

## **ASSOCIATION AGREEMENT**

The company S.R.L. "Control & Service", with headquarters in the mun. Chisinau, bd. Stefan cel Mare 202, Moldova fiscal code 1010600025287, legally represented by the Director Mr. Tudor Acristinii, hereinafter called "Leader of the association", , and

The company SAE Sp. z o.o., with headquarters in the Narbutta 83 lok. U1, 02-524 Warszawa, Poland, fiscal code (VAT No. PL5213483775), legally represented by Member of the Board, Mr. Paweł Mączyński hereinafter called "Member of the association",

Together known as "Associates" have agreed to enter into this agreement on the following:

### **1.OBJECT OF THE ASSOCIATION**

- 1.1. The parties to this agreement agree to associate, without constituting a legal entity for the purpose of purchasing goods: Security equipment for explosive liquid detection.
- 1.2. The purpose of the association is to participate in public procurement procedure no. ocds-b3wdp1-MD-1717662572510, organized by the International Airport Chisinau (hereinafter the Contracting Authority) for the purpose of purchasing Security equipment for explosive liquid detection.
- 1.4. The management of the association is entrusted to Control & Service SRL.
- 1.5. The seat of the Association is recognized as the seat of the Leader of the association.
- 1.6. All documentation related to the creation and activity of the Association is kept at the Association's headquarters.

### **2.DURATION OF ASSOCIATION**

- 2.1. The association begins on the date of signing this agreement and will continue:
  - a) until the notification by the Contracting Authority of the award of the contract to another participant and the return of the participation guarantee (bid bond?), or
  - b) until the fulfillment of all contractual obligations (in case of designation of the Association as the winner of the procurement procedure) but no longer than 30 months from submission of the offer.

### **3. MUTUAL OBLIGATIONS OF THE PARTIES**

- 3.1. The associates are to contribute, for the rapid achievement of the purpose of this Agreement, through the exchange of experience and best practices in the field.
- 3.2. In order to achieve the proposed goal, the Associates must consult when necessary and inform themselves on all aspects regarding the evaluation of the project, including by organizing on-line meetings (working groups) for the exchange of experience regarding the technical implementation of the project.
- 3.3. When executing the provisions of this Agreement, the Associates must mutually respect the professional and ethical standards towards each other.
- 3.4. The management and distribution (of funds, fixed assets, joint activity, human resources) resulting from the execution of this agreement, is carried out by each Associate individually, to the extent of the assumed rights and obligations, by signing an additional written agreement.

### **4. RIGHTS AND OBLIGATIONS OF ASSOCIATES**

#### **4.1. The rights and obligations of the Association Leader**

- a) To submit the offer on behalf of the Association Leader.

- b) To sign the contract with the Contracting Authority on behalf of the Association Leader.
- c) To ensure the import of equipment and their delivery to Chisinau International Airport including customs fee if any.
- d) To receive payment from Chisinau International Airport. It will convert into euros and transfer the money to SAE Sp. Z o.o.,
- e) To provide engineering assistance for commissioning and repair work during the warranty period, guided by SAE Sp. z o.o., specialists
- f) To present, upon request, information/data necessary for reporting the stages of contract implementation.
- g) To sign the documents participating in the procurement procedure.
- h) To bear the per diem and travel expenses of a specialist from C&S to the Factory for training and certification.

#### **4.2. Rights and obligations of the Consortium Partner:**

- a) To deliver 4 liquid explosive detectors EMA-3 manufactured by CEIA and consumables according to the tender requirements and offer received from SAE.
- b) To ensure delivery conditions - DAP Chisinau International Airport and cover all customs fees if any.
- c) Delivery terms - 50 days from the date of signing the contract with Chisinau International Airport excluding holiday period of the producer i.e. CEIA.
- d) To ensure a specialist for installation, commissioning and operator training.
- e) To benefit from payment, for the expertise offered, established by the parties, by additional agreement, depending on the volume and needs of the expertise offered;
- f) To ensure the training at the manufacturer's training center of 2 specialists from Chisinau International Airport and 1 Specialist from Control & Service for the maintenance works of the mentioned equipment.
- g) To ensure the performance of warranty repairs at the site in Moldova or in the own Service Center in Poland, if it not possible within 48 hours, he will replace the defective equipment.

### **5. LIABILITY OF THE PARTIES**

5.1. The Association Leader is liable to the Contracting Authority for the non-execution or improper execution of the obligations assumed by the contract awarded in accordance with the legislation in force.

5.2. The parties will remain in the Association for the entire period of execution of the Contract i.e. till the end of the 24 month warranty period by not later than 30 month from the date of the signing Association agreement.

5.3. The replacement of an associate during the implementation of the contract will be possible only with the approval of the Contracting Authority and the financier, respecting the initial qualification requirements.

5.4. No partner may, without the written consent of the other partner, sell, transfer, donate or assign his or the other's share of the partnership. Any attempt to transfer a partner's share of the partnership will be void.

5.5. If both associates agree to the transfer to a third party of the part of one of them, this third party must assume in writing, all the obligations that its author has under this agreement.

### **6. COMMUNICATION**

6.1. Any communication between the parties is validly completed if it will be made in writing and will be transmitted to the other Party through a means of communication that requires confirmation of receipt.

## 7.PRIVACY

7.1. All information contained in this agreement and related to its execution is confidential information and may not be disclosed to third parties except with the prior consent of the other associate.

7.2. The Parties shall take the necessary measures to prevent the disclosure of confidential information or the familiarization of third parties with this information without the permission of the Parties.

## 8.DISPUTES

8.1. Disputes between the parties will be settled amicably, through consultations between the Parties.

8.2. If the disputes cannot be resolved amicably, they will be resolved in accordance with the legislation in force of the Court of Jurisdiction of the Defendant

## 9.FINAL TERMS

9.1. The additions and changes made to this agreement are not valid and opposable to the parties unless they are made by means of an additional act signed by the associates.

9.2. This contract represents the will of the parties and supersedes any other verbal agreement between them, prior or subsequent to its conclusion.

9.3. This agreement was concluded in 2 copies, one for each party, today 28.07.2024.

**Association leader**

  
Tudor Acristiniu

**Member of the association**



Paweł Mączyński