

Traducere din engleză în română



E. Hawle Armaturenwerke GmbH
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Apă-Canal Chișinău

02.05.2023

AUTORIZAREA PRODUCĂTORULUI

Ref. Licitatie: [ocds-b3wdpl-MD-1680164329736](#)

Prin prezenta, noi **E. Hawle Armaturenwerke GmbH (E. Hawle)**, Wagrainer Strasse 13, A-4840 Vocklabruck, Austria, care suntem producători și distribuitori de supape, fittinguri, conexiuni cu flanșă, sisteme de racordare a conductelor, hidranți, precum și a accesoriilor necesare și echipamentului convenit pentru construcție și a conductelor de apă pentru distribuția apei, care deținem fabrici la adresa Str. Wagrainer 13, 4840 Vocklabruck/Austria și Str. Hawle 1, 4890 Frankenmarkt/Austria prin prezenta autorizăm

Laiola SRL cu sediul în Chișinău, Str. Calea Basarabiei 26/6, MD2002, Republica Moldova

să depună o licitație completă al cărui scop este furnizarea bunurilor (supape tip fluture 9881K), distribuite de E. Hawle Armaturenwerke GmbH și fabricate de OZ-KAN MAKINA ELM.SAN. ve TIC. A.S., 10032 Sokaka No. 27 Ataturk Organize Sanayi Bolgesi, 35620 Cigli, Izmir/Turcia, ambele companii deținute 100% de Hawle Beteiligungsgesellschaft m.b.H., Wagrainer Straße 13, 4840 Vocklabruck/Austria și deci membri ai Hawle Austria Group.

De asemenea, autorizăm **Laiola SRL** să prezinte la această licitație documentația tehnică, certificate și aprobări sanitare, confirmări, și aprobări tehnice specifice și să pună în funcțiune produsele mai sus menționate.

Prin prezenta, confirmăm că Compania Laiola este reprezentantul oficial pentru produsele Hawle în Republica Moldova din anul 2021 conform Acordului semnat la 01.11.2021.

Cu respect,

E. Hawle Armaturenwerke GmbH

/semnat/

Martin Kast
Director General

/semnat/

Stefan Loderbauer
Director General

Subsemnata **Paraschivoi Victoria**, traducător autorizat (limba engleză), certific exactitatea traducerii cu textul înscrisului în original, care a fost realizat de mine la 02.05.2023.

Semnătura traducătorului
Autorizație nr. 198 din 13.08.2010



creat pentru generații

E. Hawle Armaturenwerke GmbH

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Apă-Canal Chişinău

02.05.2023

MANUFACTURER AUTHORIZATION

Auction Ref. ocds-b3wdp1-MD-1680164329736

WHEREAS, we **E. Hawle Armaturenwerke GmbH (E. Hawle)**, Wagrainer Strasse 13, A-4840 Vöcklabruck, Austria, who are manufacturers and distributors of valves, fittings, flange connections, pipeline connecting systems, hydrants as well as the necessary accessories and required equipment for the construction and the water pipelines for the water distribution having factories at Wagrainer Str. 13, 4840 Vöcklabruck/Austria and Hawle-Str. 1, 4890 Frankenmarkt/Austria do hereby authorize

Laiola SRL with headquarters in Chisinau, 26/6 Calea Basarabiei street, MD-2002, Republic of Moldova

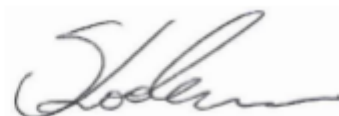
to submit a complete bid whose purpose is to supply the goods (butterfly valves 9881K), distributed by E. Hawle Armaturenwerke GmbH and manufactured by ÖZ-KAN MAKINA ELM. SAN. ve TIC. A.S., 10032 Sokaka No. 27 Atatürk Organize Sanayi Bölgesi, 35620 Çiğli, Izmir/Turkey, both companies owned 100% by Hawle Beteiligungsgesellschaft m.b.H., Wagrainer Straße 13, 4840 Vöcklabruck/Austria and therefore members of the Hawle Austria Group.

We also agree **Laiola SRL** to present at this auction the technical documentation, certifications and sanitary approvals, approvals, and specific technical approvals and to implement the products mentioned above.

We hereby confirm that Laiola Company is the official representative for HAWLE products in the Republic of Moldova since the year 2021 according to the Agreement signed on 1.11.2021.

Best regards,

E. Hawle Armaturenwerke GmbH

Martin Kast
Managing DirectorStefan Loderbauer
Managing Director

made for generations.

DISTRIBUTOR AGREEMENT

(1) LAIOLA LLC

(2) E. Hawle Armaturenwerke GmbH

Date:

01.11.2021

DISTRIBUTOR AGREEMENT

concluded between

E. Hawle Armaturenwerke GmbH

Reg. No.: 380289 z

Wagrainer Straße 13, 4840 Vöcklabruck/Austria

represented by: Martin Kast, Managing Director, and
Roman Predl, Authorized Signatory
(hereinafter referred to as "Hawle")

and

LAIOLA LLC

Reg.No.: 0302015

26/6 Calea Basarabiei Street, city of Chisinau

represented by: Comanac Ion, General Manager, and Vizitiu Ghenadie, Managing Director
(hereinafter referred to as "Distributor")

The Distributor and Hawle are hereinafter referred to collectively as the "**Parties**" or individually as a "**Party**".

1. Agreement objective:

- 1.1. Hawle grants the Distributor the non-exclusive and non-assignable right to sell contractual products in the territory of Republic Moldova (hereinafter referred to as: "**Territory**") for the term of this Distributor Agreement.
- 1.2. The Distributor is not permitted to sell the Products outside the Territory actively.
- 1.3. The Distributor buys and distributes the Products in his own name and for his own account as an independent merchant. The Distributor is not authorized to act in the name or on the account of Hawle.
- 1.4. Hawle does not have the right to give directives to the Distributor or the right to enter the premises of the Distributor without allowance of the Distributor.
- 1.5. The Distributor shall establish an appropriate stock and an adequate sales organisation on his own authority. The Distributor is not entitled to engage sub-contractors or agents or other sales partners in order to promote and sell the Products in the Territory without prior written approval of Hawle.
- 1.6. In carrying out their obligations under this Distributor Agreement the Parties will act in accordance with good faith and fair dealing. The provisions of this Distributor Agreement, as well as any statements made by the Parties in connection with this distributorship relationship, shall be interpreted in good faith.

2. Products:

- 2.1. This Distributor Agreement applies for the sale of all products listed in Hawle's current catalogue ("**Products**"). The defined range of Products may be extended if mutually agreed between the Parties at any time. The term Products includes in particular, but is not limited to, gate valves, butterfly valves ("Hawle", "Özkan" branded), combi valves, air release valves, service valves, pipe fittings, pipe saddles and hydrants.
- 2.2. The Distributor shall continuously inform Hawle about the legal product requirements in the Territory. Hawle shall provide all necessary product data on request of the Distributor. The Distributor is responsible for the ordered products' fitness to the Territory's market and for their fitness to the customers' specifications.
- 2.3. The Distributor shall comply with Hawle's instructions for use and installation instructions related to the Products and shall instruct its customers in the Territory accordingly. The

Distributor shall not make any statement with respect to the Products and will not set any behaviour which could be deemed to be an implied statement if such statement is not explicitly contained in the documents or written instructions received from Hawle.

- 2.4. The Parties shall jointly decide whether to apply for product certificates valid for the Territory. Hawle shall be in every case certificate holder of all Product related product certificates in the Territory.

3. Exclusivity:

The Distributor shall neither produce nor distribute any products competing with the Products nor assist a third party herein. Exceptions of this provision have to be agreed in writing.

4. Other duties of the Distributor

- 4.1. The Distributor shall provide to Hawle on-going market evaluations and shall regularly exchange with Hawle market data related to the Territory.
- 4.2. The Distributor shall make sure that the quality, workmanship and service leadership of the Products will be communicated professionally to the market. Distributor's sales staff, especially new employees, shall on a yearly base attend a training session for the Products.
- 4.3. The Distributor shall maintain a stock sufficient to satisfy the normal demand of its customers in the Territory. A stock value of Products of EUR 100 000 is deemed to be sufficient after twelve (12) months of cooperation of the Parties.
- 4.4. The Distributor shall upon request by Hawle provide information about current inventory level (pcs.) and stock volume (EUR) of the Products, max. once a month.

5. Sales outside the Territory:

- 5.1. Outside the Territory the Distributor shall not solicit customers for the Products, set up a business establishment or maintain a supply depot for the Products or undertake anything to actively acquire customers for the Products without the prior approval of Hawle. The Distributor shall restrict its efforts to advertise and solicit sales of Products to activities executed within the Territory. This obligation does not restrict the Distributor's right to deal directly with end users in the Territory.
- 5.2. In the event the Distributor sells Products outside the Territory in violation of this section of the Distributor Agreement, the Distributor shall pay to Hawle an amount correspondent to two (2) times the net selling price of the Products sold in breach of the Distributor's obligation.

6. Process and parameters for sales transactions:

- 6.1. Orders must be confirmed in writing by Hawle in order to be binding for Hawle.
- 6.2. Hawle expressly reserves the right to refuse orders. The acceptance/refusal of orders depends in particular on the available capacity, on contractual obligations towards third parties and on delivery capability of subcontractors.
- 6.3. The Prices are based on the Hawle price list. The delivery condition DAP, Chisinau (INCOTERMS 2020) applies for all deliveries of Products to the Distributor. Additional discounts may be agreed under special circumstances.
- 6.4. The Distributor shall make all payments to Hawle in Euros within 60 days calculated from the date of invoice.
- 6.5. Accounts of unsecured receivables owed to Hawle shall not exceed EUR 75,000 ("Credit Limit"). In the event that the accrued accounts of unsecured receivables owed to Hawle exceed the given Credit Limit, Hawle retains the unrestricted right to hold back deliveries until the Distributor has secured or settled the receivables to an extent so that the Credit

Limit is no longer exceeded. Hawle reserves the right to unilaterally revoke or cancel the Credit Limit at any time. In the event of the receipt of a credit insurance coverage, a supplemental agreement shall be agreed on the amount and conditions for a new Credit Limit.

- 6.6. The Products are deemed to be Hawle property until receipt of payment in full. The Distributor is entitled to resell the contractual Products prior to the expiration of the time allowed for payment.
- 6.7. Hawle reserves the right to change prices of Products with at least 60 days' notice. New pricelists shall be sent minimum 60 days before having effect.
- 6.8. In the event that payments of the Distributor are overdue, Hawle has no obligation to accept new orders of the Distributor and Hawle is allowed to withdraw already rendered order confirmations. Any default on payment entitles Hawle to change the terms of payment and delivery with immediate effect.

7. Conditions of Sale:

- 7.1. Hawle sells the Products exclusively under its Hawle Conditions of Sale (Annex A). Both Parties agree to collaborate and adhere to the current Hawle Conditions of Sale.
- 7.2. The Hawle Conditions of Sale (Annex A) are an integral part of this Distributor Agreement. In case of contradiction between this Distributor Agreement and the Hawle Conditions of Sale, the text of this Distributor Agreement shall take precedence over the Hawle Conditions of Sale. Any standard conditions of the Distributor shall not apply unless the Parties agree on the application of these conditions expressly in writing.

8. Force Majeure

- 8.1. Hawle is obliged to use best efforts to provide the right Products in the right quality at the right time in the right place as specified in Hawle's respective order confirmation. This duty also includes the right packaging, marking and shipping documentation.
- 8.2. Hawle is relieved from its duty to perform any delivery obligations and relieved from any liability in damages or any other contractual remedy for breach of contract, if and to the extent that Hawle is able to reasonably demonstrate:
 - that its failure to perform was caused by an impediment beyond its reasonable control; and
 - that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the sales contract; and
 - that it could not reasonably have avoided or overcome the effects of the impediment.
- 8.3. These conditions for the relief from the duty to perform delivery obligations are presumed to be established in case of the occurrence of one or more of the following impediments:
 - war (whether declared or not), armed conflict or the serious threat of same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilisation;
 - civil war, riot rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
 - act of terrorism, sabotage or piracy;
 - act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;
 - act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;

- explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;
 - general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises.
 - default by a third party whom Hawle has engaged to perform the whole or part of the sales contract, if and to the extent that Hawle reasonably demonstrated that the same requirements for the relief from the duty to perform delivery obligations apply to the third party.
- 8.4. Hawle is under the obligation to give notice of any occurrence of such impediment to the Distributor without delay and to take all reasonable means to limit the effects of such impediment.

9. Return of Products:

- 9.1. The supplied Products are in principle non-returnable, except for Products erroneously delivered by Hawle.
- 9.2. In the event Distributor should wish to return Products for a particular reason accepted by Hawle in writing, the refund will be subject to the reductions valid at the time of the return shipment.
- 9.3. The currently applicable regulation for assessment criteria for the return shipment of goods and processing reductions is shown in Annex B.
- 9.4. If the returned Product arrives in a condition different from its original state when shipped from Hawle, further reductions or no refund may be granted depending on the condition of such Products. All costs associated with transportation of returned Products befall on the Party, who caused them.

10. Trade mark and logo of Hawle:

- 10.1. The Distributor has the non-exclusive right to use the trademark "HAWLE" in the Territory during the term of this Distributor Agreement.
- 10.2. Hawle reserves the right to veto the use of the trademark "HAWLE" in situations deemed inappropriate. The Distributor will, on termination of this Distributor Agreement, discontinue the use of the trademark "HAWLE" within three months.

11. Confidentiality:

The Parties shall keep the trade and business secrets of the other Party secret and shall oblige their employees correspondingly. This provision continues after termination of the Distributor Agreement.

12. Anti-Bribery and Anti-Corruption:

- 12.1. Hawle has a zero tolerance policy towards bribery and corruption.
- 12.2. The Distributor shall comply with all applicable anti-bribery, anti-corruption and anti-money laundering laws and regulations, and will not offer, give or agree to give any person whosoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to illegally obtain, influence, induce or reward any improper advantage.
- 12.3. Hawle shall have the right to terminate this Distributor Agreement for good cause with immediate effect if Hawle reasonably believes in good faith that the Distributor has breached in any respect any of the requirements set out in this clause.

13. Liability and damages:

- 13.1. Hawle shall only be liable up to the amount of the typically foreseeable damages at the time of entering into the respective sales contracts for damages caused by a slightly negligent breach of a material contractual obligation.
- 13.2. Notwithstanding to the aforesaid limitation, Hawle shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.
- 13.3. Hawle shall in no circumstances be liable for indirect or consequential losses suffered by the Distributor or by the end customer or for any of the following losses whether direct or indirect: loss of actual or anticipated profit, loss of business opportunity, loss of anticipated savings, loss of goodwill or injury to reputation incurred by the Distributor or by the end customer.
- 13.4. The Distributor shall take all reasonable measures to avert and reduce damages.

14. Change in Control:

- 14.1. In the event that a "Change in Control" of the Distributor as hereinafter defined, shall occur at any time during the term of the Distributor Agreement, the Distributor shall be obligated to inform Hawle without delay and Hawle shall have the right to terminate the Distributor Agreement upon thirty (30) days written notice given at any time within one (1) year after the occurrence of such event.
- 14.2. For purposes of this Distributor Agreement, the term "Change in Control" shall mean the occurrence of any of the following:
- a sale of more than 10% of the total assets of the company of the Distributor; or
 - any competitor of Hawle becomes owner, directly or indirectly, of shares of the Distributor; or
 - any person, group or organisation, other than the present shareholder of the Distributor, becomes owner, directly or indirectly, of more than 10% of the shares of the Distributor;

15. Term and consequences of the termination:

- 15.1. The Distributor Agreement shall come retroactively into effect from 01.11.2021 and shall be valid until 31.12.2024.
- 15.2. The Distributor Agreement is terminated at the end of this period automatically, further notification is not required.
- 15.3. A continuation of the cooperation is to be discussed in due time before the expiry date of this Distributor Agreement. Any continuation of the Distributor Agreement is subject to a new written agreement.
- 15.4. During the term time of this Distributor Agreement both Parties may also terminate this agreement, with or without cause, upon six months written notice ("**Termination for convenience**"). Such an early termination of the Distributor Agreement shall be possible for the first time with effect to 31.12.2022.
- 15.5. The Distributor Agreement may also be terminated for material reasons with immediate effect by either Party ("**Termination for good cause**"), in particular, but not limited to, if
- the Distributor does not comply with its payment obligations despite a warning letter from Hawle;
 - the Distributor actively sells Products outside the Territory despite a warning letter from Hawle;
 - the Distributor breaches his non-competition obligation despite a warning letter from Hawle;
 - Hawle exercises its right to terminate the Distributor Agreement by reason of a breach of the anti-bribery and anti-corruption obligation;
 - Hawle exercises its right to terminate the Distributor Agreement by reason of occurrence of a Change in Control;
 - the other Party grossly breaches their obligations to a considerable extent;

15.6. Upon termination of this Distributor Agreement for any reason whatsoever Hawle shall have the option, but not the obligation, to repurchase from the Distributor any of the Products in Distributor's inventory by refunding to the Distributor its net cost for such Products.

15.7. No indemnity, either as settlements or compensation, can be claimed by either Party as a direct consequence, regardless of legal basis, for the termination of the Distributor Agreement. Upon termination of this Distributor Agreement all further rights and obligations of the Parties shall cease, except that the Distributor shall not be relieved of his obligation to pay any monies due. The Distributor has no obligation whatsoever to transfer his customer base to Hawle after termination of the Distributor Agreement.

16. Applicable law and arbitration clause:

16.1. This Distributor Agreement and all connected sales contracts shall be exclusively governed by the laws of Austria.

16.2. All disputes arising out of or in connection with the present Distributor Agreement and all connected sales contracts shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. Place of Arbitration shall be in Vienna/AUSTRIA and the language to be used English.

17. Miscellaneous:

17.1. This Distributor Agreement and its Annexes contain the entire understanding between the Parties. It supersedes and terminates any prior agreement of the Parties or its legal predecessors with regard to the subject matter of this Distributor Agreement.

17.2. Changes to this Distributor Agreement must be performed in writing.

17.3. If any provision of this covenant is determined by a court or arbitration tribunal of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision hereof and the invalid or unenforceable provision shall be automatically replaced by a valid and enforceable provision that most closely meets the commercial intent of this Distributor Agreement.

Annexes:

- Annex A: Hawle Conditions of Sale
- Annex B: Assessment criteria for return shipments of goods and processing reductions

IN WITNESS WHEREOF, Hawle and Distributor have caused this Distributor Agreement to be executed on


E. Hawle Armaturenwerke GmbH

E. Hawle Armaturenwerke GmbH
Wagrainer Straße 13
A-4840 Vöcklabruck - AUSTRIA 30


LAIOLA LLC
