

# **DISTRIBUTION AGREEMENT**

*(Tractors and Spare Parts)*

This distribution agreement (hereinafter this "**Agreement**") is made this day 29th, of November 2019, by and between

**SAME DEUTZ-FAHR ITALIA S.P.A.**, a company organized and existing under the Laws of Italy, having its registered offices at Treviglio (Bergamo) viale F. Cassani n. 15 (hereinafter referred to as "**SDFI**"), represented by Mr. Ivano Volpon, acting in his capacity of Legal & Corporate Affairs and Internal Audit Director, duly empowered to sign this Agreement;

and:

**FPC Aprocomteh SR** a company validly incorporated and existing under the Laws of R. of Moldova, having its registered offices at Chisinau, Muncesti 426 A str. (hereinafter referred to as "**Distributor**"), represented by Mr. Anatolie David acting in his capacity of General Director, duly empowered to sign this Agreement;

WITNESSETH, That

WHEREAS, the Distributor is active in the business of marketing and selling farm tractors and spare parts, and its organization includes qualified staff and premises suitable for supplying technical after-sale assistance to the customers;

WHEREAS, the Distributor is interested in being granted the distributorship of farm tractors and spare parts which are manufactured, marketed and sold world-wide by the group to which SDFI belongs;

WHEREAS, SDFI is duly entitled to grant the distributorship under the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the recitals above and mutual covenants contained herein, the parties hereto agree as follows.

## **1. Distributorship and Territory**

1.1 Save what is provided under article 6.5 below, SDFI hereby appoints the Distributor, which accepts, as an exclusive distributor for selling and after-sale servicing of farm tractors bearing the **trademark "Deutz Fahr"**, hereinafter referred to as the "**Products**". In addition SDFI appoints the Distributor, which accepts, as an exclusive distributor for selling original spare parts, lubricants, and accessories for the Products repair services for them (hereinafter referred to as the "**Spare Parts**") and providing after sales / repair services for the Products. The Spare Parts are those listed in the **Appendix 1**. In furtherance, SDFI appoints the Distributor, which accepts, as an exclusive distributor for "**Deutz Fahr**" merchandising items, under the terms and conditions to be agreed separately on a yearly basis.

This distributorship and any rights hereunder granted to the Distributor in accordance with this Agreement:

(i) shall not include any other tractors or similar equipment which may be manufactured or marketed by SDFI, or other companies of the group to which the latter belongs, with other trademark than "**Deutz Fahr**" or any other spare parts but those relevant to the Products; and

(ii) shall be limited to the **territory of the Republic of Moldova** (hereinafter referred to as the "**Territory**").

1.2 The Distributor shall purchase and sell the Products and Spare Parts in its own name and for its own account. The Distributor shall not be authorized to bind SDFI contractually. The Distributor shall be free in the negotiation of sales prices with its customers.

1.3 If the Distributor itself appoints resellers for Spare Parts, e.g. so-called "B-dealers", it shall be obliged to agree with them on appropriate sureties in the interest of SDFI. If the Distributor disposes of SDFI's

X

*[Handwritten signature]*



**X. Final provisions**

1. Place of performance is the delivery plant.
2. If the Distributor is a merchant, then our registered office is the proper venue; however, we are also entitled to sue the Distributor in another venue.
3. This contract shall be governed by and construed in accordance with the laws of Italy, also excluding the applicability of Vienna United Nations Convention on Contracts on the International Sale of Goods (CISG) and of the Italian rules of Private International Law (conflict of laws).

Date: November 29,2019

The Distributor

Is hereby expressly acknowledged that the following clauses have been examined and approved:

- (III) Scope of delivery;
- (IV) Price and payment;
- (VI) Passing of risk and taking delivery;
- (VII) Claims for defects / liability;
- (VIII) Warranty;
- (IX) Retention of title.

Date: November 29, 2019

The Distributor

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