

SUPPLY AGREEMENT

executed this day 26 of April 2024

BETWEEN

TTS Cleaning S.r.l., a company incorporated under the Laws of Italy with registered office in Viale dell'Artigianato, 12-14, Santa Giustina in Colle (PD), corporate capital Euro Euro 6,000,000 (sixmillion/00), fully paid in, no. of registration into the Companies' Register of Padova, VAT code and tax no 04848390284, hereby represented by its legal representative Renato Sante Zorzo duly empowered for the execution of this agreement (hereinafter referred to as the "Supplier")

- on one side -

AND

I.M. "Kärcher" SRL, a legal entity existing under the laws of Republic of Moldova, with register no. 1009600039657, having its registered office in Bogdan Volevod Street 7, 2068 Chisinau, Republic of Moldova, hereby represented by its Director Igor Grecov duly empowered for the execution of this agreement (hereinafter referred to as the "Buyer")

- on the other side -

(hereinafter the Supplier and the Buyer shall be collectively defined as "Parties" and each of them, as the context may require, "Party")

1. APPLICATION OF COOPERATION AGREEMENT

- 1.1 On 1 February 2023 the Supplier and Alfred Kärcher SE & Co. KG (hereinafter **Kärcher**) entered into a Cooperation Agreement (hereinafter the **Cooperation Agreement**) according to which TTS (and its affiliates) and Kärcher (and its affiliates) have established and expanded their supply relationship.
 - 1.2 This Agreement between Buyer as an Affiliate of Kärcher and Supplier defines the terms and conditions for the supply of Supplier to Buyer.
 - 1.3 The provisions of the Cooperation Agreement shall also apply to this Agreement, being however agreed between the Parties that the provisions of this Agreement shall prevail.
- ### 2. SUBJECT MATTER OF THE AGREEMENT
- 2.1 According to the terms and conditions hereof the Supplier undertakes to supply the Buyer with the products identified and listed in **Annex A** to this agreement (hereinafter, collectively, the **Products**).
 - 2.2 The Buyer will purchase the Products from the Supplier by sending to the same individual supply orders by email or by API (Webservice platform) (hereinafter the **Supply Orders**) in which at least the following essential information must be indicated: (i) quantity of Products subject to supply broken down by single type of Product; (ii) the different types of Products object of the supply; (iii) the unit price for the supply of each of the Products; (iv) the total price for each type of the Products object of the supply; (v) the total price for the supply covered by each of the **Supply Orders**.
 - 2.3 Each Supply Order shall be binding and obligatory for the Supplier provided that such Supply Order has been confirmed by electronic channels or in writing by the Supplier.
 - 2.4 The Supplier will do its best to confirm by electronic channels or in writing to the Buyer each Supply Order within five working days from its receipt, confirming acceptance of the conditions

contained therein or proposing any variations, it being understood that the Buyer may at its sole discretion accept or reject the variations proposed by the Supplier and that, if the Supplier has not sent the Buyer any confirmation of the Supply Order within the term referred to in this paragraph, such Supply Order will not be considered accepted by the Supplier and will not be binding for the same.

- 2.5 The Products will be delivered by the Supplier to the Buyer on EXW (Ex Works) - Incoterms 2020 basis place Supplier's plant in Santa Giustina in Colle – Padova – Italy (hereinafter the **Standard Delivery Location**), duly packaged and labeled according to Buyer's request and instructions sent in writing to the Supplier in due time.
- 2.6 Without prejudice to the provisions set forth in paragraph 2.5, if, upon delivery of the Products to the carrier appointed by the Buyer (hereinafter the **Buyer's Carrier**) it is necessary to load the Products onto the means of transport of Buyer's Carrier and such activities of loading the Products onto the means of transport of the Buyer's Carrier have been performed by the Supplier, such loading activities will be performed at Buyer's risk and without the Supplier assuming any responsibility in this regard, except only in cases of Supplier's fraud or serious fault. Should the Buyer request the Supplier to deliver the Products to a place other than the Standard Delivery Location, the place of delivery of the Products must be agreed between the Parties, who must also agree on the terms and conditions of the transport of the Products at that location and on the costs related to such transport.
3. **SUPPLIER'S WARRANTIES**
- 3.1 The Supplier warrants and guarantees to the Buyer that the Products are not encumbered by the liens or rights of third parties and will not infringe third parties' industrial or intellectual property rights.
- 3.2 Furthermore, the Supplier warrants and guarantees to the Buyer that the Products (i) are of good craftsmanship, (ii) have been produced according to their technical specifications and to the construction and safety requirements under the applicable laws including the laws of Moldova and (iv) are free of defects (hereinafter the **Conformity Warranty**).
- 3.3 The Supplier agrees to indemnify and hold Buyer harmless from any and all costs, expenses, charges or damages incurred by Buyer in the event any of the guarantees and warranties made by the Supplier to Buyer pursuant to paragraph 3.1 and 3.2 shall be breached or disregarded.
- 3.4 The Conformity Warranty provided by the Supplier to the Buyer under paragraph 3.2 has a duration of twelve (12) months from the day on which the Buyer will have sold the Products to the Buyer's customers (hereinafter referred to as the "**Warranty Period**") provided that such Products have been sold by the Buyer to the Buyer's customers within ninety (90) days from the day on which the same Products were delivered by Supplier to the Buyer and, should the Products have been sold by the Buyer to the Buyer's customers after ninety (90) days from the day on which the same Products were delivered by Supplier to the Buyer, the Warranty Period shall begin to run from the ninetieth day following the day on which the Products were delivered by Supplier to the Buyer.
- 3.5 The Buyer has the obligation to examine the Products purchased from Supplier to check for the

- absence of defects, compliance of the Products with their technical specifications, correctness of the quantities of the Products delivered to the Buyer compared to those ordered by the Buyer and conformity of the Products' packaging or labelling to the instructions given by the Buyer to the Supplier.
- 3.6 If, upon delivery of the Products, the Buyer should find that the packaging or labeling of the Products does not comply with the Buyer's indications or that the Products are affected by visible damage (hereinafter, the **Non-conforming Products at Delivery**), the Buyer has the right not to accept delivery of such Non-conforming Products at Delivery and, in this case, the Buyer will have the right to obtain from the Supplier reimbursement of any amount already paid to the Supplier for the purchase of the Non-conforming Products at Delivery and their replacement with other Products.
- 3.7 Buyer must notify the Supplier of any Non-conforming Products to the extent visible at Delivery or any shortcomings in the quantities of the Products delivered to the Buyer compared to those ordered by the Buyer within fifteen (15) days from delivery of the Products, sending to the Supplier all documentary and photographic evidence of such non-conformities and damages and, upon Supplier's request, allowing the Supplier's representatives to inspect and verify the Non-conforming Products at Delivery, it being understood that should the Buyer fail to submit any such complaint to Supplier, the Buyer shall be deemed to have forfeited the right to make any objection or complaint in this regard to Supplier.
- 3.8 Buyer has the obligation to notify the Supplier of the existence of defects in the Products which were not visible at delivery within eight (8) days from the moment the Buyer became aware of such defects also following communications or complaints to that effect made by the Buyer's Customers under penalty of forfeiture of the Conformity Warranty and of the Supplier's Warranty Obligations.
- 3.9 Should the Products be defective or not comply with their technical specifications (hereinafter jointly referred to as "**Defective Products**"), the Buyer shall be entitled to require the Supplier to provide, at its own care, responsibility and expense (i) to replace the Defective Products with other Products; or (ii) to repair the Defective Products; or (iii) to reimburse Buyer for the consideration paid by the Buyer to the Supplier for the purchase of the Defective Products; it being understood that that all costs and burdens of the activities set forth in this paragraph 3.9 shall be borne entirely and exclusively by the Supplier and that the choice between the remedies under points (i) to (iii) of this paragraph 3.9 shall in any case be at Supplier's sole and absolute choice.
- 3.10 In the event the Defective Products have caused material damage to persons or property of third parties, the Supplier agrees to indemnify and hold harmless the Buyer from all costs, expenses, charges or damages, including costs and charges for any legal assistance or assistance of technical advisors, that the Buyer may incur as a result of any actions, demands, claims brought against the Buyer by an injured third party.
- 3.11 Supplier's obligation to repair or replace the Defective Products or to reimburse the Buyer the consideration paid for the Defective Products under paragraph 3.9 and the indemnification and hold harmless obligation assumed by the Supplier pursuant to paragraph 3.10 (hereinafter the **Supplier's**

Warranty Obligations) shall not apply if the defects or non-conformities in the Defective Products are caused by Buyer's improper use or maintenance of the Products or by a modification of the Products not authorized by the Supplier.

- 3.12 The Supplier's Warranty Obligations shall be the Buyer's sole remedy if the Products are defective or do not conform to their technical specifications and the indemnification obligation of the Supplier according to paragraph 3.3 shall be the Buyer's sole remedy in the event any of the guarantees and warranties made by the Supplier to Buyer pursuant to paragraph 3.1 and 3.2 are breached or disregarded by the Supplier, any other right or remedy of Buyer against the Supplier being excluded.
- 3.13 The Supplier's Warranty Obligations and the indemnification obligation of the Supplier according to paragraph 3.3 shall be effective and binding for the Supplier provided that: (i) the Buyer has promptly and without undue delay informed the Supplier of the existence of actions, claims, demands, assertions brought by third parties against the Buyer or against customers of the latter to whom the Buyer has sold the Products (hereinafter referred to as "**Buyer's Customers**") concerning or referring to the Products (hereinafter referred to as "**Third Party Claims**") and has promptly forwarded to Supplier all relevant documentation in that regard; (ii) where requested by the Supplier, the Buyer or, as the case may be, the Buyer's Customer allows the Supplier to manage and administer, at Supplier's costs and expenses, the Third Party Claims or the consequent disputes with Supplier's exclusive right to decide on any settlement solutions for such Third Party Claims, and with the further specification that neither the Buyer nor the Buyer's Customer may settle the Third Party Claims or the consequent disputes except with Supplier's prior written consent and that, should the Buyer or the Buyer's Customer have settled such Third Party Claims or consequent disputes despite the Supplier's contrary opinion, Supplier shall be exempt from the Supplier's Warranty Obligations and from the indemnification obligation of the Supplier according to paragraph 3.3 in relation to the subject matter of the settlement entered into with the third parties who have asserted the Third Party Claims.
- 3.14 Should the Buyer assume any liability towards the Buyer's Customers exceeding the liability that Supplier has undertaken towards the Buyer pursuant to this agreement regarding warranties for the Products, the Buyer shall have no right to assert (and, in any case, waives asserting) any further claims against the Supplier to the extent that such claims do not fall within the liability undertaken by Supplier towards the Buyer pursuant to this agreement.
- 3.15 In consideration of the fact that the Buyer actually operates as an autonomous and independent distributor of the Products in Moldova with respect to Supplier, the Buyer undertakes to keep Supplier harmless and indemnified from any damage, cost, burden or expense that Supplier may incur as a consequence of or as a result of actions, claims or assertions of any kind brought directly against the Supplier by Buyer's Customers as a consequence of willful misconduct and/or negligence attributable to the Buyer in the sale of the Products and, in this case, the obligations regarding Third Party Claims in paragraph 3.13 shall apply *mutatis mutanda* to any indemnification claim of the Supplier towards the Buyer according to this paragraph 3.15.

- 3.16 Should the Buyer require the Supplier to manufacture the Products on the basis of technical specifications requested by the Buyer or on the basis of design drawings prepared by the Buyer or through the use of materials or raw materials required by the Buyer or through the use of third party sub-suppliers designated by the Buyer, the Supplier shall examine the Buyer's requests and shall indicate to the Buyer whether the Supplier perceives any potential deficiencies in complying with the Buyer's requests, and if the Supplier has communicated to the Buyer the subsistence of such potential deficiencies and the Buyer persists in its requests, then the Conformity Warranty and the Supplier's Warranty Obligations shall be excluded with respect to such Products.
- 3.17 The Parties may agree in writing from time to time on terms and conditions of warranties that Supplier may provide to the Buyer with reference to the Products other than and additional to the Conformity Warranty (hereinafter referred to as "Special Warranties") and, should the Parties reach an agreement in this regard, the terms and conditions of the Special Warranties must be included in a specific supplement to this agreement which must provide that such Special Warranties shall apply solely to the supply of Products to which they refer based on the specific agreements reached between the Parties.
- 4. CONSIDERATION**
- 4.1 As consideration for the supply of the Products, the Buyer undertakes to pay the Supplier the considerations set forth in the Supplier's price list hereby attached as Annex A.
- 4.2 Buyer acknowledges and accepts that the Supplier has the right to modify its price list at its discretion no more than three times in each calendar year, by giving written notice thereof to Buyer at least thirty (30) days prior to the date on which such changes shall take effect sending to the Buyer each new price list which, once sent to the Buyer, will take the place of and replace the previous price list attached in Annex A provided that the Supplier has applied to the generality of its customers corresponding and uniform increases (i.e. the same percentage adjustment) in the sales price of the Products (for the avoidance of any doubt, the Parties acknowledge that the provisions set forth in sections 8.6, 8.7 and 8.8 of the Cooperation Agreement shall remain unaffected by this section 4.2).
- 4.3 The new price list sent from time to time by the Supplier to the Buyer will be effective starting from the thirtieth day following the day on which such new price list was sent by the Supplier to the Buyer and with reference to the supplies of Products that have been the subject of Supply Orders issued by the Buyer after that date.
- 4.4 Buyer's payment to Supplier for the purchase of the Products shall be paid to Supplier, without any withholding or payment costs and net of discounts and bank expenses, within sixty (60) days after Buyer's receipt of the Products and of the relevant invoice, by means of a bank transfer to Supplier's bank account.
- 4.5 Against payment of the relevant consideration for the supply of the Products, Supplier shall issue invoices containing the following information (i) list of the Products sold to the Buyer and their quantity; (ii) unit price of each type of Products; (iii) total price of the Products; (iv) number of Products and number of packages and related Product identification number; (v) date of delivery, (vi) country

of origin of the Products and (vii) gross and net weight of the Products; the data of the supply agreement; delivery address; and shall send such invoices to Buyer by electronic or facsimile channels.

5. ENTRY INTO FORCE AND DURATION – TERMINATION

5.1 This Agreement shall enter into force on the date of execution and shall be valid until December 31, 2025.

5.2 Each party is entitled to terminate without cause this Agreement through a written notice to be sent to the other Party with a notice period of sixty days.

5.3 The Supplier has the right to declare the termination of this Agreement in the event of non-payment by Buyer of the considerations owed to the Supplier pursuant to section 4 (*Consideration*) above within the terms indicated therein.

5.4 The termination of this Agreement will have no effect with reference to the execution of supplies of Products that must be performed by the Supplier after the termination date of this agreement based on Supply Orders that the Buyer sent to the Supplier before that date, with the consequence that the Supplier undertakes to execute those supplies which, therefore, will be governed by the provisions of this agreement until their completion.

6. FORCE MAJEURE

6.1 Neither Party will be considered in breach of the obligations set forth in this agreement if the performance of such obligations is rendered impossible by circumstances of force majeure, meaning unforeseeable events which are beyond control or not dependent on the will of one of the Parties according to ordinary diligence despite the respective Party having performed reasonable measures to prevent or reduce the effects of such event such as, by way of mere example but not limited to, fires, floods, earthquakes, wars, guerrilla warfare, sabotage, riots, major accidents, industry-wide strikes, natural disasters, epidemics and pandemics, interference by civil or military authorities, enactment of state and local laws and regulations, which intervene significantly on the capacity to conduct business of the Parties (hereinafter, each a **Force Majeure Event**) and, in such circumstances or events, the time for performance will have to be extended adequately.

6.2 The Party affected by the Force Majeure Event must immediately notify the other Party in detail together with any indication, where available, regarding the duration of the Force Majeure Event and, should the Force Majeure Event last for more than ninety days, this agreement will be deemed terminated.

7. OTHER PROVISIONS

7.1 For all the purposes of this agreement the details of the Buyer and the Supplier are those set forth in Annex B.

7.2 Any communication and/or sending of documents that must be sent by one Party to the other in execution of this agreement must be made by e-mail to the following addresses:


(i) as for Supplier: for general communications regarding the agreement are concerned:

accounting@ttsystem.com or, as far as the notice of defects of the Products are concerned, orders@ttsystem.com;

(ii) as for the Buyer: petru.gheorghitsa@karcher.com

- 7.3 The Parties mutually undertake, in good faith and in application of fairness standards, to keep strictly confidential the data and information that come into their possession and/or knowledge by reason of the execution of this agreement and not to disclose and/or publicize them to third parties in any way and in any form, nor to make them the subject of use for any purpose other than those strictly necessary for the execution of this agreement.
- 7.4 Any amendment to this agreement and the documents attached thereto will not be valid, effective and binding unless it results from a written document signed by the Party against whom it is invoked.
- 7.5 Failure to exercise a right due to a Party pursuant to this agreement shall not be construed as a waiver of the right to exercise that right at a future time or as a waiver of any other right due to that Party pursuant to this agreement.
- 7.6 Any provision of the agreement that is invalid or ineffective will not prejudice the other provisions of the agreement, specifying that, for this event, the Parties undertake to negotiate in good faith to agree on replacement provisions that are valid and achieve the same economic effects as far as possible as the provisions that were invalid.
- 7.7 This agreement is governed by and construed under Italian law without application of its conflict of law principles and with express exclusion of the application of the United Nations Convention On Contracts For The International Sale Of Goods, 1980 (CISG).
- 7.8 The Court of Milan will have exclusive jurisdiction over any dispute that may arise concerning the validity, effectiveness, interpretation, performance and termination of this agreement.

Signed by: 
TTS Cleaning S.r.l.,
Renato Sante Zorzo

Signed by: 
I.M. "Karcher" SRL
Igor Grecov



25.04.2024

ANNEX B

Details of the Buyer

I.M. "Karcher" SRL

Bogdan Voievod Street 7, 2068 Chisinau, Republic of Moldova,

register no. 1009600039657

Banking details: MD32MO2224ASV29033177100, OTP Bank S.A.

Details of the Supplier

TTS Cleaning S.r.l.

Viale dell'Artigianato, 12-14, Santa Giustina in Colle (PD)

no. of registration into the Companies' Register of Padova, VAT code and tax no 04848390284,

Bank account no. IT83 Z030 6962 4311 0000 0003 423

Bank: INTESA SAN PAOLO - Contrà Rialto, 7, 35012 Camposampiero PD

S.W.I.F.T.: BCITITMM

e-mail accounting department: amministrazione@ttsystem.com

