

DATED

1<sup>st</sup> September 2021

(1) IVECO S.p.A.

- and -

(2) EAST-TEST S.R.L.

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**IVECO VEHICLE DISTRIBUTORSHIP AGREEMENT  
COMMERCIAL VEHICLES RANGE**

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IVECO S.p.A.

EAST-TEST S.R.L.

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## IVECO VEHICLE DISTRIBUTORSHIP AGREEMENT

This Agreement is made as of the 1<sup>st</sup> day of September, 2021 by and between Iveco S.p.A., a company duly organised and existing under the laws of Italy, having its registered office at Via Puglia 35, 10156, Turin (Italy), (hereinafter referred to as "Iveco")

and

EAST-TEST S.R.L., a company duly organised and existing under the laws of Moldova, having its registered office at str. Cucurilor 14, 2020 Chisinau, Moldova, (hereinafter referred to as "the Distributor")

WHEREAS Iveco is in the business of developing, manufacturing and marketing commercial vehicles and relevant components and parts thereof throughout the European Union;

WHEREAS Iveco is willing (a) to distribute and service the Contract Vehicles, by establishing and maintaining a qualitative selective distribution system and (b) to set forth sets of qualitative criteria to be uniformly applied to his Distributors;

WHEREAS the Distributor desires to distribute the Contract Vehicles for its own benefit and with the aim to contribute to the success of Iveco commercial network and the overall satisfaction of the Iveco customers;

WHEREAS Iveco and the Distributor jointly recognise and acknowledge that, by executing this Distributorship Agreement, they are confirming their willingness to comply with applicable laws and regulations;

WHEREAS Iveco and the Distributor acknowledge and agree that, in the event Iveco and the Distributor have also executed an agreement for the service of Iveco Vehicles and sale of Iveco spare parts, this Distributorship Agreement is inherently and functionally connected to said agreement, in consideration of the personal nature of the overall relationship existing between the Distributor and Iveco;

NOW THEREFORE, in consideration of the recitals which are an integral part of this Distribution Agreement Iveco and the Distributor agree as follows

### SECTION I. DEFINITIONS AND SCOPE OF THE AGREEMENT

#### 1. DEFINITIONS

##### 1.1. Definitions

The following definitions shall apply throughout this Agreement:

1.1.1. "Agreement" or "Distributorship Agreement" shall mean this vehicle distributorship agreement;

1.1.2. "Authorised Repairer" shall mean the repairer appointed by an Iveco Authorised Service and Parts Dealer with the consent of the Manufacturer or by the Manufacturer for the service of the Iveco Vehicles;

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- 1.1.16. "Regulation" shall mean Regulation (EC) 330/2010 of the European Commission of the 20<sup>th</sup> of April 2010 on the application of art. 101, paragraph 3, of the Treaty on the functioning of the European Union to categories of vertical agreements and concerted practices;
- 1.1.17. "Similar Vehicles" shall mean vehicles corresponding to a model included in the Contract Vehicles, that is to say new motor vehicles and chassis that are of the same description as Contract Vehicles, are distributed in the EU or in the EEA by (or with the consent of) the Manufacturer and are the subject of distribution agreements with an Iveco Authorized Distributor;
- 1.1.18. "Sub-Distributor" shall mean a third party appointed by the Distributor pursuant to Article 24 of this Agreement for the sale of Iveco Vehicles;
- 1.1.19. "Undertaking of the Iveco Network" shall mean an Iveco Company and/or an Iveco Authorised Distributor and/or Iveco Authorised SP Distributor.

#### 1.2. Additional Definitions

- 1.2.1. The terms "distribution", "distribute" and "sell" shall cover all forms of sale and supply, including leasing and hire purchase.
- 1.2.2. "Person" shall mean any individual, firm or undertaking.
- 1.2.3. The term "resale" shall include all transactions by which a physical or legal person acquires the title to a vehicle for his own account with the objective of selling the same as new, irrespective of the legal description or format of the transactions which effects such sale.

## 2. SCOPE OF THE AGREEMENT

### 2.1. Scope of the Agreement

- 2.1.1. This Agreement sets out the terms and conditions in accordance with which the Distributor is entrusted with the distribution of Iveco Vehicles and pursuant to which Iveco shall supply the Distributor with the Contract Vehicles, for the purpose of resale.

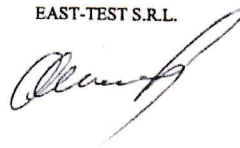
### 2.2. Compliance with the Regulation

- 2.2.1. The Parties shall at all times behave, both in relation to matters contained in this Agreement and matters which are not contemplated by this Agreement, in such a manner that this Agreement either benefits from the exemption provided for by the Regulation or is in compliance with Article 101 of the European Treaty.
- 2.2.2. Neither party shall have the right to claim from the other party any indemnity or compensation if such party waives any right whatsoever provided for by this Agreement, if (a) such waiver constitutes the object of a specific request by the authorities in charge of the application of the Regulation; and (b) the party to which such request has been addressed deems reasonable, at its own discretion, to comply with such request.

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remedy by the Distributor within such reasonable time, Iveco shall have the right to enforce the provisions of article 45.1.2. (d) of this Agreement.

42.1.5. For the purposes of this article Qualitative Criteria shall mean the criteria set forth in Annex F. Iveco will yearly forward to the Distributor a list of Iveco Authorised Distributors in MARKET.

*42.2. Modifying and Updating the Qualitative Criteria*

42.2.1. Iveco shall have the right to periodically review and update but not before one year from the last reviewing or updating the Qualitative Criteria, by modifying them or introducing new criteria, provided always that such modifications or additions shall always be reasonable, non-discriminatory and linked to objective market reasons.

*42.3. Reasonable advance notice when modifying the Qualitative Criteria*

42.3.1. Whenever Iveco decides to modify and update any Qualitative Criteria, Iveco shall give reasonable prior notice to the Distributor, and to all other Iveco Authorised Distributors in the MARKET in any event being no less than six (6) months, and the Distributor shall be bound to put in place any and all the actions required to comply with the modified and updated Qualitative Criteria within the notice period.

*42.4. Assessing the continuous compliance with the Qualitative Criteria*

42.4.1. During the term of this Distributorship Agreement, Iveco shall have the right to assess, either directly or through third parties, that the Distributor and its Sub-Distributors, if any, is in compliance with the Qualitative Criteria.

42.4.2. In the event of disagreement, the Parties may resort to Article 59 of this Agreement.

**SECTION IX. DURATION AND TERMINATION**

**43. ENTRY INTO FORCE AND DURATION**

*43.1. Entry into force and Duration*

43.1.1. This Agreement shall enter into force on 1<sup>st</sup> of September 2021 and shall remain into force and effect unless terminated under the provisions hereof.

*No indemnity in case of suspension or termination*

Neither the suspension of performance pursuant to Article 45.1.1. below nor the termination of this Agreement in accordance with Articles 44, 45 or 46 shall entitle either party to this Agreement to claim from the other party any indemnity or compensation of whatsoever nature relating only to the fact either of suspension of performance or termination of this Agreement. Neither this provision nor termination of this Agreement shall prejudice any right to which either party may be entitled in connection with any breach of this Agreement by the other party.

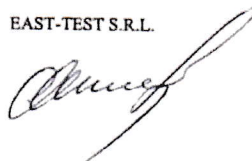
**44. TERMINATION AT WILL**

*44.1. Termination by 12 months prior notice*

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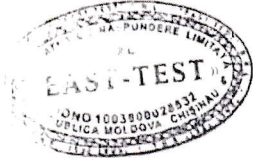
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63. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in two duplicate originals by their duly authorized representatives as of the day and year first above written. Each party acknowledges having received one original copy.

Signature of Distributor's Authorized  
Executive Officer



*[Handwritten Signature]*  
Name MARARITA MIHAI  
Dated 01.09.21

\*Witness to Signature of Distributor's  
Authorized Executive Officer

Name MARARITA VERA *[Handwritten Signature]*  
Dated 01.09.21  
Name .....  
Dated .....

Signature of Iveco's Authorized  
Executive Officer

*[Handwritten Signature]*  
Dated 01.09.2021 S.R.L.  
Sales & Marketing Central Europe  
10156 Torino, Lungo Siura Lazio 49



*[Handwritten Signature]*



**Annexe E - Page 2**

2. Premises

of Societatea cu Răspundere Limitată EAST-TEST

trading as EAST-TEST S.R.L.

Principal Trading Address from which the Distributor will perform its obligations under this Agreement

**Str. Cucorilor 14,  
MD-2020 Chisinau,  
Moldova**

Other Addresses from which the Distributor performs its obligations under this Agreement with relevant trading names

NONE

The name and address of any Group Head office or operation other than above relating to the Distributor.

NONE

Iveco S.p.A.



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