

CONTRACT DE OPERARE No: 013

Incheiat astazi: 18.11.2020

Intre:

I. Partile

1. **Aeroportul International Mărculești** cu sediul în MD-5028, s. Lunga, r-nul Florești, în calitate de locutor (furnizor servicii), cod fiscal 100460700530, în calitate de prestator reprezentat de Nicolae Clichich as in calitate de Administrator, si
2. **AVIO OTRYAD-VARNA SRL** cu sediul în Bulgaria, mun.Varna 9023 c-sul rezidențial „Vladislav Varnenchik” b.401, sc. 17, et.4, ap.288, CUI 103256924, Cod fiscal BG103256924, în calitate de chiriaș reprezentată prin Dl. Jelu Bourilkov

II. OBIECTUL CONTRACTULUI

1. Punerea la dispozitie a pistei de decolare-aterizare pentru desfasurarea activitatii operationale a operatorului aerian, in functie de necesitatile acestuia, in starea la care se afla la data incheierii contractului.

III. TERMENUL CONTRACTULUI

1. Prezentul contract se incheie pe o perioada de 36 luni de la data semnarii.
2. Contractele vor fi reînnoite în mod automat pentru perioade ulterioare de aceeași durată ca și contractul inițial, cu excepția cazului în care oricare dintre părți o va notifica pe cealaltă în scris cel puțin treizeci (30) de zile înainte de expirarea contractului actual.

IV. PRETUL SI MODALITATEA DE PLATA

1. Valoarea serviciului prestat se stabileste prin act aditional la contract.
2. Plata se face in termen de 15 zile de la emiterea facturii in contul furnizat de prestator.

V. DREPTURILE SI OBLIGATIILE PRESTATORULUI

1. Prestatorul se obliga sa puna la dispozitia beneficiarului pista de decolare-aterizare pe perioada contractului, fara alte obligatii.

VI. OBLIGATIILE BENEFICIARULUI

1. Beneficiarul se obliga sa foloseasca pista in scopul declarat in conformitate cu contractul.
2. Beneficiarul se obliga sa organizeze activitatea de zbor in conformitate cu legislatia in vigoare si normele stabilite de Autoritatea Aeronautica Civila a Republicii Moldova

VII. ALTE CLAUBE

1. Beneficiarul nu are dreptul de a ceda prezentul contract unei terte persoane

OPERATING CONTRAC No: 013

entered into this 18th day of November 2020

By and between:

I. The parties

1. **Aeroportul International Mărculești**, with headquarters in MD-5028, s. Lunga, r-nul Florești, as Landlord (Service Provider). tax code 100460700530, as Supplier, represented by Nicolae Clichich as Manager, and

2. **AVIO OTRYAD-VARNA OOD**, with headquarters in Bulgaria, Varna 9023, Vladislav Varnenchik Residential Quarter, Bl.401, Entr.17, 4th Floor, Flat 288, Company registration number 103256924, VAT number BG103256924, as Tenant (Service Beneficiary), represented by Mr. Jelu Bourilkov

II. SCOPE OF CONTRACT

1. Provision of the landing and takeoff runway for the performance of the air operator's operating activities, in the state that it was in when the contract was signed.

III. DURATION OF CONTRACT

1. This Contract shall continue for a period of 36 months of the signing date.
2. The contract shall automatically renew for subsequent periods of the same length as the initial contract unless either party gives the other party a written notice of termination at least thirty (30) days prior to expiration of the then-current contract

IV. PRICE AND MODE OF PAYMENT

1. The value of the provided service shall be determined by an additional agreement to the contract.
2. Payment shall be made within 15 days of the issuance of the invoice to a bank account nominated by the Supplier.

V. RIGHTS AND OBLIGATIONS OF THE SUPPLIER

1. The Supplier undertakes to provide the landing and takeoff runway to the Beneficiary for the duration of the contract, without any other obligations.

VI. OBLIGATIONS OF THE BENEFICIARY

1. The Beneficiary undertakes to make use of the runway as intended, in compliance with the contract.
2. The Beneficiary undertakes to organize the flight activity in compliance with the current laws and subject to the regulations determined by the Civil Aviation Authority of the Republic of Moldova.

**Conform cu
originalul**

2. Prestatorul este exonerat de raspundere, de orice natura pentru orice evenimente sau fapte rezultate din organizarea sau desfasurarea activitatii de zbor
3. Beneficiarul se obliga sa asigure intreaga dotare logistica necesara desfasurarii activitatii de zbor.

VIII. FORTA MAJORA

1. Orice imprejurare independenta de vointa partilor contractante, intervenita dupa data semnarii prezentului contract si care impiedica executarea acestuia, este considerate forta majora si exonereaza de raspundere partea care o invoca in conditiile legii.

IX. REZILIAREA CONTRACTULUI

1. Rezilierea prezentului contract se poate face prin acordul partilor, pe cale amiabila. Fiecare isi rezerva dreptul de a rezilia unilateral contractul in cazul in care cealalta parte nu isi respecta obligatiile asumate.
2. In cazul in care, pe cale amiabila nu este posibila rezilierea contractului, acesta are caracter de titlu executoriu.

X. RASPUNDEREA CONTRACTUALA

1. Beneficiarul se obliga sa nu aduca atingere mfrastructurii de care beneficiaza, de asemenea sa respecte normele de mediu dispuse de legislatia in vigoare.

XI. DISPOZITII FINALE

1. Modificarea prezentului contract, precum si anexe la contract se fac numai in scris, prin acordul partilor.
2. Prezentul contract a fost negociat si incheiat astazi 17.11.2020 in doua exemplare, cate unul pentru fiecare parte contractanta.

Aeroportul International Mărculești
Nicolae Clichich

AVIO OTRYAD-VARNA SRL

Jelu Bourilkov

VII. MISCELLANEOUS

1. The Beneficiary shall not have the right to assign this Contract to a third party.
2. The Supplier shall be relieved from liability for events or facts arising out of the organization or conduct of the flight activity.
3. The Beneficiary undertakes to ensure the entire logistic equipment necessary for the performance of the flight activity.

VIII. FORCE MAJEURE

1. Each and every circumstance beyond the will and control of the contracting parties, which has occurred after the date on which this Contract was signed and which obstruct its performance shall be regarded as force majeure and shall discharge the party relying thereon in accordance with the law.

IX. TERMINATION OF CONTRACT

1. This Contract may be terminated amicably, by agreement between the parties. Either party shall retain the right to end the contract unilaterally if the other party fails to fulfill its obligations.
2. If the Contract cannot be terminated amicably, it shall be effective as a writ of execution.

X. CONTRACTUAL LIABILITY

1. The Beneficiary undertakes not to affect the infrastructure he makes use of, as well as to abide by the environmental protection standards provided for by the current legislation.

XI. FINAL PROVISIONS

1. Any amendment to this Contract as well as to the schedules thereto shall be made in writing only, with the consent of the parties.
2. This Contract is made and entered this 17th day of Novmber 2020 in two original copies, by one for each of the contracting parties.

Aeroportul International Mărculești
Nicolae Clichich

AVIO OTRYAD- VARNIA SRL

Jelu Bourilkov



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originalul