



EXCLUSIVE DISTRIBUTOR AGREEMENT FOR BOBCAT PRODUCTS

This DISTRIBUTOR AGREEMENT (the "Agreement") is made by and between DOOSAN BOBCAT EMEA s.r.o, having its registered office at U Kodelky 1810, 263 12 Dobříš, Czech Republic and registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 85459, Id.-Nr. 26489201 ("Bobcat"), and the distributor mentioned in Schedule "A" (the "Distributor").

BOBCAT AND THE DISTRIBUTOR AGREE AS FOLLOWS:

Article 1

Scope of the Agreement

1.1 (Appointment and acceptance). Bobcat hereby appoints the Distributor, who accepts such appointment, as its distributor in the territory defined in Schedule A (the "Territory") solely for the Bobcat®-branded products listed in Schedule B (the "Products").

1.2 (Additional products). Without incurring any obligation to the Distributor, Bobcat reserves the right to modify Schedule "B" at any time on reasonable prior written notice by, but not limited to, adding products developed by Bobcat or gained through acquisition of a business or deleting Products as a result of the cessation of manufacture or the disposal of a business by Bobcat.

Article 2

Distributor's exclusive rights

2.1 (Distributor's exclusivity). Distributor shall be the exclusive distributor for the new Products (as opposed to Used Products as defined in Article 2.4), in the Territory, except as set out in the following paragraphs of this Article and in Article 3.2.. Furthermore, Bobcat will not appoint any other distributors, agents or intermediaries in the Territory, for the purpose of distributing the new Products; and will impose contractual obligations on its other distributors not to make active (i.e. unsolicited) sales of new Products to customers in the Territory.

2.2 (Agricultural market). Bobcat retains the right to appoint other distributors active in the agricultural market (farmers, machinery rings or agricultural contractors) in the Territory. When proceeding with such an appointment, Bobcat will notify the Distributor and the Distributor will have to stop active (i.e. unsolicited) selling to agricultural customers with immediate effect.

2.3 (Key Accounts). Bobcat may sell the Products in the Territory directly to the Key Accounts as defined in Schedule "D". In such cases, Bobcat may request the Distributor to carry out certain services incidental to sales, such as (but not limited to) preparation & pre-delivery inspection, delivery, handing over & training, post-sale inspection, maintenance and/or repair. The Distributor shall be entitled to receive from Bobcat a reasonable compensation for such services on a case by case basis.

2.4 (Used Products). The Distributor's exclusivity does not extend to Used Products, which are defined as (i) Products with more than 300 hours use or (ii) Products which were retailed to a customer through an invoice which is more than one year old. For the avoidance of doubt, Bobcat and other parties are permitted to make active and passive sales of Used Products to customers in the Territory.

2.5 (OEM products). Bobcat may sell Products to third parties (including Bobcat's affiliates) who resell them in the Territory with another trademark than Bobcat®.

2.6 (Exclusive sourcing). Except if otherwise approved in writing by Bobcat, the Distributor shall only buy the Products (machines, attachments, parts, consumables and related products/services) directly from Bobcat and not from any other source (including the other distributors appointed by Bobcat).

Article 3

On-line sales

3.1 (On-line sales by the Distributor). The Distributor may advertise the Products and/or his activity as Distributor on its website and may sell Products through its website. Such advertising shall comply with Article 4.2, Article 6 and Article 7. Nevertheless, the Distributor shall refrain from actively selling the Products outside the Territory, typically by using mailing to customers located outside its Territory or by using commercials specifically dedicated to customers located outside the Territory. The Distributor is also required to operate at least one showroom to sell Products offline. The Distributor is not allowed to sell the Product through online marketplaces being online platforms which connect merchants and potential customers and enable direct purchases, such as Amazon.

3.2 (On-line sales by Bobcat). Subject to a reasonable Distributor's compensation to be determined by Bobcat, Bobcat is entitled to perform on-line sales of the Products (machines, attachments, parts, consumables and related products/services) to customers in the Territory.

Article 4

Sales outside the Territory

4.1 (Sales/lease outside the Territory). The Distributor is strictly prohibited to make sales of the Products to customers outside of the EEA¹/Switzerland. Within the EEA/Switzerland, the Distributor shall not make active (i.e. the Distributor shall not solicit) sales of the Products to the territories in respect of which Bobcat has appointed another exclusive distributor (as reflected from time-to-time on www.bobcat.com). In case the Distributor is unsure about the status of any territory, it's the Distributor's duty to proactively contact Bobcat for confirmation. This prohibition also applies to rent-to-sell or lease transactions.

¹ European Economic Area as it exists on the Effective Date.

4.2 (Presence outside the Territory). The Distributor shall refrain from establishing or maintaining any distribution/rental depot or branch outside of its Territory. The Distributor shall also refrain from any commercial or marketing activities which actively target territories in respect of which Bobcat has appointed another exclusive distributor (as reflected from time-to-time on www.bobcat.com). In case the Distributor is unsure about the status of any territory, it is the Distributor's duty to proactively contact Bobcat for confirmation.

4.3 (Affiliates). Prohibitions of Articles 4.1 and 4.2. are valid for both the Distributor and any Distributor's affiliate.

Article 5

Distributor's functions

5.1 (Distributor as buyer-reseller). The Distributor resells in his own name and for his own account the Products.

5.2. (Stock of Products). The Distributor agrees to maintain at its own expense, for the whole term of this Agreement, a reasonable stock of Products (including spare parts and consumables) to cover the normal needs of the Territory.

5.3 (No authority to bind Bobcat). Unless otherwise specifically agreed in writing, the Distributor has no authority to enter into contracts on behalf of Bobcat, or in any way to bind Bobcat towards third parties.

5.4 (Distributor acting as intermediary). In cases where, exceptionally, the Distributor does not want to carry out the business as a buyer-reseller, he may refer a specific deal to Bobcat for a direct sale to the customer and the Distributor will be remunerated for its activity as intermediary by a commission to be agreed upon on a case by case basis. The above activity as intermediary is accessory to the Distributor's main activity (as buyer-reseller) and does not affect the legal status of the Distributor as an independent trader.

Article 6

Marketing and sales promotion

6.1 (Obligation to promote sales). The Distributor agrees to promote in the most effective way, and in accordance with the general directions given by Bobcat, the Products in the Territory and to protect Bobcat interests with the diligence of a responsible businessman. This includes a reasonable amount of advertising at its premises clearly demonstrating that it is an official Bobcat distributor, in compliance with the Dealer Facility Brand Guide policy available on the Portal.

6.2 (Misrepresentation). The Distributor shall not misrepresent to customers that products sold by the Distributor have been manufactured, supplied or approved by Bobcat when such is not the case. The Distributor shall not utilise Bobcat's product numbers and packaging for products not manufactured, supplied or approved by Bobcat.

6.3 (Sales/Services organisation). The Distributor shall provide and maintain, with all necessary means, an adequate organisation and premises to (i) promote sales, (ii) install, service or repair the Products and (iii) perform warranty or repair campaigns obligations for the Products.

6.4 (Fairs or exhibitions). The Distributor shall take part, at his own expense or with a pre-agreed support from Bobcat, in the main fairs and exhibitions of the Territory. However, Bobcat reserves the option to participate directly to any fair or exhibition in the Territory.

6.5. (Advertising material). Bobcat shall supply the Distributor with sales and marketing information such as catalogues, specifications, promotional literature, merchandising items and other support material that Bobcat may make available.

6.6. (Dealer locator). For the duration of the Agreement, Bobcat will refer to the Distributor as an official Bobcat distributor on the Bobcat's website and will ensure that Distributor's details are easily available for any Bobcat's website visitor.

Article 7

Advertising

7.1 (Advertising). The Distributor shall be responsible for all advertising necessary to adequately promote the Products within the Territory. It agrees to regularly advertise and promote the Products as well as Bobcat's name and trademarks in the Territory.

7.2 (Conformity to Bobcat's indications). Any advertising and promotion regarding Bobcat and/or the Products shall be in strict accordance with the respective Bobcat policies, such as the Distributor Brand Guide policy, which is available on the Bobcat Portal.

7.3 (Cost of Advertising). The costs of all advertising and sale promotion activities shall, unless otherwise agreed in writing, be borne by the Distributor.

Article 8

Sales Targets – Consequences for non-attainment of targets

8.1 (Targets volumes). The parties agree on the importance of establishing forecasts of future orders and sales. To that aim, they agree to meet before the end of each calendar year in order to discuss the business results reached in the Territory during the current year and to agree, in writing, upon the sales targets for the following year. These targets will then be documented in the form of a marketing plan signed by both Bobcat and the Distributor. Unless otherwise agreed, the sales target shall be the number of machines, attachments, parts, consumables and related products/services retailed by Bobcat the Distributor in the Territory during the respective year.

8.2 (Consequences of non-attainment of the targets). The parties shall make reasonable efforts to attain the targets agreed upon, however the non-attainment shall not be considered as a substantial breach of the Agreement by a party. Should the Distributor fail to meet the targets as set out in the marketing plan for two consecutive years, or if the Distributor fails to sign the marketing plan for two consecutive years, Bobcat shall be entitled, subject to giving one month's notice, at its choice:

- (a) to cancel the Distributor's exclusivity, and/or,
- (b) to amend the list of Products, and/or;
- (c) to amend the Territory.

8.3 (Benefits in case of attainment of the targets). Should the agreed targets be attained, the Distributor may be entitled to a bonus or other benefits as determined by Bobcat.

Article 9

Non-competition obligation

9.1 (Non-competing products). The Distributor is free to offer, distribute, rent or lease any products which are not, in Bobcat's views, in competition with the Products.

9.2 (Non-competition obligation). Unless authorised in advance in writing by Bobcat, the Distributor shall not, directly or indirectly, through its shareholders, directors, related companies, or any third party having an interest in the Distributor's

activity, offer, distribute, rent or lease, in the Territory any products which are, in Bobcat's views, in competition with the Products.

Article 10

Sub-distributors or agents

10.1 (Appointment of sub-distributors). The Distributor shall not appoint sub-distributors without (i) the prior written approval of Bobcat and (ii) the execution of a sub-distributor agreement using the template enclosed as Schedule G.

10.2 (Distributor's responsibility for his sub-distributors or agents). The Distributor shall be entirely responsible, at all times, for the activities of his sub-distributors, agents or other intermediaries. In case the sub-distributor would have any debt towards Bobcat for whatever reason, the Distributor is jointly and severally liable for the reimbursement of this debt.

Article 11

Obligation to inform Bobcat

11.1 (Information about the Distributor's activity and market conditions). The Distributor shall with due diligence keep Bobcat informed about his activities, market conditions and the state of competition (e.g. features and prices of competing products, marketing actions of competing firms, etc.) within the Territory, as well as any material change in its business, including new outlet, address change, contact information, business expansion, change of ownership. He shall furthermore answer any reasonable request for information made by Bobcat.

11.2 (Information about laws and regulations concerning the Products). The Distributor shall further keep Bobcat informed about the laws and regulations in force in the Territory to which the Products must conform (e.g. labelling, technical specifications, safety requirements, etc.) or which could have a material impact on this Agreement. The Distributor shall obtain at its own expense all necessary permissions, consents and licenses to enable the Distributor to import, market, distribute and sell the Products in the Territory and to ensure the full and legal operation of this Agreement.

Article 12

Conditions of supply/delivery

12.1 (Acceptance and refusal of orders). Bobcat shall supply the Products against Distributor's orders, which Bobcat shall be free to accept or to refuse at its sole discretion. Bobcat may procure its affiliates to supply the Products to the Distributor upon and subject to the terms of this Agreement. After receipt of an order, Bobcat sends the Distributor an acknowledgement of order confirming a receipt of an order. The acknowledgement of order doesn't establish an order confirmation. Bobcat confirms the order by assigning a production slot for the order in the order management system on Bobcat Portal.

12.2 (Electronic business). The Distributor agrees that Bobcat may send invoices, acknowledgments and statements to the Distributor solely by use of electronic means, including Bobcat Portal and/or by email with attachment at their email address set forth in Schedule "A".

12.3 (Bobcat's general conditions of sales). All sales of the Products to the Distributor shall be governed by Bobcat's general conditions of sale applicable at the time of order's receipt. The applicable Bobcat's general conditions of sale are, at all-times, available on the Bobcat Portal and by sending the order, the Distributor confirms to be familiar and agree with the effective general conditions. The current Bobcat general conditions of sale are enclosed as Schedule E and the Distributor acknowledges having read, understood and accepted them.

12.4 (Delivery of Products) Shipment dates mentioned on any commercial document are non-binding.

12.5 (Risk of Loss – Product damages) Risk of loss in the Products shall pass from Bobcat to the Distributor in accordance with the Incoterm®2020 as specified by Bobcat on the order acknowledgement or invoice, the latest prevailing in case of discrepancy between the two. While the Products, or any other product provided by Bobcat to the Distributor (e.g. consignment, demonstration, etc...), are in the possession of the Distributor, the Distributor remains fully responsible for any damage or loss concerning the Product while in its possession and confirms that it will maintain adequate insurance over the Products for this period.

Article 13

Prices and payment

13.1 (Prices). The prices payable by the Distributor are available on Bobcat Portal or are shared with the Distributor via email. Such prices may be varied by Bobcat at any time upon thirty (30) days' notice, and the new price shall be applicable to all orders placed after the new price has entered into force. Nevertheless, in case of exceptional circumstances beyond Bobcat reasonable control and significantly impacting the production costs of the Products, Bobcat reserves the right to apply the new price to any Products delivered later than one (1) month following the price variation notice.

13.2 (Resale prices). The Distributor is free to autonomously determine the actual sale price of the Products. Bobcat is allowed to request the Distributor time to time not to sell for a resale price higher than a maximum resale sales price set by Bobcat. Bobcat is also allowed to set a resale price in rare cases where permitted by law, e.g. in a short term low price campaign. The Distributor hereby agrees to comply with the above mentioned resale price request from Bobcat.

13.3 (Recommended prices). Bobcat may indicate recommended resale prices which are not binding and do in no way affect the Distributor's right to grant other prices to its customers.

13.4 (Payment conditions). Payment conditions will be those specified in Schedule C or agreed upon in writing case by case. In case of default in any payment due to Bobcat for a period of one month, or in case of termination notice referred to in Article 18.2., Bobcat shall have the right to notify the Distributor of new terms of payment. Bobcat is entitled to put any further shipment of Products on hold in case the Distributor is late in any payment due to Bobcat. In the event of a significant deterioration of the Distributors financials or country risks, Bobcat also reserves the right to hold any shipments until sufficient guarantee is provided by the Distributor.

13.5 (Credit Lines). In the event Bobcat decides to afford the Distributor a line of credit, or any other form of credit benefit, Bobcat may, in accordance with its internal credit policy, amend and/or remove this line of credit and/or other benefit at any time. Accordingly, the Distributor shall comply with all requests for financial data from Bobcat which includes, but is not limited to, annual audited financial accounts on a yearly basis.

13.6 (Profit Retention). As long as the debt/equity ratio of the Distributor is above five (5), a minimum amount of fifty percent (50%) of the net profits generated during any accounting year have to be capitalized.

13.7 (Delayed shipments). If any shipment is delayed due to the Distributor (e.g.: late payment, non-collection,... etc), the Distributor shall be charged for storage costs per machine of not less than 15€ per day.

13.8 (Taxes). Unless otherwise stated, the Distributor shall pay all VAT, sales and other taxes and levies of whatever nature chargeable on the purchase price of the Products

13.9 (Set-off) The Distributor shall make no deduction or set-off against sums due to Bobcat unless Bobcat has issued a credit note in the amount of such deduction or set-off.

13.10 (Reservation of title). Any Product delivered remain the sole property of Bobcat until complete payment for that Product has been received by Bobcat. Only at this time will title of ownership pass to the Distributor.

Article 14

Trademarks – Unfair competition – Confidentiality

14.1 (Use of the Trademarks). The Distributor is entitled to use Bobcat's trademarks (including Bobcat® or Doosan®), trade names, logos or any other symbols (hereafter "Trademarks"), but only for the limited purpose of advertising the sale of the Products and identifying himself as distributor of Bobcat. Any use of the Trademarks on the Distributor's letter paper, on advertising materials or on any other materials addressed to third parties or on the internet shall either (1) be strictly compliant with the Dealer Brand Guide policy available on the Doosan Portal or (2) shall require the prior written consent of Bobcat.

14.2 (Prohibition to register – domain names). The Distributor agrees neither to register, nor to allow or favour the registration by third parties of any of the Trademarks (nor of any trademarks, trade names or symbols which are confusingly similar to the Trademarks). The Distributor furthermore agrees not to include the Trademarks in any domain name (or other computer-related technology) or in his own company name.

14.3 (Trademark infringement). The Distributor shall inform Bobcat as soon as he becomes aware of any acts of unfair competition or infringement of Bobcat's Trademarks or other intellectual property rights (e.g. patents) by third parties and concerning the Products.

14.4 (Confidential information). The Distributor shall not reveal either during the term of this Agreement or after its termination or expiration Bobcat's trade or commercial secrets or other confidential information (e.g. technical data regarding the Products, prices, discount policies, Bobcat general conditions of sale, warranty conditions, etc.) that has come to his knowledge through his activities as distributor of Bobcat, and agrees not to use such secrets or confidential information for purposes other than those of the Agreement.

14.5 (Financing). The Distributor consents that Bobcat and any finance company involved in the wholesale or retail sale of the Products may communicate and share Distributor and/or customer transaction related information (including personal data according to Article 17.7) with one another.

Article 15

After-sales services – Repairs – Warranty

15.1 (After sales service). The Distributor agrees to provide with his own personnel, technical means and at his own charge a suitable after sales service, which shall extend to all the Products in respect of which such assistance may be required in the Territory. Such after sales service shall be provided so as to respect with the utmost care the quality standards indicated by Bobcat. Before accepting or shipping any order, Bobcat can request the Distributor to fulfil certain mandatory service requirements, including trainings referred to in Article 15.3.

15.2 (After sales services for Products not sold by the Distributor). The Distributor will also provide after sales services for Products not sold by it, with the same care as for Products sold by it. Bobcat agrees to reimburse such services at a preferential rate in accordance with the Bobcat Warranty Policy.

15.3 (Training of Distributor's personnel). The Distributor agrees to have, at its own charge, its personnel participating in trainings and updating courses, which Bobcat may decide to organize. Bobcat is entitled to condition the acceptance of Product's orders on the attendance of mandatory trainings.

15.4 (Products' Warranty). Bobcat's warranty in respect of the Products is set forth in the Bobcat Warranty Policy, which may be updated by Bobcat from time to time. In case of an alleged defect in materials and/or workmanship of the Products during the warranty period, the Distributor shall promptly notify Bobcat in accordance with the rules as set out in the Bobcat Warranty Policy.

15.5 (Product registration). For a Product to benefit from the warranty, the Distributor shall register the Product on the Doosan Portal immediately, but latest 5 days after retailing said Products. Retailing includes adding a Product to rental-fleet or demo-fleet. Bobcat is entitled to charge a reasonable penalty in case of delayed registration.

15.6 (Self-Billing). In signing this Agreement, Distributor agrees to participate in a self-billing program. Distributor shall complete and execute the 'Self-Billing Agreement' attached as Schedule F when returning an executed version of this Agreement to Bobcat.

Article 16

Product liability – Product safety

16.1 (Product liability). Distributor shall without delay give notice to Bobcat of the receipt or notification of a Product related liability claim and of any circumstance related to the Products, which might be relevant to a Product related liability claim. Bobcat may ask Distributor to take all appropriate measures in order to enable Bobcat to join the legal action taken by Distributor's customer. For the purpose of the defence of the Product related liability claim, Distributor and/or Bobcat may be represented by common counsel. No statement shall be made or settlement shall be proposed or entered into by Distributor in relation to a Product liability claim unless previously agreed upon in writing by Bobcat.

16.2 (Limitation of liability). Unless otherwise dictated by any applicable law, BOBCAT (OR ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE TO THE DISTRIBUTOR OR ITS CUSTOMERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COLLATERAL CONTRACT, OR ANY PRODUCTS OR SERVICES SUPPLIED BY BOBCAT UNDER OR RELATED TO THIS AGREEMENT, FOR ANY DAMAGE OTHER THAN A DAMAGE CAUSED INTENTIONALLY OR BY GROSS NEGLIGENCE. BOBCAT WILL ALSO NOT BE LIABLE FOR LOSS OF PROFIT, LOSS OF INCOME OR CONTRACT, LOSS OF GOODWILL, OR FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHETHER BASED ON OR ARISING IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE. WITHOUT PREJUDICE TO THIS PARAGRAPH, AND NOTWITHSTANDING THE UNENFORCEABILITY OR INVALIDITY OF ANY OTHER PROVISION OF THIS AGREEMENT, BOBCAT'S (OR ITS AFFILIATED COMPANIES) MAXIMUM LIABILITY TO THE DISTRIBUTOR AND/OR ITS CUSTOMERS UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY PRODUCTS OR SERVICES SUPPLIED BY BOBCAT UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL NOT EXCEED, IN RESPECT OF EACH EVENT OR SERIES OF CONNECTED EVENTS, THE PURCHASE PRICE OF THE PRODUCT UPON WHICH SUCH LIABILITY IS BASED.

16.3 (Safety related information). The Distributor shall (1) place warning, maintenance and instruction decals and other information on the Products and (2) immediately distribute to its customer all safety-related information (including operator manuals, safety-related notices/campaigns, ...), as instructed by Bobcat. Regarding safety related campaigns, the Distributor agrees to inform its affected customers within 5 working days as from the date of notification by Bobcat. The Distributor

will defend and indemnify Bobcat from claims of any kind, including but not limited to injuries to persons or damage to property, and reasonable attorney fees, arising from the Distributor's failure to comply with this Article 16.3.

16.4 (Product modifications) The Distributor shall (1) refrain from making modifications to the Products, (2) not apply or use attachments or parts purchased from an entity other than Bobcat on the Products unless such modifications, applications or uses have been given approval in writing by Bobcat and (3) ensure that Products is used in accordance with the recommended applications and specification as set out in the operator manual and that such usage is communicated to its customers when the Product is sold. The Distributor will defend and indemnify Bobcat from claims of any kind, including but not limited to injuries to persons or damage to property, and reasonable attorney fees, arising from modifications to the Products or applications or uses of attachments, accessories, parts or batteries on the Products, which were not given prior Bobcat approval or which are made other than as instructed by Bobcat.

Article 17

Policies – Bobcat Portal

17.1 (Policies policy). Both parties recognize and agree that a large network of distributors cannot efficiently operate without implementing some commercially reasonable rules applicable to all the distributors. Therefore, in his role of network manager, Bobcat is entitled to issue policies applicable to all the distributors (including the Distributor). Depending on some legal or business particularities of some territories, Bobcat is also entitled to issue policies applicable to a group of Distributors only.

17.2 (Applicable Policies). Without being exhaustive, these policies can cover areas such as spare-parts, warranty, use of the Trademark, branding of the dealership, credit, logistic/transportation, sub-dealers, key accounts, etc. All applicable policies are available on the Bobcat Portal as further described in Article 17.5 and the Distributor acknowledges having read, understood and agrees to be bound by those policies.

17.3 (Policies amendment). Policies can be amended by Bobcat, such amendments will enter into force once published on the Doosan Portal.

17.4 (Non-Waiver). In the event that Bobcat acts contrary to a particular term of a Bobcat policy, this does not mean that the respective policy is no longer applicable. The policy will continue in full force and effect until (i) it is updated and replaced by this updated policy on the Bobcat Portal or (ii) the policy is removed from the Doosan Portal.

17.5 (Bobcat Portal). To facilitate the execution of some obligations of this Agreement and to streamline the communication between Bobcat, the Distributor and the network of distributors, Bobcat will maintain a web portal to which the Distributor will have access ("Bobcat Portal"). The Distributor must visit the Bobcat Portal on a regular basis, and at least once per week.

17.6 (Bobcat Portal rules). Use of the Bobcat Portal will require Bobcat to set up user(s) password(s) and/or other security protection measures. Distributor agrees to keep secret any passwords and such protection measures (if any) and not to disclose the same to anyone not authorised to access the Bobcat Portal. In case of legitimate business needs, the Distributor may allow its employees, approved sub-distributors or customers access to the Bobcat Portal to undertake limited actions in the course of their business. Such access is subject to prior approval given by Bobcat in writing. Even when approved by Bobcat, the Distributor remains fully responsible for any damages caused by the Bobcat Portal's accesses allowed by the Distributor. The Distributor agrees that its user password shall constitute and be the electronic signature of the Distributor. The Distributor's access to and use of the Bobcat Portal shall immediately cease in case of termination of this Agreement.

17.7 (Data privacy). To the extent that any information provided to Bobcat by the Distributor contains personal data, such personal data will be processed in accordance with Bobcat Privacy Policy available on the website <https://www.bobcat.com/eu/en/company-info/privacy-policy>. Personal data may be collected and processed by Bobcat for proper performance of this Agreement, including for order management, performances measurement, marketing purposes, trainings purposes, financial support purposes, exchange of information via Doosan portal etc.

Article 18

Term and termination of the Agreement

18.1 (Agreement Duration) This Agreement shall start on the Effective Date and shall remain in effect until the Expiry Date, both defined in Schedule A

18.2 (Earlier termination – with notice). Notwithstanding the above, it is agreed that Bobcat may terminate this Agreement at every time by providing the Distributor with minimum of 6 months' written notice.

18.3 (Special circumstances). Each party may terminate this Agreement with immediate effect, without the necessity of notice, in case of:

- (a) a substantial breach by the other party of the obligations arising out of this Agreement, as defined in Article 18.4 hereunder, or
- (b) exceptional circumstances justifying the earlier termination, as defined in Article 18.5 hereunder.

18.4 (Substantial breach). Any failure by a party to carry out all or part of his contractual obligations resulting in such detriment to the other party as to substantially deprive him of what he is entitled to expect under this Agreement, shall be considered as a substantial breach for the purpose of Article 18.3 above. The parties hereby agree to consider, unless the contrary is proved, as a substantial breach of the Agreement the violation of the provisions under Articles 3 (On line sales), 4 (Sales outside the Territory), 9 (non-competition), 13.4 (non-compliance with terms of payment), 13.6 (Profit Retention), 14.1 & 14.2 (unauthorised registration of the supplier's trademarks), 14.4 (disclosure of confidential information) and 16.4 (safety related information). Moreover, the violation of any other contractual obligation may be considered as a substantial breach, if such violation is repeated notwithstanding a request by the other party to fulfil its contract duties.

18.5 (Exceptional circumstances). The parties agree to consider as exceptional circumstances, which justify early termination of the Agreement by the other party, the following: bankruptcy, moratorium, receivership, liquidation or any kind of composition between the debtor and the creditors, or any circumstances which are likely to affect substantially one party's ability to carry out his obligations under this Agreement.

18.6 (Change of control). Bobcat can terminate the Agreement, with immediate effect, should there be any change in the ownership or control of the Distributor which is unacceptable to Bobcat for any reason.

18.7 (Unjustified earlier termination and right to damages). Should a party terminate this Agreement on the basis of Articles 18.4 or 18.5, by invoking circumstances which thereafter appear not to be of such gravity as to justify the earlier termination, the termination will nevertheless be effective, but the other party will be entitled to recover possible damages suffered as a consequence of the unjustified earlier termination. Such damages are presumed to be equal to the average net profits the terminated party would have made with the performance of the Agreement during a 12-month period, based on the turnover of the three preceding years. However, the damaged party may prove that the actual damage is higher and, respectively, the party having terminated the Agreement may prove that the actual damage is lower.

Article 19

Communication of Agreement termination

19.1 (Means of communication). Agreement termination by either party must be communicated to the other party in writing through a means of communication evidencing that the termination notice has been received and the date on which it is received (e.g. registered mail with return receipt, special courier).

19.2 (Effect of the communication). A termination notice is effective when it reaches the person to whom it is directed. If the notice is not received by the addressee for reasons for which the person sending the notice cannot be held responsible and all reasonable efforts have been made to reach the addressee, the notice will nevertheless be considered effective.

Article 20

Termination consequences

20.1 (Business suspension). Upon the occurrence of any of the events described in Articles 18.3 to 18.6, Bobcat may cancel or suspend any further delivery of the Products to the Distributor under any order that may have been submitted by the Distributor to the Bobcat. Bobcat may withdraw the Distributor's power of resale for the Products for which the Distributor has not paid Bobcat in full and may repossess any of the Products on the Distributor's premises (without prejudice to any other rights or remedies Bobcat may have).

20.2 (New distributor). In case Bobcat would give a termination notice longer than the six months referred to in Article 18.2, the exclusivity referred to in Article 2 shall not extend beyond these six months.

20.3 (Rights accrued before termination). Without prejudice to Article 20.1, termination of this Agreement shall not relieve or release either party from any rights, liabilities or obligations that accrued prior to the effective date of such termination.

20.4 (No silent renewal). The acceptance of orders by Bobcat from the Distributor, or any other action by Bobcat, after termination/expiration of this Agreement shall not be construed as a renewal of this Agreement or a waiver of termination.

20.5 (Remaining stock). In case of termination for whatever reason, the Distributor shall give to Bobcat or, at Bobcat's instruction, to any succeeding distributor, the first option to purchase the Distributor's stock of Products, or any portion thereof. This section shall not obligate Bobcat or any succeeding distributor to purchase all or any part of the Distributor's stock of Products. The price at which the option to re-purchase may be exercised is as follows: (a) new and unused Products not previously sold or rented by the Distributor which are in good and usable condition at the Distributor's net cost less the applicable percentage to cover handling, freight and restocking; and (b) all other Products at fair wholesale market value.

20.6 (Termination indemnity). Upon termination, neither the Distributor nor Bobcat shall in any event be entitled to any compensation or indemnity as a result of the termination or the consequences thereof.

20.7 (No use of Trademarks after Agreement termination). The right of the Distributor to use the Trademarks, as granted under Article 14.1, shall cease immediately upon the expiration or termination, for any reason, of this Agreement. The Distributor agrees to avoid making, in its contacts with third parties, any reference to the previous relation with Bobcat, which could confuse the customers, as to its present situation or lead them to mistakenly believe that the Distributor remains an official Bobcat distributor.

20.8 (Warranty service). After expiration of this Agreement, for whatever reason, the Distributor shall discontinue any after sale or warranty service related to the Products, and shall direct any request to a newly appointed distributor, except if otherwise agreed in writing by Bobcat.

Article 21

Compliance

21.1 (Compliance commitment). The parties acknowledge and agree that they shall not violate applicable laws and regulations in performing their duties under this Agreement.

21.2 (Anti-bribery commitment). The parties acknowledge and agree that they (and their owners, officers, directors, employees and agents) shall not pay, offer, promise or authorise the payment of, either directly or indirectly, anything of value (including but not limited to cash, gifts and entertainment) to (a) any government official or employee of any government or of any public international organisation; (b) any official or employee of any department, agency, or instrumentality of a government; (c) any employee of any corporation or entity owned or controlled by a government; (d) any immediate family member of such officials or employees; or (e) any political party, party official, or political candidate; to assist in obtaining, retaining or directing any business (including but not limited to any contracts, avoidance of duties or reduction of tariffs, reduction of taxes or to obtain money owed, or to obtain regulatory approval) or for the purpose of causing, soliciting or inducing the sale and purchase of the Products by any party; and

21.3 (Trade compliance commitment). The parties acknowledge and agree that they will comply with Bobcat's International Trade and Export Policy and Procedure as set out on the Bobcat Portal.

21.4 (Compliance liability). The defaulting party shall indemnify and hold the other party harmless from any claim, demand, expense or cost arising from any breach of this Article.

21.5 (Non-solicitation) The Distributor shall not (and shall not cause or assist any other person to), during this Agreement and for two (2) years after its termination, directly or indirectly, solicit, hire or in any manner encourage any employee of Bobcat (or Bobcat's affiliate), to leave the employ of Bobcat (or Bobcat's affiliate) for an engagement by the Distributor or any other person.

Article 22

Applicable law – Jurisdiction

22.1 (Applicable law). This Agreement will be governed by the laws of the Czech Republic.

22.2 (Rules applicable to sales). Unless otherwise agreed in writing, the sale contracts concluded between Bobcat and the Distributor within this Agreement (the "Sales Contracts") will be governed by the laws of Czech Republic, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

22.3 (Arbitration). Any dispute, controversy or claim arising out of or relating to this Agreement or the Sales Contracts, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Prague, Czech Republic. The language to be used in the arbitral proceedings shall be English.

22.4 (Courts). Parties expressly agree that disputes concerning debt recovery of unpaid invoices may also be submitted to the courts of Prague.

**Article 23
Final clauses**

23.1 (Force Majeure). Where a party to this Agreement fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of this Agreement; and (c) that it could not reasonably have avoided or overcome the effects of the impediment. A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: armed conflict or the serious threat of the same, act of a foreign enemy, extensive military mobilization; riot, rebellion, revolution, insurrection; act of terrorism, sabotage or piracy; pandemic, outbreaks of infectious disease or any other public health crisis; act of authority whether lawful or unlawful, compliance with any law or governmental order; act of God or natural disaster; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event"). This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event and takes all reasonable steps to minimize damages and resume performance. Should such an Force Majeure Event continue for more than 90 days rendering the parties unable to perform their obligations under this Agreement, either party can terminate the Agreement immediately thereafter by providing written notice to the other party.

23.2 (Modifications). Except where expressly authorised, this Agreement shall not be amended except in writing by an authorised representative of each party.

23.3 (Nullity). If any one or several of the provisions of this agreement should be or become ineffective, the Parties shall replace the same by other valid provisions, the commercial effect of which is so close to that of the ineffective provisions that it may be reasonably assumed that the Parties would have concluded the Agreement also with those other provisions. Parties explicitly agree that clauses exceeding the limitations imposed by law are not deemed to be null and void. They expressly allow the competent arbitrators or courts to reduce such clauses to the maximum permitted by law. In any case, the nullity of a particular clause of this Agreement shall not involve the nullity of the whole agreement.

23.4 (Prohibition of assignment). This Agreement may not be assigned or transferred by the Distributor without the prior written consent of Bobcat. Bobcat may assign or transfer this Agreement to an affiliate without the necessity of consent.

23.5 (Assignment of receivables). The Distributor agrees that Bobcat may assign receivables to a third-party finance company.

23.6 (Authentic text). The English text of this Agreement is the only authentic text. Translations may be offered and, where this is the case, such translations are provided for reference purposes only.

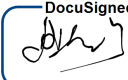

23.7 (Language – Address). Without prejudice to Article 19, all formal notices or communications between the Distributor (or any third party representing the Distributor) and Bobcat shall be in English only. Such notices/communications shall be addressed to the parties at their registered address as set forth on the opening page of this Agreement and in Schedule "A" respectively. Any changes to the Distributor's details (as set forth in Schedule A) shall be notified to Bobcat with reasonable notice.

23.8 (Entire Agreement) This Agreement and the Schedules attached hereto represent the entire understanding between the parties and supersede all prior negotiations, representations or agreements, either written or oral.

* * *

December 14, 2022

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on ____ / ____ / ____ by their duly authorised representatives.

<p>For the Distributor Oleg Mihanuc Signatory name: _____ Signatory function: <u>Owner</u> Signature: _____ </p>	<p>For Bobcat, Damien Joosdeterbeerst Signatory name: _____ Signatory function: <u>Vice President Legal & Compliance</u> Signature: _____ </p>
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Please initial each page of the Agreement and of the Schedules and affix your signature here above

- Schedules:
- A – Distributor Details
 - B – Products
 - C – Terms of Payment
 - D – Key Accounts
 - E – Terms and Conditions
 - F – Self-Billing Agreement
 - G – Sub-Distributor Agreement

SCHEDULE A – DISTRIBUTOR DETAILS

DISTRIBUTOR NAME: TCI-PRIM MC SRL

DISTRIBUTOR'S REGISTERED ADDRESS AND PRINCIPAL TRADING ADDRESS (IF DIFFERENT):

Hîncești 140/3
2070 Chișinău,
Republica Moldova

DISTRIBUTOR'S TRADE REGISTER (number): 101600029189

NAME OF DISTRIBUTOR'S PRINCIPAL: Oleg Mihaniuc

DISTRIBUTOR'S EMAIL ADDRESS: oleg.mihaniuc@gmail.com

DISTRIBUTOR SENIORITY WITH BOBCAT (on the Effective Date): 10 years

EFFECTIVE DATE: January 1st, 2023

EXPIRY DATE: December 31st, 2027

TERRITORY: Republic of Moldova

SCHEDULE B – PRODUCTS

Trademark	Product Description
Bobcat	Skid Steer Loaders
Bobcat	Compact Track Loaders
Bobcat	Tele-handlers
Bobcat	All Wheel Loaders incl Compact Wheel Loaders and Small Articulated Loaders
Bobcat	Mini track Loaders
Bobcat	Light Compaction
Bobcat	Attachments
Bobcat	Tracked excavators 0-8 tons
Bobcat	Wheeled excavators 0-8 tons
Bobcat	Backhoe Loaders
Bobcat	Parts & Consumables

SCHEDULE C – TERMS OF PAYMENT

COMPLETES: Cash in advance.

PARTS: Cash in advance.

Payment will be made by bank electronic transfer (BACS, CHAPS or SWIFT) no later than three working days prior to payment due date.

Payment will be made in full. Any deductions from payments must be authorised by Bobcat in writing.

SCHEDULE D – KEY ACCOUNTS

Bobcat retains the right to sell the Products in the Territory to the Key Accounts defined as follows:

- Rental companies (regional, national or international)
- Companies (national or international) engaged in road and building construction and/or quarries/aggregates and/or waste management.
- Government departments or agencies (army, defence, police, etc)
- Utility companies (national or international) responsible for public infrastructure (gas, water, electricity, telecoms, etc).

SCHEDULE E
Doosan Bobcat EMEA s.r.o
TERMS AND CONDITIONS OF SALE
(Version 1. 1. 2021)

1. GENERAL (a) The Terms and Conditions of Sale outlined herein (hereinafter referred to as "the T&C") shall apply to the sale by Doosan Bobcat EMEA s.r.o. (hereinafter referred to as "Bobcat") to the person, firm or company to whom Bobcat's offer is made (hereinafter referred to as "the Purchaser") of products, equipment and parts relating thereto (hereinafter referred to as "the Equipment"). T&C together with sales order constitutes a contract (hereinafter referred to as "the Contract") (b) In the event of a conflict between the T&C and any distributor agreement between Bobcat and the Purchaser or any other sales contract between Bobcat and the Purchaser as the case may be, the terms of the distributor agreement or other purchase contract shall prevail. (c) Unless otherwise agreed in writing by Bobcat, it shall be understood that Bobcat proceeding with any sale shall be in accordance with the terms and conditions outlined herein. **THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ANY TERMS PUT FORWARD BY THE PURCHASER, UNLESS BOBCAT AGREES TO THEM EXPRESSLY IN WRITING. NO CONDUCT BY BOBCAT SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE OF ANY TERMS PUT FORWARD BY THE PURCHASER.**

2. PRICE AND PAYMENT (a) Unless otherwise agreed in writing between the parties, the terms of payment are net cash in advance. All prices may be varied by Bobcat at any time upon thirty (30) days' notice, and the new price shall be applicable to all orders placed after the new price has entered into force. Nevertheless, in case of exceptional circumstances beyond Bobcat reasonable control and significantly impacting the production costs of the Products, Bobcat reserves the right to apply the new price to any Products delivered later than one (1) month following the price variation notice. (b) Unless otherwise stated, all prices are EXW Incoterms®2020 at Bobcat's designated warehouse. Prices do not include the cost of special packaging, insurance, foreign taxes or duties, or any other charges which may be applicable to the export or import of the Equipment. If an Incoterms other than EXW is agreed, a further incremental charge shall be added to the Equipment price to cover the extra cost. Any such extra costs shall be reflected in the invoice sent to the Purchaser. (c) Bobcat reserves the right to charge, without prior notice, interest at the annual rate of 8 (eight) percent per annum on all overdue accounts, such interest shall accrue on a day to day basis and will be charged in the same currency as the overdue amount. (d) If payment is agreed to be made by installments, in the event of default in payment of any one installment, all other sums payable under the Contract shall become immediately due and payable. (e) Any error of any kind whatsoever in any invoice of Bobcat shall be notified to Bobcat within seven (7) days of receipt of such invoice by the Purchaser. Failure to notify as herein required shall mean that the Purchaser is deemed to accept that the invoice is correct in all respects.

3. TITLE It is expressly agreed that the Equipment delivered remain the sole property of Bobcat until complete payment for that Equipment has been received by Bobcat. Only at this time will title of ownership pass to the Purchaser.

4. RISK Notwithstanding that the ownership of the Equipment may not have passed to the Purchaser as provided for in Article 3, the risk of loss in the Equipment shall pass to the Purchaser at the time of delivery to the Purchaser, its agent or any carrier in accordance with EXW Incoterms®2020, unless another Incoterms® has been agreed between the parties in writing.

5. ASSIGNMENT The Contract may not be assigned or transferred by the Purchaser without the prior written consent of Bobcat. Bobcat may assign or transfer the Contract without the necessity of consent.

6. SHIPMENT (a) Except if otherwise mentioned on any document issued by Bobcat (order acknowledgement, invoice, or other), all shipments are made EXW Incoterms®2020 at Bobcat's designated warehouse. Unless agreed with the Purchaser, Bobcat shall select the method of transportation, including place of storage, if necessary, in accordance with the shipping conditions current at time of or during shipment. Upon the Purchaser's written request, Bobcat will arrange to obtain ocean freight space, relevant insurances (which shall include standard warehouse to warehouse coverage), and forwarder's services. All such charges shall be payable by the Purchaser. (b) All shipments are made for the Purchaser's account. If shipments are delayed because of delayed payments or insufficient or delayed shipping instructions from the Purchaser, the Purchaser shall be charged for storage costs beginning immediately after Bobcat's notice that the Equipment ordered is ready for shipment and, if the Equipment is stored in Bobcat's factory, for not less than one per cent per month of the amount invoiced. (c) Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof, as shipments are made and invoices raised. (d) Claims for shortages must be made by the Purchaser within two (2) days of receipt of goods.

7. DELIVERY AND DELAYS Shipment dates are understood to be estimated and in no event shall such dates be construed as falling within the meaning of "time is of the essence" or other broadly similar concepts having the same legal effect. Bobcat shall not be liable for loss, damage, detention, delay or completion of an order due to acts of God, acts of terrorism, war, riots, civil insurrection, strikes, work stoppages, fires, accidents, acts of civil or military authority including governmental laws, embargoes, orders, priorities, or regulations, delay in transportation, shortages, delay by suppliers of materials, acts of the Purchaser, or any other causes whatsoever beyond the reasonable control of Bobcat. Acceptance of delivery shall constitute a waiver of all claims for damages by reason of delay in deliveries.

8. TAXES Unless otherwise stated, the Purchaser shall pay all VAT, sales and other taxes and levies of whatever nature chargeable on the purchase price of the Equipment.

9. PAYMENT (a) The Purchaser agrees that it shall make no deduction or set-off against sums due to Bobcat for the sale of the Equipment to the Purchaser unless Bobcat has issued a credit note in the amount of such deduction or set-off. (b) Payment must be made in the currency reflected on the invoice.

10. SPECIFICATIONS AND IMPROVEMENTS Unless expressly otherwise provided, Bobcat's specifications concerning the Equipment are subject to change by Bobcat in the course of manufacture without notice to the Purchaser. It is Bobcat's policy to constantly strive to improve its Equipment. Bobcat, therefore, reserves the right to make changes in design, and other changes, whenever Bobcat believes its Equipment will be improved thereby, but without any obligation to incorporate such changes retroactively.

11. WARRANTY Bobcat's warranty in respect of the Products is set forth in the Bobcat Warranty statement provided to the Purchaser together with the Equipment. In case of an alleged defect in materials and/or workmanship of the Products during the warranty period, the Purchaser shall promptly notify Bobcat in accordance with the rules as set out in the Bobcat Warranty Policy. **BOBCAT EXCLUDES OTHER CONDITIONS, WARRANTIES OR REPRESENTATIONS OF ALL KINDS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE (EXCEPT THAT OF TITLE) INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS RELATING TO MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.** (e) **CORRECTIONS BY BOBCAT OF NON-CONFORMITIES WHETHER PATENT OR LATENT, IN THE MANNER AND FOR THE TIME PERIOD PROVIDED ABOVE, SHALL CONSTITUTE FULFILMENT OF ALL LIABILITIES OF BOBCAT FOR SUCH NONCONFORMITIES, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF SUCH EQUIPMENT.**

12. LIMITATION OF LIABILITY (a) **PROVIDED THAT NOTHING IN THE CONTRACT WILL EXCLUDE OR LIMIT BOBCAT'S (OR ITS AFFILIATED COMPANIES) LIABILITY FOR FRAUD, DAMAGES FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OR FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, BOBCAT (OR ITS**

AFFILIATED COMPANIES) WILL NOT BE LIABLE TO THE PURCHASER UNDER OR IN CONNECTION WITH THE CONTRACT OR ANY COLLATERAL CONTRACT FOR ANY DAMAGE OTHER THAN A DAMAGE CAUSED INTENTIONALLY OR BY GROSS NEGLIGENCE. BOBCAT WILL ALSO NOT BE LIABLE FOR LOSS OF PROFIT, LOSS OF INCOME OR CONTRACT, LOSS OF GOODWILL, OR FOR INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHETHER BASED ON OR ARISING IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE. (b) WITHOUT PREJUDICE TO ARTICLE 12 (a), AND NOTWITHSTANDING THE UNENFORCEABILITY OR INVALIDITY OF ANY OTHER PROVISION OF THE CONTRACT, BOBCAT'S (OR AFFILIATED COMPANIES) MAXIMUM LIABILITY FOR, UNDER OR IN CONNECTION WITH THE CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL NOT EXCEED, IN RESPECT OF EACH EVENT OR SERIES OF CONNECTED EVENTS, THE PURCHASE PRICE OF THE EQUIPMENT UPON WHICH SUCH LIABILITY IS BASED. (c) Neither the Purchaser nor any affiliated company or assignee shall have the right to compensation unless expressly otherwise provided. (d) The provisions of this Article 12 shall survive the termination of the Contract.

13. COMPLIANCE Purchaser shall comply with all applicable laws and regulations including but not limited to anti-corruption, anti-money laundering, anti-terrorism, export control, economic sanction and anti-boycott laws, regulations and administrative requirements applicable to Purchaser or its services. Purchaser will not, nor shall it permit any of its sub-purchaser to, sell, resell, export, re-export, distribute, transfer, or dispose of the Equipment either directly or indirectly to persons or territories prohibited by the export control or sanctions laws of the United States of America, European Union or other applicable jurisdictions.

14. VIOLATIONS OF LAW Bobcat shall not be bound by or required to adhere to any term or provision of a purchase order, quotation, bid, letter of credit or like document or any provision of law regulation or custom, which would cause Bobcat, its parent or any of its affiliates to be in violation of or fail to comply with the export control laws, sanctions laws, taxing statutes or regulations of the country wherein the Equipment is manufactured or from which it is exported or of which it is otherwise subject to jurisdiction.

15. NUCLEAR LIABILITY In the event that the Equipment sold hereunder is to be used in a nuclear facility, the Purchaser and/or owner of the facility hereby releases and agrees to indemnify Bobcat and its suppliers for any nuclear damage, occurring on site or off-site, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due in whole or in part to the negligence or otherwise of Bobcat or its suppliers.

16. ELECTRONIC ORDER ENTRY In the event that the Contract is made through Bobcat's electronic order entry system (the "System"), the following conditions shall apply: (a) Use of the System may require Bobcat to set up user password(s) and/or other security protection measures. The Purchaser agrees to keep secret its user password and such protection measures (if any) and not to disclose the same to anyone not authorized to access the System. The Purchaser shall be liable to Bobcat for any unauthorized access to or use of the System. (b) All information disclosed to the Purchaser through access to and use of the System is Confidential Information and shall not be disclosed to any third party not authorized by Bobcat to receive it.

17. DATA PRIVACY To the extent that information provided to Bobcat by the Purchaser contains personal data, such personal data will be processed in accordance with Bobcat Privacy Policy which is compliant with the General Data Protection Regulation (GDPR, EU Regulation 2016/679). Bobcat's Privacy Policy is available on the website <https://www.bobcat.com/eu/en/company-info/privacy-policy>

18. GOVERNING LAW AND JURISDICTION (a) This Contract shall be governed by the laws of Czech Republic with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980). (b) Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Prague, Czech Republic. The language to be used in the arbitral proceedings shall be English.

19. LANGUAGE. These Terms & Conditions are in English but Bobcat, at its own discretion, may make available translations in other languages. In case of discrepancies between the translation and the English version, the English version shall always prevail.

20. NOTICES. All formal notices or communications in connection with this Contract shall be in English.

SCHEDULE F

BOBCAT SELF BILLING AGREEMENT**Required: Initials on the first page and Signature, Name and Title on the second page**

This Self Billing Agreement (the "Agreement") is entered into in accordance with Article 224 of the EU Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (the "EU Directive"):

<p>BETWEEN:</p> <p>Doosan Bobcat EMEA s.r.o. <u>Address:</u> Dobříš, U Kodetky 1810, Postal Code 26312, Czech Republic Registered in the commercial register maintained by the Municipal Court under File No. C 85459. <u>VAT Number:</u> CZ26489201 Hereinafter referred to as "the Customer"</p>	<p>AND:</p> <p>TCI-PRIM MC SRL <u>Address:</u> Hîncești 140/3 2070 Chișinău, <u>Country:</u> Republica Moldova <u>VAT Number:</u> 101600029189 Hereinafter referred to as "the Supplier" or "the Distributor"</p>
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Collectively referred to as "the Parties".

WHEREAS, the Parties are in a distribution relationship for the supply and distribution of construction equipment, this relationship being generally governed by a distribution agreement (the "Distributor Agreement");
WHEREAS, the Supplier sometimes has to invoice the Customer for services rendered in the framework of this distribution relationship as defined in Article 1.2 (hereinafter referred to as "the Services");
WHEREAS, the Customer will soon launch and grant access to the Supplier to a new warranty portal which will facilitate/automate the processing of warranty claims and of some other Supplier's claims (the "Customer Warranty Portal");
NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties enter into this Agreement to embody and to confirm their prior understanding and agreement on the self-billing and the applicable procedure as described hereunder and hereby agree:

ARTICLE 1 – OBJECT OF THE AGREEMENT

1.1 In the framework of the Services rendered by the Supplier to the Customer, the Supplier agrees to accept the self-billing documents (the "SBD") issued by the Customer on behalf of the Supplier, under the conditions (especially the approval procedure referred to in Article 2) set out in this Agreement, as documents that replace the sales invoices (and related credit notes) the Supplier should normally issue.

1.2 In this Agreement, Services means:

· Warranty repairs/replacement services (and other similar services) performed by the Supplier, submitted by the Supplier using the Customer Warranty Portal and approved by the Customer in accordance with the Warranty Policy (or any other applicable policy) of the Customer.
The scope of the Services can be extended subject to the signature by both Parties of an addendum mentioning the new services and the approval procedure for the SBD related to these new services.

1.3 The Supplier will report the Services in its ledger for outgoing transactions on basis of the received SBD. The Supplier shall renounce (i) the issuance of invoices related to the Services and (ii) the reporting of the supply of Services in his ledger for outgoing transactions based on any document other than the SBD.

1.4 The Customer agrees to issue, on behalf of the Supplier, a SBD for each transaction (or group of transactions) related to the Services, mentioning all information as required by the applicable law.

1.5 The Parties agree to ensure that they, both individually and collectively, are able to prove, at all times; the existence, the date and the content of this Agreement, especially in case of VAT audit. Both parties will hold the other harmless of any prejudice suffered as a result of the lack of such proof.

1.6 Each Party agree to notify to other Party in case of:

- Changes its VAT registration number;
- Cease to be VAT registered; or
- Sells its business, or a part thereof.

ARTICLE 2 – APPROVAL PROCEDURE AND TIMING

2.1 Each SBD issued by the Customer must be approved by the Supplier in accordance with the **implicit acceptance procedure** laid down in this Article 2. Any other kind of consent – express or tacit – from the Supplier shall be regarded as null and void.

2.2 At least once per month, the Customer will issue a SBD for all the Services approved since the last SBD. The SBD will be made available for review by the Supplier in an electronic format only, using the Customer Warranty Portal. It is the sole responsibility of the Supplier to regularly visit the Customer Warranty Portal, a weekly visit being mandatory.

2.3 Each SBD must contain, at a minimum, the following information:

- the text "Self Billing Document – issued by Customer" expressly stated at the top of the SBD;
- the date on which the SBD is issued by the Customer;
- the sequential number;
- the complete co-ordinates of both the Supplier and the Customer (i.e. name, address and VAT number);
- all information necessary to determine the nature of the Services and the applicable VAT rate;
- the taxable basis, the unit price (VAT excluded) and any possible discounts;
- in case of reverse charge or exemption from VAT, a reference to the relevant article of the Czech VAT-code or the relevant article of the EU Directive;
- date of taxable supply / date of received payment prior to the taxable date;
- amount of VAT in CZK (separately for each VAT rate, if applicable);
- all other data required by Czech VAT legislation or administrative provision.

2.4 No later than fifteen days as from the date of the SBD, the Supplier shall:

- unconditionally and expressly approve the SBD by ticking the relevant approval box in the Customer Warranty Portal; or,
 - expressly provide the Customer with its objections regarding the SBD by filling-in the relevant objection box in the Customer Warranty Portal.
- Such objection can never be related to the amount of the reimbursement as approved by the Customer in accordance with the applicable policy.

In case this fifteen day period has elapsed without action from the Supplier, it is agreed between the Parties that the SBD will be considered as unconditionally approved by the Supplier.

2.5 In case the Supplier formulated objections to the SBD within the fifteen day period referred to in Article 2.4, and the Parties agree on the correction which needs to be performed, the Customer will draft and provide a corrective SBD to the Supplier. This corrective SBD will be subject to the same approval procedure referred to in Article 2.4.

2.6 Both Parties will, in compliance with the storage rules laid down in the EU Directive regarding electronic invoices, store and maintain a copy of the approved SBD for a minimum period of seven years as from the 1st of January of the year following their date of issuance.

2.7 Both Parties will hold the other party harmless of any prejudice suffered as a result of the lack of compliance with the procedure and timing referred to in this Article 2.

ARTICLE 3 – TERM AND TERMINATION

3.1 This Agreement shall become effective as from its signature by both Parties and will continue for an indefinite period.

3.2 The Services will only be subject to the self-billing process referred to in this Agreement as from the day the Supplier will start submitting its reimbursement claims to the Customer Warranty Portal. This Agreement has no retroactive effect.

3.3 This Agreement can be terminated at any time by mutual written consent of the Parties.

3.4 Either of the Parties can terminate this Agreement by providing the other party with a 3 months termination notice. This termination notice should be sent to the other party by registered mail.

3.5 This Agreement shall be terminated automatically upon termination of the Distributor Agreement.

ARTICLE 4 – MISCELLANEOUS

4.1 SEVERABILITY. If any provision of this Agreement is deemed or becomes invalid, illegal or unenforceable in any jurisdiction, such provision shall be construed or deemed amended to conform to applicable laws so as to be valid and enforceable; or, if it cannot be so construed or deemed amended without materially altering the intention of the Parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

4.2 CHOICE OF ADDRESS. For the purpose of this Agreement, both Parties agree to have their address at the address mentioned in the introduction above. All formal notifications required by this Agreement must be sent to this address. In case either or both of the Parties changes address or seat, it will inform the other party without delay by registered mail. If the other party is not correctly informed, notifications can still be done to the original address.

4.3 ELECTRONIC MEANS. For the purpose of this Agreement, the Supplier agrees that the Customer shall send any SBD solely by use of electronic means compliant with the EU Directive, including through the Customer Warranty Portal. Supplier also agrees to receive notifications and reminders related to the SBD by email at Suppliers' email address set forth in Supplier's Distributor Agreement or at any other email address notified in writing by the Supplier to the Customer.

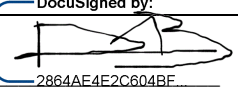
4.4 CHOICE OF LAW AND JURISDICTIONS. This Agreement shall be deemed to have been entered into and shall be constructed and enforced in accordance with the laws of Czech Republic as applied to contracts made and to be performed within the Czech Republic. The court of Prague (Czech Republic) will have exclusive jurisdiction for any issue related to this Agreement.

4.5 The Supplier represents that it has reviewed the content of this Agreement in the light of its local rules (including accounting and tax rules) and that this Agreement will not trigger any adverse consequences in that respect.

* * *

December 14, 2022

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on _____ by their duly authorized representatives.

DocuSigned by:

 2864AE4E2C604BF...
 Doosan Bobcat EMEA s.r.o.
 Name: Damien Joosdeterbeerst
 Title: Vice President Legal & Compliance

DocuSigned by:

 E77952E081AD48B...
 TCI-PRIM MC SRL
 Name: Oleg Mihaniuc
 Title: Owner

SCHEDULE G
SUB-DISTRIBUTOR AGREEMENT

This **AGREEMENT** is entered into on the effective date specified in Schedule A between Doosan Bobcat EMEA s.r.o, having its registered office at U Kodetky 1810, 263 12 Dobříš, Czech Republic and registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 85459, Id.-Nr. 26489201 ("Bobcat") and the party listed in Schedule "A", part 2 (the "Distributor") and the party listed in Schedule "A", part 3 (the "Sub-Distributor")

WHEREAS Bobcat and the Distributor have entered into a distributor agreement (the "Distributor Agreement").

WHEREAS the Distributor is willing to appoint a sub-distributor in its contractual territory and Bobcat agrees with this appointment, subject to the terms and conditions of this Agreement.

It is now agreed as follows:

1. **(Consent)**. Bobcat hereby approves the appointment of the Sub-Distributor as an official sub-distributor of the Distributor and Bobcat agrees to refer to the Sub-Distributor on its website (*dealer locator*). Bobcat is entitled to withdraw hereby granted consent with appointment at any time at its own discretion. Upon such withdrawal, this Agreement shall be terminated with immediate effect. The Sub-Distributor shall only place orders or claims to the Distributor and, subject to Article 3, shall not have direct access to Doosan Portal.
2. **(Sub-Distributor Policy)**. The current version of *Bobcat Sub-Distributor Policy* is available on the Portal and both the Distributor and the Sub-Distributor acknowledge having read, understood and accepted this policy. Bobcat is entitled to amend this *Doosan Sub-Distributor Policy* from time-to-time, subject to informing the parties.
3. **(Doosan Portal)**. Subject to the terms and conditions of this Article 3, the Sub-Distributor shall have access to the following part of the *Doosan Portal* ("the Portal"):

• Online Parts Catalogue (OPC)	YES	NO
• Doosan Bobcat Learning Center (DBLC)	YES	NO
• Bobcat Online Publications (BOP)	YES	NO
• MY MACHINE	YES	NO
• Bobcat.eu	YES	NO
- 3.1. Any charges payable for access to the Portal by the Sub-Distributor shall be invoiced to the Distributor.
- 3.2. Bobcat retain all copyrights in all text, images, documents, files and software disclosed on the Portal. The Sub-Distributor is permitted to electronically copy material contained within the Portal and to make printouts thereof solely for purpose of this Agreement, provided that the copyright notice and permission notice appeared thereon and provided that the material are not modified. Excepted as expressly provided herein, nothing contained herein shall be construed as granting any license or right to the Sub-Distributor under any copyright, patent, trademark or any other intellectual property of Bobcat.
- 3.3. The Portal contains confidential and proprietary information which is the property of Bobcat. The Sub-Distributor, by accessing and using the Portal, agree that it will keep the information contained herein confidential and not disclose it to any other person or entity, and not use the information for any purpose except in connection with this Agreement.
- 3.4. The Sub-Distributor agrees to maintain a secure system for storing and handling the information contained herein. At any time, upon request of Bobcat, the Sub-Distributor will return to Bobcat or provide evidence of the destruction of all information contained herein.
- 3.5. Bobcat does not guarantee the accuracy or completeness of the information contained in the Portal and makes no representation or warranties, express or implied, regarding such information. Bobcat will not have any liability to user or any other person or entity from such information or any use thereof.
4. **(Confidentiality)**. The Sub-Distributor shall not reveal either during the term of this Agreement or after its termination or expiration Bobcat's trade or commercial secrets or other confidential information (e.g. technical data regarding the products, prices, recommended discount policies, general conditions of sale, warranty conditions, etc.) that has come to his knowledge through his activities as Sub-Distributor of Bobcat, and agrees not to use such secrets or confidential information for purposes other than those of this Agreement.
5. **(Personal Data)**. With respect to the collecting of any personal data by Bobcat related to this Agreement, Bobcat is the controller and the processor within the meaning of EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"). This processing concerns the following types of personal data: name, surname, email address, phone number. This processing will be performed only for the purpose of performing this Agreement or Bobcat's legal or judicial obligations, and for the term of this Agreement or for as long as is needed to perform the processing or Bobcat's legal or judicial obligations. If it is for the purpose of performing Bobcat's legal or judicial obligations, Bobcat will inform Sub-Distributor immediately in writing in advance thereof, unless Bobcat is legally or judicially not allowed to do so.

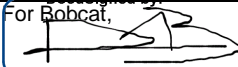
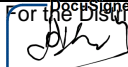

6. **(Duration)**. This Agreement is effective as from the Effective Date specified in Schedule A and shall expire at the Expiry Date specified in Schedule A. The Agreement shall automatically terminate without notice in case of (i) termination of the Distribution Agreement, (ii) withdrawal of the consent referred to in Article 1 or (iii) material breach of this Agreement. In case of termination of this Agreement, the Distributor is solely responsible to notify this termination to the Sub-Distributor and the Distributor shall defend and indemnify Bobcat from Sub-Distributor's claims of any kind arising from this termination.

7. **(Assignment)**. This Agreement may not be assigned or transferred by the Distributor or the Sub-Distributor without the prior written consent of Bobcat. Bobcat may assign or transfer this Agreement to an affiliate without the necessity of consent.

8. **(Applicable law and Arbitration)**. This Agreement shall be governed by the laws of the Czech Republic. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Prague, Czech Republic. The language to be used in the arbitral proceedings shall be English.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on December 14, 2022

<p>DocuSigned by: For Bobcat,  2864AE4E2C604BE Name: Damien Joos</p>	<p>DocuSigned by: For the Distributor,  E77912E081AD41B Name: Oleg Mianic</p>	<p>DocuSigned by: For the Sub-Distributor,  8E667B5BA50F4CB Name: Sergiu Baltaga</p>
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SCHEDULE A TO THE SUB-DISTRIBUTOR AGREEMENT

PART 1 – EFFECTIVE DATE OF THIS AGREEMENT: January 1st, 2023

EXPIRY DATE OF THIS AGREEMENT: December 31st, 2027

PART 2 – DISTRIBUTOR NAME: TCI-PRIM MC SRL

PART 3 – SUB-DISTRIBUTOR NAME: Societatea cu Răspundere Limitată DANJAR & CO

SUB-DISTRIBUTOR ADDRESS: Calea Unirii 26

or. Durlești

Mun. Chișinău

Republica Moldova

SUB-DISTRIBUTOR REGISTRATION NUMBER: 1012600001845

Territory: Republic of Moldova

