

DISTRIBUTION AGREEMENT

This Distribution Agreement (~~Agreement~~) entered into on 31th of March 2015.

BY AND BETWEEN

Erkunt Traktör Sanayii A, a manufacturer of Tractors, duly organized under the laws of Turkey and having its principal office of business at Organize Sanayi Bölgesi, Bat Hun Cad. No:2, Sincan 06930 Ankara, TURKEY registered with the number [182625] and represented by [Tolga SAYLAN], CEO, duly authorized representative for the purpose hereof (hereinafter referred to as '**Erkunt**', which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part;

AND

SRL AGROTRAC PRIM company registered and validly existing under the laws of Moldova having its registered office mun. of Chisinau, Muncesti Highway, 300/2, registered with the number 1014600005618, represented by Alexandr Djichia, and duly authorized representative for the purpose hereof (hereinafter referred to as '**Distributor**', which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Other Part.

(Erkunt and the Distributor hereinafter shall be individually referred to '**Party**' and collectively as '**Parties**').

WHEREAS

- (a) ERKUNT is in the business of manufacturing and exporting inter alia of tractors, machinery spare parts, and accessories thereof.
- (b) The Distributor is engaged inter alia in the business of tractor, agricultural equipment at Moldova
- (c) The Distributor has represented it has the requisite capability to act as a distributor of ERKUNT's Products in the Territory and is desirous of selling Products (as defined below), in the Territory, and has approached ERKUNT for the same;
- (d) Relying on the representations of the Distributor and on the basis of the mutual understanding arrived at between/among the Parties, the Parties hereby enter into this Agreement for the aforesaid purpose on terms and conditions stated hereunder

NOW, THEREFORE, consideration of the mutual covenants and obligations contained herein, the sufficiency of which are hereby acknowledged, ERKUNT and the Distributor agree as follows:

1. DEFINITIONS:

The following words and terms will, when used in this Agreement; have the meaning as set forth in this Clause:1

“Agreement” shall mean this Agreement.

“Anti-Corruption Laws” means any foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including without limit Turkey’s Prevention of Corruption Act, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“Confidential Information” shall mean all confidential and proprietary information and trade secrets of ERKUNT and its subsidiaries, including but not limited to information concerning the business or operations of ERKUNT, design changes, improvements, inventions, know-how, plans or intentions, market opportunities and business affairs, Product information and process of the Products, including drawings, designs, documents.

“Force Majeure” for the purpose of this Agreement, means an event beyond the reasonable control of the Party claiming relief from the consequences of such event and which event, such Party could not have foreseen or prevented. Force Majeure events include (but are not limited to), fires, earthquakes, floods, epidemics, natural calamities, other acts of God, wars or acts of war, outbreak of hostilities (regardless of whether war is declared), terrorist acts, embargoes, lockdowns, blockades, the imposition of, or changes to, Sanctions and Export Rules; or other governmental or regulatory authority action, revolutions, riots, civil commotions or sabotage.

“PDI” shall mean Pre-Dispatch Inspection.

“Distributor” shall mean SRL AGROTRAC PRIM, which shall purchase Products from ERKUNT pursuant to the terms of this Agreement. Distributor shall not be a Dealer for purposes of this Agreement, nor will it be a dealer for purposes of any law (whether established by statute, by code, under common law or otherwise) governing the relationships between automobile manufacturers and automobile dealers.

“Dealer” shall mean the party/ parties appointed by Distributor in accordance with Clause 19 herein for the purpose of marketing and distribution of the Products within the Territory and shall include sub-distributors.

“Products” shall mean tractors, farm equipments as specifically mentioned in Annexure I

matter hereof and supersedes and cancels all earlier discussions and negotiations of understandings, agreements, representations, warranties, MOUs and LOIs, whether written or oral, express or implied, between them.

48. **NO THIRD-PARTY BENEFICIARIES**

Any agreement herein contained, express or implied, shall be only for the benefit of the parties to this Agreement and their respective successors and permitted assigns, and such agreements shall not inure to the benefit of any other party, whomsoever, it being the intention of the parties to this Agreement that no one shall be deemed to be a third-party beneficiary of this Agreement.

49. **COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have signed this Agreement, which is finally executed in duplicate, on the day and year first herein above written.

For and on behalf of
ERKUNT TRAKTOR SANAYI A.S

BY ERKUNT TRAKTÖR SANAYI A.Ş.
Name: Organize Sanayi Bölgesi Batıkun Cad.
No: 2 06920 Sincan Sincan / ANKARA
Title: Ankara Kurumlar V.D. 363 017 8028

In the presence of:

By : _____
Name:
Title:

For and on behalf of
"AGROTRAC PRIM" LTD.

BY _____
Name:
Title:



In the presence of:

By : _____
Name:
Title:

ANNEXURE II

MANUFACTURER'S WARRANTY

Erkunt Spare Parts and Warranty Policy to be mentioned here

ERKUNT TRAKTÖR SANAY A. . AFTER SALES SERVICES AGREEMENT

This agreement is concluded between “ERKUNT TRAKTÖR SANAY A. . (hereinafter referred to as “ERKUNT TRACTOR”) and “AGROTRAC PRIM” LTD (hereinafter referred to as “Distributor / Dealer”) and under the following conditions.

Subject of the supplemental agreement:

It has been issued in addition to the Distributor / Dealership agreement, which was or will be signed mutually with the sales department.

This agreement is concluded, within the region / country that the Distributor / Dealer is responsible for, maintenance and repair of tractors, combine harvesters, all kinds of agricultural equipment or similar items manufactured or sold by ERKUNT TRACTOR, without any prejudice to the market reputation of ERKUNT TRACTOR and ARMATRAC brands, to regulate the conditions of providing focused, complete and quality service.

Distributor / Dealer cannot provide authorized service for products that are not trained by ERKUNT TRACTOR and do not have a training certificate. Otherwise, any responsibility belongs to him.

Agreement Period and Validity

This agreement is made for 1 (one) year. If either party fails to notify the other party that they have terminated the agreement at least 1 (one) month before the agreement expires, the agreement will automatically extend for 1 year. The same procedure will apply in the following periods. In addition, if the distributorship / dealership period validity expires, this agreement will terminate itself.

PRODUCT WARRANTY TERMS

When any malfunction caused by parts and / or labour that may occur within the warranty period agreed by the parties, the following arrangement processes will be activated.

The warranty period, scope and basic terms are given in the table below. Unless otherwise stated, will be acted according to Erkunt Tractor main policy titled “Warranty Booklet”.

Unless otherwise specified in the main distributorship / dealership agreement, the following terms are valid for products with engines above Euro 0 in first chart. Second chart is for Euro 0 Engines and the third table includes agricultural equipment.

accommodation and other expenses of ERKUNT TRACTOR employees and other training expenses.

In the event that the Distributor / Dealer does not participate in the training based on the first training invitation, technical staff support will be provided for a fee for the technical staff support request.

This agreement has been signed by the parties on 30 / 03 / 2023 together in two copies and became valid from the moment it was signed. A wet signed copy of the agreement was taken by the parties.

ERKUNT TRAKTÖR SANAYİİ. A.Ş.

ERKUNT TRAKTÖR SANAYİİ A.Ş.
Organize Sanayi Bölgesi/Beşirhan Cad.
No: 2 06935 Sincan / ANKARA
Ankara Kurumlar V.D. 363 017 8028

DISTRIBUTOR/DEALER

