

DATED

1st September 2021

(1) IVECO S.p.A.

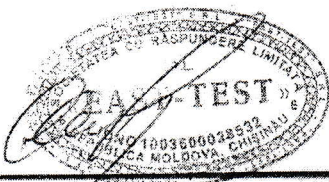
- and -

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

**IVECO VEHICLE DISTRIBUTORSHIP AGREEMENT
COMMERCIAL VEHICLES RANGE**

IVECO S.p.A.

EAST-TEST S.R.L.



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;

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- 1.1.16. "Regulation" shall mean Regulation (EC) 330/2010 of the European Commission of the 20th of April 2010 on the application of art. 101, paragraph 3, of the Treaty on the functioning of the European Union to categories of vertical agreements and concerted practices;
- 1.1.17. "Similar Vehicles" shall mean vehicles corresponding to a model included in the Contract Vehicles, that is to say new motor vehicles and chassis that are of the same description as Contract Vehicles, are distributed in the EU or in the EEA by (or with the consent of) the Manufacturer and are the subject of distribution agreements with an Iveco Authorized Distributor;
- 1.1.18. "Sub-Distributor" shall mean a third party appointed by the Distributor pursuant to Article 24 of this Agreement for the sale of Iveco Vehicles;
- 1.1.19. "Undertaking of the Iveco Network" shall mean an Iveco Company and/or an Iveco Authorised Distributor and/or Iveco Authorised SP Distributor.

1.2. Additional Definitions

- 1.2.1. The terms "distribution", "distribute" and "sell" shall cover all forms of sale and supply, including leasing and hire purchase.
- 1.2.2. "Person" shall mean any individual, firm or undertaking.
- 1.2.3. The term "resale" shall include all transactions by which a physical or legal person acquires the title to a vehicle for his own account with the objective of selling the same as new, irrespective of the legal description or format of the transactions which effects such sale.

2. SCOPE OF THE AGREEMENT

2.1. Scope of the Agreement

- 2.1.1. This Agreement sets out the terms and conditions in accordance with which the Distributor is entrusted with the distribution of Iveco Vehicles and pursuant to which Iveco shall supply the Distributor with the Contract Vehicles, for the purpose of resale.

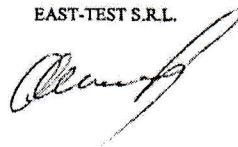
2.2. Compliance with the Regulation

- 2.2.1. The Parties shall at all times behave, both in relation to matters contained in this Agreement and matters which are not contemplated by this Agreement, in such a manner that this Agreement either benefits from the exemption provided for by the Regulation or is in compliance with Article 101 of the European Treaty.
- 2.2.2. Neither party shall have the right to claim from the other party any indemnity or compensation if such party waives any right whatsoever provided for by this Agreement, if (a) such waiver constitutes the object of a specific request by the authorities in charge of the application of the Regulation; and (b) the party to which such request has been addressed deems reasonable, at its own discretion, to comply with such request.

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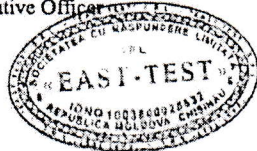
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59. SIGNATURES

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 SP Distributor's Authorized
Executive Officer



Name MORHEIA Mihai
Dated 01.09.21

*Witness to Signature of SP Distributor's
Authorized Executive Officer

Name MARARITA VERA
Dated 01.09.21
Name _____
Dated _____

Signature of Iveco's Authorized
Executive Officer

Dated 01.09.2021
Central Europe
70159 Torino, Lungo Siora Lario 49

