payments may be refused. The goods remain the Seller's property until full payment, to the extent permitted by the law of their location; until then the Buyer keeps them identifiable, and claims from any resale are assigned to the Seller as security. Principal, recovery costs and late-payment compensation are separate claims, each stated separately in the award and enforceable independently. Overdue amounts bear simple compensation of ten per cent per annum, calculated daily on the unpaid amount, capped at ten per cent of it, without compounding; the Buyer also reimburses reasonable, documented external collection and legal costs. Invalidity or unenforceability of any part of this clause does not affect the payment obligation or the arbitration agreement. If any payment is late, the Seller may suspend deliveries under this or any other contract with the Buyer; if over thirty days late, the Seller may terminate by written notice, effective as of right, without notice of default or court or arbitral intervention. If the Buyer fails to pay or to take up the documents or goods, the Seller may retain, redirect, return or resell the goods for the Buyer's account; the Buyer bears all resulting costs and losses, including demurrage, detention, storage, return freight and resale shortfall, and amounts paid are retained as minimum compensation and credited against them. Claims must be notified in writing, with photographs, within five calendar days of discharge from the vessel at destination and supported by an independent inspection report (e.g. SGS) within fifteen calendar days of discharge; otherwise, the goods are deemed accepted. Pending resolution, the Buyer keeps the disputed goods intact, unprocessed, unsold and separately stored with due care, open to the Seller's inspection. A claim covers only the pieces affected and does not entitle the Buyer to reject the shipment, return goods without the Seller's written consent, or withhold, set off or delay any payment under this or any other contract. For a justified claim the Seller, at its option, reduces the price of or replaces the affected goods; this is the Buyer's sole remedy. The Seller's total liability is limited to the invoice value of the affected goods and excludes loss of profit and any indirect or consequential loss, save for wilful misconduct or gross negligence. Neither Party is liable for delay or non-performance caused by events beyond its reasonable control, including war, hostilities, blockade, piracy, closure or restriction of open seas or straits, embargoes, sanctions, epidemics, natural disasters, acts of authorities, export or harvesting restrictions, timber-tracking system (SUMAL) outage, strikes, port congestion, lack of vessel space or equipment and raw material shortage. Such events do not excuse payment; lack of foreign currency, import licence or bank approval is not such an event. The affected Party notifies the other within five days and provides a Chamber of Commerce certificate on request, when available. Either Party may terminate if the event lasts more than sixty days; goods shipped remain payable, and amounts paid for unshipped goods are refunded less the Seller's documented costs of goods produced to the Buyer's specification. Neither Party is obliged to perform in breach of applicable sanctions laws; the Buyer warrants that it is not a sanctioned person and will not re-export the goods in breach of sanctions. Any dispute arising out of or in connection with this Contract or any later sale, including formation, validity or termination, shall be finally settled by the Court of International Commercial Arbitration attached to the Chamber of Commerce and Industry of Romania under its Rules, by a sole arbitrator, seat Bucharest, language English; the award is final and enforceable wherever the Buyer has assets. The Contract is made in English, which prevails over any translation, and is the entire agreement, replacing all prior offers and correspondence. Amendments are valid only in writing, signed by both Parties or confirmed by email between the addresses stated in the Proforma, where notices are also validly given; instant messages do not amend the Contract, except a Proforma signed by the Buyer and returned by such means. Each signatory confirms its authority to bind its Party, including to arbitration. If any provision is invalid, the rest remains in force. The Buyer expressly accepts in writing the above clauses on governing law, exclusion of warranties, claims and liability for delay, payment without set-off, suspension, termination, resale and retention of amounts paid, claim deadlines and deemed acceptance, sole remedy and limitation of liability, force majeure termination and arbitration.

The Buyer's signature and company stamp on the Proforma cover this page.