

Terms & Conditions of Use

Last updated: 13th October 2025

1. Acceptance of Terms

Using this website implies acceptance of these Terms & Conditions (“**T&C**”). Please read them carefully. **SC YESOD SRL (“YESOD”)** reserves the right to amend the T&C without prior notice. The most recent version is available on this page. Accessing and/or visiting **www.yesod.ro** constitutes your explicit acceptance of the T&C and the agreement between the parties.

2. Scope of Business and Target Audience

YESOD operates in the **trading and export of natural minerals and ores** (B2B). The information and forms on the website are primarily intended for professionals (companies/organizations). If you are a consumer, special consumer-protection rules apply only where relevant.

3. Applicable Legal Framework

The relationship between the parties is governed by Romanian and EU law, including, where applicable:

- **Law no. 365/2002** on e-commerce;
- **Law no. 8/1996** on copyright and related rights;
- **Regulation (EU) 2016/679 (GDPR)**;
- **GO no. 21/1992, GEO no. 34/2014, Law no. 363/2007** (applicable only in B2C situations).

4. Website and T&C Changes

YESOD may update website content (descriptions, documentation, materials) and/or the T&C without prior notice. Changes apply to requests initiated after publication.

5. Intellectual Property

All content on **www.yesod.ro** — text, images, graphics, logos, design elements, technical documents, files — is the property of YESOD and/or its suppliers and is protected by IP and copyright laws.

Copying, reproducing, modifying, selling/reselling, or otherwise exploiting the site or its content for commercial purposes is prohibited without YESOD's prior written consent.

6. Website Use

YESOD grants users **limited access for legitimate purposes** (information, submission of requests for quotes/samples/documentation). Introducing harmful code/material, attempting unauthorized access, or conducting DoS/DDoS attacks is prohibited. YESOD may restrict access in cases of improper use.

7. Product and Service Information

Published information (descriptions, TDS/SDS/COA, specifications) is informative and may be updated. YESOD strives for accuracy but does not guarantee the absence of errors. Obvious errors will be corrected promptly.

8. Offers, Inquiries, and Contracting

The website allows submission of **requests for quotes** and **requests for samples/documentation**.

- Commercial offers are issued separately by YESOD (by e-mail) and may include: specifications, prices, **Incoterms**, **MOQ**, timelines, and conditions.
- A contract is deemed concluded upon the client's **explicit acceptance** of the offer (PO/written confirmation) and YESOD's confirmation.
- If certain origins/grades become unavailable, YESOD may propose **technically and compliance-equivalent alternatives**; absent agreement, any advance paid for undelivered goods will be refunded.

9. Prices and Payment

Prices may be quoted in **EUR/USD/RON**, with/without VAT, as stated in the offer. Unless otherwise stated, prices **do not include** transport, insurance, or optional services. Common payment method: **bank transfer** (pro forma/contract). Details are provided in the offer/contract.

10. Delivery, Incoterms, and Risk Transfer

Delivery conditions are set under **Incoterms** (e.g., EXW/FOB/CIF/DAP). Timelines are estimates and may depend on external factors (transport, customs, regulations). Risk and/or title transfer occurs according to the **Incoterms/contract**. Usual packaging: **bulk, big-bag, 25 kg sacks**. YESOD coordinates logistics with partners in Romania and the region.

11. Quality, Compliance, and Documentation

Each batch may be accompanied, as applicable, by **TDS/SDS/COA**, certificates of origin, declarations of conformity, and traceability documents. Any non-conformity must be reported **immediately upon receipt**, in accordance with the procedure agreed in the contract.

12. Responsible Sourcing

1. **Principles.** YESOD acts as a **supplier and coordinator of the supply chain**, selecting minerals from **verified sources** (partner quarries/mines) and working with accredited logistics operators.
2. **Partner Requirements.** Partners are periodically assessed for **legal compliance, environmental protection, H&S, ethical practices, and traceability**. YESOD may request/store authorizations, declarations of conformity, environmental reports, and technical documents (TDS/SDS/COA) per batch.
3. **Traceability and Compliance.** For delivered batches, YESOD pursues **origin traceability** and adherence to **agreed specifications**. Supporting documents may be provided upon request, insofar as they are available from partners.
4. **Continuous Improvement.** YESOD encourages **route optimization, shipment consolidation**, and the use of **reusable/returnable packaging**, where feasible, to reduce environmental impact.
5. **Limitations.** While exercising reasonable commercial diligence in partner selection and monitoring, YESOD does not guarantee **uninterrupted availability** of a given **origin/grade**.

13. Limitation of Liability

YESOD shall not be liable for indirect or consequential damages (loss of profit, production downtime, lost opportunities, etc.). Total liability is limited to the value of the goods/services to which the claim relates, to the extent permitted by law.

14. Third-Party Links

Links to third-party websites (if any) are provided for information only. YESOD is not responsible for the content, policies, or practices of such sites.

15. Data Protection and Cookies

Personal data is processed in accordance with the website **Privacy Policy** and **Cookie Policy**. By using the website, you agree to these policies.

16. Force Majeure

1. **Definition.** Force majeure means any external, unforeseeable, absolutely insurmountable, and unavoidable event (including, without limitation: natural disasters, acts of authorities, armed conflicts, embargoes, pandemics, large-scale national/regional logistics blockages) that prevents, in whole or in part, the performance of contractual obligations.
2. **Evidence.** The existence of force majeure may be evidenced by a **certificate issued by the Chamber of Commerce and Industry of Romania (CCIR)** or an equivalent document issued by a competent authority.
3. **Effects.** During force majeure, the affected obligations are **suspended**, without liability for damages/penalties for the non-performance or delay attributable solely to the force majeure event. Deadlines shall be **adjusted** accordingly.
4. **Notice and Mitigation.** The affected party shall notify the other party **as soon as reasonably possible**, indicate **mitigation** measures, and provide an estimated duration; performance shall resume immediately once the impediment ceases.
5. **Termination.** If the situation lasts **more than 60 consecutive days** and continuing the contract becomes objectively impossible, either party may terminate the contract prospectively, without damages.

17. Governing Law and Jurisdiction

These T&C and any legal relationship arising from the use of the website are governed by **Romanian law**. Disputes shall be settled by the competent Romanian courts, unless the parties agree otherwise.

18. Contact

SC YESOD SRL

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Trade Registry: **J2024016546004** • Tax ID (VAT): **RO50443128**