

DATED

1st September 2021

(1) IVECO S.p.A.

- and -

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

**IVECO VEHICLE DISTRIBUTORSHIP AGREEMENT
COMMERCIAL VEHICLES RANGE**

IVECO S.p.A.

EAST-TEST S.R.L.

1



IVECO VEHICLE DISTRIBUTORSHIP 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 Distributor")

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

WHEREAS Iveco is willing (a) to distribute and service the Contract Vehicles, by establishing and maintaining a qualitative selective distribution system and (b) to set forth sets of qualitative criteria to be uniformly applied to his Distributors;

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

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

WHEREAS Iveco and the Distributor acknowledge and agree that, in the event Iveco and the Distributor have also executed an agreement for the service of Iveco Vehicles and sale of Iveco spare parts, this Distributorship Agreement is inherently and functionally connected to said agreement, in consideration of the personal nature of the overall relationship existing between the Distributor and Iveco;

NOW THEREFORE, in consideration of the recitals which are an integral part of this Distribution Agreement Iveco and the 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 "Distributorship Agreement" shall mean this vehicle distributorship agreement;

1.1.2. "Authorised Repairer" shall mean the repairer appointed by an Iveco Authorised Service and Parts Dealer with the consent of the Manufacturer or by the Manufacturer for the service of the Iveco Vehicles;

IVECO S.p.A.

EAST-TEST S.R.L.

2



63. 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 Distributor's Authorized Executive Officer



[Handwritten Signature]
Name MARARITA MIHAI
Dated 01.09.21

*Witness to Signature of Distributor's Authorized Executive Officer

Name MARARITA VERA *[Handwritten Signature]*
Dated 01.09.21
Name
Dated

Signature of Iveco's Authorized Executive Officer

[Handwritten Signature]
Dated 01.09.2021 S.p.A.
Sales & Marketing Central Europe
10156 Torano, Lungo Stura Lazio 49



[Handwritten Signature]

N 10/2021

**COOPERATION AGREEMENT between
"EAST-TEST" S.R.L. and RN INDUSTRIA
AUTO S.R.L. dated on 30 November
2022**

International company **RN INDUSTRIA AUTO S.R.L.**, with registered central office in Romania, Bucharest, Blv. Dimitrie Pompeiu nr. 5-7, and with manufacture office in Turkey, Istanbul, BÜYÜKBAKKALKÖY MAH. YAKASIK YOLU SK. NO:17 BÜYÜKBAKKALKÖY, MALTEPE, hereinafter referred to as "**SUPPLIER**", represented by **Mr. Suleyman Saka**, on the one hand,

and

The Company "**EAST-TEST**" SRL, MD-4839, Republic of Moldova, MUN. Chisinau, 3 Chisinau Street, hereinafter referred to as "**CUSTOMER**", represented by the General Manager **Mr. Mararita Mihai**, on the other hand, have concluded the present Agreement, by which it is agreed as follows.

1. SUBJECT OF THE AGREEMENT

1.1 The object of the present Agreement is the sale of goods according to the offer of the SUPPLIER and the order of the CUSTOMER indicated in each Contract-Order, being integral part of the present Agreement.

1.2 The Orders sent by the CUSTOMER and also the invoices of the SUPPLIERS are the integral part of the present Agreement.

1.3 The goods that are the object of the Cooperation Agreement are in the possession of the SUPPLIER till the full price amount is paid.

2. CONTRACT VALIDITY

2.1 The present Contract shall come into force from the date above and lasts until one of the Parties will require the termination of the Contract with prior written notice sent to the other Party at least 30 (thirty) days prior the expiry date.

а/м Ford (copie) N 72

**ДОГОВОР О СОТРУДНИЧЕСТВЕ между
"EAST-TEST" S.R.L. и RN INDUSTRIA
AUTO S.R.L. от 30 НОЯБРЯ 2021**

Международная компания **RN INDUSTRIA AUTO S.R.L.**, с центральным офисом по адресу: бул. Димитрие Помпею №5-7, Бухарест, Румыния, а производство по адресу: BÜYÜKBAKKALKÖY MAH. YAKASIK YOLU SK. NO:17 BÜYÜKBAKKALKÖY, MALTEPE, Стамбул, Турция, в лице г-на **Сулейман САКА**, в дальнейшем «**ПОСТАВЩИК**», с одной стороны,

и

компания "**EAST-TEST**" SRL, находящаяся по адресу Республика Молдова, г. Кишинев, ул. Кишинэу, 3 – MD-4839, в лице президента компании, г-на **Марарица МИХАЙ**, в дальнейшем «**ЗАКАЗЧИК**», с другой стороны, заключили настоящее Соглашение о следующем:

1. ПРЕДМЕТ ДОГОВОРА

1.1 Предметом Договора является купля-продажа товаров, согласно предложениям ПОСТАВЩИКА и заказам ЗАКАЗЧИКА указанных в каждой отдельной Контракт-Заявке, являющейся неотъемлемой частью настоящего Договора.

1.2 Заказы, отправленные ЗАКАЗЧИКОМ, а также фактуры ПОСТАВЩИКА являются неотъемлемой частью настоящего Договора.

1.3 Товары, являющиеся предметом Договора о сотрудничестве, остаются в собственности ПОСТАВЩИКА до полной оплаты их стоимости ЗАКАЗЧИКОМ.

2. СРОК ДЕЙСТВИЯ ДОГОВОРА

2.1 Настоящий Договор вступает в силу с момента его подписания и действует до тех пор, пока одна из сторон не потребует расторжения настоящего Договора путем письменного уведомления, которое должно быть отправлено по меньшей мере за 30 (тридцать) дней до даты расторжения Договора.



9.5 If force majeure circumstances interrupt or make impossible the performance of obligations hereunder for a period longer than 6 (six) months, either Party may terminate this Contract by providing a prior written notice of the termination to the other Party.

9.6 The Parties shall not be held liable for any damages, losses, claims or other expenses that may be incurred as a result of force majeure circumstances.

10. OTHER CLAUSES

10.1 All agreements between the Parties on the clauses stipulated by the present Agreement shall constitute its inseparable part. Any amendments and additions to the terms of the given Agreement shall be valid only if they are executed in written form, signed by the Parties and contain a provision that the Parties may amend or supplement the Agreement.

10.2 All relations of the Parties between each other and with third parties in relation to the present Agreement, including disputes arising from the execution of this Agreement, shall be regulated and interpreted in accordance with the laws of the CUSTOMER's country.

10.3 The present Agreement is concluded today in 2 (two) authentic copies, one for each party.

THE SUPPLIER/ПОСТАВЩИК RN INDUSTRIA AUTO S.R.L.

BLV. Dimitrie Pompeiu Nr. 5-7
Hermes Business Centre, 2nd floor
Office 215
Bucharest, Romania
Tel.: + 40 0318601300
Account No: RO53BTRL EURC RT04 5777
3201
in the bank: BANCA Transylvania - ROMANIA
SWIFT: BTRLRO22



9.5. Если обстоятельства форс-мажора прерывают или делают невозможным выполнение обязательств по данному договору за период более 6 (шести) месяцев, каждая сторона может завершить этот договор или предъявление письменного уведомления о его завершении другой Стороне.

9.6 Стороны не должны нести ответственность за любые ущербы, потери, иски или за другие затраты, вытекающие как результат обстоятельств форс-мажора.

10. ПРОЧИЕ УСЛОВИЯ

10.1 Все соглашения между сторонами относительно пунктов, оговоренных в настоящем Договоре, считаются его неотъемлемой частью. Любое изменение или приложение к условиям настоящего Соглашения будут действительны, только если будут совершены в письменном виде, подписаны сторонами и будут содержать условие, согласно которому стороны могут вносить изменения или приложения к договору.

10.2 Все отношения сторон между собой и с третьими лицами, относительно данного Договора, включая разногласия, связанные с выполнением данного Договора, должны быть регламентированы и трактованы в соответствии с законами страны ЗАКАЗЧИКА.

10.3 Настоящий Договор заключен сегодня в 2 (двух) экземплярах, по одному для каждой из сторон.

THE CUSTOMER/ЗАКАЗЧИК "EAST-TEST" SRL

MD-2020, Mun. Chisinau,
Republic of MOLDOVA
14, Cucorilor Street
IBAN: MD95FCM000225104980143283
BC «COMERȚBANK» SA filiala Chișinău
CMTBMD22X
Fiscal code 1003600028532
VAT code – 0604408



Nr. 07/c

Din 30.03.2022

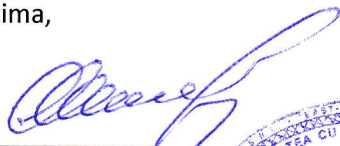
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EAST-TEST

CONFIRMARE

Subsemnata, compania East-Test Srl, in calitate de dealer autorizat al concernului Iveco SpA si in calitate de reprezentant pe teritoriul Republicii Moldova al companiei RN Industria Auto Srl, carosierul oficial al companiei Ford Motor, in conformitate cu prevederile acordurilor semnate are dreptul de a comercializa gama usoara a autovehiculelor comerciale ale marilor sus mentionate.

Cu stima,



Mararita Mihai

East-Test Srl



"EAST-TEST" S.R.L.

14TH Cucurilor Street

Chisinau, Republic of Moldova, MD-2020

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iveco@mtc.md

Share capital MDL 14112565.00

Fiscal Code 1003600028532