

DATED

1st September 2021

(1) IVECO S.p.A.

- and -

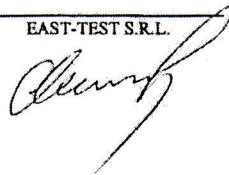
(2) EAST-TEST S.R.L.

**IVECO SERVICE AND PARTS DISTRIBUTORSHIP
AGREEMENT**

IVECO S.p.A.



EAST-TEST S.R.L.



IVECO SERVICE AND PARTS AGREEMENT

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

and

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

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

WHEREAS Iveco is willing (a) to service the Iveco Vehicles and distribute the Contract Parts, by establishing and maintaining a qualitative selective distribution system and (b) to establish qualitative criteria to be uniformly applied to its SP Distributors and Authorised Repairers;

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

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

WHEREAS Iveco and the SP Distributor acknowledge and agree that, in the event Iveco and the SP Distributor have also executed a distributorship agreement for the sale of Iveco Vehicles, this Service and Parts Agreement is inherently and functionally connected to said distributorship agreement, in consideration of the personal nature of the overall relationship existing between the SP Distributor and Iveco, as well as in consideration of the strict connection between the sale and the after sale of the Iveco Vehicles;

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

SECTION I. DEFINITIONS AND SCOPE OF THE AGREEMENT

1. DEFINITIONS

1.1. Definitions

The following definitions shall apply throughout this Agreement:

- 1.1.1. "Agreement" or "Service and Parts Agreement" shall mean this Iveco Service and Parts Distributorship Agreement;
- 1.1.2. "Authorised Repairer" shall mean any authorised repairer appointed by the SP Distributor with the consent of the Manufacturer, or by the Manufacturer according to

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Contract Vehicles or which is a Connected Undertaking in respect of such Iveco Company;

- 1.1.15. "Matching Quality Spare Parts" shall mean exclusively spare parts made by any third party which are of a sufficiently high quality that their use does not endanger Iveco and Iveco Network's reputation;
- 1.1.16. "Original Spare Parts (Supplier)" are presumed to be, unless the contrary is proven, spare parts which, according to the certification of an Iveco supplier, have the same quality as the components used for the assembly of an Iveco Vehicle and which are manufactured by such Iveco supplier according to the specifications and productions standard provided by Iveco for the production of components or spare parts for the Iveco Vehicle(s) in question, inclusive of spare parts which are manufactured by the Iveco Supplier on the same production line as these components;
- 1.1.17. "Qualitative Criteria" shall mean the qualitative criteria referred to in Section IX and detailed in Annex G, as amended and modified by Iveco pursuant to art. 38.2. of this Agreement;
- 1.1.18. "Regulations" shall mean Regulation (EC) 461/2010 of the European Commission of the 22nd of May 2010 on the application of art. 101, paragraph 3, of the Treaty on the functioning of the European Union to categories of vertical agreements in the motor vehicles sector and Regulation (EC) 330/2010 of the European Commission of the 20th of April 2010 on the application of art. 101, paragraph 3, of the Treaty on the functioning of the European Union to categories of vertical agreements and concerted practices;
- 1.1.19. "Undertaking of the Iveco Network" shall mean an Iveco Company and/or an Iveco Authorised Vehicle Distributor and/or an Iveco Authorised SP Distributor and/or Parts Distributors.

1.2. Additional Definitions

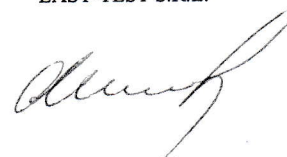
- 1.2.1. The terms "distribution", "distribute" and "sell" shall cover all forms of sale and supply, including leasing and hire purchase.
- 1.2.2. "Person" shall mean any individual, firm or undertaking.
- 1.2.3. The term "Resale" shall include any act through which an individual or a legal entity purchases on its own behalf a product with the purpose to resell it as new, regardless of the legal qualification of the act through which such resale is performed.

2. SCOPE OF THE AGREEMENT

2.1. Scope of the Agreement

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

2.2. Compliance with the Regulations



reasonable prior notice to the SP Distributor and all other SP Distributors in Moldova, in any event being no less than six (6) months, and the SP Distributor shall be bound to put in place any and all the actions required to comply with the modified and updated Qualitative Criteria within the notice period.

38.4. Assessing continuous compliance with the Qualitative Criteria

- 38.4.1. During the term of this Service and Parts Agreement, Iveco shall have the right to assess, directly or through third parties, that the SP Distributor and its Authorised Repairers, if any, is in compliance with the Qualitative Criteria.
- 38.4.2. In the event of disagreement about the non-compliance to the Qualitative Criteria, the Parties may resort to Article 55 of this Agreement.

SECTION X. DURATION AND TERMINATION

39. ENTRY INTO FORCE AND DURATION

39.1. Entry into force and Duration

- 39.1.1. This Agreement shall enter into force on 1st of September 2021 and shall remain into force and effect unless terminated under the provisions hereof.

39.2. No indemnity in case of suspension or termination

- 39.2.1. Neither the suspension of performance pursuant to Article 41.1.1. below nor the termination of this Agreement in accordance with Articles 40, 41 or 42 (with the sole exception and within the limits of Paragraph 40.2.1.) shall entitle either Party to this Agreement to claim from the other Party any indemnity or compensation of whatsoever nature relating only to the fact either of suspension of performance or termination of this Agreement. Neither this provision nor termination of this Agreement shall prejudice any right to which either Party may be entitled in connection with or as a consequence of any breach of this Agreement by the other Party including those circumstances where the breach of this Agreement has been used as the reason for termination.

40. TERMINATION AT WILL

40.1. Termination by 12 months prior notice

- 40.1.1. Either party may terminate this Agreement at will by giving to the other party twelve (12) months prior written notice, to be communicated by registered mail with advice of delivery, without any obligation to give reasons for the termination and without any right of indemnity in favour of the party receiving the said notice.

40.2. Termination by Iveco by 6 months prior notice

- 40.2.1. Furthermore, Iveco may terminate this Agreement at any time, by giving the SP Distributor a six (6) months' prior written notice, in such case (and only in such specific case) Iveco shall pay to the SP Distributor a compensation determined on the basis criteria detailed in Annex M.



59. SIGNATURES

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

Signature of SP Distributor's Authorized
Executive Officer



Name MARCEL MIHAI
Dated 01.09.21

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

Name MARARITA VERA
Dated 01.09.21
Name _____
Dated _____

Signature of Iveco's Authorized
Executive Officer

Dated 01.09.2021
10136 Torino, Lungo Sura Lario 49

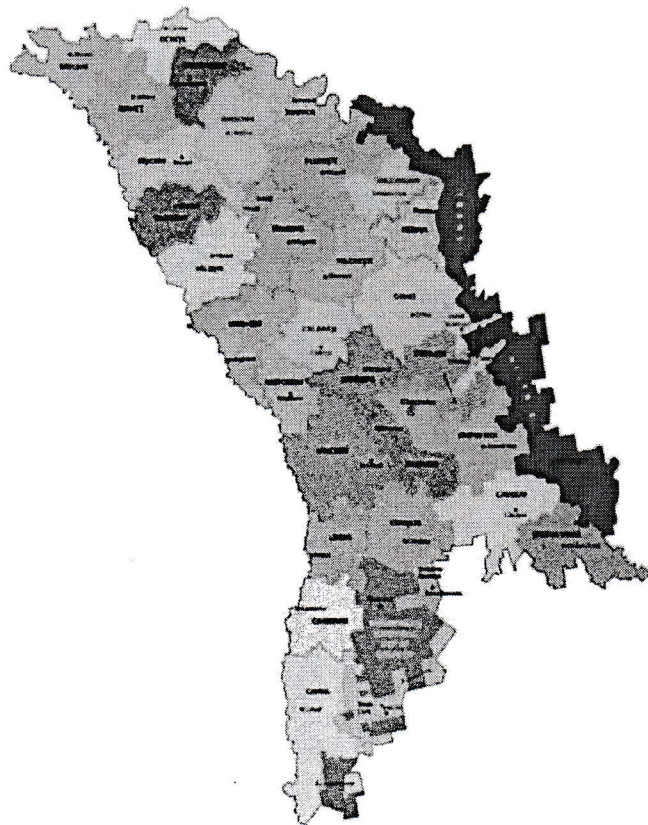
ANNEX B
TO THE IVECO SERVICE AND PARTS DISTRIBUTORSHIP AGREEMENT

SP DISTRIBUTOR AREA OF RESPONSIBILITY

Distributor will be responsible to develop and expand its business and sub-distributors in the area, specified according to former county system (see list of counties), and as shown in below map.

List of counties: All Moldova

Map:



Iveco S.p.A.

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ANNEX F - Page 2
TO THE IVECO SERVICE AND PARTS DISTRIBUTORSHIP AGREEMENT

2. Premises

of Societatea cu Răspundere Limitată EAST-TEST

trading as EAST-TEST S.R.L.

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

Str. Cucorilor 14,
MD-2020 Chisinau,
Moldova

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

NONE

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

NONE

Digitally signed by Mararița Mihai
Date: 2024.01.11 14:14:28 EET
Reason: MoldSign Signature
Location: Moldova



Iveco S.p.A.

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EAST-TEST S.R.L.

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