



TECNOLOGY SYSTEM COUTURE

Sede Legale: Strada Eugubina, 225/b - Pieve Pagliaccia – Colombella – (PG)

Codice Fiscale e Partita IVA 03152610543

INTERNATIONAL EXCLUSIVE DISTRIBUTION CONTRACT

Between

Tecnology System Couture SRL having its seat in Strada Eugubina, 225/B 06134 Perugia Italy , represented by Miss Francesca Zeppetti (hereinafter called “the Manufacturer”)

And

“ELEMENTPLAST” SRL having its seat in Strada Vasile Lupu 177,A Orhei, Republic of Moldova, represented by Mr Sergiu Zagorodniuc (hereinafter called “the Distributor”)

IT IS AGREED AS FOLLOWS

1. Territory and Products

1.1 The Manufacturer grants and the Distributor accepts the exclusive right to sell the products listed in Annex 1 (hereinafter called "the Products") on the territory of the Republic of Moldova

2. Distributor's functions

2.1 The Distributor sells in his own name and for his own account, in the Republic of Moldova, the Products supplied to him by the Manufacturer.

2.2 The Distributor has no authority to make contracts on behalf of, or in any way to bind the Manufacturer towards third parties.

2.3 The Distributor agrees to promote in the most effective way the Products within Republic of Moldova. He shall especially set up and maintain an adequate organization for sales (and, where appropriate, after-sales service) with all means and personnel as are reasonably necessary in order to ensure the fulfilment of his obligations under this contract for all Products and throughout the Republic of Moldova.

3. Undertaking not to compete

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3.1 Without the prior written authorization of the Manufacturer, the Distributor shall not, distribute, manufacture or represent any products which are in competition with the Products, for the entire term of this contract. In particular he shall not engage, within the Territory or elsewhere, directly or indirectly, acting as distributor, commission merchant, reseller, distributor, agent, or in any other way, for the benefit of third parties who manufacture or market products which are in competition with the Products.

3.2 However, the Distributor may market or manufacture non-competitive products (provided not for the benefit of competing manufacturers) on condition that he informs the Manufacturer in writing in advance (stating in detail the types and characteristics of such products), and that the exercise of such activity does not prejudice the punctual fulfilment of his obligations under this agreement.

4. Conditions of supply – Prices

4.1 All sales of the Products to the Distributor shall be governed by the Manufacturer's general conditions as described (annex 2)

4.2 Payment will be made, unless otherwise agreed, (i) 50% in advance, at least 60 days before the agreed term of delivery and 50% the day the products were shipped.

4.3 The delivery terms of the ordered products is 45 – 60 maximum calendar days from the date of the order, except other accords depending on the quantity of the order and the kind of articles.

5. Resale of contractual Products

5.1 The Distributor agrees not to actively promote sales to other importers of the territory.

6. Manufacturer's trademarks

6.1 The Distributor shall make use of the Manufacturer's trademarks, trade names or any other symbols, but for the only purpose of identifying and advertising the Products, within the scope of his activity as distributor of the Manufacturer and in the Manufacturer's sole interest.

6.2 The Distributor hereby agrees neither to register nor to have registered, any trademarks, trade names or symbols of the Manufacturer (nor any trademarks, trade names or symbols of the Manufacturer that may be confused with the Manufacturer's ones), in the Republic of Moldova or elsewhere. He furthermore agrees not to include the

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above trademarks, trade names or symbols of the Manufacturer in his own trade or company name.

6.3 The right to use the Manufacturer's trademarks, trade names or symbols, as provided for under the first paragraph of this article, shall cease immediately for the Distributor, on expiration or termination, for any reason, of the present contract.

7. Exclusivity

7.1 Except as set out hereafter, the Manufacturer will sell, in the Republic of Moldova, only to the Distributor. He agrees furthermore not to appoint in the Republic of Moldova any distributors, agents or intermediaries, for the purpose of distributing the Products. He will however be free to send his personnel to the Republic of Moldova in order to harmonize the Distributor's activities with his own commercial policy.

8. Termination of the contract

8.1 This contract enters into force on the date on which it is signed and will last for a maximum period of 1 (one) year, except the right of the Distributor to recede from the contract within 6 (six) months from the stipulation of the contract. Should it not be terminated before its expiry date, the contract will continue with full writes until concluded by a party.

9. Earlier contract termination

9.1 It is allowed for the parties to immediately recede from the contract, for every violation of the contract, which have a certain gravity that prevent the normal development of the contractual relationship based on the mutual trust. Each party may terminate this contract with immediate effect, without respecting a period of notice, in case of a breach of the previous articles.

9.2 Shall be considered as exceptional circumstances justifying the immediate contract termination: civil or criminal sentences as well as any circumstances which may affect his reputation or hamper the punctual carrying out of his activities.

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10. Governing law and Arbitration

All disputes arising in connection with the present Contract shall be finally settled under the Rules and Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules. Arbitration place will be Paris, Geneva or London and language will be the English.

11. Any addendum to this contract would be considered as an integral part of this contract.

12. Addresses mentioned here above are considered the legal addresses for any communication between both parties.

Perugia, 12/03/2020

Orhei, 12/03/2020

TECNOLOGY SYSTEM COUTURE SRL
Sede Legale: Strada Eugubina, 225/b
06134 Pieve Pagliaccia - Colombella (PG)
Tel. 075.581.4444 - Fax 075.581.4444
E-Mail: info@tscouture.it
C.F. e P. IVA 03152610543
Cap. Soc. € 15.000,00 i.v.
REG. COM. PG N. 261479 del 22.06.2019



(The Manufacturer)

(The Distributor)

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**List of the Contractual Products (Annex 1)
Firefighter equipment**

- 1. Compressed Air protection device**
- 2. Gloves for firefighter**
- 3. Fire hatch**
- 4. Protective helmet for rescuers and firefighters**

Perugia, 12/03/2020

Orhei, 12/03/2020

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Strada Eugubina, 225/b
06134 Pieve Pagliaccia - Colombella (PG)
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E-Mail: info@tsystemcouture.it
C.F. e P. IVA 03152610543
Cap. Soc. € 10.000,00 i.v.
Reg. Com. PG N. 261419 del 22.05.2019

Circular stamp: ELEMENTPLAST S.R.L. 79300909101
Text around stamp: SOCIETATEA CU RASPUNDE
Text around stamp: ROMANIA, JUDEA IASI, ORHEI
Text around stamp: ELEMENTPLAST S.R.L.

(The Manufacturer)

(The Distributor)

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