



**CONTRACT COMERCIAL PRIVIND ACHIZITIA DE PRODUSE**

nr. 2/19 din 01.01.2019

Prezentul contract („Contractul”) este incheiat intre:

1. IM „Porco Bello” SRL, cu sediul in orasul Chisinau, strada Mihai Viteazul, nr. 17, inregistrata la Camera Inregistrarii de Stat sub nr. 1008600059515 din data de 08.12.2008, contul bancar MD26EN0000022241434895 deschis la BC „Energbank” SA suc. Centru, reprezentata de Volentchi Andrei, in calitate de Director general, denumita in continuare „Furnizor”.

si

2. **ICS METRO Cash & Carry Moldova SRL**, cu sediul in mun. Chisinau, com. Stauceni, str. Chisinaului 5, inregistrata la Camera Inregistrarii de Stat sub nr. 1004601002738, avind urmatoarele conturi MD57VI000000002251521105(EUR); MD15VI000000002251821106(USD); MD96VI000002251621102 (MDL), deschise la BC „Victoriabank” SA, fil. Nr. 21 Chisinau, VICBMD2X486, reprezentata legal prin Dl. Karoly Szalai si Dl. Martinov Serghei, ambii Administratori denumita in continuare „Cumparator”

Furnizorul si Cumparatorul vor fi denumiti in cele ce urmeaza in mod individual „Partea” si colectiv, „Partile” la acest Contract.

**PREAMBUL**

Avand in vedere ca Cumparatorul comanda si cumpara bunurile de la Furnizor in conformitate cu prevederile acestui Contract, in termenii si conditiile mentionate in Anexa nr. 1 „Acordul privind Termenii de Comercializare” denumit in cele ce urmeaza „ATC”, si/sau agreeati suplimentar in scris intre Furnizor si Cumparator.

Partile convin urmatoarele:

**1 OBIECTUL CONTRACTULUI**

1.1 Obiectul prezentului Contract il reprezinta vanzarea si livrarea de catre Furnizor, respectiv achizitionarea si receptia de catre Cumparator a Produselor mentionate in comanda emisa de



**COMMERCIAL AGREEMENT FOR THE PURCHASE OF GOODS**

no. 2/19 of 01.01.2019

This agreement (the “Agreement”) is concluded between:

1. IM „Porco Bello” SRL, having its head office in Chisinau, Street N. Vitazul no. 17, floor    , apartment    , county Moldova, having the Registration Code 1008600059515, dated 08.12.08, fiscal attribute 1008600059515, registered with the Trade Registry under number    , bank account MD26EN0000022241434895 opened at BC „Energbank” SA, represented by Volentchi Andrei, as General Director, hereinafter referred to as „Supplier”.

and

2. **ICS METRO Cash & Carry Moldova SRL**, having its head office in Chisinau, Stauceni, 5 Chisinaului Street, registered with the competent authority under number 1004601002738, bank accounts MD57VI000000002251521105(EUR); MD15VI000000002251821106(USD); MD96VI000002251621102 (MDL), opened at BC „Victoriabank” SA, fil. Nr. 21 Chisinau, VICBMD2X486, represented by Mr. Mr. Karoly Szalai and Mr. Martinov Serghei, both Administrators, hereinafter referred to as “Buyer”.

The Supplier and the Buyer shall hereinafter individually be referred to as a “Party” and jointly as “Parties” to this Agreement.

**PREAMBLE**

Whereas the Buyer order and buy the goods from the Supplier according with the provisions of this Agreement, on the terms and conditions mentioned in Annex no. 1 “Agreement on Terms of Trading”, hereinafter referred to as “ATT”, and/or as agreed additionally in writing between the Supplier and the Buyer.

The Parties hereby agree as follows:

**1 OBJECT OF THE AGREEMENT**

1.1 The object of this Agreement is the sale and delivery by the Supplier, and the purchase and reception by the Buyer of the Goods set forth in the order issued by the Buyer (“Delivery Order”), in the

Cumparator („Bonul de Comanda”), in cantitatile, la termenele și preturile agreeate de Parti în scris, in conditii stabilite intre Furnizor si Cumparator si/sau mentionate in ATC.

1.2 Partile se obliga sa actioneze cu buna-credinta si in conformitate cu termenii acestui Contract.

1.3 Prezentul Contract, impreuna cu toate anexele, scrisorile, comenzile și documentele emise in aplicarea acestui Contract cuprind intreaga vointa a Partilor cu privire la obiectul Contractului și inlocuiesc toate negocierile, declaratiile, propunerile, termenii, conditiile, discutiile și comunicările dintre Parti, anterioare sau prezente, fie verbale sau scrise, in legatura cu obiectul Contractului.

1.4 Niciuna dintre clauzele prezentului Contract nu va putea fi interpretata ca impunand Cumparatorului vreo obligatie de exclusivitate sau preferinta in favoarea Furnizorului.

## 2 COMANDA SI LIVRAREA BUNURILOR

2.1 Livrarea produselor se face de catre Furnizor, pe propria sa cheltuiala, in baza bonului de comanda emis de Cumparator.

2.2 Furnizorul va livra Cumparatorului numai acele Produse comandate de Cumparator prin Bonul de Comanda și numai in cantitatile acolo specificate.

2.3 In cazul in care Furnizorul livreaza Cumparatorului Produse in plus fata de Bonul de Comanda, Cumparatorul are dreptul (a) de a refuza receptia Produselor respective și, daca e cazul, de a le returna Furnizorului, pe cheltuiala acestuia, sau (b) de a le achizitiona la preturile de achizitie in vigoare la data emiterii Bonului de Comanda, dupa cum va alege Cumparatorul.

2.4 In cazul in care Furnizorul livreaza Cumparatorului Produse in minus fata de Bonul de Comanda fara acordul prealabil scris al Cumparatorului, Cumparatorul va avea dreptul la alegerea sa (a) de a refuza receptia Produselor și de a returna Produsele livrate pe cheltuiala Furnizorului, sau (b) de a accepta Produsele astfel livrate și, eventual, de a solicita Furnizorului sa completeze lipsurile constatate in termenul indicat de catre Cumparator.

2.5 Furnizorul se obliga sa respecte urmatorii termeni de livrare:

quantities, dates and at the prices agreed in writing by the Parties, subject to the conditions agreed between the Supplier and the Buyer and/or mentioned in the ATT.

1.2 The Parties agree to act in good faith and in accordance with the terms of this Agreement.

1.3 This Agreement, together with all of its annexes, letters, orders and documents issued in the performance of this Agreement represent the entire agreement between the Parties in connection with the object of this Agreement and supersede all prior or present negotiations, declarations, proposals, terms, conditions, discussions and communications between the Parties, either written or verbal, regarding the object of the Agreement.

1.4 No clause of this Agreement may be construed as imposing on the Buyer any exclusivity or preference obligation in favor of the Supplier.

## 2 ORDERING AND DELIVERY OF GOODS

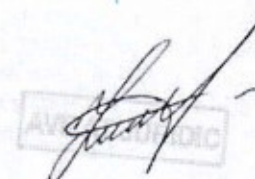
2.1 The Supplier will deliver the products at its own expense, based on the delivery orders issued by the Buyer.

2.2 The Supplier shall deliver to the Buyer only those Goods ordered by the Buyer through the Delivery Order and only in the quantities specified therein.

2.3 If the Supplier delivers to the Buyer more Goods than the quantity mentioned in the Delivery Order, the Buyer has the right (a) to refuse the reception of the respective Goods and, if the case may be, to return them at the Supplier's expense, or (b) to acquire them at the purchasing prices in force on the date of issuing the Delivery Order, upon the Buyer's choice.

2.4 If the Supplier delivers to the Buyer fewer Goods than the quantity mentioned in the Delivery Order without the prior written agreement of the Buyer, the Buyer has the right at his choice (a) to refuse the reception of the Goods and to return the delivered Goods at the Supplier's expense, or (b) to accept the Goods thus delivered and, optionally, to request the Supplier to complete the omissions within the term indicated by the Buyer.

2.5 The Supplier undertakes to comply with the following delivery terms:



2.5.1 Livrarea se va face la rampele magazinelor Cumparatorului. Cumparatorul isi rezerva dreptul de a stabili si un alt punct de livrare (de exemplu franco platforma logistica a Cumparatorului sau franco depozitul furnizorului). Noul punct de livrare va fi agreat in scris de către Parti.

2.5.2 Bunurile vor fi livrate sub forma de unitati, in tipul de ambalaj stabilit, cu etichete avand coduri de bare [8 / 13 cifre], pe Europaleti (standard 0,80 / 1,20m), ori alt ambalaj stabilit de Parti, in conformitate cu legislatia in vigoare.

2.5.3 Calitatea, etichetarea si ambalarea Produselor livrate, precum si documentatia insotitoare trebuie sa respecte standardele legale, prevederile si reglementarile (inclusiv codurile de bune practici ale Cumparatorului aduse la cunostinta in prealabil Furnizorului) aplicabile Produselor la punctul de vanzare (magazin) al Cumparatorului. In caz contrar, marfa poate fi refuzata.

2.6 Furnizorul are obligatia de a se asigura ca livrarea va fi insotita de documentele si informatiile (a) obligatorii conform legislatiei aplicabile si/sau (b) recomandabile (inclusiv, dar fara a se limita la, etichete, informatii privind termenul de valabilitate pentru utilizare/consum, declaratia de conformitate/certificat de calitate, alte documente de certificare a calitatii) si va fi integral responsabil pentru indeplinirea acestei obligatii si corectitudinea documentelor si informatiilor care insotesc Produsele.

2.7 Furnizorul va efectua livrarea Produselor catre Cumparator la data de livrare mentionata in Bonul de Comanda si in punctul de livrare indicat.

2.8 Daca Furnizorul livreaza Produsele comandate de catre Cumparator sau parte din acestea inaintea termenului de livrare solicitat prin Bonul de Comanda, Cumparatorul va avea dreptul de a refuza receptia Produselor respective si de a le returna Furnizorului pe cheltuiala acestuia.

2.9 In situatia in care Furnizorul nu poate livra Produsele la data de livrare, ci ulterior acesteia, Furnizorul va notifica prin e-mail Cumparatorul si, magazinul destinat al Cumparatorului si va mentiona noua data de livrare, care va trebui convenita de comun acord, in caz contrar Cumparatorul avind dreptul de a anula comanda initiala. Totodata, Cumparatorul poate pretinde achitarea de către Furnizor a penalitatii prevazute in clauza 2.10 din Contract.

2.5.1 The delivery shall take place at the access ramp of the Buyer's stores. The Buyer reserves the right, to determine another flow (for example delivery at the Buyer's logistical platform or ex works). This shall be convened in writing by the Parties.

2.5.2 The goods shall be delivered as units, in the agreed type of package, with bar code labels [8 / 13 figures], on Euro pallets (standard 0,80 / 1,20m), or any other package agreed by the Parties, as per the applicable law.

2.5.3 The quality, labelling and packaging of the delivered Goods, as well as the accompanying documents must comply with the legal standards, provisions and regulations (including the codes of good practice of the Buyer communicated in advance to the Supplier) applicable to the Goods at the delivery point (store) of the Buyer, otherwise, the Buyer may refuse to accept the Goods may be rejected.

2.6 The Supplier has the obligation to ensure that the delivery will be accompanied by the documents and information (a) mandatory in accordance with the applicable legislation and/or (b) advisable (including, but not limited to, labels, information regarding the validity term for use/consumption, the declaration of compliance/quality certificate, other documents certifying the quality) and will be fully responsible for fulfilling this obligation and for the accuracy of the documents and information accompanying the Goods.

2.7 The Supplier shall deliver the Goods to the Buyer on the delivery date mentioned in the Delivery Order and at the delivery point.

2.8 If the Supplier delivers the Goods ordered by the Buyer or part of them before the delivery date requested in the Delivery Order, the Buyer may refuse the reception of such Goods and return them to the Supplier at the Supplier's expense.

2.9 In case the Supplier cannot deliver the Goods on the delivery date, but after that date, the Supplier shall notify the Buyer by e-mail and, if the case may be, the intended store of the Buyer, and will mention the new delivery date, which has to be mutually agreed upon, otherwise the Buyer has the right to cancel the initial order. At the same time, Buyer may claim the payment by the Supplier of the penalty stipulated in clause 2.10 in the Agreement.



2.10 Nelivrarea la termen de catre Furnizor poate fi sanctionata cu penalitati in valoare de 1% pe zi de intarziere, din valoarea Produselor nelivate in termenul stabilit.

2.11 In cazul Produselor sezoniere, Furnizorul va anunta Cumparatorul in legatura cu nerespectarea termenului de livrare cel mai tarziu la jumatatea perioadei dintre data efectuarii precomenzii si data de livrare. In acest caz, Furnizorul va fi exonerat de plata penalitatilor catre Cumparator. Daca Furnizorul nu anunta in timpul prevazut pe Cumparator de nerespectarea termenului de livrare al Produselor, conform celor specificate mai sus, se va aplica pct. 2.10 din prezentul Contract.

2.12 Furnizorul va fi responsabil ca Produsele sa corespunda cu Bonul de Comanda si cu oricare dintre standardele de performanta specificate in prezentul Contract sau oricare alt contract incheiat intre Parti si, de asemenea, sa respecte in toate privintele modelele, mostrele si orice alte specificatii, schite, desene sau alte informatii agreeate intre Parti, conditiile calitative si de ambalare impuse de lege si cele agreeate cu Cumparatorul. In absenta agreearii de catre Parti in mod expres a acestor Specificatii in modalitatea prevazuta in acest articol, Produsele vor trebui sa respecte cel putin conditiile obisnuite de pe piata pentru un comerciant de marimea si reputatia Cumparatorului, comunicate in prealabil Furnizorului de catre Cumpărător. Mai mult, Furnizorul garanteaza livrarea Produselor in conformitate cu toate reglementarile aplicabile si in mod special cu prevederile legale referitoare la productia, circulatia si comercializarea Produselor alimentare, inclusiv prevederile referitoare la protectia consumatorului.

2.13 Furnizorul se obliga sa notifice de indata Cumparatorului orice modificare intervenita in reglementarile relevante prevăzute de actele normative care pot sa afecteze transportul, depozitarea, manipularea si/sau comercializarea Produselor deja livrate Cumparatorului si sa le ridice de la magazinele Cumparatorului, pe propria cheltuiala a Furnizorului, daca este cazul.

2.14 Totodata, in cazul in care Cumparatorul este sanctionat de catre autoritatile competente pentru nerespectarea prevederilor legale privind comercializarea Produselor din vina Furnizorului, acesta din urma, daca se constata vina sa, se obliga sa repare in totalitate prejudiciul cauzat prin aceasta. La fel, in cazul in care un client al Cumparatorului inaintea pretentii si/sau depune actiune in judecata

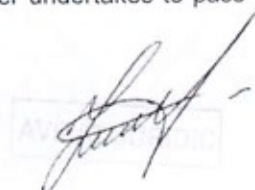
2.10 The Supplier's failure to deliver on time may entail penalties of 1% per day of delay, of the value of the Products undelivered in the due term.

2.11 In the case of seasonal Goods, the Supplier shall notify the Buyer regarding the failure to comply with the delivery term no later than the mid-period between the date of issuing the pre-order and the date set for delivery. In this case, the Supplier shall be exonerated from penalties. In case the Supplier does not notify the Buyer within the agreed term with regard to the failure to comply with the delivery term of the Goods, as per the above, point 2.10 of this Agreement may be applied.

2.12 The Supplier shall be responsible for ensuring the delivered Goods correspond with the Delivery Order and with any of the performance standards specified herein or in any other agreement concluded between the Parties and, furthermore, for observing in every respect the patterns, specimens, samples and any other specifications, sketches, drawings or other information agreed by the Parties, the quality and packaging conditions prescribed by law and agreed with the Buyer. In the absence of the Parties expressly agreeing these Specifications in the way specified in this article, the Goods must comply with at least the customary conditions on the market for a trader having the size and reputation of the Buyer, communicated in advance to the Supplier by the Buyer. Furthermore, the Supplier guarantees the delivery of the Goods in accordance with all the applicable regulations and especially with the provisions regarding the production, circulation and trading of food Goods, including those related to the consumer's protection.

2.13 The Supplier undertakes to immediately notify the Buyer with regards to any change to the relevant legal regulations, which might affect the transportation, storage, handling and/or trading of the Goods already delivered to the Buyer and to pick them up from the Buyer's stores, at the Supplier's cost and expense, if the case may be.

2.14 Furthermore, in case the Buyer is penalized by the competent authorities for not complying with the legal provisions regarding the trade of the Goods due to the Supplier's fault, the latter undertakes to fully remedy the damage caused, in case of his fault. Moreover, in case a customer of the Buyer claims damages and/or submit a court file regarding the goods supplied by the Supplier, the latter undertakes to pass

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in privinta unor bunuri livrate de Furnizor, acesta din urma se obliga sa intervina in proces si/sau sa repare in intregime prejudiciul cauzat in legatura cu produsul livrat de el, in cazul in care se va constata ca prejudiciul a fost cauzat de nerespectarea de catre Furnizor a prevederilor prezentului Contract si/sau a legislatiei in vigoare.

2.15 Daca se impun restrictii de catre orice autoritate cu privire la comercializarea Produselor de catre Cumparator, și aceste restricții se datorează nerespectării sau respectării necorespunzătoare de Furnizor a obligațiilor sale legale sau contractuale, Cumparatorul are dreptul:

(a) sa refuze receptia Produselor cu privire la care s-a impus o astfel de restrictie ; sau

(b) sa distruga Produsele cu privire la care s-a impus o astfel de restrictie. In acest caz, Furnizorul se obliga sa desemneze un reprezentant pentru a participa la procesul de distrugere a bunurilor. In cazul neparticipării Furnizorului, decizia de distrugere a Produselor, respectiv costurile asociate distrugerii, precum si valoarea produselor vor fi considerate ca fiind acceptate de catre Furnizor.

2.16 Furnizorul recunoaste ca Cumparatorul poate fi obligat din punct de vedere legal, in conformitate cu legislatia aplicabila privind securitatea Produselor, sa retraga Produsele de pe piata chiar si inainte ca o autoritate oficiala sa solicite Cumparatorului sa faca acest lucru. Atunci cand este posibil si exista un motiv intemeiat, Cumparatorul va coordona in primul rand continutul si sfera masurilor de retragere cu Furnizorul si ii va da acestuia din urma posibilitatea de a prezenta observatii in acest sens.

2.17 In fiecare din cazurile prevazute in clauzele 2.15 si 2.16 de mai sus, Furnizorul se obliga sa compenseze Cumparatorului, iar Cumparatorul este indreptatit sa primeasca de la Furnizor, o despagubire egala cu toate costurile si cheltuielile suportate de catre Cumparator ca rezultat al masurilor de distrugere si/sau de retragere a Produselor de la comercializare, sau in legatura cu acestea (inclusiv, dar fara a se limita la, valoarea Produselor la data Bonului de Comanda).

2.18 Furnizorul se obliga sa livreze Produse avand termenul de valabilitate/garantie, durata normala de viata sau perioada de folosinta epuizate in proportie de cel mult 1/3 la data receptiei efective de catre Cumparator.

into the court case and/or to entirely remedy the caused damage, in case it will be established that the damage was caused by the non-compliance of the Supplier with the provisions of this Contract and/or the provisions of law.

2.15 If restrictions are imposed by any authority in connection with the trading of the Goods by the Buyer, and such restrictions are due to the failure or undue performance by the Supplier of its legal or contractual obligations, the Buyer is entitled:

(a) to refuse the reception of the Goods subject to such restrictions; or

(b) to destroy the Goods that were subject to such restrictions. In this case, the Supplier undertakes to designate a representative to participate in the goods destruction process. If the Supplier does not participate, the decision to destroy the Goods, respectively all costs arising thereof, including costs of the Goods will be considered as accepted by the Supplier.

2.16 The Supplier acknowledges that the Buyer may be legally obliged, according to applicable law regarding the safety of the Goods, to recall the Goods from the market even before an official authority requests the Buyer to do so. When possible and for a good reason, the Buyer will first coordinate the content and scope of the recall measures with the Supplier and give the latter the opportunity to state its position in this respect.

2.17 In any of the cases stipulated by clauses 2.15 and 2.16 above, the Supplier undertakes to compensate the Buyer, and the Buyer is entitled to receive from the Supplier, a compensation equal to all costs and expenses borne by the Buyer as a result of or in relation to the process of destroying and/or in the process of recalling the Goods from the market (including, but not limited to, the value of the Goods at the date of the Delivery Order).

2.18 The Supplier undertakes to deliver the Goods with their validity/warranty term, normal lifespan or use-by-date period consumed by no more than 1/3 at the date of actual receipt of the Goods by the Buyer.



2.19 Cumparatorul isi rezerva dreptul de a controla / verifica (dar nu mai mult de doua ori pe an) conformitatea acestor Produse cu prevederile legale in vigoare si cu specificatiile si de a efectua teste de laborator asupra lor ori de cate ori considera necesar. In cazul in care Produsele vor fi gasite neconforme cu prevederile legislatiei aplicabile si/sau cu Specificatiile, Produsele vor fi retrase de la comercializare, distruse / compensate sau returnate Furnizorului pe cheltuiuala acestuia.

2.20 Bunurile sunt livrate in baza documentelor fiscale primare in original, insotite de 2 copii ale acestora. Furnizorul este responsabil pentru indeplinirea corecta si obiectiva a tuturor cimpurilor din documentul primar fiscal emis de Furnizor, solicitate de legislatiei, suplimentar indicind urmatoarea informatie care ii va fi oferita in prealabil de Cumpărător:

- Numarul magazinului Cumparatorului;
- Numarul comenzii Cumparatorului;
- Codul Furnizorului, alocat de Cumparator.

Pentru fiecare tip de marfa :

- Codul articolului, alocat de Cumparator;
- Cantitatea livrata (in unitati Metro);

2.21 Furnizorul declara si garanteaza Cumparatorului ca:

(a) Produsele vor fi livrate in conformitate cu prevederile prezentului Contract, iar toate taxele vamale, impozitele, contributiile si alte costuri care trebuie platite in legatura cu Produsele au fost achitate;

(b) Furnizorul detine toate autorizatiile, permisele si licentele necesare pentru producerea si/sau vanzarea Produselor, dupa caz, si poate dispune de Produse, care sunt libere de orice drepturi apartinand tertilor;

(c) Furnizorul a verificat in legatura cu Produsele livrate situatia marilor, brevetelor si a desenelor si modelelor industriale, iar vanzarea acestora de catre Furnizor catre Cumparator si revanzarea sau folosirea Produselor de catre Cumparator sau clientii sai nu incalca drepturile de proprietate intelectuala sau industriala ale tertilor, cum ar fi brevete, marci inregistrate, desene protejate;

(d) Produsele au fost puse in comercializare cu acordul titularului de marca si/sau al detinatorului oricaror altor drepturi relevante.

2.19 The Buyer reserves the right to check / verify (but no more than two times a year) the compliance of such Goods with the applicable legal provisions and with the specifications, and to perform laboratory tests thereon whenever deemed necessary. In case the Goods are deemed non-compliant with the applicable legal provisions and/or with the Specifications, the Goods shall be withdrawn from trading, destroyed/compensated or returned to the Supplier at the latter's expense.

2.20 The goods are delivered on the basis of the original fiscal documents, accompanied by two copies thereof. The Supplier is responsible for correctly and objectively fulfilling of all the fields in the primary fiscal document issued by the Supplier, requested by, further indicating the following information that will be communicated by the Buyer:

- Buyer's Store Number;
- Buyer's Order Number;
- Supplier's code allocated by the Buyer;

For each tip of Goods:

- Item's code allocated by the Buyer;
- Quantity delivered (in Metro units);

2.21 The Supplier hereby undertakes and guarantees to the Buyer that:

(a) The Goods shall be delivered in compliance with the provisions of this Agreement and all customs duties, taxes, levies and other costs payable in relation to the Goods have been paid;

(b) The Supplier holds all required authorizations, permits and licenses for the production and/or the sale of the Goods, as the case may be, and can dispose of the Goods, which are free of any third parties' rights.

(c) The Supplier has checked, with regards to the Goods delivered, their trademark, patent and design and utility model status, and their sale by the Supplier to the Buyer and the resale or use of Goods by the Buyer or its customers do not result in any infringement of intellectual or industrial property rights of third parties, such as patents, trademarks, protected designs;

(d) The Goods have been traded market with the consent of the holder of the trademark and/or of other relevant rights.



### 3 RECEPTIA, REFUZUL SI RETRAGEREA PRODUSELOR

3.1 Receptia bunurilor va fi efectuata de catre Biroul de Receptie a Bunurilor al Cumparatorului, dupa verificarea de catre reprezentantul Cumparatorului a respectarii conditiilor cerute prin bonul de comanda.

3.2 Cumparatorul poate refuza receptia bunurilor, pe cheltuiala Furnizorului, fara obligatia de plata a acestora, in cazul in care bunurile livrate nu corespund destinației acestora și nu corespund tuturor aspectelor materiale referitoare la cantitate, calitate și standardelor de performanță agreeate de parti sau impuse de lege, in special in urmatoarele cazuri:

- calitatea produsului si/sau ambalajului nu este conforma cu specificatia;
- etichetarea si/sau marcarea produselor nu sunt in conformitate cu cerintele legale;
- bunurile si/sau ambalajul sunt deteriorate;
- bunurile nu sunt livrate in cantitatea comandata;
- garantia oferita bunurilor nu este in conformitate cu dispozitiile legale sau Furnizorul nu-si mai poate indeplini obligatia de a oferi garantie;
- bunurile nu sunt livrate la data/locul prevazute in comanda scrisa sau livrarea este partiala;
- documentele cerute de lege pentru comercializarea bunurilor sunt incomplete;
- bunurile nu respecta normele legale;
- comercializarea bunurilor a fost interzisa de autoritatile competente;
- bunurile nu sunt livrate in perioada de garantie si in termenul de valabilitate, durata normala de viata sau perioada de folosinta prevazut la pct. 2.18 al prezentului Contract.

3.3 In cazul bunurilor deteriorate, cu defecte de calitate sau cantitate, Cumparatorul are dreptul la alegerea sa: (i) sa refuze receptia bunurilor fara a avea obligatia sa accepte inlocuirea sau livrarea lor ulterioara sau (ii) sa refuze receptia bunurilor cu obligatia Furnizorului de a le inlocui sau livra ulterior; in acest caz, Cumparatorul va notifica in scris Furnizorul cu privire la cererea de inlocuire a bunurilor neconforme si/sau in scopul completarii lipsurilor cantitative in maxim 10 (zece) zile de la livrare sau (iii) sa accepte bunurile deteriorate, cu conditia oferirii de catre Furnizor a unei reduceri a pretului, proportionala cu defectul. In toate aceste cazuri Furnizorul va emite o

### 3 RECEPTION, REFUSAL AND RECALL OF THE GOODS

3.1 The reception of products is performed by the Goods Reception Office of the Buyer, after the check performed by the Buyer's representative of compliance with the requirements of the delivery order.

3.2 The Buyer may reject the receipt of goods, at the expense of the Supplier, without having the obligation to pay for these, in case the products delivered are not fit for their purpose and do not conform in all material aspects to the quantity, quality description and standard of performance agreed between the Parties and as required by law, especially in the following cases:

- the quality of the product and/or the package is not in accordance with the specifications;
- the labelling and/or marking of the products are not compliant with the applicable legal provisions
- the goods and/or the package are damaged;
- the goods are not delivered in the ordered quantity;
- the guarantee offered for the goods does not comply with the legal provisions or the Supplier can no longer fulfill its guarantee obligation;
- the goods are not delivered at the date/place provided in the written order or in case of partial delivery;
- the documents required by law for the trade of goods are incomplete;
- the goods do not to observe legal regulations;
- the trade of goods has been forbidden by competent authorities;
- the goods are not delivered within the guarantee term, service life or use-by-date period according to p. 2.18 of this Agreement.

3.3 In case of damaged goods, of quantity or quality faults, the Buyer is entitled at its own discretion: (i) to reject the goods without having the obligation to accept replacement or subsequent delivery or (ii) to reject the goods with the Supplier's obligation for replacing or subsequent delivery; in this case, the Buyer shall notify the Supplier in writing regarding the replacing request for non-compliant goods and/or for filling out the missing quantities within maximum 10 (ten) days of delivery or (iii) to accept the damaged goods in return for being granted a discount in the price in proportion with the fault. In all these situations the Supplier will issue and submit to the Buyer a credit



factura pe minus si o va prezenta Cumparatorului in termen de 3 zile din data notificarii scrise a Cumpărătorului.

3.4 Bunurile alimentare receptionate cu respectarea conditiilor calitative si cantitative pot fi returnate la Furnizor doar in cazurile prevazute de legislatia in vigoare. In celelalte cazuri produsele neconforme si /sau expirate urmeaza a fi distruse.

3.5 Furnizorul va fi instiintat de returul de marfa, daca este cazul, in scris, de catre Biroul de Receptie a Bunurilor. Furnizorul se obliga sa ridice returul de bunuri in termen de 20 zile calendaristice de la primirea instiintarii si de asemenea se obliga sa suporte toate costurile ocazionate de acesta. In cazul neridicarii returului in termenul mai sus mentionat, bunurile vor fi considerate ca fiind lasate la dispozitia Cumparatorului.

3.6 Respingerea bunurilor si returul acestora se efectueaza la pretul curent de cumparare.

3.7 Furnizorul poate retrage produsele livrate, care nu satisfac cerintele legale privind siguranta Produselor si va fi responsabil pentru respectarea procedurii conform legislatiei aplicabile.

#### 4 PROMOTII

4.1 Metro Post reprezinta revista in cadrul careia sunt publicate anumite actiuni promotionale desfasurate de Cumparator („Actiuni Promotionale”).

4.2 Orice Actiune Promotionala se va agreea, separat, in scris, intre Cumparator si Furnizor. Furnizorul va pune la dispozitia Cumparatorului, cu titlu gratuit, fotografiile necesare desfasurarii Actiunii Promotionala.

4.3 Perioada de desfasurare a Actiunii Promotionala este de 2 saptamani, exceptand cazurile in care Partile agreeaza altfel.

4.4 Perioada de valabilitate a preturilor de achiziție agreeate între Părți pentru procurarea de către Cumpărător a Produselor ce vor face obiectul Actiunilor Promotionala este 1 saptamana înainte de inceperea Actiunii Promotionala si 1 saptamana dupa terminarea acesteia.

4.5 Comenzile de Produse ce fac obiectul Actiunilor Promotionala si care se livreaza in perioada de valabilitate prevazuta in clauza 4.4 de mai sus, vor avea preturi de achiziție, negociate si agreeate de ambele Parti, ce se vor aplica pe intreaga perioada

note within 3 days from the date of Buyer's notification in this respect.

3.4 The food goods accepted under the qualitative and quantitative conditions can be returned to the Supplier only based on legal regulations. In other cases non-compliant products and / or expired will be destroyed.

3.5 The goods return, if the case, shall be notified in writing to the Supplier by the Goods Reception Office. The Supplier undertakes to remove the returned goods within 20 calendar days from receipt of the notification and also undertakes to pay all costs arising thereof. In case the returned goods are not removed within the above mentioned term, the goods shall be considered as being left at the Buyer's disposal.

3.6 Rejection and return of goods are made at the current buying price.

3.7 Supplier may withdraw delivered products that do not meet the legal requirements for product safety and will be responsible for compliance with the procedure under applicable law.

#### 4 PROMOTIONS

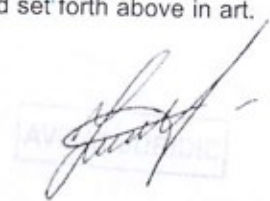
4.1 Metro Post means the magazine publishing certain promotional actions carried out by the Buyer („Promotional Actions”).

4.2 Any Promotional Action shall be agreed, separately, in writing, between the Buyer and the Supplier. The Supplier shall provide to the Buyer, free of charge, the necessary photos in order to carry out the Promotional Actions.

4.3 The period of Promotional Action is 2 weeks, save when the Parties agree otherwise.

4.4 The validity period of the purchase prices agreed by the Parties for the purchase by the Buyer of the Goods subject to Promotional Actions is 1 week before the start of the Promotional Action and 1 week after its termination.

4.5 The orders for Goods subject to Promotional Actions and delivered during the validity period stipulated in clause 4.4 above shall have acquisition prices, negotiated and agreed by both Parties, which will apply during the entire period set forth above in art.





mentionata in art. 4.3, 4.4

4.6 Livrarea articolelor ce fac obiectul Actiunilor Promotionale se va efectua la data specificata in comanda.

4.7 In cazul in care Produsele ce fac obiectul Actiunilor Promotionale nu pot fi livrate la termenele stabilite, Furnizorul are obligatia de a notifica in avans Referentul Comercial si magazinul destinatar despre acest lucru, fara a fi exonerat de plata penalitatilor stabilite la art. 4.8. Notificarea se va face prin fax sau e-mail, mentionandu-se noua data de livrare.

4.8 Pentru neexecutarea sau executarea necorespunzătoare de către Furnizor a obligației de livrare a Produselor necesare desfășurării Acțiunii Promoționare Furnizorului i se poate aplica penalitatea prevăzută de art. 2.10 din prezentul Contract.

## 5 PREȚUL SI MODALITATI DE PLATA

5.1 Cumpărătorul va fi întotdeauna liber să stabilească independent prețurile sale de revânzare și reducerile la prețul de revânzare oferite clienților săi, inclusiv pentru produsele ce fac obiectul Actiunilor Promotionale. Furnizorul va fi întotdeauna liber să stabilească prețurile sale de achiziție sau vânzare și reducerile de la aceste prețuri în raport cu terții.

5.2 Cumparatorul se obliga sa achite pretul Produselor, agreeat de comun acord cu Furnizorul, prin transfer bancar, pe baza facturilor emise de acesta din urma, in conditiile specificate in Termenii Comerciali (ATC).

5.3 Pretul de achizitie al Produselor, inclusiv al celor furnizate pentru promotii, se va stabili in lei moldovenesti si nu va include TVA.

5.4 Pentru a facilita urmarirea platii facturilor, Partile au agreeat ca platile sa se efectueze o data pe saptamana, in ziua de miercuri, denumita in continuare "Zi de Plata Saptamanala". In cazul in care data scadentei termenului de plata a facturilor, prevazut de ATC, nu este in Ziua de Plata Saptaminala, ci ulterioara acestei zile, termenul de plata se va prolonga pina la urmatoarea Zi de Plata Saptaminala. Termenul de plata este prevazut in ATC si el se calculeaza incepind de la data receptiei bunurilor in magazinele Cumparatorului, dar nu mai devreme de data primirii facturii corespunzatoare de catre Cumparator. Plata se considera efectuata la data la care Cumparatorul a ordonat bancii.

4.3, 4.4.

4.6 The delivery of goods subject to Promotional Actions shall be performed at the date stipulated in the order.

4.7 In case of fails to deliver the Goods subject to the Promotional Actions cannot be delivered on the agreed terms, the Supplier undertakes to notify in advance the Commercial Adviser and the addressee store thereto, however, without being exonerated from the payment of the penalties provided at the Art. 4.8. The notification shall be made via fax or e-mail and shall mention the new delivery date.

4.8 For the failure or undue performance of the obligation to deliver the Goods necessary for Promotional Actions, the Supplier may be subject to the penalty stipulated in Article 2.10 of the Contract.

## 5 PRICE AND PAYMENT TERMS

5.1 Buyer must remain free at all times to independently set its resale prices and the discounts of the resale price to its clients, including for the goods subject to Promotional Actions. Supplier must remain free at all times to independently set its purchase or sale prices and discounts to these prices in relation to third parties

5.2 The Buyer undertakes to pay the price of the Goods mutually agreed upon with the Supplier, by bank transfer, based on the invoices issued by the latter, subject to the terms stipulated in Terms of Trading (ATT).

5.3 The purchase price of the Goods, including those Goods supplied for promotions, shall be determined in Moldovan lei and shall not include VAT.

5.4 In order to facilitate the follow up of invoice payments, the Parties agree that the payments should be made once a week, on Wednesday, further named „Weekly Payment Day”. If the due date of the invoices, as provided in the ATT, is not on a Weekly Payment Day, but at a later date, the payment will be effected on the next Weekly Payment Day. The payment term is provided in the ATT and it shall be calculated as from the reception of goods in the Buyer's stores, but not earlier than the date when the Supplier delivers the invoices to the Buyer. The payment is considered accomplished at the date when the Buyer advises its bank to execute the payment.



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5.5 In cazul in care prevederile legale in vigoare impun respectarea unor anumite termene de plata, platile se vor efectua conform paragrafului anterior si cu respectarea dispozitiilor legale.

5.6 Daca Furnizorul va acorda reduceri la prețul de achiziție al Produselor în baza acestui Contract, Cumparatorul are dreptul sa deduca valoarea acestor reduceri din suma care trebuie platita Furnizorului in baza prezentului Contract. Daca deducerea nu este posibila, Furnizorul va fi obligat sa transfere valoarea reducerilor incluse in factura, in decurs de 8 (opt) zile de la data acordarii acestor reduceri.

5.7 Furnizorul poate avea initiativa modificarii pretului de achizitie al Produselor agreeat de Părți numai in situatii obiectiv justificate de catre Furnizor.

5.8 Orice modificare a preturilor în baza acestui Contract se efectueaza la propunerea Furnizorului si cu acceptul scris al Cumparatorului. Modificarea pretului se va comunica in scris catre Cumparator, in forma unui document semnat si stampilat de catre Furnizor. Reducerea preturilor în baza acestui Contract va intra in vigoare la data confirmarii de catre Cumparator. Cresterea preturilor în baza acestui Contract va fi comunicata cu cel puțin 15 zile calendaristice inainte de intrarea lor in vigoare, in cazul livrarilor normale, si cu minimum 30 zile calendaristice inainte, in cazul livrarilor promotionale. Noile preturi de achiziție a Produselor ce urmează a fi livrate în baza acestui Contract vor fi confirmate in scris de catre Cumparator. Preturile marfurilor sunt cele in vigoare la data emiterii comenzilor scrise de catre Cumparator.

5.9 Furnizorul se obliga sa emita cate o factura pentru fiecare comanda transmisa de Cumparator.

5.10 Furnizorul garanteaza ca orice factura fiscala eliberata de acesta Cumparatorului va fi inregistrata în Registrul general electronic al facturilor fiscale, în forma, termenul și în modul stabilit de către Inspectoratul Fiscal Principal de Stat, in conformitate cu prevederile Codului Fiscal al RM.

5.11 In cazul in care Furnizorul nu va respecta prevederile pct.5.10, acesta va compensa integral si efectiv Cumparatorului toate pierderile si daunele suferite de catre acesta, penalitatile oficiale si dobanzile de intarziere aplicate Cumpărătorului de organul competent din vina Furnizorului.

5.12 Furnizorul este de acord ca toate sumele

5.5 In the event that the applicable legal provisions require the observance of certain payment terms, the payments shall be made according to the previous paragraph and with the observance of the legal provisions.

5.6 If the Supplier will offer discounts to the Products purchase price under this Agreement, the Buyer shall be entitled to deduct such discounts from the amount to be paid to the Supplier based on this Agreement. If the deduction is not possible, the Supplier shall be obliged to transfer the amount of discounts indicated in the invoice within 8 (eight) days beginning from the day the discounts were granted.

5.7 The Supplier may have the initiative of changing the Products acquisition price agreed by the Parties under conditions objectively justified by the Supplier.

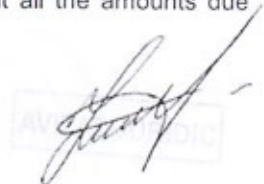
5.8 Any price adjustment under this Contract shall be subject to the proposal of the Supplier and to the acceptance of the Buyer. The price adjustment shall be communicated in writing to the Buyer, as a document signed and stamped by the Supplier. Price reductions under this Contract shall come into force on the date of confirmation by the Buyer. Price increases under this Contract shall be communicated with at least 15 calendar days before entering into force, in case of regular deliveries, and with at least 30 calendar days before, in case of promotional deliveries. The new prices shall be confirmed in writing by the Buyer. The prices of goods are those valid on the issuance date of the written order by the Buyer.

5.9 The Supplier obliges himself to issue an invoice for each order made by the Buyer.

5.10 Supplier warrants that any fiscal invoice issued by the Supplier to the Buyer will be recorded in the General Electronic Register of Fiscal Invoices, in the term, form and manner established by the State Tax Inspectorate according to the Fiscal Code of the RM.

5.11 If the Supplier does not comply with p. 5.10., Supplier shall fully and effectively indemnify Buyer against all losses and damages suffered by Buyer as a result, including but not limited to the lost input VAT, official penalties imposed and late payment interest on the Buyer due to the Supplier's fault.

5.12 The Supplier agrees that all the amounts due

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datorate cu titlu de penalitati si/sau daune, prevazute in prezentul Contract, inclusiv cele prevazute la pct.5.11, si/sau daune interese pentru nelivrarea bunurilor ori livrarea cu intarziere, sa fie compensate automat cu datoriile scadente ale Cumparatorului rezultand din bunurile livrate si receptionate. In cazul in care compensarea nu este posibila, Furnizorul se obliga sa plateasca aceste sume, in termen de 10 zile bancare, incepand cu data comunicarii facturii eliberate de Cumparator.

5.13 In cazul necesitatii de a verifica datoriile reciproce, Furnizorul se obliga sa examineze actul de verificare/extrasul din cont sau alte documente dupa caz, emise de Cumparator si in termen de 10 zile lucratoare sa confirme soldul sau sa expedieze obiectii motivate catre Cumparator. In cazul in care Furnizorul nu a expediat obiectiile sale in termenul stabilit, se considera ca soldul a fost confirmat.

5.14 Furnizorul garantează că toate prețurile și condițiile oferite și contractate nu sunt subiectul unui comportament anticoncurențial între el și concurenții săi.

5.15 Dacă o autoritate competentă în aplicarea normelor de concurență, a constatat că - într-o perioadă relevantă în care mărfurile au fost comandate - furnizorul a participat la un astfel de comportament anticoncurențial, furnizorul este obligat să plătească o penalitate în valoare de 1% din suma totală facturată pentru produsele comandate în perioada în cauză, pentru compensarea pagubelor suferite de către compania Metro. Furnizorul rămâne liber să demonstreze că compania METRO nu a suportat prejudicii sau acestea au fost mai mici decât 1%. Compania METRO are dreptul de a pretinde despăgubiri suplimentare, bazate pe motive contractuale și/sau legale referitoare la comportamentul anti-concurențial în cazul în care prejudiciile suportate depășesc valoarea penalității aplicate. Furnizorul va prezenta și va permite accesul companiei METRO la toate informațiile și documentele necesare pentru evaluarea acestor creanțe, precum și suma concretă.

5.16 Obligația de a plăti despăgubirea ramane valabila si dupa incetarea relatiilor de afaceri și trebuie să fie onorata, deși la momentul determinării comportamentului anticoncurențial, acestea au fost încheiate.

5.17 Reducerile imediate pe factura stabilite de Parti in temeiul Contractului, se vor calcula prin aplicarea procentului corespunzator la pretul de lista al

as penalties and/or liquidated damages provided in this Agreement, including the point 5.11, and/or damages for failure to deliver the goods or for delayed delivery, shall be automatically offset with the due debts of the Buyer resulted from the goods delivered and received. In case the offset is not possible, the Supplier undertakes to pay these amounts, in term of 10 business days, as of the date of communication of the invoice issued by the Buyer.

5.13 In case of the necessity to verify mutual debts, the Supplier agrees to review the act of verification / statement of account or other documents issued by Buyer and within 10 working days to confirm the balance or send reasoned objections to the Buyer. If the Supplier does not send his objections within the period prescribed, it shall be deemed that the balance is confirmed.

5.14 The supplier acknowledges that all prices and conditions offered and contracted are not subject to anti-competitive conduct with its competitors.

5.15 As far as an authority enforcing competition rules has determined that - within a relevant period during which goods have been ordered - the Supplier participated in such anti-competitive conduct the supplier is obliged to pay a penalty in the amount of 1% of the total amount invoiced for the products ordered in the relevant period, in order to remedy the caused damages. The supplier remains free to prove that no or a smaller damages than 1% has been incurred by the METRO Company. The METRO Company is entitled to claim further damages based on contractual and/or statutory grounds relating to the anti-competitive conduct if exceeding the penalty. The supplier will share and disclose to the METRO Company all information and document necessary to assess such claims in principle as well as the specific amount.

5.16 The obligation to pay damages survives the end of the business relationship and has to be honored although at the time of determination of anti-competitive conduct it has been ended as the case may be.

5.17 The immediate discounts on invoice agreed by the Parties under this Agreement, including the discounts mentioned, shall be calculated by applying



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Furnizorului.

5.18 Reducerile ulterioare stabilite de Parti in temeiul Contractului (ATC), se vor calcula prin aplicarea procentului corespunzator la pretul efectiv de achizitie al Produselor (pretul de lista al Furnizorului minus reducerile imediate pe factura), iar Furnizorul va emite, in baza calculelor Cumparatorului si va transmite in termen de 3 zile lucratoare Cumparatorului o nota de credit sau, dupa caz, o factura catre Cumparator care sa includa valoarea respectivelor reduceri.

5.19 Rabat de volum stabilit de Parti in temeiul Contractului (ATC) reprezinta rabat centralizat de volum pentru cifra de afaceri la nivel de an si/sau pentru atingerea unor tinte de volum predefinite.

## 6 DREPTURILE TERTELOR PARTI

6.1 Furnizorul exonereaza de raspundere Cumparatorul in ceea ce priveste evictiunea si viciile Produselor vandute. Totodata, Furnizorul garanteaza ca are dreptul sa comercializeze Produsele ce fac obiectul prezentului Contract, si ca va raspunde pentru incalcarea oricaror drepturi ale tertilor, incluzand, dar fara a se limita la, dreptul de proprietate intelectuala si industrial.

## 7 STANDARDE SOCIALE

7.1 Furnizorul garanteaza ca bunurile livrate nu au fost fabricate in conditii de munca exploatare si/sau daunatoare sanatatii, nici prin folosirea muncii similare sclavagismului si/sau a muncii efectuate de minori sau detinuti sau orice alt tip de munca care poate aduce prejudicii demnitatii umane.

7.2 Furnizorul declara si garanteaza ca ambalajele Produselor respecta deplin legislatia in vigoare si permit comercializarea Produselor de catre Furnizor fara restrictii si obligatii suplimentare (indiferent de natura acestora) in sarcina Cumparatorului.

## 8 CLAUZA ANTI-CORUPTIE

8.1 Partile se obliga sa ia toate masurile necesare si rezonabile pentru a evita coruptia si mita.

8.2 In consecinta, Furnizorul se obliga sa nu ofere, promita sau ingaduie, si sa nu determine o terta parte sa ofere, promita sau ingaduie, prin angajatii sai, managementul executiv sau terte parti, beneficii sau alte avantaje (de exemplu bani, cadouri sau invitatii la

the relevant percentage to the Supplier's list price.

5.18 The later discounts agreed by the Parties under this Agreement (ATT), shall be calculated by applying the relevant percentage to the actual purchase price of the Goods (Supplier's list price minus the immediate discounts on invoice), and the Supplier shall issue, based on Buyer's calculations and transmit within 3 working days to the Buyer a credit note or, as the case may be, an invoice which will include the value of those discounts.

5.19 Target rebate agreed by the Parties under this Agreement (ATT) means annual centralized purchasing discounts by total turnover and / or for reaching predefined turnover targets

## 6 THIRD PARTY RIGHTS

6.1 The Supplier exonerates the Buyer from liability regarding the eviction and vices of the sold Goods. At the same time, the Supplier guarantees that it has the right to trade the Goods which form the object of this Agreement, and that the Supplier shall be liable for the infringement of any rights of third parties, including, but not limited to, intellectual and industrial property rights.

## 7 SOCIAL STANDARDS

7.1 The Supplier assures that the goods delivered have neither been manufactured by the implementation of exploitive and/or health harmful labor, nor by the implementation of slave-like and/or child labor, nor by prison work or any other work violating human dignity.

7.2 The Supplier declares and guarantees that the packaging of the Goods are in full compliance with the legislation in force and allow the trading of the Goods by the Supplier without restrictions and additional obligations (regardless of their nature) for the Buyer.

## 8 ANTI-CORRUPTION CLAUSE

8.1 The Parties undertakes to take all necessary and reasonable measures to avoid corruption and bribery.

8.2 Accordingly, the Supplier shall not offer, promise or grant, nor have a third party offer, promise or grant, through its employees, management executives or third parties, benefits or other advantages (e.g. cash, gifts or invitations to sporting

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evenimente sportive, culturale sau alte evenimente care nu au un scop comercial primar) angajatilor sau managementului executiv al Cumparatorului sau reprezentantilor acestora, inclusiv rudelor sau altor persoane in relatii apropiate cu ei.

8.3 Aceasta prevedere nu se aplica mostrelor oferite Cumparatorului in timpul procesului obisnuit de desfasurare a relatiilor comerciale. Cumparatorul isi rezerva dreptul de a pretinde despagubiri.

## 9 INCETAREA CONTRACTULUI SI CONFIDENTIALITATEA DATELOR

9.1 Rezilierea unilaterala a Contractului este permisa, cu conditia notificarii scrise prealabile a celeilalte Parti cu cel putin 6 (sase) luni anterioare datei de la care se doreste incetarea Contractului.

9.2 Partile Contractului vor pastra confidentialitatea datelor inscrise in prezentul Contract, in special a ATC, precum si orice alte informatii legate de activitatea lor, afaceri ori bunuri, in caz contrar Partile avand dreptul sa solicite rezilierea Contractului si daune interese. Aceasta clauza isi va pastra valabilitatea si dupa incetarea prezentului Contract.

9.3 Părțile vor utiliza datele referitoare la produsele livrate de Furnizor după cum este stabilit de către cealaltă Parte sau de către Părți pe parcursul relației lor de afaceri, doar în scopuri de afaceri permise și legale. Părțile vor păstra confidențialitatea datelor, indiferent dacă sunt de sine statatoare sau parte dintr-un produs al activității ce conține toate sau o parte din aceste date ("Produs al activității"). Părțile vor lua măsurile corespunzătoare pentru a împiedica accesul neautorizat al tertelor parti la date și/sau produsele activității. Companiile afiliate ale Părților și personalul de lucru al acestora nu sunt considerate părți terțe. Părțile își vor informa angajații care dețin acces la date și/sau produsele activității despre obligațiile rezultate din prezenta clauza de confidențialitate.

## 10 FORTA MAJORA

10.1 Oricare dintre Parti va fi eliberata de raspundere pentru neindeplinirea obligatiilor sale contractuale, in masura in care aceasta neindeplinire se datoreaza unor circumstante de forta majora care au loc dupa data semnarii prezentului Contract. Circumstantele de forta majora reprezinta circumstante extraordinare, imprevizibile, externe, invincibile si inevitabile. Astfel de circumstante includ greve, inundatii, incendii, cutremure sau alte dezastre

events, cultural events or other events that have no primarily business purpose) to employees or management executives of the Buyer or their representatives, including their relatives or other persons in similarly close relations to them.

8.3 This provision does not apply to product samples offered to the Buyer during the regular course of carrying out commercial relationships. The Buyer's right to claim damages shall remain unaffected.

## 9 TERMINATION OF THE AGREEMENT AND DATA CONFIDENTIALITY

9.1 The unilateral termination of this Agreement shall be allowed only after the prior written notification of the other Party at least 6 (sase) months before the intended termination date of the Agreement.

9.2 The contracting Parties shall maintain the confidentiality of the data written in this Agreement, especially of the ATT, as well as of any other information related to their activity, business or goods, otherwise the Parties can ask for the termination of the Agreement and also for damages. This clause shall remain in force even after termination of this Agreement.

9.3 The Parties shall use the data regarding the goods delivered by the Supplier as provided by the respective other Party or the Parties in the course of their business relations only for admissible and legal business purposes. The Parties shall treat the data confidentially, be it a single piece of information or part of a work product containing the data or parts thereof ("work product"). The Parties shall make the required dispositions to guard against third parties gaining access to the data and/or work products. Affiliated companies of the Parties and their personnel are not considered as third parties. The Parties inform their respective employees who gain access to the data and/or work products about the obligations pursuant to this confidentiality clause.

## 10 FORCE MAJEURE

10.1 Any of the Parties shall be released from liability for a failure to fulfill its contractual obligations, in the event that such failure is due to force majeure circumstances that have occurred after the signing date of this Agreement. Force majeure circumstances shall mean extraordinary, unpredictable, external, invincible and inevitable circumstances. Such circumstances shall include strikes, floods, fires, earthquakes or other natural disasters, wars or acts of



naturale, razboaie sau acte de razboi.

10.2 In caz de forta majora, Partea care invoca imposibilitatea indeplinirii obligatiilor va notifica cealalta Parte, in scris, in termen de 3 (trei) zile calendaristice de la momentul la care a cunoscut sau ar fi trebuit sa cunoasca interventia faptului de forta majora si va face tot posibilul sa-si reia activitatea. La primirea unei astfel de notificari de catre cealalta Parte, toate obligatiile prevazute in prezentul Contract vor fi suspendate imediat. Daca perioada de inactivitate depaseste 30 (treizeci) de zile calendaristice de la primirea notificarii cu privire la evenimentul de forta majora, Partea care nu s-a aflat in imposibilitatea de a-si indeplini obligatiile poate sa dispuna incetarea prezentului Contract, notificand in scris cealalta Parte. Aceasta incetare se face prin efectul legii, fara a fi necesara o actiune in justitie sau vreo alta formalitate.

## 11 CESIUNEA

11.1 Partile nu pot cesiona sau transfera prezentul Contract sau oricare dintre drepturile sau obligatiile sale izvorate din prezentul Contract catre oricare alta persoana fizica sau juridica fara acordul prealabil scris al celeilalte Parti.

11.2 De asemenea, orice cesiune, inclusiv factoring, garantie sau transfer de garantie, cu privire la orice beneficiu, pretentie de plata sau alt drept rezultand din prezentul Contract sau orice alt contract semnat de Parti in legatura cu furnizarea de Produse, inclusiv pretentii intemeiate pe prezentul Contract, necesita acordul prealabil scris al Cumparatorului. Cumparatorul nu va refuza sa isi dea acordul in mod nerezonabil.

## 12 COMPENSAREA OBLIGATIILOR

12.1 Partile declara ca sunt de acord cu stingerea prin compensare a obligatiilor reciproce care deriva din acest Contract, impreuna cu Anexele sale:

- Compensarea pentru furnizorii locali se va efectua automat, fara a fi necesara semnarea unor acorduri sau contracte aditionale.
- Pentru furnizorii externi compensarea se va opera prin declaratia scrisa expediata prin fax/mail contragentului la momentul in care obligatia va deveni scadenta. Partile accepta ca la expirarea a 10 zile (dar nu mai mult de termenul stabilit de legislatie) de la data in care obligatia devine scadenta, cu conditia ca a fost expediata declaratia de compensare si in aceasta perioada din partea contragentului nu au parvenit obiectii scrise, compensarea sa fie efectuata automat.

war.

10.2 In case of force majeure circumstances, the Party declaring the impossibility of fulfilling its obligations shall notify, in writing, the other Party, within 3 (three) calendar days from the moment when the Party has become aware or should have become aware of the occurrence of the force majeure event and will do its best to resume its activity. Upon receipt of such notification by the other Party, all obligations provided in this Agreement will be immediately suspended. If the inactivity period exceeds 30 (thirty) calendar days from the day of receiving the notification regarding the force majeure event, the Party which was not in the impossibility of fulfilling its obligations can decide to terminate this Agreement, by written notification to the other Party. This termination will be effective according to the law, without any legal action or any other formality being necessary.

## 11 ASSIGNMENT

11.1 Parties cannot assign or transfer this Agreement or any of its rights or obligations arising from this Agreement to any other entity or individual without the prior written consent of other Part.

11.2 Furthermore, any assignment, including factoring, guarantee or transfer of guarantee, regarding any benefit, claim of payment or other right resulting from this Agreement or any other agreement signed by the Parties in connection with the supply of Goods, including claims based on this Agreement, require the prior written consent of the Buyer. The Buyer will not refuse to give its consent unreasonably.

## 12 COMPENSATION OF OBLIGATIONS

12.1 The Parties hereby declare that agree with the settlement by compensation of the mutual obligations provided under this Agreement and its Annexes:

- The compensation for the local suppliers it will be performed automatically, without being necessary the execution of conventions or additional agreements.
- For the foreign suppliers, the compensation will be performed through written statement sent by fax/mail to the contractual party on the due date of the obligation. The Parties accept that on the expiration of the 10-day term (but no longer then the term provided by the law) calculated from the due date of the obligation, in case the compensation statement was sent and no written objections were made by the contractual party, the compensation will be made





