

DISTRIBUTION AGREEMENT

(Tractors and Spare Parts)

This distribution agreement (hereinafter this "**Agreement**") is made this day 29th, of November 2019, by and between

SAME DEUTZ-FAHR ITALIA S.P.A., a company organized and existing under the Laws of Italy, having its registered offices at Treviglio (Bergamo) viale F. Cassani n. 15 (hereinafter referred to as "**SDFI**"), represented by Mr. Ivano Volpon, acting in his capacity of Legal & Corporate Affairs and Internal Audit Director, duly empowered to sign this Agreement;

and:

FPC Aprocomteh SR a company validly incorporated and existing under the Laws of R. of Moldova, having its registered offices at Chisinau, Muncesti 426 A str. (hereinafter referred to as "**Distributor**"), represented by Mr. Anatolie David acting in his capacity of General Director, duly empowered to sign this Agreement;

WITNESSETH, That

WHEREAS, the Distributor is active in the business of marketing and selling farm tractors and spare parts, and its organization includes qualified staff and premises suitable for supplying technical after-sale assistance to the customers;

WHEREAS, the Distributor is interested in being granted the distributorship of farm tractors and spare parts which are manufactured, marketed and sold world-wide by the group to which SDFI belongs;

WHEREAS, SDFI is duly entitled to grant the distributorship under the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the recitals above and mutual covenants contained herein, the parties hereto agree as follows.

1. Distributorship and Territory

1.1 Save what is provided under article 6.5 below, SDFI hereby appoints the Distributor, which accepts, as an exclusive distributor for selling and after-sale servicing of farm tractors bearing the **trademark "Deutz Fahr"**, hereinafter referred to as the "**Products**". In addition SDFI appoints the Distributor, which accepts, as an exclusive distributor for selling original spare parts, lubricants, and accessories for the Products repair services for them (hereinafter referred to as the "**Spare Parts**") and providing after sales / repair services for the Products. The Spare Parts are those listed in the **Appendix 1**. In furtherance, SDFI appoints the Distributor, which accepts, as an exclusive distributor for "**Deutz Fahr**" merchandising items, under the terms and conditions to be agreed separately on a yearly basis.

This distributorship and any rights hereunder granted to the Distributor in accordance with this Agreement:

(i) shall not include any other tractors or similar equipment which may be manufactured or marketed by SDFI, or other companies of the group to which the latter belongs, with other trademark than "**Deutz Fahr**" or any other spare parts but those relevant to the Products; and
(ii) shall be limited to the **territory of the Republic of Moldova** (hereinafter referred to as the "**Territory**").

1.2 The Distributor shall purchase and sell the Products and Spare Parts in its own name and for its own account. The Distributor shall not be authorized to bind SDFI contractually. The Distributor shall be free in the negotiation of sales prices with its customers.

1.3 If the Distributor itself appoints resellers for Spare Parts, e.g. so-called "B-dealers", it shall be obliged to agree with them on appropriate sureties in the interest of SDFI. If the Distributor disposes of SDFI's



X. Final provisions

1. Place of performance is the delivery plant.
2. If the Distributor is a merchant, then our registered office is the proper venue; however, we are also entitled to sue the Distributor in another venue.
3. This contract shall be governed by and construed in accordance with the laws of Italy, also excluding the applicability of Vienna United Nations Convention on Contracts on the International Sale of Goods (CISG) and of the Italian rules of Private International Law (conflict of laws).

Date: November 29, 2019

The Distributor

Is hereby expressly acknowledged that the following clauses have been examined and approved:

- (III) Scope of delivery;
- (IV) Price and payment;
- (VI) Passing of risk and taking delivery;
- (VII) Claims for defects / liability;
- (VIII) Warranty;
- (IX) Retention of title.

Date: November 29, 2019

The Distributor

Contract №

20.03.2017

Sigma S.p.A.

, numit in continuare "Vanzator", in persoana directorului
Lorenzo Aurora, care actioneaza in baza Statutului, pe de o parte

si

FPC «Aprocomteh» SRL, Moldova, denumit in continuare
"Cumparator", in persoana directorului general David A.C., care
actioneaza in baza Statutului, pe de alta parte, au incheiat prezentul
contract privind urmatoarele:

1. OBIECTUL CONTRACTULUI

1.1. Vanzatorul este de acord sa produca si sa livreze utilaje agricole
si piese de schimb pentru ele (in continuare - produse), precum si
documentele legate de dealer de proprietate, acordarea de drepturi
exclusive pentru promovarea acestuia pe piata din Republica
Moldova (in continuare - "Zona de Contract"), in inclusiv
identificarea de clienti (cumparatori), iar dealerul trebuie sa accepte
si sa plateasca prompt pentru bunuri in termenii indicati in contract.

1.2. Livrarea marfurilor in perioada de valabilitate si valoarea totala
a contractului se face in loturi.

1.3. Cantitatea, varietatea, pretul, cost si livrare al fiecarui lot de
marfuri este determinata in specificari, care sunt parti integrante ale
Contractului.

1.4. Vanzatorul este de acord sa nu vanda bunurile lor in zona de
contract altor companii decat Dealerului, fara consimtamantul
Dealerului in scris.

2. PREȚUL ȘI COSTUL TOTAL

2.1. Prețurile pentru bunuri care urmează să fie livrate în baza acestui
contract sunt stabilite în dolari SUA și includ costurile de ambalare,
etichetare și de încărcare.

2.2. Vanzatorul preconizeaza de a livra Cumparatorului conform
contractului produse

3. CONDITIILE DE PLATA

3.1. Plățile efectuate în temeiul prezentului contract de către
Cumpărător se efectuează în EURO în contul Vanzatorului.

3.2. Cumparatorul transfera in avans 100% din suma indicata in
Specificare.

3.3. Schimbarea formei de plata va fi prevazuta de catre parti
Intr-un Acord Aditional la prezentul contract.

4. ACTE DE EXPEDIERE

4.1. Invoice – 3 exemplare.

4.2. CMR – 1 exemplar.

4.3. Lista de ambalare - 1 exemplar.

4.4. Certificat de calitate – 1 exemplar

4.5. Certificat de origine - 1 exemplar

4.6. Documentele de transport sunt emise pentru fiecare lot și se
transferă la cumpărător simultan cu transferul de bunuri.

5. AMBALAREA SI MARCAREA

5.1. Containerele și ambalajul trebuie să îndeplinească cerințele de
export pentru acest tip de produse conform legislației țării

Contract №

20.03.2017

Sigma S.p.A.

, hereinafter referred to as the «Seller», represented by
Mr. Lorenzo Aurora. Director who is acting in accordance with the
Statute.

and

FPC «Aprocomteh» SRL, Moldova, hereinafter referred to as the
Buyer, represented by David A.C., general director, acting in
accordance with the Articles of Association, on the other hand.
hereinafter referred to as the «Parties» have concluded the
attachment for the following:

1. SUBJECT OF THE CONTRACT

1.1. Seller agrees to produce and to supply agricultural technique and
spare parts for products, and documents as dealer. The seller agrees
to accord exclusive dealer's rights for Aprocomteh company, for
promotion on the market from Republic of Moldova and
identification of customers by Aprocomteh company, but the dealer
accepts to pay for the goods in the terms specified in the contract.

1.2. The delivery of the Goods within the terms of validity and total
value of the present Contract is carried out in lots.

1.3. Amount, assortment, price, value and term of Delivery of each
lot of the Goods are determined by the separate Specifications,
which are the integral parts of the present Contract.

1.4. The seller agrees to not sell the goods to other companies on the
territory of Republic of Moldova excepting Aprocomteh company
without Aprocomteh companie's approval.

2. PRICE AND TOTAL VALUE OF THE CONTRACT

2.1. The prices for the Goods subject to delivery according to the
present Contract are fixed in dollars USA and include of packing,
marking and loading.

2.2. The Seller intends to supply to the Buyer under this Contract the
Goods

3. TERMS OF PAYMENT

3.1. The payments under the present Contract are made by the Buyer
in EURO to the account of the Seller.

3.2. The Buyer shall remit 100 percent prepayment off value of
each consignment of Goods.

3.3. Changing the form of payment will be provided by the parties in
a Supplementary Agreement to this contract.

4. SHIPPING DOCUMENTS

4.1. Invoice – 3 copies.

4.2. CMR – 1 copies

4.3. Packing list – 1 copies

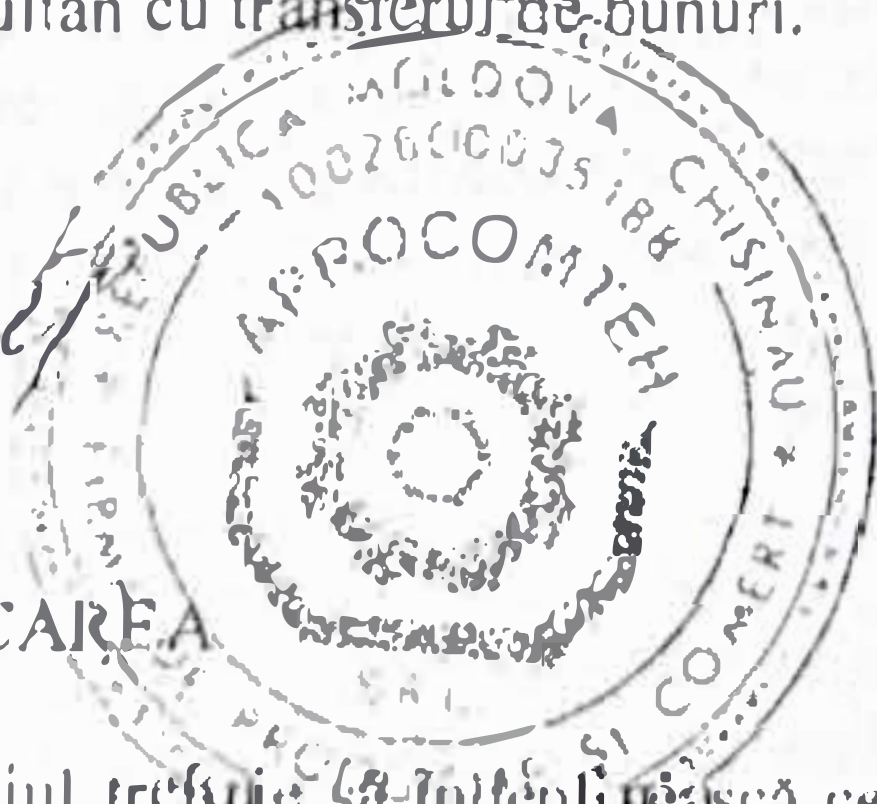
4.4. Certificate of Quality – 1 copies

4.5. Certificate of origin - 1 copies

4.6. The shipping documents are issued on each lot of the Goods and
are transferred to the Buyer simultaneously with transfer of the
Goods.

5. PACKING AND MARKING

5.1. Package and packing should meet the export requirements for
the given kind of the Goods in the country of the Seller, are designed



Sigma
MIGLIANICO (CH)
L'Amministratore Unico
L. Aurora

Umowa dostawy (zwana w dalszej części: „Umowa”) zawarta w Narwi (Республика Польша) w dniu: 05.04.2022, pomiędzy:

„PRONAR” sp. z o.o.

z siedzibą w Narwi, pod adresem ul. Mickiewicza 101A, 17-210 Narew, Polska, wpisaną do Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy w Białymstoku, XII Wydział Gospodarczy Krajowego Rejestru Sądowego pod nr KRS 0000139188, NIP 543-020-09-39, REGON: P-008002850, której kapitał zakładowy wynosi 51 000 zł i jest pokryty w całości, reprezentowaną przez:

- Dyrektora Zarządu - *Sergiusza Martyniuka,*
- Zastępcę Dyrektora ds. Technicznych - *Romana Omelianiuka,*

zwaną w dalszej części Umowy: „Sprzedawcą”

a

FPC Aprocomteh SRL
Republica Moldova
mun.Chisinau
sos.Muncesti 426A
MD-2002

reprezentowana przez:

- *Dyrektora – Anatolie David,*

działającego na podstawie Statutu zwaną w dalszej części Umowy: „Kupującym”, łącznie zwanymi w dalszej części Umowy: „Stronami”, o treści następującej:

1. PRZEDMIOT UMOWY

1.1. Sprzedawca sprzedawać będzie, a Kupujący nabywać maszyny komunalne i części zamienne, zwane w dalszej części Umowy „Towarem”, w asortymencie, ilości i cenach oraz warunkach dostaw wskazanych w każdym przypadku dostawy w Załącznikach, stanowiących nieodłączną część Umowy. Ostateczne zasady dostawy zawarte są w Załącznikach lub w jego Aneksach. Załączniki powinny być podpisane przez osoby upoważnione do reprezentacji Stron na dzień podpisania tego dokumentu.

1.2. Sprzedawca zobowiązuje się do przekazania Kupującemu wraz z Towarem wszystkich odnoszących się do niego dokumentów, w tym wskazanych w pkt. 6.3. Umowy.

1.3. Kupujący nabywa Towar w celu jego dalszej odsprzedaży na terytorium Mołdawii lub do wykorzystania Towaru do własnych potrzeb.

1.4. Towar przeznaczony jest do wwozu na terytorium Mołdawii.

2. CENY I OGÓLNA WARTOŚĆ UMOWY

2.1. Ceny za Towar, podlegający dostawie zgodnie z Umową, są wyrażone w walucie EUR.

2.2. Szacowana przez Strony ogólna i może zostać zmieniona po uzgodnieniu pomiędzy Stronami, poprzez zawarcie omi dz Stronami stosown ch isemn ch

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Контракт поставки (далее Контракт) подписан в г. Нарев (Республика Польша) 05.04.2022 между:

„PRONAR” Sp. z o.o.

ul., Mickiewicza 101A, 17-210 Narew, Polska зарегистрирован в Польском судебном реестре в Районном суде г. Белосток, XII хозяйственный отдел Польского судебного реестра № KRS 0000139188, NIP 543-020-09-3, REGON: P-008002850 уставный капитал составляет 51 000 злотых и внесён в полном объеме, в лице:

- *Генерального Директора - Сергиуша Мартынюка,*
- *Заместителя директора по Техническим вопросам - Романа Омелянюка,*

именуемый в дальнейшем „Продавец”,

и

FPC Aprocomteh SRL
Republica Moldova
mun.Chisinau
sos.Muncesti 426A
MD-2002

в лице:

- *Директора – Anatolie David,*

действующего на основании Устава, именуемый в дальнейшем "Покупатель", вместе именуемые в дальнейшем "Стороны", заключили настоящий Контракт о нижеследующем:

1. ПРЕДМЕТ КОНТРАКТА

1.1. Продавец продает, а Покупатель приобретает коммунальную технику и запчасти, именуемые в дальнейшей части Контракта "Товаром", в ассортименте, количестве, ценах и на условиях поставки, указанных в Приложении к настоящему Контракту, которое является его неотъемлемой частью. Окончательные условия поставки указываются в Приложении или Дополнительном соглашении. Приложение должно быть подписано лицом уполномоченным на представительство Сторон на день его подписания.

1.2. Продавец обязуется передать Покупателю вместе с Товаром все относящиеся к нему документы, в том числе указанные в п. 6.3. Контракта.

1.3. Покупатель приобретает Товар в целях его дальнейшей перепродажи на территории Молдовы или для использования Товара для собственных нужд.

1.4. Товар предназначен для ввоза на территорию Молдовы.

2. ЦЕНЫ И ОБЩАЯ СТОИМОСТЬ КОНТРАКТА

2.1. Цена Товара, подлежащего поставке согласно Контракту указана в ЕВРО.

2.2. Предполагаемая Сторонами общая стоимость Контракта может быть изменена

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у-р