

# Letter of Authorization

The Management of Daikin Central Europe Handels GmbH hereby confirms, that company

## **Laiola SRL**

has been our loyal and authorized partner since 2009. They are **fully recommended and supported** to perform all listed activities in respect of Daikin equipment:  
Company **Laiola SRL** is fully recommended to **design & engineer, offer, sell, install, put into operation, service and maintain.**

Expertise: Laiola SRL has authorized personnel for settings, parameter adjustment, service and repair of Daikin equipment (Split, Sky, VRV, Applied Systems: (Chillers, fan coils, Air Handling Units-AHU, especially air cooled Chillers). Mr. Scifos Eugeniu participated in seminars organized by Daikin for: Split, Sky, VRV, Applied Systems: chillers, fan coils, Air Handling Units-AHU, (especially air cooled Chillers), as well as in the following seminars: January 28-30, 2015 - Daikin Central Europe service courses: Vienna. March 25-26, 2013 - service courses Daikin Romania: Bucharest. November 26-28, 2011 - Daikin Romania service courses: Bucharest.

This Letter of Authorization is valid one year from the date of issue.

A handwritten signature in blue ink, appearing to read "M. Haas".

Michael Haas

Sales Manager Bulgaria & Moldova

## **I. GENERAL**

Our deliveries and services are exclusively subject to the following terms and conditions of sale and delivery, even if the customer provides otherwise. The ordering party's counter-confirmations in reliance on his commercial terms and conditions or his terms and conditions of purchase apply only if they are consistent with these terms and conditions of delivery. Acceptance of the goods is in any event deemed to constitute an acknowledgment of our terms and conditions of sale and delivery. Any deviating modifications and amendments require our express consent and must be made in writing to be legally valid.

## **II. OFFER**

Our offers are without engagement and non-binding. Any information about dimensions, weights, technical data, quantities and delivery times is non-binding.

## **III. PLACING OF AN ORDER, CHANGE OF THE DELIVERABLE**

1. Orders must be placed in writing (by letter, fax or email). We are deemed to have accepted an order not until after we have confirmed in writing or actually executed that order. Any arrangement and agreement reached verbally and by phone must be confirmed in writing.
2. We reserve the right to rescind the contract even after having accepted an order if information we have obtained about the customer's liquidity in the meantime suggests that the customer will not be able to pay for the entire or for part of the order.
3. Having accepted an order, we also reserve the right to change and improve the service or deliverable, e.g. in respect of its type and design, to the extent the customer can be reasonably expected to accept such changes and improvements in consideration of our interests (e.g. delivery of an equivalent or more sophisticated device). Such changes and improvements are deemed approved in advance.
4. The customer's cancellation or change of an entire or of part of an order requires our written consent and entitles us to charge the customer - in addition to the services already provided and costs accrued - a (cancellation) fee equal to 30 % of the order value and at least EUR 250.

## **IV. PRICES AND TERMS OF PAYMENT**

1. Prices are based on the price list, as amended from time to time, which is usually issued once a year. We reserve the right to change prices also during a year.
2. Prices are understood to be net prices without any taxes, duties or charges in the quoted currency, including packaging, ex our forwarding warehouse, unless otherwise indicated. We will not take back packaging and packing material.

## **V. DELIVERY TIME**

1. Indicated delivery times are non-binding and reference times only, although we endeavour to meet indicated deadlines. The customer has no right to insist on compliance with a certain delivery time. As a consequence, delays in delivery will not entail any claims for damages and do not entitle the customer to rescind the



contract. The same holds true if delivery deadlines are not met due to force majeure, strike or other events outside our control.

2. We will not accept penalty claims asserted by the customer under any circumstances.
3. Partial deliveries are permitted.

## **VI. ACCEPTANCE OF DELIVERIES, TRANSFER OF RISK, DELAYED ACCEPTANCE**

1. Unless otherwise agreed, deliveries are made ex our forwarding warehouse. Any risk will transfer on the date of agreed collection and when the goods leave the warehouse (delivery to the forwarding agent) at the latest. Shipping orders will be commissioned only at the customer's request and only at the customer's risk and expense. We will not commission shipping orders to foreign countries.
2. We will purchase separate transport insurance only subject to a separate agreement and at the customer's cost and expense.
3. The customer must immediately check deliverables received by him or directly by his customers for any transport damage, and he must record any damage to the packaging or the device in the delivery note and immediately report any such damage to us. Any transport damage not visible upon delivery must be reported within 14 days after risk has transferred to the customer. Otherwise, any insurance claim will expire.
4. If the customer accepts goods with delay, we - notwithstanding our other rights - may charge the goods as delivered or may otherwise dispose of them without setting a time limit. If we otherwise dispose of the goods, the delivery time will recommence on the day we receive the customer's written request calling for delivery of the goods.
5. We may charge the customer for any costs incurred due to late acceptance, including, without limitation, any storage costs.

## **VII. RESERVATION OF TITLE**

1. We will retain title to goods delivered pending full payment of all claims arising from our business relationship with the customer, even if the purchase price for specifically designated claims was paid. If our conditional goods are processed, we will acquire title to the new item without consideration. If the goods delivered by us are mixed, processed or combined with other items, the customer hereby assigns to us in proportion of the value of our invoices an ownership or co-ownership right of the combined or new item, both in respect of the interim and the final products.
2. The customer may resell goods delivered by us and the items created by processing, mixing or combining these only in the ordinary course of business. The customer hereby assigns to us any claims arising from such resale or from any other legal ground toward third parties, including, ancillary rights, in order to secure our - future - claims that may arise from our business relationship. The customer must record the assignment of these claims in his books not later than when the goods are resold.
3. Before having paid the purchase price of an item, the customer may resell that item only if he simultaneously informs the second buyer (end customer) that the resale proceeds have previously been assigned.
4. The customer may collect the assigned claims as long as he fulfils his payment obligations towards us according to the terms of the contract. The customer may not otherwise dispose of the conditional goods (e.g.: transfer of property by way of security, pledging).

5. The customer must immediately inform us of any attachment or other impairment of the conditional goods and/or the assigned claims and explain to the third party that we have retained title to those goods. Any related cost will be borne by the customer.

### **VIII. WARRANTY AND LIABILITY**

A. Unless otherwise agreed and to the exclusion of any further claims, we are liable for any defects and the absence of warranted qualities as follows:

1. Unless otherwise indicated below, the warranty period is 36 months of the delivery date (delivery to the forwarding agent). This does not affect the applicability of Section 924 of the Austrian Civil Code.
2. The customer may assert a warranty claim only if the equipment is both installed and put into operation by Daikin or a company trained by Daikin according to the Daikin installation instructions and regularly maintained according to the Daikin service notes. Refrigerating machines featuring screw-type compressors include a 12-month warranty claim only if the machine was put into operation by Daikin itself. In case of products designated "J&E Hall International for Daikin" the customer may assert an 18-month warranty claim. For "Rotex" branded products the warranty period will be informed on request.
3. In a warranty event, we undertake, at our election, to replace or repair the defective goods or components. The customer may not assert other warranty or guarantee claims whatsoever. Labour cost, travel times or other costs will not be reimbursed.
4. No warranty and/or liability is accepted, unless the customer reports visible defects by giving written notice within 14 days of receipt of the deliverable and other defects without delay after these have been discovered.
5. In addition to paragraphs 2 and 4, no warranty and/or liability is accepted for defects that have been caused by inadequate or improper use or treatment, failure to observe operating conditions or maintenance guideless, excessive use or inadequate operating facilities or substitute materials.
6. Unless we are granted the required time and opportunity to take all necessary warranty measures, we are released from any warranty claims and damages. If the customer continues to use defective goods, we warrant and/or are liable only for the original defect. We will not reimburse any cost of repairs which are carried out without our express prior consent. We disclaim any liability for the consequences of such repairs.
7. The warranty period for spare parts and other improvements is 6 months of delivery (delivery to the forwarding agent).
8. If a defect is remedied, the warranty period will not recommence for the replaced or repaired components.
9. We may refuse to remedy defects as long as the customer is in default with his payment obligations. The customer has no right to withhold payments, even if he gave justified notice of defects.
10. If third-party products are delivered and installed, warranty is restricted to assigning the warranty claims we may assert against the supplier of the third-party product. The customer may not assert any other warranty claims and may particularly not claim a price reduction.

B. We are liable for damage only if we demonstrably acted with intent or gross negligence. We disclaim any liability for slight negligence. We are particularly not liable for consequential damage (e.g. idle times due to wrong deliveries) and financial loss, lost profit, unachieved savings, loss of interest and any damage suffered from third-party claims against the customer, unless the foregoing is attributable to our intent or



gross negligence. If damage is attributable to the defective condition of goods delivered by us, we are liable only to the extent the producer or upstream supplier is liable to us. Our liability does in any case not exceed the invoice value of the incriminated goods.

#### IX. RETURNED GOODS

1. Devices can be returned and exchanged during a period of 2 months of delivery subject to our express and written consent, provided that those goods are not damaged, in original packaging and fit for resale. The fee for returned goods is EUR 100 for each operation.
2. In either case, the units are inspected if warranty applies or if a loss in value occurred before a credit note can be allocated.
3. Goods must be returned freight paid to the place indicated by us.
4. If units are returned wrongly it can be initiated to have them returned back or scrapped. In either case the costs related to the action are paid by the customer.
5. Any credit notes whatsoever will not be reimbursed, but set off against future deliveries.
6. Spare parts will not be taken back.

#### X. PLACE OF JURISDICTION, APPLICABLE LAW

1. All disputes arising from or in connection with this Agreement shall be exclusively referred to the courts in Vienna.
2. All contracts concluded by us and all disputes arising in connection with those contracts shall be governed by and construed in accordance with Austrian law without giving effect to its conflict of law rules and the UN Sales Convention.

#### XI. SEVERABILITY

Should any term of these commercial terms and conditions or of the contract concluded between us and the customer be invalid or ineffective, this shall not affect the remaining terms hereof or thereof. Invalid terms shall be replaced by lawful terms which closest reflect the parties' intent.

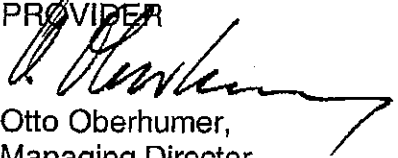
Concluded in today 31.03.2015, in two counterparts, one for each party.

DEALER

Ion Comanac,  
Managing Director



PROVIDER

  
Otto Oberhumer,  
Managing Director

**DAIKIN AIRCONDITIONING  
CENTRAL EUROPE  
HANDELSGBH**  
campus 21 - Businesspark Wien Süd  
Europaring F12/402  
A 2345 Brunn am Gebirge

## GENERAL SALES CONDITIONS

### 1) Price and payment conditions

The PROVIDER sets the price of sales of the products to the DEALER, issues and provides the list of fees. The PROVIDER reserves its right to change these prices at any time during the execution of the contract by sending a previous notification. The prices can also be modified for certain specific cases/projects, according to the agreement with the DEALER.

#### 1.1. Base price

The prices are set in EUR, ex works warehouse Hegyeshalom, Hungary.

#### 1.2. Payment conditions:

- a sum representing 100% of the value of the order calculated in EUR will be paid in advance by the DEALER based on a payment notice issued in EUR by the PROVIDER. For this advance payment, the PROVIDER will issue an invoice. The products will be delivered as soon as the PROVIDER has cashed the advance.

### 2) The guarantee for DAIKIN products

#### 1.1. The guarantee for DAIKIN products

The PROVIDER provides a 3-year guarantee for all mechanical and operating defects for the entire range of DAIKIN products. The guarantee covers the delivery of the spare part requested, for free in the period of guarantee, provided that all the provisions of article 7 of the contract are fulfilled. Otherwise, the PROVIDER will charge the costs of the spare parts to the DEALER.

The spare parts have a 6-month guarantee.

The following items are not part of the guarantee: the transportation costs from the local warehouse to the site, the manual work costs and the costs for the materials.

#### 1.2. Guarantee for other products

Separate agreements will be concluded regarding the conditions of guarantee for other products which are not DAIKIN products.

Concluded in today 31.09.2015, in two counterparts, one for each party.

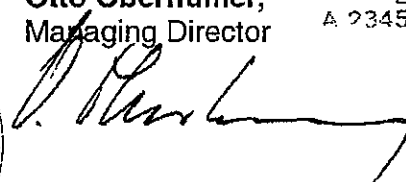
#### DEALER

Ion Comanac,  
Managing Director



#### PROVIDER

Otto Oberhumer,  
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