

CONTRACT DE FURNIZARE
GG 011 din 03.04.2017

I. PARTILE CONTRACTANTE:

S.C. „MARSHARCON” S.R.L., persoana juridica moldoveneasca, numar fiscal : **1003602001591**, cod TVA **1201083**, cu sediul social mun. Balti, 135, Stefan cel Mare street, MD-3121, Republica Moldova, nr. telefon +373 231.215.58, fax +370 231.201.66, mobile: +373 69.129.213, e-mail: marsharcon@mail.ru, avand cont bancar EURO nr. MD04ML000000000225182167, cod banca: MOLDMD2X, deschis la B.C. "MOLDINCONBANC" S.A. Filiala Balti, rezidenta al Zonei Economice Libere Balti cu certificatul 17 din 21.08.2012, reprezentata de D-nul. Boris Marcoci, in calitate de Director General si denumita in continuare Furnizor,

Si

I.C.S. "STRABAG" S.R.L., persoana juridica moldoveneasca, numar fiscal **1007600062716**, cod TVA **0607965**, cu sediul in str. Petricani, nr. 86, mun. Chişinău, MD 2059, Republica Moldova, nr. telefon +373 22 815 062, avand cont bancar nr. MD44RN0000000022246011197 deschis la BANCA COMERCIALA ROMANA CHISINAU SA FILIALA NR.2 PUSKIN, cod bancar RNCBMD2X504, rezidenta al Zonei Economice Libere Balti cu certificatul 0014 din 08.05.2012, reprezentata de Dna. Cristina Grigore si Dl. Manfred Mueller, denumita in continuare Beneficiar,

au incheiat prezentul contract prin care au convenit urmatoarele:

II. OBIECTUL CONTRACTULUI

Furnizorul vinde, iar Beneficiarul cumpara, Produsele si Serviciile comandate, iar acesta din urma se obliga sa le primeasca si sa le plateasca la preturile si in conditiile stipulate in prezentul Contract. In prezentul Contract, produsele sunt definite ca fiind betoane and mortare, asa cum sunt ele prezentate in Contract si/sau in Lista de Preturi anexata (fiind in continuare denumite "Produse"). Serviciile sunt definite ca fiind transport de Produse, pompare de Produse, precum si alte servicii (fiind in continuare denumite "Servicii"), asa cum sunt ele prezentate in Contract si/sau in Lista/Listele de Preturi anexate.

Marfurile vor fi livrate pe santier la urmatoarea adresa: mun. Balti, str. Aerodromului, nr.1, Zona

SALE AND PURCHASE AGREEMENT
GG 011 din 03.04.2017

I. THE CONTRACTING PARTIES:

S.C. „MARSHARCON” S.R.L., a Moldavian legal person, registered with the fiscal no. **1003602001591**, VAT code: **1201083**, with the headquarters in mun. Balti, 135, Stefan cel Mare street, MD-3121, Republica Moldova, telephone no. +373 231.215.58, fax +373 231.201.66, mobile: +373 69.129.213, e-mail: marsharcon@mail.ru, having the bank account EURO no. MD04ML000000000225182167, bank code: MOLDMD2X, opened with B.C. "MOLDINCONBANC" S.A. Filiala Balti, Free Economic Zone Balti resident with certificate 17/21.08.2012, represented by Mr. Boris Marcoci, as Director General and hereinafter referred to as Supplier

And

I.C.S. "STRABAG" S.R.L., a Moldovian legal person, registered with the Fiscal no. **1007600062716**, VAT code **0607965**, with the headquarters in str. Petricani, nr. 86, mun. Chişinău, MD 2059, Republica Moldova telephone no. +373 22 815 062, having the bank account no. MD44RN0000000022246011197 opened with BANCA COMERCIALA ROMANA CHISINAU SA FILIALA NR.2 PUSKIN, bank code RNCBMD2X504, Free Economic Zone Balti resident with certificate 0014 dated 08.05.2012 represented by Mrs. Cristina Grigore and Mr. Manfred Mueller, hereinafter referred to as Beneficiary,

have concluded this Contract by which they have agreed as follows:

II. THE OBJECT OF THE CONTRACT

The Supplier hereby sells and the Beneficiary hereby purchases the Products and Services ordered and the Beneficiary hereby undertakes to receive them and to pay the prices and under the conditions provided in this Agreement. In this Agreement, "products" mean concrete and mortar, as the same are presented in the Agreement and/or in the Price List attached hereto (hereinafter referred to as the "Products"). In this Agreement the "Services" mean the transport of Products, the pumping of Products as well as other services (hereinafter referred to as the "Services"), as the same are presented in the Agreement and/or in the Price List attached hereto.

The merchandises shall be delivered on site to the following address: mun. Balti, str. Aerodromului,

Economica Libera "Balti" (ZEL), Subzona nr. 3.

Mărfurile livrate vor fi însoțite de avizul de însoțire a marfii; La locul, data și ora prevăzute pentru livrarea mărfurilor, dreptul de proprietate se transferă Beneficiarului.

III. CONDIȚII DE PLATA

Plata Produselor și Serviciilor din Contract (cota T.V.A. 0%) se va face în ordinea scadenței facturilor, în termen de 15 zile calendaristice de la data primirii facturilor în original la adresa satierului.

Furnizorul va emite facturile la livrare. Reclamațiile privind diferențele de cantitate, între cantitatea facturată și cea aprobată, vor fi soluționate până la data scadenței a facturii.

IV. RĂSPUNDERE CONTRACTUALĂ

Beneficiarul răspunde atât față de Furnizor și salariații acestuia, cât și față de terți, pentru toate pagubele produse din cauza neglijenței sau greselilor Beneficiarului, ale agenților, subcontractorilor sau salariaților săi și care au legătură în orice mod cu coordonarea/executarea lucrărilor de amenajare/punere în opera a Produselor sau care au legătură în orice mod cu executarea prezentului Contract, cu excepția situațiilor când Beneficiarul nu este responsabil. Beneficiarul este responsabil, la șantier, pentru luarea tuturor măsurilor necesare în vederea respectării normelor de securitate și sănătate în muncă, comunicând/instruind salariații Furnizorului asupra riscurilor specifice respectivului amplasament (conduite și instalații electrice subterane, etc.) pe durata executării prezentului Contract. Beneficiarul este răspunzător pentru amenajarea corespunzătoare a șantierului, în vederea turnării, pentru a putea permite accesul optim și fără riscuri al autobetonierelor și pompelor furnizate de către Furnizor pentru livrarea Produselor.

Furnizorul este responsabil pentru calitatea Produselor livrate. În cazul în care Produsele livrate vor fi necorespunzătoare calitativ, Furnizorul este obligat să suporte contravaloarea lucrărilor de demolare, consolidare, reparații, incluzând livrarea gratuită a betonului nou necesare, după caz, stabilite de către un expert neutru și agreeate de ambele părți. Nicio altă despăgubire sau penalizare nu va fi pretinsă de către Beneficiar și platită de Furnizor, cu excepția daunelor de întârziere.

La șantier se vor preleva probe, conform

nr.1, Free Economic Zone "Balti" (FEZ), Subzone no. 3.

The delivered merchandises shall be accompanied by the delivery notes; On the place, date and time provided for the delivery of merchandises, the right of property are transferred to the Beneficiary.

III. PAYMENT CONDITIONS

The price of Products and Services herein (VAT 0%) will be paid according to the maturity dates of invoices within 15 calendar days after their receipt in original the site address.

The Supplier will issue the invoices on delivery. Claims regarding any difference in the invoiced and casted quantity will be solved until the invoice will become due for payment.

IV. CONTRACTUAL LIABILITY

The Beneficiary will be held liable both to the Supplier and to the employees of the Supplier as well as to third parties, for all damages caused by the negligence or mistakes of the Beneficiary, of its agents, subcontractors or employees who are related in any way with the coordination/execution of the works for arrangement/commissioning of the Products or are related in any way with the performance of this Agreement, except when the Beneficiary is not liable.

The Beneficiary is held liable, on site, for the implementation of all measures necessary in order to cause the observance of the labour security and health norms, and will be bound to communicate/instruct the employees of the Supplier about all risks that are specific to that particular location (underground pipes and electrical installations etc.) throughout the execution of this Agreement. The Beneficiary will be held liable for the proper organization of the site for the purposes of concrete casting, so as to allow the optimum access and without risks of the agitating trucks and pumps supplied by the Supplier for the delivery of the Products.

The Supplier is liable for the quality of the delivered Products. In the event that the Products delivered are inappropriate with the required quality, the Supplier will be bound to pay the value of the demolition, consolidation, repair works including free delivery of the necessary new concrete, as the case may be, as the same will have been determined by a neutral expert and agreed by both parts. No other compensation or penalty will be claimed by the Beneficiary and paid by Supplier, except the penalties for delay.

The Beneficiary will take samples at the jobsite, as

prevederilor legale, iar in cazul in care vor fi diferite intre rezultatele probelor prelevate la statia de betoane si cele prelevate la santier, Beneficiarul va trebui sa faca dovada prelevarii corecte a probelor la santier.

In situatia in care, din Certificatul de calitate emis reiese ca betonul livrat de Furnizor nu este conform din punct de vedere al rezistentei la compresiune, partile se vor adresa unui laborator neutru in vederea recoltarii de probe suplimentare din element.

Beneficiarul este responsabil pentru calitatea Produselor preparate in conformitate cu rețetele de beton prescrise (daca acestea au fost puse la dispozitia Furnizorului de catre Beneficiar) sau pentru orice modificare ceruta de catre Beneficiar in rețetele de beton stabilite de Furnizor. Furnizorul ramane pe deplin responsabil in ceea ce priveste folosirea materialelor necesare si cantitatile care sunt descrise in rețetele Beneficiarului.

Furnizorul se obliga la urmatoarele:

- sa obtina toate permisele si aprobarile necesare executarii prezentului contract, conform legislatiei moldovenesti;
- sa asigure utilajele necesare turnarii betonului (autobetoniere, pompe, etc) ;
- sa asigure functionarea normala a utilajelor conform programului de lucru al santierului;
- sa intretina echipamentele si utilajele;
- echipamentele furnizorului si utilajele trebuie folosite in conformitate cu caracteristicile tehnice si numai pentru lucrari adecvate pentru scopul lor.
- sa onoreze la termen comenzile Beneficiarului.
- sa respecte Protocolul de securitate a muncii si normele de siguranta si protectia muncii aplicabile in incinta santierului Beneficiarului (Anexa nr. 6).
- sa asigure livrare de beton si servicii pompa 24 de ore / 7 zile pe saptamana, fara costuri aditionale.
- sa numeasca eventualii alti furnizori doar daca primesc aprobarea Beneficiarului.
- sa permita accesul reprezentantilor laboratorului, Comparatorului in incinta statiilor de betoane mentionate mai sus la ora convenita de ambele parti.
- sa nu perceapa costuri aditionale pentru aditivi chimici aditionali
- sa nu curete de beton camioanele in incinta sau in imediata vecinatate a santierului Beneficiarului.

V. COMANDA SI LIVRARE

required by law and in case of some differences between the results of samples taken from the ready-mix plant and those ones taken from the jobsite, the Beneficiary will must prove the correctness of the way of sampling.

In case, the issued certificate of quality shows that the concrete supplied by Supplier does not comply in terms of compression strength, the parties will address a neutral laboratory samples in order to exam additional samples from the respective element.

The Beneficiary is liable for the quality of the Products prepared in accordance with the concrete recipes prescribed (if such were made available by the Beneficiary to the Supplier) or for any required change in the concrete recipes established by the Beneficiary in the concrete recipes established by the Supplier. The Supplier remains fully responsible to use the necessary materials and quantities which are described in the recipes of the Beneficiary.

The Supplier shall undertake the followings:

- to obtain all necessary permits and approvals under the Moldavian legislation
- to provide the equipments necessary for concrete casting (agitating trucks, pumps, etc);
- to ensure proper operation of machines according to the working schedule of the site;
- to maintain equipments and machines;
- the Supplier's equipments and machines shall be used exclusively under the technical characteristics and only for works adequate to their purpose
- to deliver the Beneficiary's orders in due time.
- to comply with the Protocol on Labour Security and the Norms on Labour Safety and Protection which apply within the Beneficiary site (Annex no. 6).
- to assure the supply of concrete and pump services 24 hours, 7 days a week without additional costs.
- to nominate eventual other suppliers just if it is received the Beneficiary approval for using them.
- to allow at any time the access of the Supplier's laboratory representatives on the concrete plants mentioned above.
- no additional costs for additional chemical additives
- not to clean the concrete trucks drums inside or around the Beneficiary's site.

V. ORDER AND DELIVERY

Produsele se livreaza pe baza comenzii scrise, trimise de catre Beneficiar catre Furnizor, cu cel putin 24 ore inainte de livrare. Formularul de comanda (Anexa 6) este cel pus la dispozitie de Furnizor.

Pentru comenzile netransmise cu 24 de ore inainte de livrarea efectiva, acestea se vor onora in masura posibilitatilor. Furnizorul isi declina orice responsabilitate in cazul in care Produsele comandate se dovedesc a fi excedentare Beneficiarului, acestea urmand a fi facturate in totalitate de catre Furnizor si platite de catre Beneficiar.

In cazul in care Beneficiarul decide, din orice motiv, sa anuleze comanda facuta catre Furnizor conform acestui Contract, aceasta anulare va trebui facuta printr-o notificare prealabila catre persoana imputernicită din partea Furnizorului. Anularea comenzii nu se va putea face in cazul in care comanda este in curs de livrare (betonul a fost deja preparat).

VI. RECEPTIA

Receptia Produselor se face la Santierul indicat de Beneficiar in Contract. Beneficiarul va specifica in comanda o persoana desemnata pentru receptia Produselor. Inaintea acceptarii Produselor, Beneficiarul are obligatia de a verifica daca toate documentele primite odata cu Produsele sunt in conformitate cu comanda emisa initial. In cazul in care Beneficiarul va efectua transportul cu mijloace proprii, receptia se va face la statia de betoane a Furnizorului. Proprietatea si riscurile se transmit catre Beneficiar la momentul preluarii Produselor. Odata cu livrarea produselor, Beneficiarul va primi din partea Furnizorului avizul de insotire a marfii si declaratia de conformitate, urmand ca restul documentelor certificatoare ale calitatii conform Sistemului de Calitate adoptat de societate sa fie transmise in maxim 30 de zile.

Furnizorul este responsabil pentru indeplinirea conditiilor de calitate si cantitate a Produselor livrate, care vor fi in concordanta atat cu specificatia documentelor care insotesc Produsele, cat si cu specificatia mentionata in comanda emisa de catre Beneficiar. Furnizorul nu va putea fi facut responsabil in vreun fel, pentru obligatiile Beneficiarului, in conformitate cu normativul CP 012/1-2007 si, de asemenea pentru eventuale disfunctionalitati de punere in opera sau greseli de proiectare, Beneficiarul avand obligatia de a emite inregistrările de calitate in mod corect.

In cazul in care rezultatele testelor efectuate pe probele de beton prelevate la locul punerii in

The Products will be delivered based on written order sent by the Beneficiary to the Supplier, at least 24 hours before delivery. The order (Annex 6) form is made available by the Supplier.

Orders sent within less than 24 hours before actual delivery will be satisfied to the extent possible. The Supplier will bear no liability in the event that the Products ordered are in excess of the needs of the Beneficiary, and the Supplier will invoice them and the Beneficiary will pay them in full.

In the event that the Beneficiary decides, for whatever reason, to cancel the order sent to the Supplier under this Agreement, it will do so by prior notice to the authorized representative of the Supplier.

Cancellation of the order cannot be done if the order is being delivered (the concrete was already prepared).

VI. RECEPTION

The Products' reception will be performed at the site indicated by the Beneficiary in the Agreement. The Beneficiary's order will indicate the person appointed to conduct the reception of Products. Before accepting the Products, the Beneficiary is bound to verify whether all documents accompanying the Products are consistent with the order initially issued. In the event that the Beneficiary transports the Products by its own means, the reception will be made at the Concrete Station of the Supplier. The ownership and risks are transferred to the Beneficiary at the time the Products are taken over. Along with the Products, the Supplier will provide the Beneficiary with the waybill and the conformity statement, followed by all the documents that certify the product quality according with the Quality system adopted by the company in maximum 30 days.

The Supplier will be held liable for the fulfilment of the quality and quantity conditions for the Products delivered that will be consistent with both the specifications of the documents accompanying them and with the specification mentioned in the order sent by the Beneficiary. The Supplier will not be held liable in any way for the Beneficiary's obligations under the CP 012/1-2007 norm and for the malfunctions upon commissioning or design errors, if any, the Beneficiary being bound to issue the quality records correctly.

In the event that the results of the tests conducted on concrete samples taken at the commissioning

opera nu sunt in conformitate cu rezultatele testelor oferite de catre laboratorul Furnizorului, verificarea suplimentara va fi efectuata de catre un laborator specializat agreeat de parti, toate cheltuielile legate de aceasta verificare suplimentara fiind suportate de catre partea care a gresit. Furnizorul nu este responsabil pentru calitatea produselor finite rezultate din folosirea Produselor, in cazul in care Beneficiarul nu respecta specificatiile tehnice. In cazul unor eventuale litigii, Beneficiarul va trebui sa dovedeasca corectitudinea proiectarii si a inregistrarii de calitate. La cerere, Furnizorul va elibera Beneficiarului certificate de calitate, Beneficiarul avand obligatia de a le ridica de la Statia de Betoane a Furnizorului.

Furnizorul va notifica Beneficiarul in cazul in care rezultatele testelor releva faptul ca Produsele livrate sunt inferioare celor comandate, urmand ca, in termen de 30 (treizeci) de zile Beneficiarul sa il informeze in scris pe Furnizor asupra intentiilor sale cu privire la aceste Produse.

In cazul in care Beneficiarul va constata, pe baza probelor luate la locul de punere in opera, ca produsele nu indeplinesc conditiile de calitate conform documentelor de livrare, va notifica in scris Furnizorul in maxim 5 zile de la constatarea acestui lucru.

VII. INTELEGERI SUPLIMENTARE:

- Pretul pentru serviciile de pompare este fix si este specificat in Lista de Preturi. Nu este stabilita o cantitate minima de mc pentru serviciile de pompare.

- Toate preturile din contract sunt fixe pentru livrarea pe timpul zilei si pe timpul noptii. Nu vor fi costuri suplimentare pentru livrarea pe timp de noapte.

- Livrarile se vor efectua, in ritmul impus de Beneficiar si agreeat de Furnizor, in baza unei comenzi transmise telefonic si prin e-mail. Perioada de timp de la momentul comenzii pana la momentul livrarii in santier trebuie sa fie de minim 24 h.

- Taxele de drum, taxele de transport in zona, aditivii, apa fierbinte si sunt incluse in preturile unitare ale Furnizorului.

- Furnizorul se angajeaza sa utilizeze numai autobetoniere si pompe de beton in buna stare de functionare, cu toate verificarile impuse de legislatia in vigoare. Atat masinile cat si deserventii trebuie sa indeplineasca conditiile impuse pentru intrarea in santierul Beneficiarului.

- Inainte de prima livrare, Furnizorul trebuie sa puna la dispozitia Beneficiarului documentele prin

place are not consistent with the results of the test offered by the Supplier's laboratory, the additional verification will be made by a specialized laboratory agreed by the parties. All expenses in connection with this additional verification will be done by the defaulting party. The Supplier is not liable for the quality of finished products resulting from the use of the Products in the event that the Beneficiary fails to observe the technical specifications. In case of dispute the Beneficiary will have to prove the accuracy of design and of quality records. Upon request, the Supplier will provide to the Beneficiary the quality certificates and the Beneficiary will be bound to pick them up from the Concrete Station of the Supplier.

The Supplier will notify the Beneficiary in the event that the results of testing reveal that the Products delivered are of a lower quality than the one ordered and, within 30 (thirty) days the Beneficiary will inform the Supplier in writing about its intention concerning those Products.

If the Beneficiary states, based on the samples taken on the commissioning place, that the Products do not meet the quality requirements as per the delivery documents, it will notify the Supplier in writing within 5 days as of stating this aspect.

VII. ADDITIONAL AGREEMENTS:

- The price for pump services is fixed and is specified in the BoQ. No minimum quantity of mc is set for pump services.

- All contractual prices are fixed for delivery during day time and night time. It will be no additional costs for delivery during night.

- Deliveries will be made in the pace set by the Beneficiary and agreed by the Supplier, using an order transmitted by phone and by e-mail. The time period from the time of order to delivery time on site should be at least 24 hours.

- Road taxes, transportation taxes for the zone, additives, hot water are included in the Supplier's unit prices.

- The Supplier agrees to use only mixers and concrete pumps in good working condition with all checks required by law. Both truck mixers and concrete pumps must fulfill the conditions for entry into Beneficiary's site.

- Prior to the first delivery, the Supplier shall provide to the Beneficiary all documents proving the working

care se atesta buna stare de functionare a autobetonierelor cat si a pompelor de beton.

VIII. PENALIZARI

In cazul in care Beneficiarul nu efectueaza platile in termenul stabilit, acesta va suporta dobanzi penalizatoare conform cu legislatia in vigoare.

Furnizorul isi rezerva dreptul de a sista livrarile catre Beneficiar daca acesta nu respecta termenii de plata agreeati conform acestui contract sau daca limita de creditare mentionata in Articolul III al acestui Contract va fi depasita.

In cazul in care Furnizorul nu isi indeplineste obligatiile contractuale privind livrarea de produse si servicii, acesta va suporta penalitati de 0,7 % din valoarea bunurilor comandate, nelivate si serviciilor neprestate Beneficiarului pentru fiecare zi de intarziere, fara a depasi 10% din valoarea estimata a contractului.

IX. FORTA MAJORA

Partile vor fi exonerate de raspundere in masura in care indeplinirea obligatiilor sau incercarea de a remedia vreo incalcare a prezentului Contract sunt intarziate sau impiedicate din motive imprezibile si de neinlaturat sau de circumstante dincolo de vointa lor, incluzand incendii, catastrofe naturale, cutremure, accidente sau alte imprejurari similare ("**Forta Majora**"), cu conditia ca Partea care intarzie indeplinirea obligatiilor sa notifice in scris cealalta Parte asupra aparitiei si incetarii unui asemenea caz de Forta Majora, in termen de 5 (cinci) zile de la aparitia si incetarea acestuia, si cu conditia ca respectiva Parte sa depuna toate eforturile pentru a remedia situatia. In caz de Forta Majora, perioada de timp aferenta indeplinirii obligatiilor sau remedierii se va prelungi cu o perioada egala cu durata cazului de "Forta Majora". Existenta Fortei Majore va fi dovedita de partea care o invoca prin certificatul emis de Camera de Comert si Industrie a Republicii Moldova. Forta Majora in cazul livrarii Produselor o reprezinta si situatia in care se inregistreaza temperaturi sub -10 grade Celsius.

X. DISPOZITII FINALE

Correspondenta se va efectua in timpul programului de lucru al Statiei de Betoane a Furnizorului, iar orice modificare asupra datelor de firma (sediu, numere de telefon/fax, cont bancar, banca, persoane de contact, etc.) va fi comunicata in maxim 24 ore, atat de Furnizor, cat si de Beneficiar.

Prezentul Contract este supus legilor din Republica Moldova. Orice disputa va fi solutionata pe cale amiabila in termen de maxim 30 de zile de

condition for truck mixers and concrete pumps.

VIII. PENALTIES

In case of failure by the Beneficiary to make payments within the agreed time period, the Beneficiary will be bound to pay penalties according with the Moldovian law.

The Supplier hereby reserves the right to suspend deliveries to the Beneficiary in the event that the Beneficiary fails to observe the payment terms agreed hereunder or in the event that the credit line limit mentioned in article III hereof is exceeded.

In case of default in accordance with the contract the Supplier will be bound to pay penalties of 0.7% of the amount of the ordered, undelivered products and unexecuted services to the Beneficiary per day of delay, without exceeding 10% from the total estimated contract value.

IX. FORCE MAJEURE

The parties will be exonerated of liability to the extent the fulfilment of their obligations or the attempt to remedy any breach of this Agreement are delayed or prevented by unpredictable and unavoidable events or circumstances beyond their will that include fires, acts of God, earthquakes, accidents or other similar events ("**Force Majeure**"), provided that the party that delays the fulfilment of its obligations will have notified the other party in writing about the occurrence and cease of such Force Majeure event within five (5) days as of the occurrence and, respectively, the cease thereof, and subject to such party using its best efforts in order to remedy such event. In case of Force Majeure, the time period allotted to the fulfilment of the obligations or to the remedying of breach will be extended for a period equal to the duration of the Force Majeure event. The party claiming Force Majeure must provide to the other party a certified in this respect, issued by the Chamber of Commerce and Industry of the Republic of Moldova. Temperatures below -10 degrees Celsius will also be considered Force Majeure events in case of Products delivery.

X. FINAL PROVISIONS

The correspondence and other communications will be served during working hours of the Supplier's Concrete Station and any changes in the corporate data (registered seat, telephone/fax numbers, bank account, bank, contact person etc.) will be communicated within maximum 24 hours by the Supplier and, respectively, by the Beneficiary.

This Agreement is governed by the laws of Republic of Moldova. Any dispute will be settled amicably

la data aparitiei acesteia. In caz contrar, toate neintelegerile privind validitatea sau rezultate din executarea sau incetarea prezentului Contract vor fi supuse spre solutionare instantelor judecatoresti competente material de la sediul social al Furnizorului.

Prezentul Contract intra in vigoare la data semnarii si este valabil pana la data de: 30.09.2017.

Prezentul Contract nu va putea fi cesionat de ambele parti fara aprobarea scrisa a celeilalte parti.

In cazul aparitiei unor discrepante intre versiunea in limba romana si cea in limba engleza a prezentului Contract, versiunea in limba engleza va prevala.

Prezentul contract a fost incheiat in Chisinau intr-un numar de 2 exemplare, cate unul pentru fiecare parte, astazi 03.04.2017, data semnarii lui.

Urmatoarele Anexe fac parte integranta din Contract:

1. Anexa nr. 1 Lista de preturi produse si servicii si Oferta comerciala a Furnizorului.
2. Anexa nr. 2 Descrierea retetelor pentru prepararea betonului cat si fisele tehnice ale produselor utilizate.
3. Anexa nr. 3 Raportul Oficial de negociere din data de 27.03.2017
4. Anexa nr. 4 Conventie de lucrari pe linie de securitate a muncii
5. Anexa nr. 5 Codul de conduita STRABAG
6. Anexa nr. 6 Formular de comanda
7. Anexa nr. 7 „Condiții contractuale generale pentru lucrări executate de subantreprenori in Republica Moldova“(CCGL)

within maximum 30 days as of the occurrence thereof. If amicable settlement cannot be reached, all disputes between the parties concerning the validity or resulting from the performance or termination of this Agreement will be referred for settlement to the qualified courts of law with jurisdiction over the headquarters of the Supplier. This Agreement comes into force on the date of its signing and is valid until: 30.09.2017.

This Agreement may not be assigned by both parties without prior written approval of the other side.

In case of the discrepancy between the Romanian version and the English version, the English version will prevail.

The present contract was concluded in Chisinau in a number of 2 originals, one for each party, today, 03.04.2017, its signing date.

The following Annexes are part of the Agreement:

1. Annex no. 1 Price List (BoQ) and Supplier's Commercial offer
2. Annex no. 2 Mix Design and the technical specifications of the used products.
3. Annex no. 3 Negotiation Official Report dated 27.03.2017
4. Annex no. 4 Work agreement on labour safety
5. Annex no. 5 STRABAG Code of Conduct
6. Annex no. 6 Order form
7. Annex no. 7 „General Contractual Conditions for Works executed by subcontractors in Republic of Moldova“(GCCW)

FURNIZOR/ SUPPLIER:
S.C. „MARSHARCON“ S.R.L.

Boris Marcoci
Director General



BENEFICIAR/BENEFICIARY:
I.C.S. „STRABAG“ S.R.L.

Cristina Grigore

Manfred Mueller

