

**DECLARAȚIE
privind experiența similară**

1. Denumirea și obiectul contractului
„Servicii reparatii et.11, aparate de aer conditionat” Nr.119974 din 05.07.2017
„Servicii de reparatie CC2 et.4” Nr.123710 din 11.12.2017
„Reparatie et.2 si et.3 Alfa (B2B si IT) Nr.132512 din 19.10.2018
„Reamenajarea oficiul 211, proiectul AGILE in Orange Moldova SA , str. Alba Iulia 75 Chisinau” Nr.139908 din 11.06.2019
2. Numărul și data contractului **DIVS/10445/FD din 28.09.2015. Prezentul contract se va prelungi in mod tacit pentru perioade succesive de un an, daca cu 2 (doua) saptamini inainte de expirarea termenului curent de valabilitate nici una din parti nu va prezenta celeilalte instiintarea scrisa privind rezilierz acestuia.**
3. Denumirea/numele beneficiarului **IM Orange Moldova SA**
4. Adresa beneficiarului **str. Alba Iulia 75, mun. Chisinau, 02071**
5. Țara **Republica Moldova**
6. Calitatea în care a participat la îndeplinirea contractului **antreprenorul general**
(se notează opțiunea corespunzătoare)
 - a) antreprenorul sau antreprenorul general (lider de asociație)
 - b) antreprenor asociat
 - c) subantreprenor
7. Valoarea contractului exprimată în moneda în care s-a încheiat contractul
 - a) inițială (la data semnării contractului) **21 215 466. 90 MDL fara TVA**
 - b) finală (la data finalizării contractului) **21 215 466. 90 MDL fara TVA**
8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare:
nu au fost
9. Perioada de executare a lucrării (luni)
 - a) contractată **1 luna**
 - b) efectiv realizată **1 luna**

c) motivul de decalare a termenului contractat (dacă este cazul), care va fi susținut pe bază de acte adiționale încheiate cu beneficiarul **nu**

10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor **Nr.119974 din 11.07.2017; Nr.123710 din 26.02.2018; Nr.132512 din 28.12.2018; Nr.139908 din 11.06.2019**

11. Principalele remedieri și completări înscrise în procesul-verbal de recepție **nu**

12. Alte aspecte relevante prin care ofertantul își susține experiența similară, cu referire în mod special la suprafețe sau volume fizice ale principalelor capacități și categorii de lucrări prevăzute în contracte **nu**

Data completării: **21.02.2022**

Semnat: **Sinetchi Serghei**

Nume: **Sinetchi Serghei**

Funcția în cadrul firmei: **Director General**

Denumirea firmei și sigiliu: **SC „Profiplast”SRL**

| | | | |
|------------------------------|---------------|-----------|--------|
| Contract cadru de antrepriza | REFERINTA: | VERSIUNE: | PAGINA |
| | DIVS/10445/FD | -1- | 1 |

CONTRACT CADRU DE ANTREPRIZA
DIVS/10445/FD

Incheiat la Chisinau, azi, 28 septembrie 2015 intre:

I.M. «Orange Moldova» S.A.

cu sediul in Chisinau str. Alba Iulia, nr. 75, persoana juridica supusa dreptului Republicii Moldova, inregistrata la Camera Inregistrarii de Stat, cod fiscal 1003600106115, nr. de inregistrare TVA 7800044, reprezentata de Directorul General Ludmila CLIMOC actionand in baza Hotaririi Consiliului Directorilor Societatii, denumita in prezentul contract Beneficiar si

«PROFIPLAST» S.R.L.

cu sediul in Chisinau, str. Florilor, nr. 8/3, ap. 81, persoana juridica supusa dreptului Republicii Moldova, inregistrata la Camera Inregistrarii de Stat, IDNO / cod fiscal 1004600024221, nr. de inregistrare TVA 0604889, reprezentata de Serghei SINETCHII, Director actionand in baza imputernicirilor legal delegate, denumita in prezentul contract Antreprenor

sau denumite dupa caz Parti/parte.

Prezentul contract de prestare servicii este supus dispozitiilor legislatiei Republicii Moldova si are ca obiect prestarea de catre Antreprenor a serviciilor definite in art.1 contra unei plati din partea Beneficiarului in conditiile aratate mai jos:

1. OBIECTUL CONTRACTULUI

- 1.1. In cadrul prezentului contract ANTREPRENORUL, conform comenzilor Beneficiarului cu referire la Caietul de Sarcini si Proiectul Tehnic, va indeplini lucrarile de constructie (constructie, reparatie, renovare sau reconstructie) si amenajare la unele imobile ale BENEFICIARULUI (in continuare – Obiecte), iar BENEFICIARUL va receptiona lucrarile conform conditiilor contractului si va achita pretul convenit.
- 1.2. In conformitate cu prezentul contract lucrarile de constructie si amenajare includ:
 - Pregatirea Obiectelor pentru constructie, reparatie, renovare sau reconstructie.
 - Lucrarile de constructie si echipare a Obiectelor, inclusiv toate si orice lucrari si servicii necesare cit si costurile materialelor.
 - Predarea catre BENEFICIAR a materialelor instalate la Obiecte, ce se va efectua in baza Actului de Acceptare Conditionala, semnat de ambele parti, anexind Lista de Inventariere, certificat de calitate pentru materialele utilizate si certificat de garantie pentru lucrarile realizate.
 - Predarea catre BENEFICIAR a Cartii Tehnice a Constructiei la Acceptarea Finala a fiecarui Obiect executat.
 - Efectuarea tuturor demersurilor necesare in vederea obtinerii din numele BENEFICIARULUI a certificatelor si autorizatiilor pentru darea in exploatare a OBIECTULUI (Avizul Serviciului Protectiei Civile si Situatii Exceptionale, Avizul Centrului de Medicina Preventiva si altele ce sunt prevazute de Legislatia RM in vigoare, inclusiv cele indicate in Certificatul de Urbanism si Autorizatia de Constructie) si obtinerea din numele BENEFICIARULUI a receptiei finale a obiectului, inclusiv a instalatiilor electrice conform Legislatiei RM in vigoare necesare furnizarii energiei electrice la Obiectul respectiv, precum si indeplinirea altor formalitati conform legislatiei.

2. CONDITII TEHNICE

- 2.1 BENEFICIARUL va preda ANTREPRENORULUI Caietul de Sarcini si Proiectul Tehnic pentru fiecare Obiect in parte, respectarea prevederilor caruia este obligatorie. Orice deviere de la

| | REFERINTA: | VERSIUNE: | PAGINA |
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| Contract cadru de antrepriza | DIVS/10445/FD | -1- | 8 |

- 15.2. Incidenta oricarui caz de forta majora inlatura raspunderea partii contractante, care o invoca, in conditiile legislatiei civile.
- 15.3. Prin "caz de forta majora" se intelege orice eveniment imprezibil consecintele caruia sunt de neinlaturat sau sunt excesiv de oneroase pentru partile contractante sau una din ele.

16. LITIGII

- 16.1. Litigiile referitoare la interpretarea si executarea prezentului contract vor fi solutionate de parti pe calea amiabila. Daca acest lucru nu este posibil, solutionarea lor va fi de competenta instantelor economice ale Republicii Moldova.


17. DISPOZITIILE FINALE


- 17.1. Prezentul contract a fost semnat in doua exemplare originale, cate unul pentru fiecare parte.
- 17.2. Orice modificare sau completare a prezentului contract este valabila numai daca rezulta din acordul scris al partilor.
- 17.3. Anexele la prezentul contract (Proiectele Tehnice, Caietele de Sarcini, comenzile si certificatele si alte documente de executare a prezentului contract) constituie parti integrante ale acestuia.
- 17.4. Din data semnarii prezentului contract cadru de antrepriza, precedentul contract de antrepriza nr. DIVS/4582/FD isi pierde valabilitatea.


Pentru BENEFICIAR

IM Orange Moldova S.A.

Chisinau, Alba Iulia 75
C/d 225110801767
BCA "Moldova Agroindbank"
Filiala «Chisinau-Centru»
C/F 1003600106115;
nr. de inregistrare TVA 7800044


Liudmila CLIMOC, Director General
2015





Pentru ANTREPRENOR

«Profiplast» S.R.L.

Chisinau, str. Florilor, nr. 8/3, ap.81
C/d 22240001456
BCA Universalbank
c/b UNVBMD2X
c/f 1004600024221,
nr. de inr. TVA 0604889


SINECHI Serghei, Director
"29" septembrie 2015



| | |
|---------------|--------------------------------|
| Type | Standard Purchase Order |
| Order | 119974 |
| Revision | 0 |
| Order Date | 05-JUL-2017 |
| Created By | BEREZOVSKI, Ms. Agnesa |
| Revision Date | |
| Current Buyer | COTOMAN, Mr. Ion |

Supplier: **Profplast SRL**
Sinetchi Serghei(+373 22 21 16 07)
str.Florilor 8/3
Chisinau,
Moldova, Republic of

Ship To: **I.M. Orange Moldova S.A.**
str. Alba Iulia 75,
Chisinau, MD 2071,
Moldova, Republic of

Bill To: **I.M. Orange Moldova S.A.**
str. Alba Iulia 75,
Chisinau, MD 2071,
Moldova, Republic of

| | | | | |
|---|------------|--|---------------|----------------|
| LOCAL CONTRACT | CSC Number | Payment Terms | Freight Terms | Transportation |
| DIVS/10445/FD | | 40% advance, 60% on delivery (services rendering) | | |
| Confirm To/Telephone | | Requester/Deliver To | | |
| COTOMAN, Mr. Ion 060409977 | | CIOCHINA, Mrs. Natalia 069198312 | | |

Notes: All prices and amounts on this order are expressed in MDL

| Line | Part Number / Description | Delivery Date/Time | Quantity | UOM | Unit Price (MDL) | Tax | Amount (MDL) |
|------|--|--|----------|-------|------------------|-----|--------------|
| 1 | Aparat de aer conditionat MHI SRR35ZM-S/MHI SRC35ZMX-S (intern+extern) | | 2 | Piece | 30716 | N | 61,432.00 |
| | | Promised: 20-JUL-2017 00:00:00 Needed: 08-JUL-2017 00:00:00 | | | | | |
| 1-1 | Ship To: Use the ship-to address at the top of page 1 Deliver To: CIOCHINA, Mrs. Natalia (2) natalia.ciochina@orange.md | | | | | | |

| Line | Part Number / Description | Delivery Date/Time | Quantity | UOM | Unit Price (MDL) | Tax | Amount (MDL) |
|------|--|--|----------|-------|------------------|-----|--------------|
| 2 | Aparat de aer conditionat MHI SR□20ZM-S/ MHI SRC20ZM-S (intern+extern) | | 2 | Piece | 14915 | N | 29,830.00 |
| | | Promised: 20-JUL-2017 00:00:00 Needed: 08-JUL-2017 00:00:00 | | | | | |
| 2-1 | Ship To: Use the ship-to address at the top of page 1 Deliver To: CIOCHINA, Mrs. Natalia (2) natalia.ciochina@orange.md | | | | | | |
| 3 | Aparat de aer conditionat MHI SRR25ZM-S/MHI SRC25ZMX-S (intern+extern) | | 1 | Piece | 26416 | N | 26,416.00 |
| | | Promised: 20-JUL-2017 00:00:00 Needed: 08-JUL-2017 00:00:00 | | | | | |
| 3-1 | Ship To: Use the ship-to address at the top of page 1 Deliver To: CIOCHINA, Mrs. Natalia (1) natalia.ciochina@orange.md | | | | | | |
| 4 | Aparat de aer conditionat MHI SR□35ZM-S/MHI SRC35ZM-S (intern+extern) | | 2 | Piece | 20902 | N | 41,804.00 |
| | | Promised: 20-JUL-2017 00:00:00 Needed: 08-JUL-2017 00:00:00 | | | | | |
| 4-1 | Ship To: Use the ship-to address at the top of page 1 Deliver To: CIOCHINA, Mrs. Natalia (2) natalia.ciochina@orange.md | | | | | | |
| 5 | Aparat de aer conditionat MHI SRR50ZM-S/MHI SRC50ZMX-S (intern+extern) | | 5 | Piece | 36880 | N | 184,400.00 |
| | | Promised: 20-JUL-2017 00:00:00 Needed: 08-JUL-2017 00:00:00 | | | | | |
| 5-1 | Ship To: Use the ship-to address at the top of page 1 Deliver To: CIOCHINA, Mrs. Natalia (5) natalia.ciochina@orange.md | | | | | | |

| Line | Part Number / Description | Delivery Date/Time | Quantity | UOM | Unit Price (MDL) | Tax | Amount (MDL) | |
|----------------------------|--|--|----------|-------|------------------|--------------------------|--------------|--------------|
| 6 | Aparat de aer conditionat MHI SRR60ZM-S1/MHI SRC60ZMX-S (intern+extern) | | 1 | Piece | 40504 | N | 40,504.00 | |
| | | Promised: 20-JUL-2017 00:00:00 Needed: 08-JUL-2017 00:00:00 | | | | | | |
| 6-1 | Ship To: Use the ship-to address at the top of page 1 Deliver To: CIOCHINA, Mrs. Natalia (1) natalia.ciochina@orange.md | | | | | | | |
| 7 | 11th floor full refurbishment | | | | | <input type="checkbox"/> | 4,797,825.30 | |
| | | Promised: 20-JUL-2017 00:00:00 Needed: 08-JUL-2017 00:00:00 Ship To: Use the ship-to address at the top of page 1 Deliver To: CIOCHINA, Mrs. Natalia (4797825.3) natalia.ciochina@orange.md | | | | | | |
| Total: 5,182,211.30 | | | | | | | | (MDL) |

JIPA, Ms. Oana
 Head of Purchasing and Supply
 Chain

NEDELJAK, Mr. Lubomir
Chief Financial Officer

Termeni si conditii generale aplicabile comenzilor emise de Orange Moldova S.A.

General Terms and Conditions applicable to the Orders placed by Orange Moldova S.A.

1. DOCUMENTELE NECESARE SI COMANDA

1.1. Comenzile transmise de catre I.M. Orange Moldova S.A. ("Orange") sunt reglementate de prezenti Termeni si conditii generale aplicabile comenzilor emise de Orange ("T&C"), precum si de conditiile cuprinse in comanda (daca nu exista un contract in vigoare semnat intre Orange si Furnizor/Partener inainte de data lansarii comenzii). In caz de contradictie, conditiile specifice cuprinse in comanda emisa prevaleaza asupra prezentei T&C, completandu-se insa cu acestia acolo unde comanda nu prevede nimic.

1.2. Daca comanda este emisa in baza unui contract in vigoare semnat de ambele parti, atunci prevederile contractului vor prevala asupra comenzii, ambele completandu-se cu prezenti T&C acolo unde acestea nu prevad, cu exceptia situatiei in care comanda face referire expresa la o oferta specifica pentru prestarea unui anumit serviciu, in anumite conditii particulare, caz in care comanda astfel emisa va prevala fata de contract si T&C.

1.3. Data lansarii comenzii este considerata data trimiterii acesteia de Orange (prin e-mail sau fax) catre Furnizor/Partener. O comanda va fi considerata ca fiind acceptata de catre Furnizor/Partener printr-o notificare scrisa (inclusiv prin e-mail, fax) expediată catre Orange in decurs de maxim 3 zile din momentul lansarii ei sau, dupa caz, intr-un alt termen indicat in comanda sau in contract, daca este specificat astfel. Primirea de catre Orange a notificarii de acceptare a comenzii (prin e-mail sau fax) va avea ca efect incheierea unui contract prin mijloace de comunicare la distanta (daca anterior lansarii comenzii nu exista un contract in vigoare cu privire la obiectul comenzii).

2. MODALITATI DE PLATA

2.1. Facturarea: Orice plata se face Furnizorului/Partenerului doar sub rezerva transmiterii/receptionarii bunurilor sau serviciilor impreuna cu factura si, dupa caz, actul de primire-predare. Conditii de facturare sunt cele mentionate in comanda. Facturarea de catre Furnizor/Partener inainte de termenul stabilit in prezentul articol nu atrage obligatia de plata din partea Orange. Factura va fi emisa in moneda in care au fost exprimate preturile in comanda/contract sau in cazul companiilor moldovenesti, pentru care comanda a fost emisa in alta moneda, in lei, la cursul de schimb valutar al BNM din data emiterii facturii.

In absenta unui cadru care sa stabileasca moneda de plata, moneda va fi una dintre urmatoarele: EUR, USD, MDL sau alta moneda functionala a furnizorului, cu conditia ca aceasta sa fie deplin convertibila. Pentru furnizorii straini plata va fi realizata in moneda in care a fost stabilit pretul, iar pentru furnizorii moldovenesti plata se va efectua in MDL, la cursul de schimb valutar oficial al BNM valabil la data emiterii facturii. Pentru a fi acceptate de catre Orange, facturile trebuie sa fie completate cu toate datele de identificare, ale ambelor parti (denumirea, adresa si codul fiscal, codul TVA, data eliberarii, data livrării, daca ea nu corespunde cu data eliberării, cont bancar) in conformitate cu prevederile Codului Fiscal, precum si cu serviciile prestate si numarul comenzii.

2.2. Comisiunile bancare aferente platilor efectuate in baza prezentei comenzi cad in sarcina partii care efectueaza plata, cu exceptia cazului in care partile au convenit altfel. Sumele datorate in baza prezentei comenzi vor fi platite prin transfer bancar.

2.3. Modalitati de plata: Plata va fi efectuata de Orange conform termenului mentionat in comanda.

3. PENALITATI PRIVIND NEECUTAREA COMENZII

In cazul in care Furnizorul/Partenerul intirzie livrarea bunurilor sau executarea serviciilor prevazute in comanda sau nu le executa in conformitate cu comanda, Orange va putea percepe penalitati de intirziere, calculate dupa cum urmeaza: $P = V \times R / 1000$ unde P - este valoarea penalitatilor; V - este valoarea la care se aplica penalitatea: aceasta valoare este egala cu valoarea integrala a comenzii in cazul neexecutarii in totalitate a acesteia sau cu valoarea serviciilor ramasa neexecutata; R - este numarul zilelor calendaristice cu care s-a intirziat.

4. TRANSPORTUL SI LIVRAREA

1. APLICABLE DOCUMENTS AND ORDER

1.1. The orders placed by Orange Moldova S.A. ("Orange") are governed by these General Terms and Conditions applicable to the Orders placed by Orange (the "T&C"), and also by the conditions enclosed in the order (if there is no valid agreement signed between Orange and the Supplier/Partner prior to the order's placement). In case of discrepancies, the specific conditions enclosed in an order issued without having an agreement in force will prevail over the T&C and shall be completed by the T&C where the order does not stipulate anything.

1.2. If the order is issued under a valid agreement signed by both parties, then the provisions of such agreement will prevail over the order, and both of them will be completed with the present T&C for the case of lack of provisions, except the situation when the order expressly refers to a referenced offer (specific for the performance of a certain service, in certain particular conditions), in which case such issued order will prevail over the contract and the T&C.

1.3. The order launch date is considered to be the date when the order is sent by Orange (via e-mail or fax) to the Supplier/Partner. An order will be considered accepted by the Supplier/Partner through a written notice sent to Orange (including via e-mail or fax) within 3 days from the launch moment, or within a different term expressly provided in the order or agreement, if applicable. Receipt by Orange of the Supplier/Partner's notice of acceptance will have as effect conclusion of a valid contract between the parties through distance communication means (if prior to the order launch date there is no valid agreement related to the order's object).

2. PAYMENT TERMS

2.1. Invoicing: Any payment will be made to the Supplier/Partner only if the goods/services were delivered/accepted, together with the invoice and, if applicable, the deed of acceptance. The invoicing conditions are mentioned in the order. The invoicing made by the Supplier/Partner before the term established in this clause doesn't trigger a payment obligation from Orange. The invoice shall be issued in the currency of the prices mentioned within the purchase order/contract or in case of Moldovan companies where the purchase order has been issued in other currency, in MDL at the BNM exchange rate valid at the invoicing date.

In the absence of a framework establishing the payment currency, the currency will be one of the following: EUR, USD, MDL or any other supplier's functional currency, under the condition that this currency to be fully convertible. The payment to foreign suppliers will be done in the currency established for the price, while payment to local suppliers will be done in MDL, at the BNM exchange rate valid at the invoicing date. In order to be accepted by Orange, the invoices should be filled in with all identification data of both parties (entire companies name, full address, fiscal code, VAT code, issued date, delivery date, in case they do not correspond, bank account) pursuant to the provisions of Fiscal Code, as well as with the performed services and order number.

2.2 The bank fees afferent to the payments made based on this Order shall be supported by the Party making the payments, unless otherwise agreed by Parties. The amounts owed based on this Order shall be paid by bank transfer.

2.3. Payment terms: Payment will be made by Orange according to the term mentioned in the order.

3. PENALTIES IN CASE OF ORDER NON-EXECUTION

In case Provider/Partner is late in delivery of goods or performance of the services mentioned in the order or fails to perform them in accordance with the order, IM Orange Moldova SA may calculate and charge delay penalties, as follows: $P = V \times R / 1000$ where P- represents the value of penalties; V - is the value to which the penalty applies: this value is equal to the full value of the order in case of failure to fully execute the order, or the amount of non-executed services/ non-delivered goods; R - is the number of calendar days of delay.

4. TRANSPORT and DELIVERY

If the transport is to be made by the Supplier/Partner, he will ensure the

In situatia in care transportul este in sarcina Furnizorului/Partenerului, acesta va asigura transportul pe cheltuiala si riscul sau pina la locul de livrare stabilit prin comanda. In afara celor prevazute mai sus, in caz de accident, pierdere partiala sau totala a transportului, Furnizorul/Partenerul va fi tinut la repararea integrala sau inlocuirea acestuia cu produse identice, in conformitate cu decizia Orange in termenul fixat de aceasta.

5. RECEPTIA

Daca nu este prevazuta nici un fel de operatiune de verificare specifica in vederea receptionarii bunurilor furnizate si/sau a serviciilor prestate, receptia va fi considerata ca fiind efectuata la data la care rezulta acest fapt din orice in scris provenind de la Orange fie ca acesta este un document contabil intern, fie ca reprezinta un act de primire-predare sau corespondenta comerciala cu Furnizorul/Partenerul. In situatia in care Orange va refuza receptia livrarii ca fiind neconforma cu comanda/contractul, Furnizorul/Partenerul va fi obligat la preluarea bunurilor furnizate si/sau a serviciilor prestate pe cheltuiala acestuia. Daca executarea comenzii a presupus si efectuarea unor modificari a instalatiilor Orange, Furnizorul/Partenerul va fi obligat sa le readuca in situatia initiala pe cheltuiala sa. In acest caz Orange nu va fi obligat la plata contravalorii bunurilor/serviciilor asa cum au fost stabilite in cadrul comenzii.

6. TRANSFERUL PROPRIETATII SI AL RISCULUI

Transferul drepturilor de proprietate opereaza la momentul efectuarii receptiei. Riscul contractului ramine in sarcina Furnizorului/Partenerului pina la momentul efectuarii receptiei. Exceptie fac bunurile si serviciile care sunt realizate in conformitate cu specificatiile emise de Orange, specificatii cu privire la care Orange este titularul tuturor drepturilor de proprietate intelectuala in conditiile articolului PROPRIETATE INTELLECTUALA din T&C prezente si pentru care transferul drepturilor de proprietate se realizeaza la momentul primirii specificatiilor de catre Furnizor/Partener.

7. GARANTIA OBIECTULUI COMENZII

Fara a aduce incalcari niciunei dispozitii legale aplicabile (ex. garantia minima legala de 2 ani aplicabila bunurilor destinate consumatorilor finali), garantia obiectului comenzii este stabilita la minim 1 an de la data la care este efectuata receptia. Furnizorul/Partenerul se obliga sa remedieze orice defectiuni sau sa inlocuiasca pe cheltuiala sa orice parte a prestatiei sale care se dovedeste a fi nefunctionala sau care functioneaza defectuos, intr-un interval de timp rezonabil, astfel incit sa nu afecteze in nici un fel derularea activitatii in scopul in care a fost comandat. Pe parcursul perioadei de garantie Furnizorul/Partenerul se obliga sa intervina ori de cite ori Orange va reclama lipsa vre-o unei functionalitati a bunurilor furnizate si/sau a serviciilor prestate, intr-un interval de timp rezonabil. Daca la expirarea perioadei de garantie, Furnizorul/Partenerul nu a procedat la repararea/inlocuirea necesara, perioada de garantie va fi prelungita pina la executarea completa a obligatiei de garantie. Daca pe perioada de garantie a obiectului comenzii, un defect impiedica buna functionare a bunurilor ce a facut obiectul comenzii si/sau a serviciilor prestate, perioada necesara aducerii la starea de functionare va suspenda perioada de garantie.

8. PROPRIETATE INTELLECTUALA

Furnizorul/Partenerul va transfera catre Orange, toate drepturile de proprietate intelectuala asupra Rezultatelor comenzii, din momentul in care acestea au fost realizate. Orange si Furnizorul/Partenerul vor ramine proprietarii drepturilor lor de proprietate intelectuala si industriala detinute anterior emiterii comenzii atasate. Orange nu este responsabil pentru drepturile de proprietate intelectuala contractate de Furnizor/Partener de la terti, in scopul executarii comenzii.

9. INCETAREA COMENZII:

-in mod automat, fara interventia instantei de judecata si fara alte formalitati, in cazul in care Furnizorul/Partenerul isi inceteaza activitatea, devine insolubil sau este initiata o procedura de lichidare impotriva acestuia;
-rezolutiunea de catre Orange, ca urmare a neexecutarii, executarii cu intirziere sau executarii defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui

transport on its own expense and risk or up to the delivery place as mentioned in the order. In addition to the above mentioned, in case of accident, partial or total loss of shipment, Supplier/Partner will be liable for entire repair or replacement with identical products, in accordance with Orange decision, within the term established by Orange.

5. RECEPTION/ACCEPTANCE

Unless no specific checking operation is mentioned in order to accept/receive the provided goods and/or services, acceptance/reception will be deemed as performed by Orange as of date provided by any written document issued by Orange, such document being either an internal accounting document, a deed of acceptance or commercial correspondence with the Supplier/Partner. If Orange rejects the delivery as non-compliant with the order/contract, the Supplier/Partner has to take over the delivered goods and/or services on his own expense. If order performance involved changes in Orange equipment's, the Supplier/Partner has to bring them back to the initial condition, at his expense. In such cases, Orange shall not be liable to pay the price of the goods/services as per the order.

6. TRANSFER OF RISKS AND OWNERSHIP

Transfer of ownership (property rights) operates on the goods' reception date. The contractual risks will remain on the Supplier/Partner until the reception date. An exception from this rule will apply to the goods and services performed according to Orange specifications, specifications stressing that Orange is the owner of all intellectual property rights, as described in the article INTELLECTUAL PROPERTY from the present Terms and Conditions and for which the transfer of the property rights occur at the moment when specifications are received by the Supplier/Partner.

7. WARRANTY

Without limiting any applicable statutory provisions to the contrary (e.g. a minimum 2-year warranty term for goods for the end consumers), the warranty term of the goods and/or services delivered based on the order is set at minimum one year from the reception date. The Supplier/Partner is obliged to repair any malfunction or to replace on his own expense, any part of its deliverable which is not functional or has deficiencies, in a reasonable period of time, in order not to affect in any way the activity for which the good was ordered. During the warranty period, the Supplier /Partner is obliged to settle any issues claimed by Orange regarding any malfunctioning of the goods and/or services delivered under the order in a reasonable period of time. If at the end of the warranty period, the Supplier/Partner did not proceed to the required reparation/replacement, the warranty period will be prolonged until the complete execution of the warranty obligation. If during the warranty period of the goods and/or services delivered based on the order, an error prevents the good functioning of the ordered goods and/or of the provided services, the period needed to remedy the deficiencies (restore normal functioning) will suspend the warranty period.

8. INTELLECTUAL PROPERTY

The Supplier/Partner will transfer to Orange, all intellectual property rights over the results of an order from the moment of their accomplishment. Orange and the Supplier/Partner will remain the rightful owners of the intellectual and industrial rights owned prior to the issue date of the order. Orange is not liable for any intellectual property rights contracted/obtained by the Supplier/Partner from third parties, with the purpose of order execution.

9. ORDER TERMINATION:

-immediately, without court intervention and no preliminary formalities, if the Supplier/ Partner terminates his activity, becomes insolvent or a dissolution procedure will be started against him
-termination by Orange, in case the Supplier/Partner does not fulfill or fail to fulfill properly its obligations to deliver/perform the goods and/or the services as they are specified by the present order. In this situation, the order termination will become effective after a prior 3 days? notice sent to the Supplier/Partner, without court intervention, if within the above mentioned notice term the Supplier/Partner did not fulfill its obligation. In this situation, any amount of money paid by Orange to the

preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire;
 - revocare (reziliere) unilaterala din partea Orange, cu acordarea unui preaviz scris de 3 zile, in cazul obligatiilor cu executare succesiva de catre Furnizor/Partener. Incetarea comenzii nu are niciun efect asupra obligatiilor scadente intre parti.

10. DISPOZITII SPECIALE

Furnizorul/ Partenerul se angajeaza sa pastreze confidentialitatea tuturor informatiilor verbale, scrise (inclusiv in forma electronica) in posesia carora a intrat in legatura cu aceasta comanda si nu va dezvalui aceste informatii nici unei alte persoane (cu exceptia angajatilor si reprezentantilor sai care au nevoie de ele), fara a avea aprobarea prealabila scrisa a Orange. Angajamentul de confidentialitate va ramine in vigoare 5 ani dupa executarea comenzii.

11. LEGEA APLICABILA SI LITIGII

Prezenta comanda se supune legislatiei R. Moldova. Orice litigiu intre parti va fi solutionat de instanta de judecata competenta din Republicii Moldova.

12. PRACTICI ETICE - RESPONSABILITATEA COMPANIEI

Furnizorul/Partenerul declara ca este de acord cu Clauza de Responsabilitate Sociala Corporativa (CSR) si de Conformitate ale I.M. Orange Moldova S.A. disponibile pe www.orange.md.

13. DISPOZITII FINALE

Prin acceptarea comenzii Furnizorul/Partenerul garanteza ca a analizat si a acceptat integral Termenii si conditiile generale aplicabile comenzilor emise de Orange.

Supplier/Partner will be returned in 3 days from the moment when Orange requires repayment of the money through a written notice with confirmation of receipt.

- unilateral termination by Orange with a prior 3 days? notice for obligations with successive execution by the Supplier/Partner. The order termination does not have any effect on the outstanding parties' obligations.

10. PARTICULARLY PROVISIONS

The Supplier/Partner undertakes to maintain confidential all verbal, written (including electronic) information received in connection with this order, and will not disclose this information to any other person (except employees and their representatives who have a direct need to know them), without the prior written consent of Orange. The confidentiality obligations will remain in force for a five year term after the execution of the order.

11. THE APPLICABLE LAW

The present order will be governed by the Moldovan law. All the disputes will be judged by the competent Moldovan courts of law.

12. ETHICAL PRACTICES - THE RESPONSIBILITY OF THE COMPANY

The Supplier/Partner hereby undertakes to fully comply with the Conformity and Corporate Social Responsibility clause of I.M. Orange Moldova S.A. available at www.orange.md.

13. FINAL PROVISIONS

Through the accepting of the order the Supplier/Partner guarantees that he read and fully accepted the provisions of the "General Terms and conditions applicable to the orders placed by Orange".

ACT DE ACCEPTARE FINALA A SERVICIILOR ACORDATE**DEED OF FINAL ACCEPTANCE OF RENDERED SERVICES**

Data/Date 11/07/2017

Ref.: Purchase Order № 119974 date 05/07/2017

Referință: Comanda № 119974 din 05/07/2017

Noi, subsemnați, ORDINATOR în persona
We undersigned, the PURCHASER in person of Mr.

Natalia Ciochina, Facilities Manager

(name, surname and duties)

și ANTREPRENOR în persoana
and the SELLER in person of Mr.

Serghei SINETCHI, General Director

(name, surname and duties)

Am întocmit actul prezent privind faptul că serviciile au fost acordate și îndeplinite în stricta
 corespundere cu condițiile stipulate în caietul de sarcini și proiectul tehnic.

*Have drawn the present deed with regard to a fact that the services were rendered and executed
 according to the strict correspondence of the technical tasks and technical project.*

Lucrările beneficiază de un termen de garanție de 1(un) an

The works are subject to a warranty of 1 (one) year.

Costul comenzii**Order's price**

| | | |
|---|---|--------------|
| Aparat de aer conditionat MHI SRR35ZM-S/MHI SRC35ZMX-S (intern+extern) | 2 | 61,432.00 |
| Aparat de aer conditionat MHI SRK20ZM-S/ MHI SRC20ZM-S (intern+extern) | 2 | 29,830.00 |
| Aparat de aer conditionat MHI SRR25ZM-S/MHI SRC25ZMX-S (intern+extern) | 1 | 26.416.00 |
| Aparat de aer conditionat MHI SRK35ZM-S/MHI SRC35ZM-S (intern+extern) | 2 | 41.804,00 |
| Aparat de aer conditionat MHI SRR50ZM-S/MHI SRC50ZMX-S (intern+extern) | 5 | 184.400,00 |
| Aparat de aer conditionat MHI SRR60ZM-S1/MHI SRC60ZMX-S (intern+extern) | 1 | 40.504,00 |
| 11th floor full refurbishment / Servicii reparatie et. 11 | | 4,797,825.30 |
| Total: | | 5,182,211.30 |
| TVA 20%: | | 1,036,442.26 |
| Total (inclusiv TVA 20%): | | 6,218,653.56 |

A primit / Accepted by: Orange Moldova S.A.

A predat / Delivered by: "Profiplast" SRL

Natalia Ciochina Facilities Manager

(prenumele, numele, funcție/nume, surname and duties)

General Director Serghei SINETCHI

(prenumele, numele, funcție/nume, surname and duties)



Nr. exemplarului
№. экземпляра 2

FACTURĂ FISCALĂ
НАЛОГОВАЯ НАКЛАДНАЯ



Seria, Nr.
Серия, № JA3875768

8. Foia de parcurs / Путевой лист seria / серия _____ număr: / номер _____ data / дата _____

9. Transportator / Перевозчик

1. Furnizor: / Продавец Profiplast SRL Chisinau str. Florilor 8/3 ap 81 c/d MD36V00002251003456MDL B.C. VICTORIABANK'S.A. fil.nr.3 Chisinau / В.С. ВИКТОРИАБАНК'С.А. филиал №3 Кишинев / VGBMD2X416

2. Cumpărător: / Покупатель Orange Moldova SA Chisinau str Alba Iulie 75 c/d MD64G00000225110801767 BC MOLDOVA-AGROINDBANK'S.A. fil.nr.4 / Молдова-Агроиндбанк'С.А. филиал №4 Кишинев / OAGMD2X887

3. Delegație / Доверенность data / дата _____ delegat / делегированный _____

4. Documente anexate / Прилагаемые документы

5. Punct încărcare / Пункт погрузки

6. Punct descărcare / Пункт разгрузки

7. Redirițjări / Переадресовки

| 10.1 | 10.2 | 10.3 | 10.4 | 10.5 | 10.6 | 10.7 | 10.8 | 10.9 | 10.10 | 10.11 | 10.12 |
|--|---------------------------------------|--|---|--|-----------------------------|---|---|-------------------------------------|----------------------------|--------------------------------|--|
| Denumirea mărfurilor, serviciilor și cod nomenclator al mărfii / Наименование товаров, услуг и номенклатурный код товара | Unitate de măsură / Единица измерения | Cantitatea mărfurilor, volumul serviciilor / Количество товаров, объем услуг | Preț unitar fără TVA, lei / Цена единицы без НДС, лев | Valoarea totală fără TVA, lei / Общая сумма без НДС, лев | Cota TVA, % / Ставка НДС, % | Suma totală a TVA, lei / Общая сумма НДС, лев | Valoarea mărfurilor, serviciilor, lei / Стоимость товаров, услуг, лев | Alți informații / Другая информация | Tip ambalaj / Тип упаковки | Număr locuri / Количество мест | Masă brută, tone / Масса брутто, тонны |
| Aparat pu conditionat MHI SRR35ZM-S/MHI SRC35ZMX-S (intern+extern) | шт | 2,000 | 30 716,00 | 61 432,00 | 20% | 12 286,40 | 73 718,40 | | | | |
| Aparat pu conditionat MHI SRK20ZM-S/MHI SRC20ZM-S (intern+extern) | шт | 2,000 | 14 915,00 | 29 830,00 | 20% | 5 966,00 | 35 796,00 | | | | |
| Aparat pu conditionat MHI SRR25ZM-S/MHI SRC25ZMX-S (intern+extern) | шт | 1,000 | 26 416,00 | 26 416,00 | 20% | 5 283,20 | 31 699,20 | | | | |
| Aparat pu conditionat MHI SRK35ZM-S /MHI SRK35ZM-S(intern+extern) | шт | 2,000 | 20 902,00 | 41 804,00 | 20% | 8 360,80 | 50 164,80 | | | | |
| Aparat pu conditionat MHI SRR50ZM-S/MHI SRC50ZM-S (intern+extern) | шт | 5,000 | 36 880,00 | 184 400,00 | 20% | 36 880,00 | 221 280,00 | | | | |
| Aparat pu conditionat MHI SRR60ZM-S1/MHI SRC60ZMX-S (intern+extern) | шт | 1,000 | 40 504,00 | 40 504,00 | 20% | 8 100,80 | 48 604,80 | | | | |
| Servicii de reparatie et 11 ref 119974 din 05.07.2017 | шт | 1,000 | 4 797 825,30 | 4 797 825,30 | 20% | 959 565,06 | 5 757 390,36 | | | | |
| 11. TOTAL (pe pagina) / Всего (по странице) | | | | 5 182 211,30 | X | 036 442,21 | 6 218 653,56 | X | X | X | |
| 12. TOTAL (pe factura fiscală) / Всего (по налоговой накладной) | | | | 5 182 211,30 | X | 036 442,21 | 6 218 653,56 | X | X | X | |

13. Permis aliberarea: / Отпуск разрешен: _____

14. Predat bunurile (serviciile): / Сдан материальные ценности (услуги): _____

15. Primit bunurile intermediariul (transportatorul): / Принят материальные ценности посредник (перевозчик): _____

16. Predat bunurile intermediariul (transportatorul): / Сдан материальные ценности посредник (перевозчик): _____

17. Primit bunurile (serviciile) cumpărătorul: / Принят материальные ценности (услуги) покупатель: _____



S. Sinedek



L.S.
M.P.

| | |
|---------------|--------------------------------|
| Type | Standard Purchase Order |
| Order | 123710 |
| Revision | 0 |
| Order Date | 11-DEC-2017 |
| Created By | BEREZOVSKI, Ms. Agnesa |
| Revision Date | |
| Current Buyer | COTOMAN, Mr. Ion |

| | | |
|---|---|---|
| Supplier: Profiplast SRL Sinetchi Serghei(+373 22 21 16 07) str.Florilor 8/3 Chisinau, Moldova, Republic of BC Victoriabank SA MD36VI000022510031566MDL MDL (Moldovan Leu) | Ship To: IM Orange Moldova SA str. Alba Iulia 75 Chisinau, Moldova, Republic of | Bill To: IM Orange Moldova SA str. Alba Iulia 75 Chisinau, Moldova, Republic of MDL - MD64AG000000225110801767 EUR - MD50AG000000002251675135 USD - MD45AG000000002251675128 |
|---|---|---|

| | | | | | |
|---|------------|-------------------|---|---------------|----------------|
| LOCAL CONTRACT | CSC Number | Invoice condition | Payment Terms | Freight Terms | Transportation |
| DIVS/10445/FD | | | 10 days after delivery or invoice date | | |
| Confirm To/Telephone | | | Requester/Deliver To | | |
| COTOMAN, Mr. Ion 060409977 ion.cotoman@orange.md | | | CIOCHINA, Mrs. Natalia 069198312 | | |

Notes: All prices and amounts on this order are expressed in MDL

| Line | Part Number / Description | Delivery Date/Time | Quantity | UOM | Unit Price (MDL) | Tax | Amount (MDL) |
|----------------------------|-----------------------------|--|----------|-----|------------------|-----|--------------|
| 1 | CC2 4th floor refurbishment | Promised: 30-DEC-2017 Needed: 10-DEC-2017 | | | | Y | 3,042,050.70 |
| Total: 3,042,050.70 | | | | | | | (MDL) |

JIPA, Ms. Oana
Head of Purchasing and Supply
Chain

NEDELJAK, Mr. Lubomir
Chief Financial Officer

Termeni si conditii generale aplicabile comenzilor emise de Orange Moldova S.A.

General Terms and Conditions applicable to the Orders placed by Orange Moldova S.A.

1. DOCUMENTELE NECESARE SI COMANDA

1.1. Comenzile transmise de catre I.M. Orange Moldova S.A. ("Orange") sunt reglementate de prezenti Termeni si conditii generale aplicabile comenzilor emise de Orange ("T&C"), precum si de conditiile cuprinse in comanda (daca nu exista un contract in vigoare semnat intre Orange si Furnizor/Partener inainte de data lansarii comenzii). In caz de contradictie, conditiile specifice cuprinse in comanda emisa prevaleaza asupra prezentei T&C, completandu-se inasa cu acestia acolo unde comanda nu prevede nimic.

1.2. Daca comanda este emisa in baza unui contract in vigoare semnat de ambele parti, atunci prevederile contractului vor prevala asupra comenzii, ambele completandu-se cu prezenti T&C acolo unde acestea nu prevad, cu exceptia situatiei in care comanda face referire expresa la o oferta specifica pentru prestarea unui anumit serviciu, in anumite conditii particulare, caz in care comanda astfel emisa va prevala fata de contract si T&C.

1.3. Data lansarii comenzii este considerata data trimiterii acesteia de Orange (prin e-mail sau fax) catre Furnizor/Partener. O comanda va fi considerata ca fiind acceptata de catre Furnizor/Partener printr-o notificare scrisa (inclusiv prin e-mail, fax) expediată catre Orange in decurs de maxim 3 zile din momentul lansarii ei sau, dupa caz, intr-un alt termen indicat in comanda sau in contract, daca este specificat astfel. Primirea de catre Orange a notificarii de acceptare a comenzii (prin e-mail sau fax) va avea ca efect incheierea unui contract prin mijloace de comunicare la distanta (daca anterior lansarii comenzii nu exista un contract in vigoare cu privire la obiectul comenzii).

2. MODALITATI DE PLATA

2.1. Facturarea: Orice plata se face Furnizorului/Partenerului doar sub rezerva transmiterii/receptionarii bunurilor sau serviciilor impreuna cu factura si, dupa caz, actul de primire-predare. Conditii de facturare sunt cele mentionate in comanda. Facturarea de catre Furnizor/Partener inainte de termenul stabilit in prezentul articol nu atrage obligatia de plata din partea Orange. Factura va fi emisa in moneda in care au fost exprimate preturile in comanda/contract sau in cazul companiilor moldovenesti, pentru care comanda a fost emisa in alta moneda, in lei, la cursul de schimb valutar al BNM din data emiterii facturii.

In absenta unui cadru care sa stabileasca moneda de plata, moneda va fi una dintre urmatoarele: EUR, USD, MDL sau alta moneda functionala a furnizorului, cu conditia ca aceasta sa fie deplin convertibila. Pentru furnizorii straini plata va fi realizata in moneda in care a fost stabilit pretul, iar pentru furnizorii moldovenesti plata se va efectua in MDL, la cursul de schimb valutar oficial al BNM valabil la data emiterii facturii. Pentru a fi acceptate de catre Orange, facturile trebuie sa fie completate cu toate datele de identificare, ale ambelor parti (denumirea, adresa si codul fiscal, codul TVA, data eliberarii, data livrării, daca ea nu corespunde cu data eliberării, cont bancar) in conformitate cu prevederile Codului Fiscal, precum si cu serviciile prestate si numarul comenzii.

2.2. Comisiunile bancare aferente platilor efectuate in baza prezentei comenzi cad in sarcina partii care efectueaza plata, cu exceptia cazului in care partile au convenit altfel. Sumele datorate in baza prezentei comenzi vor fi platite prin transfer bancar.

2.3. Modalitati de plata: Plata va fi efectuata de Orange conform termenului mentionat in comanda.

3. PENALITATI PRIVIND NEECUTAREA COMENZII

In cazul in care Furnizorul/Partenerul intirzie livrarea bunurilor sau executarea serviciilor prevazute in comanda sau nu le executa in conformitate cu comanda, Orange va putea percepe penalitati de intirziere, calculate dupa cum urmeaza: $P = V \times R / 1000$ unde P - este valoarea penalitatilor; V - este valoarea la care se aplica penalitatea: aceasta valoare este egala cu valoarea integrala a comenzii in cazul neexecutarii in totalitate a acesteia sau cu valoarea serviciilor ramasa neexecutata; R - este numarul zilelor calendaristice cu care s-a intirziat.

4. TRANSPORTUL SI LIVRAREA

1. APLICABLE DOCUMENTS AND ORDER

1.1. The orders placed by Orange Moldova S.A. ("Orange") are governed by these General Terms and Conditions applicable to the Orders placed by Orange (the "T&C"), and also by the conditions enclosed in the order (if there is no valid agreement signed between Orange and the Supplier/Partner prior to the order's placement). In case of discrepancies, the specific conditions enclosed in an order issued without having an agreement in force will prevail over the T&C and shall be completed by the T&C where the order does not stipulate anything.

1.2. If the order is issued under a valid agreement signed by both parties, then the provisions of such agreement will prevail over the order, and both of them will be completed with the present T&C for the case of lack of provisions, except the situation when the order expressly refers to a referenced offer (specific for the performance of a certain service, in certain particular conditions), in which case such issued order will prevail over the contract and the T&C.

1.3. The order launch date is considered to be the date when the order is sent by Orange (via e-mail or fax) to the Supplier/Partner. An order will be considered accepted by the Supplier/Partner through a written notice sent to Orange (including via e-mail or fax) within 3 days from the launch moment, or within a different term expressly provided in the order or agreement, if applicable. Receipt by Orange of the Supplier/Partner's notice of acceptance will have as effect conclusion of a valid contract between the parties through distance communication means (if prior to the order launch date there is no valid agreement related to the order's object).

2. PAYMENT TERMS

2.1. Invoicing: Any payment will be made to the Supplier/Partner only if the goods/services were delivered/accepted, together with the invoice and, if applicable, the deed of acceptance. The invoicing conditions are mentioned in the order. The invoicing made by the Supplier/Partner before the term established in this clause doesn't trigger a payment obligation from Orange. The invoice shall be issued in the currency of the prices mentioned within the purchase order/contract or in case of Moldovan companies where the purchase order has been issued in other currency, in MDL at the BNM exchange rate valid at the invoicing date.

In the absence of a framework establishing the payment currency, the currency will be one of the following: EUR, USD, MDL or any other supplier's functional currency, under the condition that this currency to be fully convertible. The payment to foreign suppliers will be done in the currency established for the price, while payment to local suppliers will be done in MDL, at the BNM exchange rate valid at the invoicing date. In order to be accepted by Orange, the invoices should be filled in with all identification data of both parties (entire companies name, full address, fiscal code, VAT code, issued date, delivery date, in case they do not correspond, bank account) pursuant to the provisions of Fiscal Code, as well as with the performed services and order number.

2.2 The bank fees afferent to the payments made based on this Order shall be supported by the Party making the payments, unless otherwise agreed by Parties. The amounts owed based on this Order shall be paid by bank transfer.

2.3. Payment terms: Payment will be made by Orange according to the term mentioned in the order.

3. PENALTIES IN CASE OF ORDER NON-EXECUTION

In case Provider/Partner is late in delivery of goods or performance of the services mentioned in the order or fails to perform them in accordance with the order, IM Orange Moldova SA may calculate and charge delay penalties, as follows: $P = V \times R / 1000$ where P- represents the value of penalties; V - is the value to which the penalty applies: this value is equal to the full value of the order in case of failure to fully execute the order, or the amount of non-executed services/ non-delivered goods; R - is the number of calendar days of delay.

4. TRANSPORT AND DELIVERY

If the transport is to be made by the Supplier/Partner, he will ensure the

In situatia in care transportul este in sarcina Furnizorului/Partenerului, acesta va asigura transportul pe cheltuiala si riscul sau pina la locul de livrare stabilit prin comanda. In afara celor prevazute mai sus, in caz de accident, pierdere partiala sau totala a transportului, Furnizorul/Partenerul va fi tinut la repararea integrala sau inlocuirea acestuia cu produse identice, in conformitate cu decizia Orange in termenul fixat de aceasta.

5. RECEPTIA

Daca nu este prevazuta nici un fel de operatiune de verificare specifica in vederea receptionarii bunurilor furnizate si/sau a serviciilor prestate, receptia va fi considerata ca fiind efectuata la data la care rezulta acest fapt din orice in scris provenind de la Orange fie ca acesta este un document contabil intern, fie ca reprezinta un act de primire-predare sau corespondenta comerciala cu Furnizorul/Partenerul. In situatia in care Orange va refuza receptia livrarii ca fiind neconforma cu comanda/contractul, Furnizorul/Partenerul va fi obligat la preluarea bunurilor furnizate si/sau a serviciilor prestate pe cheltuiala acestuia. Daca executarea comenzii a presupus si efectuarea unor modificari a instalatiilor Orange, Furnizorul/Partenerul va fi obligat sa le readuca in situatia initiala pe cheltuiala sa. In acest caz Orange nu va fi obligat la plata contravalorii bunurilor/serviciilor asa cum au fost stabilite in cadrul comenzii.

6. TRANSFERUL PROPRIETATII SI AL RISCULUI

Transferul drepturilor de proprietate opereaza la momentul efectuarii receptiei. Riscul contractului ramine in sarcina Furnizorului/Partenerului pina la momentul efectuarii receptiei. Exceptie fac bunurile si serviciile care sunt realizate in conformitate cu specificatiile emise de Orange, specificatii cu privire la care Orange este titularul tuturor drepturilor de proprietate intelectuala in conditiile articolului PROPRIETATE INTELLECTUALA din T&C prezente si pentru care transferul drepturilor de proprietate se realizeaza la momentul primirii specificatiilor de catre Furnizor/Partener.

7. GARANTIA OBIECTULUI COMENZII

Fara a aduce incalcari niciunei dispozitii legale aplicabile (ex. garantia minima legala de 2 ani aplicabila bunurilor destinate consumatorilor finali), garantia obiectului comenzii este stabilita la minim 1 an de la data la care este efectuata receptia. Furnizorul/Partenerul se obliga sa remedieze orice defectiuni sau sa inlocuiasca pe cheltuiala sa orice parte a prestatiei sale care se dovedeste a fi nefunctionala sau care functioneaza defectuos, intr-un interval de timp rezonabil, astfel incit sa nu afecteze in nici un fel derularea activitatii in scopul in care a fost comandat. Pe parcursul perioadei de garantie Furnizorul/Partenerul se obliga sa intervina ori de cite ori Orange va reclama lipsa vre-o unei functionalitati a bunurilor furnizate si/sau a serviciilor prestate, intr-un interval de timp rezonabil. Daca la expirarea perioadei de garantie, Furnizorul/Partenerul nu a procedat la repararea/inlocuirea necesara, perioada de garantie va fi prelungita pina la executarea completa a obligatiei de garantie. Daca pe perioada de garantie a obiectului comenzii, un defect impiedica buna functionare a bunurilor ce a facut obiectul comenzii si/sau a serviciilor prestate, perioada necesara aducerii la starea de functionare va suspenda perioada de garantie.

8. PROPRIETATE INTELLECTUALA

Furnizorul/Partenerul va transfera catre Orange, toate drepturile de proprietate intelectuala asupra Rezultatelor comenzii, din momentul in care acestea au fost realizate. Orange si Furnizorul/Partenerul vor ramine proprietarii drepturilor lor de proprietate intelectuala si industriala detinute anterior emiterii comenzii atasate. Orange nu este responsabil pentru drepturile de proprietate intelectuala contractate de Furnizor/Partener de la terti, in scopul executarii comenzii.

9. INCETAREA COMENZII:

-in mod automat, fara interventia instantei de judecata si fara alte formalitati, in cazul in care Furnizorul/Partenerul isi inceteaza activitatea, devine insolubil sau este initiata o procedura de lichidare impotriva acestuia;
-rezolutiunea de catre Orange, ca urmare a neexecutarii, executarii cu intirziere sau executarii defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui

transport on its own expense and risk or up to the delivery place as mentioned in the order. In addition to the above mentioned, in case of accident, partial or total loss of shipment, Supplier/Partner will be liable for entire repair or replacement with identical products, in accordance with Orange decision, within the term established by Orange.

5. RECEPTION/ACCEPTANCE

Unless no specific checking operation is mentioned in order to accept/receive the provided goods and/or services, acceptance/reception will be deemed as performed by Orange as of date provided by any written document issued by Orange, such document being either an internal accounting document, a deed of acceptance or commercial correspondence with the Supplier/Partner. If Orange rejects the delivery as non-compliant with the order/contract, the Supplier/Partner has to take over the delivered goods and/or services on his own expense. If order performance involved changes in Orange equipment's, the Supplier/Partner has to bring them back to the initial condition, at his expense. In such cases, Orange shall not be liable to pay the price of the goods/services as per the order.

6. TRANSFER OF RISKS AND OWNERSHIP

Transfer of ownership (property rights) operates on the goods' reception date. The contractual risks will remain on the Supplier/Partner until the reception date. An exception from this rule will apply to the goods and services performed according to Orange specifications, specifications stressing that Orange is the owner of all intellectual property rights, as described in the article INTELLECTUAL PROPERTY from the present Terms and Conditions and for which the transfer of the property rights occur at the moment when specifications are received by the Supplier/Partner.

7. WARRANTY

Without limiting any applicable statutory provisions to the contrary (e.g. a minimum 2-year warranty term for goods for the end consumers), the warranty term of the goods and/or services delivered based on the order is set at minimum one year from the reception date. The Supplier/Partner is obliged to repair any malfunction or to replace on his own expense, any part of its deliverable which is not functional or has deficiencies, in a reasonable period of time, in order not to affect in any way the activity for which the good was ordered. During the warranty period, the Supplier /Partner is obliged to settle any issues claimed by Orange regarding any malfunctioning of the goods and/or services delivered under the order in a reasonable period of time. If at the end of the warranty period, the Supplier/Partner did not proceed to the required reparation/replacement, the warranty period will be prolonged until the complete execution of the warranty obligation. If during the warranty period of the goods and/or services delivered based on the order, an error prevents the good functioning of the ordered goods and/or of the provided services, the period needed to remedy the deficiencies (restore normal functioning) will suspend the warranty period.

8. INTELLECTUAL PROPERTY

The Supplier/Partner will transfer to Orange, all intellectual property rights over the results of an order from the moment of their accomplishment. Orange and the Supplier/Partner will remain the rightful owners of the intellectual and industrial rights owned prior to the issue date of the order. Orange is not liable for any intellectual property rights contracted/obtained by the Supplier/Partner from third parties, with the purpose of order execution.

9. ORDER TERMINATION:

-immediately, without court intervention and no preliminary formalities, if the Supplier/ Partner terminates his activity, becomes insolvent or a dissolution procedure will be started against him
-termination by Orange, in case the Supplier/Partner does not fulfill or fail to fulfill properly its obligations to deliver/perform the goods and/or the services as they are specified by the present order. In this situation, the order termination will become effective after a prior 3 days' notice sent to the Supplier/Partner, without court intervention, if within the above mentioned notice term the Supplier/Partner did not fulfill its obligation. In this situation, any amount of money paid by Orange to the

preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire; - revocare (reziliere) unilaterala din partea Orange, cu acordarea unui preaviz scris de 3 zile, in cazul obligatiilor cu executare succesiva de catre Furnizor/Partener. Incetarea comenzii nu are niciun efect asupra obligatiilor scadente intre parti.

10. DISPOZITII SPECIALE

Furnizorul/ Partenerul se angajeaza sa pastreze confidentialitatea tuturor informatiilor verbale, scrise (inclusiv in forma electronica) in posesia carora a intrat in legatura cu aceasta comanda si nu va dezvalui aceste informatii nici unei alte persoane (cu exceptia angajatilor si reprezentantilor sai care au nevoie de ele), fara a avea aprobarea prealabila scrisa a Orange. Angajamentul de confidentialitate va ramine in vigoare 5 ani dupa executarea comenzii.

11. LEGEA APLICABILA SI LITIGII

Prezenta comanda se supune legislatiei R. Moldova. Orice litigiu intre parti va fi solutionat de instanta de judecata competenta din Republicii Moldova.

12. PRACTICI ETICE - RESPONSABILITATEA COMPANIEI

Furnizorul/Partenerul declara ca este de acord cu Clauza de Responsabilitate Sociala Corporativa (CSR) si de Conformitate ale I.M. Orange Moldova S.A. disponibile pe www.orange.md.

13. DISPOZITII FINALE

Prin acceptarea comenzii Furnizorul/Partenerul garanteaza ca a analizat si a acceptat integral Termenii si conditiile generale aplicabile comenzilor emise de Orange.

Supplier/Partner will be returned in 3 days from the moment when Orange requires repayment of the money through a written notice with confirmation of receipt.

- unilateral termination by Orange with a prior 3 days? notice for obligations with successive execution by the Supplier/Partner. The order termination does not have any effect on the outstanding parties' obligations.

10. PARTICULARLY PROVISIONS

The Supplier/Partner undertakes to maintain confidential all verbal, written (including electronic) information received in connection with this order, and will not disclose this information to any other person (except employees and their representatives who have a direct need to know them), without the prior written consent of Orange. The confidentiality obligations will remain in force for a five year term after the execution of the order.

11. THE APPLICABLE LAW

The present order will be governed by the Moldovan law. All the disputes will be judged by the competent Moldovan courts of law.

12. ETHICAL PRACTICES - THE RESPONSIBILITY OF THE COMPANY

The Supplier/Partner hereby undertakes to fully comply with the Conformity and Corporate Social Responsibility clause of I.M. Orange Moldova S.A. available at www.orange.md.

13. FINAL PROVISIONS

Through the accepting of the order the Supplier/Partner guarantees that he read and fully accepted the provisions of the "General Terms and conditions applicable to the orders placed by Orange".

ACT DE ACCEPTARE FINALA A SERVICIILOR ACORDATE

DEED OF FINAL ACCEPTANCE OF RENDERED SERVICES

Data/Date 26/02/2018

Ref.: Purchase Order № 123710 date 11/12/2017

Referință: Comanda № 123710 din 11/12/2017

Noi, subsemnați, ORDINATOR în persoana
We undersigned, the PURCHASER in person of Mr.

Natalia CIOCHINA, Facilities Manager
(name, surname and duties)

și ANTREPRENOR în persoana
and the SELLER in person of Mr.

Serghei SINEȚCHI, General Director
(name, surname and duties)

Am întocmit actul prezent privind faptul că serviciile au fost acordate și îndeplinite în stricta corespundere cu condițiile stipulate în caietul de sarcini și proiectul tehnic.

Have drawn the present deed with regard to a fact that the services were rendered and executed according to the strict correspondence of the technical tasks and technical project.

Lucrările beneficiază de un termen de garanție de 1(un) an
The works are subject to a warranty of 1 (one) year .

**Costul comenzii
Order's price**

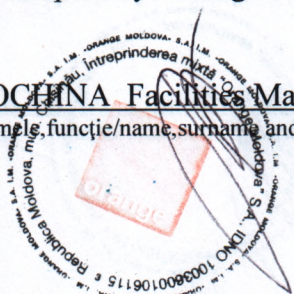
| | | |
|--|---|------------|
| CC2 4 th floor refurbishment / Servicii de reparatie CC2 et.4 | 1 | 3042050.70 |
| Total: | | 3042050.70 |
| TVA 20%: | | 608410.14 |
| Total (inclusiv TVA 20%): | | 3650460.84 |

A primit / Accepted by: Orange Moldova S.A.

A predat / Delivered by: "Profiplast" SRL

Natalia CIOCHINA, Facilities Manager
(prenumele, numele, funcție/name, surname and duties)

General Director Serghei SINEȚCHI
(prenumele, numele, funcție/ name, surname and duties)



Nr. exemplărilor /
№ экземпляров 2

FACTURĂ FISCALĂ
НАЛОГОВАЯ НАКЛАДНАЯ

Seria, Nr.
Серия, № JA5112741

26 februarie 2018

Data eliberării / data învătării
Дата выписки / дата поставки

Profiplast SRL Chisinau, str. Florilor 8/3 ap 81 c/d MD36V1000022510031566MDL B.C. VICTORIA BANK S.A. fil. nr. 3 Chisinau
VICBMD2X416

Orange Moldova SA Chisinau - str. Alba Iulie 75 c/d MD64AG00000225110801767 BC-MOLDOVA-AGROINDBANK S.A. - fil. nr. 4
Chisinau AGRNMD2X887

3. Delegație / data delegatului
Доверенность / дата делегированный

5. Punct încărcare / punct de încărcare
Пункт погрузки

10.1
Denumirea mărfurilor, serviciilor și cod nomenclator al mărfii
Наименование товаров, услуг и номенклатурный код товара

10.2
Unitate de măsură
Единица измерения

10.3
Cantitatea mărfurilor, volumul serviciilor
Количество товаров, объем услуг

10.4
Preț unitar fără TVA, lei
Цена единицы без НДС, леов

10.5
Valoarea totală fără TVA, lei
Общая сумма без НДС, леов

10.6
Cota TVA, %
Ставка НДС, %

10.7
Suma totală a TVA, lei
Общая сумма НДС, леов

10.8
Valoarea mărfurilor, serviciilor, lei
Стоимость товаров, услуг, леов

10.9
Alte informații
Другая информация

10.10
Tip ambalaj
Тип упаковки

10.11
Număr locuri
Количество мест

10.12
Masa brută, tone
Масса брутто, тонн

11. TOTAL (pe pagină) - însumat
Итого (по странице)

12. TOTAL (pe pagină fiscală) / Векс (по налоговой накладной)

13. Permis de circulație / Отпуск разрешительный

14. Predat bunurile / Сдан материальные ценности

15. Primit bunurile / Принят материальные ценности

16. Predat bunurile intermediare (transportatorului) / Сдан материальные ценности посредник (перевозчик)

17. Primit bunurile (serviciile) cumpărătorului / Принят материальные ценности (услуги) покупатель

L.S. / М.П.

8. Foata de parcurs / Путевой лист

9. Transportator

c./ nr. TVA / ф.к./ код НДС

c./ nr. TVA / ф.к./ код НДС

c./ nr. TVA / ф.к./ код НДС

4. Documente anexate / Прилагаемые документы

7. Redirițări / Переадресовки

10.1
Denumirea mărfurilor, serviciilor și cod nomenclator al mărfii
Наименование товаров, услуг и номенклатурный код товара

10.2
Unitate de măsură
Единица измерения

10.3
Cantitatea mărfurilor, volumul serviciilor
Количество товаров, объем услуг

10.4
Preț unitar fără TVA, lei
Цена единицы без НДС, леов

10.5
Valoarea totală fără TVA, lei
Общая сумма без НДС, леов

10.6
Cota TVA, %
Ставка НДС, %

10.7
Suma totală a TVA, lei
Общая сумма НДС, леов

10.8
Valoarea mărfurilor, serviciilor, lei
Стоимость товаров, услуг, леов

10.9
Alte informații
Другая информация

10.10
Tip ambalaj
Тип упаковки

10.11
Număr locuri
Количество мест

10.12
Masa brută, tone
Масса брутто, тонн

11. TOTAL (pe pagină) - însumat
Итого (по странице)

12. TOTAL (pe pagină fiscală) / Векс (по налоговой накладной)

13. Permis de circulație / Отпуск разрешительный

14. Predat bunurile / Сдан материальные ценности

15. Primit bunurile / Принят материальные ценности

16. Predat bunurile intermediare (transportatorului) / Сдан материальные ценности посредник (перевозчик)

17. Primit bunurile (serviciile) cumpărătorului / Принят материальные ценности (услуги) покупатель

L.S. / М.П.

Republica Moldova
Anexa 1 la Ordinul Ministerului Finanțelor al Republicii Moldova
nr.116 din 6 septembrie, 2010
приложение к приказу Министерства Финансов Республики Молдова
№ 115 от 6 сентября 2010 г.



PURCHASE ORDER

| | | | |
|---|-------------|----------------|---------------|
| Purchase order no / Numar comanda | 132512 | CSC no: | |
| Purchase order date / Data comanda | 19-OCT-2018 | LC no: | DIVS/10445/FD |

Supplier / Furnizor

| | |
|---------------------|----------------------------------|
| Supplier / Furnizor | Profiplast SRL |
| Address/ Adresa | str.Florilor 8/3 Chisinau |
| Country/ Tara | Moldova, Republic of |
| Contact | Sinetchi Serghei |
| Tel/Fax | +373 22-21 16 07 |

Purchaser / Cumparator

| | |
|------------------------|-----------------------------------|
| Purchaser / Cumparator | IM Orange Moldova SA |
| Requestor/ Beneficiar | CIOCHINA, Mrs. Natalia |
| Tel | 069198312 |
| E-mail | natalia.ciochina@orange.md |

Invoice address / Adresa facturare

| |
|---|
| IM Orange Moldova SA str. Alba Iulia 75 Chisinau, Moldova, Republic of |
|---|

Purchasing Division / Departament achizitii:

| |
|---|
| BEJAN, Mr. Marian Tel: 069198679 |
|---|

Delivery address/ Adresa livrare

| |
|--|
| Orange Moldova SA str. Alba Iulia 75, Chisinau, MD-2071, Moldova, Republic of |
|--|

Att: **CIOCHINA, Mrs. Natalia**
Tel: **069198312**

*NOTES:

All prices and amounts on this order are expressed in MDL. Purchase order number must be specified on the invoice, otherwise it can't be accepted & paid.
 Toate preturile aferente acestei comenzi sunt exprimate in MDL. Numarul comenzii trebuie sa apara obligatoriu pe factura, altfel aceasta poate fi returnata si refuzata la plata.

| Line no | Description of the goods or services/ Descrierea bunurilor sau serviciilor | UOM / UM | Quantity/ Cantitate | Unit Price, MDL (VAT excl) | Amount, MDL (VAT excl) | Delivery date/ Data livrare |
|--------------|---|----------|------------------------|----------------------------------|------------------------------|--------------------------------|
| 1 | Refurbishment of 2nd and floors Alfa (B2B and IT) | | | | 10,219,557.00 | 31-DEC-2018 |
| TOTAL | | | | | 10,219,557.00 | |

Comments / Comentarii:

| |
|--|
| |
|--|

Payment Conditions/ Conditii de plata

| |
|--|
| |
|--|

Invoice Conditions/ Conditii de facturare

| |
|--|
| |
|--|

Payment terms/ Termeni de plata

| |
|---|
| 25% ADV, 75%-30 Days on delivery |
|---|

Delivery conditions/ Conditii de livrare

| | |
|----------|--|
| Incoterm | |
|----------|--|

JIPA , Ms. Oana
 Head of Purchasing and Supply Chain

ROTARU , Ms. Maria
 Head of Controlling & CFO Deputy

1. DOCUMENTELE NECESARE SI COMANDA

1.1. Comenziile transmise de catre I.M. Orange Moldova S.A. ("Orange") sunt reglementate de prezenti Termeni si conditii generale aplicabile comenzilor emise de Orange ("T&C"), precum si de conditiile cuprinse in comanda (daca nu exista un contract in vigoare semnat intre Orange si Furnizor/Partener inainte de data lansarii comenzii). In caz de contradictie, conditiile specifice cuprinse in comanda emisa prevaleaza asupra prezentei T&C, completandu-se in sa cu acestea acolo unde comanda nu prevede nimic.

1.2. Daca comanda este emisa in baza unui contract in vigoare semnat de ambele parti, atunci prevederile contractului vor prevala asupra comenzii, ambele completandu-se cu prezenti T&C acolo unde acestea nu prevad, cu exceptia situatiei in care comanda face referire expresa la o oferta specifica pentru prestarea unui anumit serviciu, in anumite conditii particulare, caz in care comanda astfel emisa va prevala fata de contract si T&C.

1.3. Data lansarii comenzii este considerata data trimiterii acesteia de Orange (prin e-mail sau fax) catre Furnizor/Partener. O comanda va fi considerata ca fiind acceptata de catre Furnizor/Partener printr-o notificare scrisa (inclusiv prin e-mail, fax) expediată catre Orange in decurs de maxim 3 zile din momentul lansarii ei sau, dupa caz, intr-un alt termen indicat in comanda sau in contract, daca este specificat astfel. Primirea de catre Orange a notificarii de acceptare a comenzii (prin e-mail sau fax) va avea ca efect incheierea unui contract prin mijloc de comunicare la distanta (daca anterior lansarii comenzii nu exista un contract in vigoare cu privire la obiectul comenzii).

2. MODALITATI DE PLATA

2.1. Facturarea: Orice plata se face Furnizorului/Partenerului doar sub rezerva transmiterii/receptionarii sau serviciilor impreuna cu factura si, dupa caz, actul de primire-predare. Conditii de facturare sunt cele mentionate in comanda. Facturarea de catre Furnizor/Partener inainte de termenul stabilit in prezentul articol nu atrage obligatia de plata din partea Orange. Factura va fi emisa in moneda in care au fost exprimate preturile in comanda/contract sau in cazul companiilor moldovenești, pentru care comanda a fost emisa in alta moneda, in lei, la cursul de schimb valutar al BNM din data emiterii facturii.

In absenta unui cadru care sa stabileasca moneda de plata, moneda va fi una dintre urmatoarele: EUR, USD, MDL sau alta moneda functionala a furnizorului, cu conditia ca aceasta sa fie deplin convertibila. Pentru furnizorii straini plata va fi realizata in moneda in care a fost stabilit pretul, iar pentru furnizorii moldovenesti plata se va efectua in MDL, la cursul de schimb valutar oficial al BNM valabil la data emiterii facturii.

Pentru a fi acceptate de catre Orange, facturile trebuie sa fie completate cu toate datele de identificare, ale ambelor parti (denumirea, adresa si codul fiscal, codul TVA, data eliberarii, data livrării, daca ea nu corespunde cu data eliberării, cont bancar) in conformitate cu prevederile Codului Fiscal, precum si cu serviciile prestate si numarul comenzii.

2.2. Comisiunile bancare aferente platilor efectuate in baza prezentei comenzi cad in sarcina partii care efectueaza plata, cu exceptia cazului in care partile au convenit altfel. Sumele datorate in baza prezentei comenzi vor fi platite prin transfer bancar.

2.3. Modalitati de plata: Plata va fi efectuata de Orange conform termenului mentionat in comanda.

3. PENALITATI PRIVIND NEEXECUTAREA COMENZI

In cazul in care Furnizorul/Partenerul intirzie livrarea bunurilor sau executarea serviciilor prevazute in comanda sau nu le executa in conformitate cu comanda, Orange va putea percepe penalitati de intirziere, calculate dupa cum urmeaza: $P \times R / 1000$ unde P - este valoarea penalitatilor - este valoarea la care se aplica penalitatea: aceasta valoare este egala cu valoarea integrala a comenzii in cazul neexecutarii in totalitate a acesteia sau cu valoarea serviciilor ramasa neexecutata - R - este numarul zilelor calendaristice cu care s-a intirziat.

4. TRANSPORTUL SI LIVRAREA

In situatia in care transportul este in sarcina Furnizorului/Partenerului, acesta va asigura transportul pe cheltuiala si riscul sau pina la locul de livrare stabilit prin comanda. In afara celor prevazute mai sus, in caz de accident, pierdere partiala sau totala a transportului, Furnizorul/Partenerul va fi tinut la repararea integrala sau inlocuirea acestuia cu produse identice, in conformitate cu decizia Orange in termenul fixat de aceasta.

5. RECEPTIA

Daca nu este prevazuta nici un fel de operatiune de verificare specifica in vederea receptionarii bunurilor furnizate si/sau a serviciilor prestate, receptia va fi considerata ca fiind efectuata la data la care rezulta acest fapt din orice inscris provenind de la Orange fie ca acesta este un document contabil intern, fie ca reprezinta un act de primire-predare sau corespondenta comerciala cu Furnizorul/Partenerul. In situatia in care Orange va refuza receptia livrării ca fiind neconforma cu comanda/contractul, Furnizorul/Partenerul va fi obligat la preluarea bunurilor furnizate si/sau a serviciilor prestate pe cheltuiala acestuia. Daca executarea comenzii a presupus si efectuarea unor modificari a instalatiilor Orange, Furnizorul/Partenerul va fi obligat sa le readuca in situatia initiala pe cheltuiala sa. In acest caz Orange nu va fi obligat la plata contravalorii bunurilor/serviciilor asa cum au fost stabilite in cadrul comenzii.

6. TRANSFERUL PROPRIETATII SI AL RISCULUI

Transferul drepturilor de proprietate opereaza la momentul efectuării receptiei. Riscul contractului ramine in sarcina Furnizorului/Partenerului pina la momentul efectuării receptiei. Exceptie fac bunurile si serviciile care sunt realizate in conformitate cu specificatiile emise de Orange, specificatii cu privire la care Orange este titularul tuturor drepturilor de proprietate intelectuala in conditiile articolului PROPRIETATE INTELECTUALA din T&C prezente si pentru care transferul drepturilor de proprietate se realizeaza la momentul primirii specificatiilor de catre Furnizor/Partener.

7. GARANTIA OBIECTULUI COMENZI

Fara a aduce incalcare niciunei dispozitii legale aplicabile (ex. garantia minima legala de 2 ani aplicabila bunurilor destinate consumatorilor finali), garantia obiectului comenzii este stabilita la minim 1 an de la data la care este efectuata receptia. Furnizorul/Partenerul se obliga sa remedieze orice defectiuni sau sa inlocuiasca pe cheltuiala sa orice parte a prestatiei sale care se dovedeste a fi nefunctionala sau care functioneaza defectuos, intr-un interval de timp rezonabil, astfel incit sa nu afecteze in nici un fel derularea activitatii in scopul in care a fost comandat. Pe parcursul perioadei de garantie Furnizorul/Partenerul se obliga sa intervina ori de cite ori Orange va reclama lipsa vre-unei functionalitati a bunurilor furnizate si/sau a serviciilor prestate, intr-un interval de timp rezonabil. Daca la expirarea perioadei de garantie, Furnizorul/Partenerul nu a procedat la repararea/inlocuirea necesara, perioada de garantie va fi prelungita pina la executarea completa a obligatiei de garantie. Daca pe perioada de garantie a obiectului comenzii, un defect impiedica buna functionare a bunurilor ce a facut obiectul comenzii si/sau a serviciilor prestate, perioada necesara aducerii la starea de functionare va suspenda perioada de garantie.

8. PROPRIETATE INTELECTUALA

Furnizorul/Partenerul va transfera catre Orange, toate drepturile de proprietate intelectuala asupra Rezultatelor comenzii, din momentul in care acestea au fost realizate. Orange si Furnizorul/Partenerul vor ramine proprietarii drepturilor lor de proprietate intelectuala si industriala detinute anterior emiterii comenzii atasate. Orange nu este responsabil pentru drepturile de proprietate intelectuala contractate de Furnizor/Partener de la terti, in scopul executarii comenzii.

9. INCETAREA COMENZI

-in mod automat, fara interventia instantei de judecata si fara alte formalitati, in cazul in care Furnizorul/Partenerul isi inceteaza activitatea, devine insolubil sau este initiata o procedura de lichidare impotriva acestuia

-rezolutiunea de catre Orange, ca urmare a neexecutarii, executarii cu intirziere sau executarii defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de

1. APLICABLE DOCUMENTS AND ORDER

1.1. The orders placed by Orange Moldova S.A. ("Orange") are governed by these General Terms and Conditions applicable to the Orders placed by Orange (the "T&C"), and also by the conditions enclosed in the order (if there is no valid agreement signed between Orange and the Supplier/Partner prior to the order's placement). In case of discrepancies, the specific conditions enclosed in an order issued without having an agreement in force will prevail over the T&C and shall be completed by the T&C where the order does not stipulate anything.

1.2. If the order is issued under a valid agreement signed by both parties, then the provisions of such agreement will prevail over the order, and both of them will be completed with the present T&C for the case of lacuna provisions, except the situation when the order expressly refers to a referenced offer (specific for the performance of a certain service, in certain particular conditions), in which case such issued order will prevail over the contract and the T&C.

1.3. The order launch date is considered to be the date when the order is sent by Orange (via e-mail or fax) to the Supplier/Partner. An order will be considered accepted by the Supplier/Partner through a written notice sent to Orange (including via e-mail or fax) within 3 days from the launch moment, or within a different term expressly provided in the order or agreement, if applicable. Receipt by Orange of the Supplier/Partner's notice of acceptance will have as effect conclusion of a valid contract between the parties through distance communication means (if prior to the order launch date there is no valid agreement related to the order's object).

2. PAYMENT TERMS

2.1. Invoicing: Any payment will be made to the Supplier/Partner only if the goods/services were delivered/accepted, together with the invoice and, if applicable, the deed of acceptance. The invoicing conditions are mentioned in the order. The invoicing made by the Supplier/Partner before the term established in this clause doesn't trigger a payment obligation from Orange. The invoice shall be issued in the currency of the prices mentioned within the purchase order/contract or in case of Moldovan companies where the purchase order has been issued in other currency, in MDL at the BNM exchange rate valid at the invoicing date.

In the absence of a framework establishing the payment currency, the currency will be one of the following: EUR, USD, MDL or any other supplier's functional currency, under the condition that this currency to be fully convertible. The payment to foreign suppliers will be done in the currency established for the price, while payment to local suppliers will be done in MDL, at the BNM exchange rate valid at the invoicing date.

In order to be accepted by Orange, the invoices should be filled in with all identification data of both parties (entire companies name, full address, fiscal code, VAT code, issued date, delivery date, in case they do not correspond, bank account) pursuant to the provisions of Fiscal Code, as well as with the performed services and order number.

2.2. The bank fees afferent to the payments made based on this Order shall be supported by the Party making the payments, unless otherwise agreed by Parties. The amounts owed based on this Order shall be paid by bank transfer.

2.3. Payment terms: Payment will be made by Orange according to the term mentioned in the order.

3. PENALTIES IN CASE OF ORDER NON-EXECUTION

In case Provider/Partner is late in delivery of goods or performance of the services mentioned in the order or fails to perform them in accordance with the order, IM Orange Moldova SA may calculate and charge delay penalties, as follows: $P \times R / 1000$ where P - represents the value of penalties - is the value to which the penalty applies: this value is equal to the full value of the order in case of failure to fully execute the order, or the amount of non-executed services/ non-delivered goods - R - is the number of calendar days of delay.

4. TRANSPORT AND DELIVERY

If the transport is to be made by the Supplier/Partner, he will ensure the transport on its own expense and risk up to the delivery place as mentioned in the order. In addition to the above mentioned, in case of accident, partial or total loss of shipment, Supplier/Partner will be liable for entire repair or replacement with identical products, in accordance with Orange decision, within the term established by Orange.

5. RECEPTION/ACCEPTANCE

Unless no specific checking operation is mentioned in order to accept/receive the provided goods and/or services, acceptance/reception will be deemed as performed by Orange as of date provided by any written document issued by Orange, such document being either an internal accounting document, a deed of acceptance or commercial correspondence with the Supplier/Partner. If Orange reflects the delivery as non-compliant with the order/contract, the Supplier/Partner has to take over the delivered goods and/or services on his own expense. If order performance involved changes in Orange equipment the Supplier/Partner has to bring them back to the initial condition, at his expense. In such cases, Orange shall not be liable to pay the price of the goods/services as per the order.

6. TRANSFER OF RISKS AND OWNERSHIP

Transfer of ownership (property rights) operates on the goods' reception date. The contractual risk will remain on the Supplier/Partner until the reception date. An exception from this rule will apply to the goods and services performed according to Orange specifications, specifications stressing that Orange is the owner of all intellectual property rights, as described in the article INTELLECTUAL PROPERTY from the present Terms and Conditions and for which the transfer of the property rights occur at the moment when the specifications are received by the Supplier/Partner.

7. WARRANTY

Without limiting any applicable statutory provisions to the contrary (e.g. a minimum 2-year warranty term for goods for the end consumers), the warranty term of the goods and/or services delivered based on the order is set at minimum one year from the reception date. The Supplier/Partner is obliged to repair any malfunction or to replace on his own expense, any part of its deliverable which is not functional or has deficiencies, in a reasonable period of time, in order not to affect in any way the activity for which the good was ordered. During the warranty period, the Supplier /Partner is obliged to settle any issues claimed by Orange regarding any malfunctioning of the goods and/or services delivered under the order in a reasonable period of time. If at the end of the warranty period, the Supplier/Partner did not proceed to the required reparation/replacement, the warranty period will be prolonged until the complete execution of the warranty obligation. If during the warranty period of the goods and/or services delivered based on the order, an error prevents the good functioning of the ordered goods and/or of the provided services, the period needed to remedy the deficiencies (restore normal functioning) will suspend the warranty period.

8. INTELLECTUAL PROPERTY

The Supplier/Partner will transfer to Orange, all intellectual property rights over the results of an order from the moment of their accomplishment. Orange and the Supplier/Partner will remain the rightful owners of the intellectual and industrial rights owned prior to the issue date of the order. Orange is not liable for any intellectual property rights contracted/obtained by the Supplier/Partner from third parties, with the purpose of order execution.

9. ORDER TERMINATION:

-immediately, without court intervention and no preliminary formalities, if the Supplier/ Partner

drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire.

- revocare (reziliere) unilaterala din partea Orange, cu acordarea unui preaviz scris de 3 zile, in cazul obligatiilor cu executare succesiva de catre Furnizor/Partener. Incetarea comenzii nu are niciun efect asupra obligatiilor scadente intre parti.

10. DISPOZITII SPECIALE

Furnizorul/ Partenerul se angajeaza sa pastreze confidentialitatea tuturor informatiilor verbale, scrise (inclusiv in forma electronica) in posesia carora a intrat in legatura cu aceasta comanda si nu va dezvalui aceste informatii nici unei alte persoane (cu exceptia angajatilor si reprezentantilor sai care au nevoie de ele), fara a avea aprobarea prealabila scrisa a Orange. Angajamentul de confidentialitate va ramane in vigoare 5 ani dupa executarea comenzii.

11. LEGEA APLICABILA SI LITIGIU

Prezenta comanda se supune legislatiei R. Moldova. Orice litigiu intre parti va fi solutionat de instanta de judecata competenta din Republicii Moldova.

12. PRACTICI ETICE /RESPONSABILITATEA COMPANIEI SI CODUL DE CONDUITA A FURNIZORULUI

Furnizorul /Partenerul declara ca este de acord cu Clauza de Responsabilitate Sociala Corporativa (CSR) si de Conformitate si Codul de Conduita al Furnizorului ale I.M. Orange Moldova S.A. disponibile de www.orange.md.

13. DISPOZITII FINALE

Prin acceptarea comenzii Furnizorul/Partenerul garanteza ca a analizat si a acceptat integral Termenii si conditiile generale aplicabile comenzilor emise de Orange.

terminates his activity, becomes insolvent or a dissolution procedure will be started against him

-termination by Orange, in case the Supplier/Partner does not fulfill or fail to fulfill properly its obligations to deliver/perform the goods and/or the services as they are specified by the present order. In this situation, the order termination will become effective after a prior 3 days notice sent to the Supplier/Partner, without court intervention, if within the above mentioned notice term the Supplier/Partner did not fulfill its obligation. In this situation, any amount of money paid by Orange to the Supplier/Partner will be returned in 3 days from the moment when Orange requires repayment of the money through a written notice with confirmation of receipt.

- unilateral termination by Orange with a prior 3 days notice for obligations with successive execution by the Supplier/Partner. The order termination does not have any effect on the outstanding parties obligations.

10. PARTICULAR PROVISIONS

The Supplier/Partner undertakes to maintain confidential all verbal, written (including electronic) information received in connection with this order, and will not disclose this information to any other person (except employees and their representatives who have a direct need to know them), without the prior written consent of Orange. The confidentiality obligations will remain in force for a five year term after the execution of the order.

11. THE APPLICABLE LAW

The present order will be governed by the Moldovan law. All the disputes will be judged by the competent Moldovan courts of law.

12. ETHICAL PRACTICES /THE RESPONSIBILITY OF THE COMPANY AND SUPPLIER CODE OF CONDUCT

The supplier/Partner hereby undertakes to fully comply with the Conformity and Corporate Social Responsibility and Supplier Code of Conduct clauses of I.M. Orange Moldova S.A. available at www.orange.md.

13. FINAL PROVISIONS

Through the accepting of the order the Supplier/Partner guarantees that he read and fully accepted the provisions of the "General Terms and conditions applicable to the orders placed by Orange".

ACT DE ACCEPTARE FINALA A SERVICIILOR ACORDATE

DEED OF FINAL ACCEPTANCE OF RENDERED SERVICES

Data/Date 28/12/2018

Ref.: Purchase Order № 132512 date 19/10/2018

Referință: Comanda № 132512 din 19/10/2018

Noi, subsemnați, ORDINATOR în persona
We undersigned, the PURCHASER in person of Mr.

Natalia CIOCHINA, Facilities Manager
(name, surname and duties)

și ANTREPRENOR în persoana
and the SELLER in person of Mr.

Serghei SINETCHI, General Director
(name, surname and duties)

Am întocmit actul prezent privind faptul că serviciile au fost acordate și îndeplinite în stricta corespundere cu condițiile stipulate în caietul de sarcini și proiectul tehnic.

Have drawn the present deed with regard to a fact that the services were rendered and executed according to the strict correspondence of the technical tasks and technical project.

**Costul comenzii
Order's price**

| | | |
|--|---|-------------|
| Refurbishment of 2 nd and floors Alfa (B2B and IT) / Reparatie et.2 si et.3 Alfa (B2B si IT) | 1 | 10219557.00 |
| Total: | | 10219557.00 |
| TVA 20%: | | 2043911.40 |
| Total (inclusiv TVA 20%): | | 12263468.40 |

A primit / Accepted by: Orange Moldova S.A.

A predat / Delivered by: "Profiplast" SRL

Natalia CIOCHINA Facilities Manager
(prenumele, numele, funcție / name, surname and duties)

General Director Serghei SINETCHI
(prenumele, numele, funcție / name, surname and duties)



Ex. 2
Nr. exemplarului
№ экземпляра

FACTURĂ FISCALĂ
НАЛОГОВАЯ НАКЛАДНАЯ

Seria, Nr.
Серия, №



Data eliberării / data livrării: 28 decembrie 2018

Data выписки/дата поставки

8. Foaia de parcurs seria: număr:
Путевой лист серия: номер

data
дата

9. Transportator
Перевозчик

c.f./ nr. TVA
Ф.к./ код НДС

1. Furnizor: Proflplast SRL Chisinau str. Florilor 8/3 ap 81 c/d MD36V1000022510031566MDL B.C. VICTORIABANK'S.A. fil. nr. 3 Chisinau

2. Cumpărător/beneficiar: Orange Moldova SA Chisinau str. Alba Iulie 75 c/d MD64AG00000225110801767 BC MOLDOVA-AGROINDBANK'S.A.

3. Delegație: Delegatul: _____

4. Documente anexate: _____

5. Punct încărcare: _____

6. Punct descărcare: _____

7. Redirițări: _____

| 10.1 | 10.2 | 10.3 | 10.4 | 10.5 | 10.6 | 10.7 | 10.8 | 10.9 | 10.10 | 10.11 | 10.12 |
|--|--------------------|--|---------------------------|-------------------------------|---------------|------------------------|---|-------------------|--------------|--------------|--------------------|
| Denumirea mărfurilor/activelor, serviciilor și codul poziției tarifare și codul poziției activității | Unitatea de măsură | Cantitatea mărfurilor/activelor, volumul serviciilor | Preț unitar fără TVA, lei | Valoarea totală fără TVA, lei | Cota TVA, % | Suma totală a TVA, lei | Valoarea mărfurilor/activelor, serviciilor, lei | Alta informație | Tip ambalaj | Număr locuri | Masa brută, tone |
| Наименование товаров/активов услуг и код товарной позиции товара/актива | Единица измерения | Количество товаров/активов, объем услуг | Цена единицы без НДС, лев | Общая сумма без НДС, лев | Ставка НДС, % | Общая сумма НДС, лев | Стоимость товаров/активов, услуг, лев | Другая информация | Тип упаковки | Кол-во мест | Масса брутто, тонн |
| Servicii de reparatie et 2 si et 3 Alfa (B2B si IT) ref 132512 din 19.10.18 | шт | 1,010 | 219 557,00 | 10 219 557,00 | 20% | 2 043 911,40 | 12 263 468,40 | | | | |
| 11. TOTAL (pe pagină)/Всего (по странице) | | | | | | | | | | | |
| 12. TOTAL (pe factura fiscală)/Всего (по налоговой накладной) | | | | | | | | | | | |
| 13. Permis eliberarea: _____ | | | | | | | | | | | |
| 14. Predat mărfurile/activelor (serviciile): _____ | | | | | | | | | | | |
| 15. Primit mărfurile/activelor intermediarilor (transportatorului): _____ | | | | | | | | | | | |
| 16. Predat mărfurile/activelor intermediarilor (transportatorului): _____ | | | | | | | | | | | |
| 17. Primit mărfurile/activelor (serviciile) cumpărătorului/beneficiarului: _____ | | | | | | | | | | | |



L.S.
M.P.

PURCHASE ORDER

| | | | |
|---|-------------|----------------|---------------|
| Purchase order no / Numar comanda | 139908 | CSC no: | |
| Purchase order date / Data comanda | 11-JUN-2019 | LC no: | DIVS/10445/FD |

Supplier / Furnizor

| | |
|---------------------|----------------------------------|
| Supplier / Furnizor | Profiplast SRL |
| Address/ Adresa | str.Florilor 8/3 Chisinau |
| Country/ Tara | Moldova, Republic of |
| Contact | Sinetchi Serghei |
| Tel/Fax | +373 22-21 16 07 |

Purchaser / Cumparator

| | |
|------------------------|------------------------------|
| Purchaser / Cumparator | IM Orange Moldova SA |
| Requestor/ Beneficiar | CUCU, Ms. Corina |
| Tel | 069197959 |
| E-mail | corina.cucu@orange.md |

Invoice address / Adresa facturare

| |
|---|
| IM Orange Moldova SA str. Alba Iulia 75 Chisinau, Moldova, Republic of |
|---|

Purchasing Division / Departament achizitii:

| |
|---|
| BEJAN, Mr. Marian Tel: 069198679 |
|---|

Delivery address/ Adresa livrare

| |
|--|
| Orange Moldova SA str. Alba Iulia 75, Chisinau, MD-2071, Moldova, Republic of |
|--|

Att: **CUCU, Ms. Corina**
Tel: **069197959**

*NOTES:

All prices and amounts on this order are expressed in MDL. Purchase order number must be specified on the invoice, otherwise it can't be accepted & paid.
 Toate preturile aferente acestei comenzi sunt exprimate in MDL. Numarul comenzii trebuie sa apara obligatoriu pe factura, altfel aceasta poate fi returnata si refuzata la plata.

| Line no | Description of the goods or services/ Descrierea bunurilor sau serviciilor | UOM / UM | Quantity/ Cantitate | Unit Price, MDL (VAT excl) | Amount, MDL (VAT excl) | Delivery date/ Data livrare |
|--------------|---|----------|------------------------|----------------------------|------------------------|--------------------------------|
| 1 | Lucrari de reparative bir.211 AGILE | | | | 2,268,217.00 | 30-JUN-2019 |
| 2 | Sistem Split Independent Mitsubishi (conditioner), of.211 | Piece | 7 | 71918.7 | 503,430.90 | 30-JUN-2019 |
| TOTAL | | | | | 2,771,647.90 | |

Comments / Comentarii:

| |
|--|
| |
|--|

| | | | |
|--|--|------------------------------------|---|
| Payment Conditions/ Conditii de plata | Invoice Conditions/ Conditii de facturare | Payment terms/ Termeni de plata | Delivery conditions/ Conditii de livrare |
| | | 30 days from delivery date | Incoterm |

JIPA , Ms. Oana
 Head of Purchasing and Supply Chain

ROTARU , Ms. Maria
 Head of Controlling & CFO Deputy

1. DOCUMENTELE NECESARE SI COMANDA

1.1. Comenziile transmise de catre I.M. Orange Moldova S.A. ("Orange") sunt reglementate de prezenti Termeni si conditii generale aplicabile comenzilor emise de Orange ("T&C"), precum si de conditiile cuprinse in comanda (daca nu exista un contract in vigoare semnat intre Orange si Furnizor/Partener inainte de data lansarii comenzii). In caz de contradictie, conditiile specifice cuprinse in comanda emisa prevaleaza asupra prezentilor T&C, completandu-se in sa cu acestia acolo unde comanda nu prevede nimic.

1.2. Daca comanda este emisa in baza unui contract in vigoare semnat de ambele parti, atunci prevederile contractului vor prevala asupra comenzii, ambele completandu-se cu prezenti T&C acolo unde acestea nu prevad, cu exceptia situatiei in care comanda face referire expresa la o oferta specifica pentru prestarea unui anumit serviciu, in anumite conditii particulare, caz in care comanda astfel emisa va prevala fata de contract si T&C.

1.3. Data lansarii comenzii este considerata data trimiterii acesteia de Orange (prin e-mail sau fax) catre Furnizor/Partener. O comanda va fi considerata ca fiind acceptata de catre Furnizor/Partener printr-o notificare scrisa (inclusiv prin e-mail, fax) expediată catre Orange in decurs de maxim 3 zile din momentul lansarii ei sau, dupa caz, intr-un alt termen indicat in comanda sau in contract, daca este specificat astfel. Primirea de catre Orange a notificarii de acceptare a comenzii (prin e-mail sau fax) va avea ca efect incheierea unui contract prin mijloc de comunicare la distanta (daca anterior lansarii comenzii nu exista un contract in vigoare cu privire la obiectul comenzii).

2. MODALITATI DE PLATA

2.1. Facturarea: Orice plata se face Furnizorului/Partenerului doar sub rezerva transmiterii/receptionarii sau serviciilor impreuna cu factura si, dupa caz, actul de primire-predare. Conditii de facturare sunt cele mentionate in comanda. Facturarea de catre Furnizor/Partener inainte de termenul stabilit in prezentul articol nu atrage obligatia de plata din partea Orange. Factura va fi emisa in moneda in care au fost exprimate preturile in comanda/contract sau in cazul companiilor moldovenești, pentru care comanda a fost emisa in alta moneda, in lei, la cursul de schimb valutar al BNM din data emiterii facturii.

In absenta unui cadru care sa stabileasca moneda de plata, moneda va fi una dintre urmatoarele: EUR, USD, MDL sau alta moneda functionala a furnizorului, cu conditia ca aceasta sa fie deplin convertibila. Pentru furnizorii straini plata va fi realizata in moneda in care a fost stabilit pretul, iar pentru furnizorii moldovenesti plata se va efectua in MDL, la cursul de schimb valutar oficial al BNM valabil la data emiterii facturii.

Pentru a fi acceptate de catre Orange, facturile trebuie sa fie completate cu toate datele de identificare, ale ambelor parti (denumirea, adresa si codul fiscal, codul TVA, data eliberarii, data livrării, daca ea nu corespunde cu data eliberării, cont bancar) in conformitate cu prevederile Codului Fiscal, precum si cu serviciile prestate si numarul comenzii. In cazul in care furnizorul a schimbat detaliile bancare, acesta trebuie sa notifice Buyerul de contact in timp rezonabil inainte de eliberarea facturii cu noile date de identificare. In cazul in care se emite o factura cu noile date de identificare care nu au fost transmise in prealabil catre Orange pentru informare, Orange Moldova i rezerva dreptul de a o refuza sau a trimite inapoi furnizorului pana cand datele de identificare noi sunt confirmate si verificate de catre Orange.

2.2. Comisiunile bancare aferente platilor efectuate in baza prezentei comenzi cad in sarcina partii care efectueaza plata, cu exceptia cazului in care partile au convenit altfel. Sumele datorate in baza prezentei comenzi vor fi platite prin transfer bancar.

2.3. Modalitati de plata: Plata va fi efectuată de Orange conform termenului mentionat in comanda.

3. PENALITATI PRIVIND NEEXECUTAREA COMENZII

In cazul in care Furnizorul/Partenerul intirzie livrarea bunurilor sau executarea serviciilor prevazute in comanda sau nu le executa in conformitate cu comanda, Orange va putea percepe penalitati de intirziere, calculate dupa cum urmeaza: $P \times R / 1000$ unde P - este valoarea penalitatilor - este valoarea la care se aplica penalitatea; aceasta valoare este egala cu valoarea integrala a comenzii in cazul neexecutarii in totalitate a acesteia sau cu valoarea serviciilor ramasa neexecutata - R - este numarul zilelor calendaristice cu care s-a intirziat.

4. TRANSPORTUL SI LIVRAREA

In situatia in care transportul este in sarcina Furnizorului/Partenerului, acesta va asigura transportul pe cheltuiala si riscul sau pina la locul de livrare stabilit prin comanda. In afara celor prevazute mai sus, in caz de accident, pierdere partiala sau totala a transportului, Furnizorul/Partenerul va fi tinut la repararea integrala sau inlocuirea acestuia cu produse identice, in conformitate cu decizia Orange in termenul fixat de aceasta.

5. RECEPTIA

Daca nu este prevazuta nici un fel de operatiune de verificare specifica in vederea receptionarii bunurilor furnizate si/sau a serviciilor prestate, receptia va fi considerata ca fiind efectuată la data la care rezulta acest fapt din orice inregistrare provenind de la Orange fie ca acesta este un document contabil intern, fie ca reprezinta un act de primire-predare sau corespondenta comerciala cu Furnizorul/Partenerul. In situatia in care Orange va refuza receptia livrării ca fiind neconforma cu comanda/contractul, Furnizorul/Partenerul va fi obligat la preluarea bunurilor furnizate si/sau a serviciilor prestate pe cheltuiala acestuia. Daca executarea comenzii a presupus si efectuarea unor modificari a instalatiilor Orange, Furnizorul/Partenerul va fi obligat sa le reauda in situatia initiala pe cheltuiala sa. In acest caz Orange nu va fi obligat la plata contravalorii bunurilor/serviciilor asa cum au fost stabilite in cadrul comenzii.

6. TRANSFERUL PROPRIETATII SI AL RISCULUI

Transferul drepturilor de proprietate opereaza la momentul efectuării receptiei. Riscul contractului ramine in sarcina Furnizorului/Partenerului pina la momentul efectuării receptiei. Exceptie fac bunurile si serviciile care sunt realizate in conformitate cu specificatiile emise de Orange, specificati cu privire la care Orange este titularul tuturor drepturilor de proprietate intelectuala in conditiile articolului PROPRIETATE INTELECTUALA din T&C prezente si pentru care transferul drepturilor de proprietate se realizeaza la momentul primirii specificatiilor de catre Furnizor/Partener.

7. GARANTIA OBIECTULUI COMENZII

Fara a aduce incalcarei niciunei dispozitii legale aplicabile (ex. garantia minima legala de 2 ani aplicabila bunurilor destinate consumatorilor finali), garantia obiectului comenzii este stabilita la minim 1 an de la data la care este efectuată receptia. Furnizorul/Partenerul se obliga sa remedieze orice defectiuni sau sa inlocuiasca pe cheltuiala sa orice parte a prestatiei sale care se dovedeste a fi nefunctionala sau care functioneaza defectuos, intr-un interval de timp rezonabil, astfel incit sa nu afecteze in nici un fel derularea activitatii in scopul in care a fost comandat. Pe parcursul perioadei de garantie Furnizorul/Partenerul se obliga sa intervină ori de cite ori Orange va reclama lipsa vre-unei functionalitati a bunurilor furnizate si/sau a serviciilor prestate, intr-un interval de timp rezonabil. Daca la expirarea perioadei de garantie, Furnizorul/Partenerul nu a procedat la repararea/inlocuirea necesara, perioada de garantie va fi prelungita pina la executarea completa a obligatiilor de garantie. Daca pe perioada de garantie a obiectului comenzii, un defect impiedica buna functionare a bunurilor ce a facut obiectul comenzii si/sau a serviciilor prestate, perioada necesara aducerii la starea de functionare va suspenda perioada de garantie.

8. PROPRIETATE INTELECTUALA

Furnizorul/Partenerul va transfera catre Orange, toate drepturile de proprietate intelectuala asupra Rezultatelor comenzii, din momentul in care acestea au fost realizate. Orange si Furnizorul/Partenerul vor ramine proprietarii drepturilor lor de proprietate intelectuala si industrială detinute anterior emiterii comenzii atasate. Orange nu este responsabil pentru drepturile de proprietate intelectuala contractate de Furnizor/Partener de la terti, in scopul executării comenzii.

9. INCETAREA COMENZII:

-in mod automat, fara interventia instantei de judecata si fara alte formalitati, in cazul in care

1. APLICABLE DOCUMENTS AND ORDER

1.1. The orders placed by Orange Moldova S.A. ("Orange") are governed by these General Terms and Conditions applicable to the Orders placed by Orange (the "T&C"), and also by the conditions enclosed in the order (if there is no valid agreement signed between Orange and the Supplier/Partner prior to the order's placement). In case of discrepancies, the specific conditions enclosed in an order issued without having an agreement in force will prevail over the T&C and shall be completed by the T&C where the order does not stipulate anything.

1.2. If the order is issued under a valid agreement signed by both parties, then the provisions of such agreement will prevail over the order, and both of them will be completed with the present T&C for the case of lack of provisions, except the situation when the order expressly refers to a referenced offer (specific for the performance of a certain service, in certain particular conditions), in which case such issued order will prevail over the contract and the T&C.

1.3. The order launch date is considered to be the date when the order is sent by Orange (via e-mail or fax) to the Supplier/Partner. An order will be considered accepted by the Supplier/Partner through a written notice sent to Orange (including via e-mail or fax) within 3 days from the launch moment, or within a different term expressly provided in the order or agreement, if applicable. Receipt by Orange of the Supplier/Partner's notice of acceptance will have as effect conclusion of a valid contract between the parties through distance communication means (if prior to the order launch date there is no valid agreement related to the order's object).

2. PAYMENT TERMS

2.1. Invoicing: Any payment will be made to the Supplier/Partner only if the goods/services were delivered/accepted, together with the invoice and, if applicable, the deed of acceptance. The invoicing conditions are mentioned in the order. The invoicing made by the Supplier/Partner before the term established in this clause doesn't trigger a payment obligation from Orange. The invoice shall be issued in the currency of the prices mentioned within the purchase order/contract or in case of Moldovan companies where the purchase order has been issued in other currency, in MDL at the BNM exchange rate valid at the invoicing date.

In the absence of a framework establishing the payment currency, the currency will be one of the following: EUR, USD, MDL or any other supplier's functional currency, under the condition that this currency to be fully convertible. The payment to foreign suppliers will be done in the currency established for the price, while payment to local suppliers will be done in MDL, at the BNM exchange rate valid at the invoicing date.

In order to be accepted by Orange, the invoices should be filled in with all identification data of both parties (entire companies name, full address, fiscal code, VAT code, issued date, delivery date, in case they do not correspond, bank account) pursuant to the provisions of Fiscal Code, as well as with the performed services and order number. In case supplier has changed his bank details, he has to notify the contact Buyer in due time before and prior to any invoice release with new identification data. In case a invoice with new identification data which was not prior sent to Orange for information is issued, Orange Moldova reserves the right to refuse it and sent it back to supplier till new identification data are confirmed and verified by Orange.

2.2 The bank fees afferent to the payments made based on this Order shall be supported by the Party making the payments, unless otherwise agreed by Parties. The amounts owed based on this Order shall be paid by bank transfer.

2.3. Payment Terms: Payment will be made by Orange according to the term mentioned in the order.

3. PENALTIES IN CASE OF ORDER NON-EXECUTION

In case Provider/Partner is late in delivery of goods or performance of the services mentioned in the order or fails to perform them in accordance with the order, IM Orange Moldova SA may calculate and charge delay penalties, as follows: $P \times R / 1000$ where P- represents the value of penalties - is the value to which the penalty applies: this value is equal to the full value of the order in case of failure to fully execute the order, or the amount of non-executed services/ non-delivered goods - R - is the number of calendar days of delay.

4. TRANSPORT AND DELIVERY

If the transport is to be made by the Supplier/Partner, he will ensure the transport on its own expense and risk up to the delivery place as mentioned in the order. In addition to the above mentioned, in case of accident, partial or total loss of shipment, Supplier/Partner will be liable for entire repair or replacement with identical products, in accordance with Orange decision, within the term established by Orange.

5. RECEPTION/ACCEPTANCE

Unless no specific checking operation is mentioned in order to accept/receive the provided goods and/or services, acceptance/reception will be deemed as performed by Orange as of date provided by any written document issued by Orange, such document being either an internal accounting document, a deed of acceptance or commercial correspondence with the Supplier/Partner. If Orange rejects the delivery as non-compliant with the order/contract, the Supplier/Partner has to take over the delivered goods and/or services on his own expense. If order performance involved changes in Orange equipment the Supplier/Partner has to bring them back to the initial condition, at his expense. In such cases, Orange shall not be liable to pay the price of the goods/services as per the order.

6. TRANSFER OF RISK AND OWNERSHIP

Transfer of ownership (property rights) operates on the goods' reception date. The contractual risk will remain on the Supplier/Partner until the reception date. An exception from this rule will apply to the goods and services performed according to Orange specifications, specifications stressing that Orange is the owner of all intellectual property rights, as described in the article INTELLECTUAL PROPERTY from the present Terms and Conditions and for which the transfer of the property rights occur at the moment when specifications are received by the Supplier/Partner.

7. WARRANTY

Without limiting any applicable statutory provisions to the contrary (e.g. a minimum 2-year warranty term for goods for the end consumers), the warranty term of the goods and/or services delivered based on the order is set at minimum one year from the reception date. The Supplier/Partner is obliged to repair any malfunction or to replace on his own expense, any part of its deliverable which is not functional or has deficiencies, in a reasonable period of time, in order not to affect in any way the activity for which the good was ordered. During the warranty period, the Supplier/Partner is obliged to settle any issues claimed by Orange regarding any malfunctioning of the goods and/or services delivered under the order in a reasonable period of time. If at the end of the warranty period, the Supplier/Partner did not proceed to the required repair/replacement, the warranty period will be prolonged until the complete execution of the warranty obligation. If during the warranty period of the goods and/or services delivered based on the order, an error prevents the good functioning of the ordered goods and/or of the provided services, the period needed to remedy the deficiencies (restore normal functioning) will suspend the warranty period.

8. INTELLECTUAL PROPERTY

The Supplier/Partner will transfer to Orange, all intellectual property rights over the results of an order from the moment of their accomplishment. Orange and the Supplier/Partner will

Furnizorul/Partenerul isi inceteaza activitatea, devine insolubil sau este initiata o procedura de lichidare impotriva acestuia

-rezolutiunea de catre Orange, ca urmare a neexecutarii, executarii cu intarziere sau executarii defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisoare recomandata, cu confirmare de primire

- revocare (reziliere) unilaterala din partea Orange, cu acordarea unui preaviz scris de 3 zile, in cazul obligatiilor cu executare succesiva de catre Furnizor/Partener. Incetarea comenzii nu are niciun efect asupra obligatiilor scadente intre parti.

10. DISPOZITII SPECIALE

Furnizorul / Partenerul se angajeaza sa pastreze confidentialitatea tuturor informatiilor verbale, scrise (inclusiv in forma electronica) in posesia carora a intrat in legatura cu aceasta comanda si nu va dezvalui aceste informatii nici unei alte persoane (cu exceptia angajatilor si reprezentantilor sai care au nevoie de ele), fara a avea aprobarea prealabila scrisa a Orange. Angajamentul de confidentialitate va ramine in vigoare 5 ani dupa executarea comenzii.

11. LEGEA APLICABILA SI LITIGII

Prezenta comanda se supune legislatiei R. Moldova. Orice litigiu intre parti va fi solutionat de instanta de judecata competenta din Republicii Moldova.

12. PRACTICI ETICE - RESPONSABILITATEA COMPANIEI SI CODUL DE CONDUITA A FURNIZORULUI

Furnizorul /Partenerul declara ca este de acord cu Clauza de Responsabilitate Sociala Corporativa (CSR), de Conformitate si Codul de Conduita al Furnizorului ale I.M. Orange Moldova S.A. disponibile de www.orange.md.

13. DISPOZITII FINALE

Prin acceptarea comenzii Furnizorul/Partenerul garanteza ca a analizat si a acceptat integral Termenii si conditiile generale aplicabile comenzilor emise de Orange.

remain the rightful owners of the intellectual and industrial rights owned prior to the issue date of the order. Orange is not liable for any intellectual property rights contracted/obtained by the Supplier/Partner from third parties, with the purpose of order execution.

9. ORDER TERMINATION:

-immediately, without court intervention and no preliminary formalities, if the Supplier/ Partner terminates his activity, becomes insolvent or a dissolution procedure will be started against him

-termination by Orange, in case the Supplier/Partner does not fulfill or fail to fulfill properly its obligations to deliver/perform the goods and/or the services as they are specified by the present order. In this situation, the order termination will become effective after a prior 3 days notice sent to the Supplier/Partner, without court intervention, if within the above mentioned notice term the Supplier/Partner did not fulfill its obligation. In this situation, any amount of money paid by Orange to the Supplier/Partner will be returned in 3 days from the moment when Orange requires repayment of the money through a written notice with confirmation of receipt.

- unilateral termination by Orange with a prior 3 days notice for obligations with successive execution by the Supplier/Partner. The order termination does not have any effect on the outstanding parties obligations.

10. PARTICULAR PROVISIONS

The Supplier/Partner undertakes to maintain confidential all verbal, written (including electronic) information received in connection with this order, and will not disclose this information to any other person (except employees and their representatives who have a direct need to know them), without the prior written consent of Orange. The confidentiality obligations will remain in force for a five year term after the execution of the order.

11. THE APPLICABLE LAW

The present order will be governed by the Moldovan law. All the disputes will be judged by the competent Moldovan courts of law.

12. ETHICAL PRACTICES - THE RESPONSIBILITY OF THE COMPANY AND SUPPLIER CODE OF CONDUCT

The supplier/Partner hereby undertakes to fully comply with the Corporate Social Responsibility, Compliance and Supplier Code of Conduct clauses of I.M. Orange Moldova S.A. available at www.orange.md.

13. FINAL PROVISIONS

Through the accepting of the order the Supplier/Partner guarantees that he read and fully accepted the provisions of the "General Terms and conditions applicable to the orders placed by Orange".

FACTURĂ FISCALĂ
НАЛОГОВАЯ НАКЛАДНАЯ

Seria, Nr.
Серия, №



1A0362078

Data eliberării / data livrării: 14 iunie 2019
Дата выписки/дата поставки

8. Foaie de parcurs seria: _____ număr: _____ data: _____
Листовой лист серия номер
9. Transportator перевозчик

1. Furnizor: **Profibrast SRL Chisinau str. Florilor 8/3 ap 81 c/d MD36V000022510031566MDL В.С. ВІСТОРИАВАНК.С.А. ф.п.п. 3 Chisinau**
Поставщик: **ВІСВІМД2Х416**
2. Cumpărător/beneficiar: **OTVINGE Moldova SA Chisinau str. Alba Iulie 75 c/d MD64AG00000225110801767 ВСМОЛДОВА-АГРОИНДВАНК.С.А. ф.п.п. 4**
Получатель/покупатель: **Chisinau AGRIMD2X887**
3. Delegație: _____ data: _____
Делегированный: _____ дата: _____
4. Documente anexate прилагаемые документы
5. Punct încărcare Пункт погрузки

| 10.1 Denumirea mărfurilor/activelor, serviciilor și codul poziției tarifare al mărfurilor/activelor Наименование товаров/активов, услуг и код товарной позиции товара/актива | 10.2 Unitatea de măsură Единица измерения | 10.3 Cantitatea mărfurilor/activelor Количество товаров/активов | 10.4 Preț unitar fără TVA, lei Цена единицы без НДС, лев | 10.5 Valoarea totală fără TVA, lei Общая сумма без НДС, лев | 10.6 Cota TVA, % Ставка НДС, % | 10.7 Suma totală a TVA, lei Общая сумма НДС, лев | 10.8 Valoarea mărfurilor/activelor, serviciilor, lei Стоимость товаров/услуг, лев | 10.9 Așa informație Другая информация | 10.10 Tip ambalaj Тип упаковки | 10.11 Număr locuri Количество мест | 10.12 Masa brută, tone Масса брутто, тонн |
|--|---|---|--|---|--------------------------------------|--|---|---|--------------------------------------|--|---|
| | | | | | | | | | | | |
| 10.1 Servicii de reparatie bir 211 AGILE ref 139908 din 11.06.19 Систем Split Independent Mitsubishi(conditioner) of 211 | 10.2 ШТ | 1,000 | 2 268 217,00 | 2 268 217,00 | 20% | 453 643,40 | 2 721 860,40 | | | | |
| | ШТ | 7,000 | 71 918,70 | 503 430,90 | 20% | 100 686,18 | 604 117,08 | | | | |
| 11. TOTAL (pe regiuni) / всего (по стране) | | | 2 771 647,90 | 554 329,58 | X | 3 325 977,48 | | | X | X | X |
| 12. TOTAL (pe regiuni) / всего (по negotioi naclonoi) | | | 2 771 647,90 | 554 329,58 | X | 3 325 977,48 | | | X | X | X |

13. Punct de eliberare: _____
ОТД: _____
14. Punct de marfuri/activare (serviciile): _____
Склад товаров/активов (услуги): _____
15. Punct de marfuri/activare (transportator): _____
Склад товаров/активов перевозчик: _____
16. Punct de marfuri/activare (transportator): _____
Склад товаров/активов перевозчик: _____
17. Punct de marfuri/activare (serviciile) cumpărătorului/beneficiarului:
Принят товаров/активов (услуги) покупателем/получателем: _____

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись



ACT DE ACCEPTARE FINALA A SERVICIILOR ACORDATE

DEED OF FINAL ACCEPTANCE OF RENDERED SERVICES

Data/Date 14/06/2019

Ref.: Purchase Order № 139908 date 11/06/2019

Referință: Comanda № 139908 din 11/06/2019

Noi, subsemnați, ORDINATOR în persona
We undersigned, the PURCHASER in person of Mr.

Natalia CIOCHINA, Facilities Manager
(name, surname and duties)

și ANTREPRENOR în persoana
and the SELLER in person of Mr.

Serghei SINETCHI, General Director
(name, surname and duties)

Am întocmit actul prezent privind faptul că serviciile au fost acordate și îndeplinite în stricta corespundere cu condițiile stipulate în caietul de sarcini și proiectul tehnic.

Have drawn the present deed with regard to a fact that the services were rendered and executed according to the strict correspondence of the technical tasks and technical project.

**Costul comenzii
Order's price**

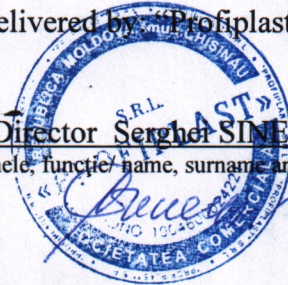
| | | |
|---|---|------------|
| Lucrari de reparative bir.211 AGILE | 1 | 2268217.00 |
| Sistem Split Independent Mitsubishi (conditioner), of.211 | 7 | 503430.90 |
| Total: | | 2771647.90 |
| TVA 20%: | | 554329.58 |
| Total (inclusiv TVA 20%): | | 3325977.48 |

A primit / Accepted by: Orange Moldova S.A.

A predat / Delivered by: "Profiplast" SRL

Natalia CIOCHINA Facilities Manager
(prenumele, numele, funcție / name, surname and duties)

General Director Serghei SINETCHI
(prenumele, numele, funcție / name, surname and duties)



CHESTIONAR DE EVALUARE A SATISFACTIEI CLIENTULUI

Stimate Client,

Politica în domeniul managementului calitatii, precum și obiectivele stabilite prevăd furnizarea de servicii care satisfac așteptările și necesitățile clienților noștri, respectând cerințele legale aplicabile și alte cerințe la care am subscris.

Chestionarul își propune să afle opinia dumneavoastră referitor la calitatea serviciilor noastre și să ne sprijine în procesul de îmbunătățire, în strânsa corelare cu toate aspectele ce decurg din colaborarea noastră.

Vă rugăm să aveți amabilitatea de a răspunde întrebărilor cuprinse în chestionar, bifând varianta agreată.

| | | | | |
|--|-------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Client / Date de identificare | <i>Cucu Corina</i> | | | |
| Persoana (funcție, nume) care completează chestionarul | <i>Administ. de oficiu</i> | | | |
| Data: | <i>03.07.2020</i> | | | |
| 2. Serviciu comandat | <i>Reparație</i> | | | |
| 3. INTREBARI* | 3p | 2p | 1p | 0p |
| <small>*Punctajul se va acorda astfel: 3p-Opinie – Foarte buna/DA; 2p-Opinie Buna; 1p-Opinie-Satisfacatoare; 0p-Opinie-Nesatisfacatoare/NU.</small> | | | | |
| 3.1. Calitatea produselor si serviciilor Comentarii: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.2. Gradul în care au fost respectate cerințele clienților Comentarii: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.3. Respectarea termenelor stabilite, conform contractelor Comentarii: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.4. Promptitudinea și cooperarea personalului Comentarii: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.5. Păreră clientului asupra realizării produselor /serviciilor /nevoilor proprii, prin utilizarea produselor / serviciilor oferite de societate Comentarii: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.6. Raportul calitate/preț pentru produsele / serviciile oferite Comentarii: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.7. Produsele si serviciile achiziționate vă satisfac din punct de vedere al respectării așteptarilor personale și sociale? Comentarii: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



Nota: Se completează de SC "PROFIPLAST" S.R.L.

Au fost înregistrate reclamații fondate? / Motiv: _____

Punctajul se acordă astfel:

3p-Opinie – Foarte bună/DA; **2p**-Opinie – Buna; **1p**-Opinie – Satisfacatoare; **0p**-Opinie – Nesatisfacatoare/NU.

Gradul de satisfacție se acordă astfel: 0-6p – Nemulțumit; 7-13p – Mulțumit ; 14-21p – Foarte Mulțumit.

PUNCTAJ TOTAL 21 → **Gradul de satisfacție obținut este:** foarte mulțumit

Chestionarul a fost analizat de: Cercasova Anna

Propuneri de îmbunătățire: menținerea continuă nivelului înalt de satisfacție a clientului