

SUZUKI DEALER AGREEMENT

SUZUKI Distributor: Magyar Suzuki Corporation (having its registered seat in Hungary, 2500 Esztergom, Schweidel József u. 52/A; registered with the Komárom-Esztergom County Court acting as the Court of Registration under Cg. 11-10-001371; VAT number: 10552821-2-44; EU VAT number: HU10552821) "Distributor"

and

Dealer **DAAC AUTO S.R.L.** (having its registered seat in **CHISINAU, STR. PETRICANI 17, MD 2059**, registered under 1006600006098; VAT number: 0505349 "Dealer" -

Hereinafter jointly referred to as "the parties"

enter into the following agreement (the Agreement):

TABLE OF CONTENTS

	Page
Recitals	3
1. Appointment, Distribution rights, Service Partner Agreement	3
2. Selective distribution of the Contract Products within the country of appointment	4
3. Dealer Standards	5
4. Sales through the Internet	8
5. Direct sales by Distributor	8
6. Purchase obligation and competing products	10
7. Annual Forecast	10
8. Prices and dealer discount	12
9. Distributor's obligations	12
10. Non-exclusive trademark license	12
11. Pre-delivery inspection and modification of the Contract Products	13
12. Warranty and product recall	14
13. Leasing and financing services	14
14. Advertising and marketing	14
15. Information obligation, financial situation, ICT and inspections	15
16. Subcontracting and assignment	17
17. Confidentiality	17
18. Term and termination of the Agreement	18
19. Consequences of the termination of this Agreement	20
20. Force Majeure	22
21. Business risk and limitation of claims	23
22. Governing law and Independent Expert	23
23. Prior agreements, annexes, amendments and severability	23
24. Notices	24

Conditions (Annex 6), the Dealer Standards (Annex 7), according to Art. 1.9 and Art. 3.1 and the Data Processing Rules (Annex 10).

- 23.4 If any provision of this Agreement is or becomes invalid or is required to be amended by any authority, nothing shall affect the validity of the remaining provisions hereof. In such case, the parties shall amend the offending provision and/or this Agreement in such a way that, as far as permitted by law, the economic purpose of the provision which is invalid and/or must be amended is accomplished. In the event that the parties fail to reach an agreement on such amendment within 60 days following the establishment of such invalidity, they shall each have the right to terminate this Agreement with 30 days notice, provided that the terminating party would not have concluded this Agreement without the provision found to be invalid.
- 23.5 Except as expressly provided in this Agreement, the waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach or affect in any way the effectiveness of that provision.

24 Notices

- 24.1 All written notices and other communications between the parties which shall or may be given pursuant to this Agreement shall be deemed to have been sufficiently given when written in English, delivered by personal service or registered mail or e-mail to the recipient addressed as follows:

(i) If to the Distributor:

Magyar Suzuki Zrt.

To the attention of the Head of the Export Development Dept.
Address: 2500 Esztergom, Schweidel József u. 52., Hungary
Tel: +36 33 541 158
E-mail: goczan@suzuki.hu

(ii) If to the Dealer:

To the attention of: DAAC AUTO SRL.
Address: MD2059 CHISINAU, STR. PETRICANI 17. MOLDOVA
Tel: + 373 22 205 890
Fax: + 373 22 205 883
E-mail: Ivan.Sandu@daac-hermes.md

If a party sends a notice to the other party as described above, unless the other party takes over the notice earlier, the notice shall be deemed to be delivered at latest on the 5th day after the day of sending such notice.

Distributor may require in its sole discretion, if reasonable the Dealer to organize for the English language translation of any written notices and other communications of the Dealer given in the language of the country of appointment.

IN WITNESS THEREOF, the parties have signed this Agreement by their duly authorised representatives as of the day written below.

Esztergom, September 26, 2013.

Place/date


Distributor

Chisinau, (November) October 14, 2013

Place/date


Dealer

