

MINIMUM PERIOD RENTAL CONTRACT (XEROX TECHNOLOGY RENTAL)

I. CONTRACTUAL PARTNERS

Brought into existence between **S.C. APROSERVICE-X S.R.L.**, XEROX Authorized Dealer - (to be referred to as "Apro"), 202, Stefan cel Mare bd., Chisinau City, IDNO 1002600054286, Bank account IBAN MDL: MD83MO2224ASV42001057100 opened with BC 'Mobiasbanca - Groupe Societe Generale' SA, Chisinau, fil. No 1, bank cod MOBBMD22 and the customer described below - referred to as the "CUSTOMER"

CUSTOMER DATA

NAME: "PHILIP MORRIS SALES & MARKETING" SRL

21/3, N. Dimo str., Chisinau, MD-2068
Republic of Moldova
Fiscal Code: 1016600001027
Tel. (373 22) 82 40 12
Fax (373 22) 83 56 41

Bank details:

Acc. No (MDL): MD11MO2224ASV96962697100
Acc. No (USD): MD96MO2224ASV96962937100
Acc. No (EUR): MD37MO2224ASV96963147100

B.C. "Mobiasbanca - Groupe Societe Generale"
S.A, Chisinau
MFO MOBBMD22
VAT 0609130

represented by Administrator Krustev Emil Latchezarov acting on the basis of the Charter

CONTACT PERSON: Djaparidze Alexei

II. OBJECT OF CONTRACT

THE EQUIPMENT, which will be placed under rental according to the conditions herein.

Qty	TYPE including options	Serial no.	Placement of the Equipment (Location)
1	Xerox WorkCentre 3655 (copier/printer/scanner, Wifi)	3353308199	Str. Dimo 21/3
2	Xerox WorkCentre 3655 (copier/printer/scanner, Wifi)	3353308202	Str. Dimo 21/3
3	Xerox WorkCentre 7830 (copier/printer/scanner)	3912692018	Str. Dimo 21/3

III. RENTAL PERIOD

The Rental Period is 36 months, calculated from the date of equipment's delivery. The delivery of the equipment will occur in any case after this contract is signed..

This Contract may not be cancelled before the expiration of the Rental Period, except cases presented in section V, par. E.

IV. VALUE OF CONTRACT, PAYMENT TERMS AND CONDITIONS

MACHINE TYPE	MINIMUM MONTHLY RENTAL FEE DUE (USD)	No of copies/prints included in rental fee (A4)	No of sheets included in rental fee (A4)	EXTRA COPIES / PRINT CHARGE (EUR)	MONTHLY DUTY CYCLE
Xerox WorkCentre 3655 (copier/printer/scanner)	Not included	Not included	Not included		
Xerox WorkCentre 3655 (copier/printer/scanner)	Not included	Not included	Not included		
Xerox WorkCentre 7830 (copier/printer/scanner)	Not included	Not included	Not included		
TOTAL		-			

V. TERMS AND CONDITIONS

A. GENERAL CONDITIONS

1. This Contract comes into force on the date signed by an authorized representative of Apro and of the Customer.
2. If the Equipment includes a number of different items, this Contract operates as a separate Contract for each item.
3. The Equipment is delivered to the Customer, the Customer is responsible for its fortuitous destruction (includes total or partial destruction, steal, etc.).
4. The made impressions (prints/copies) are charged at rates shown in section IV of this Contract.
5. The Charges from this Contract will be invoiced as per Contract terms, on a monthly basis, and will be converted from EUR into MDL at the National Bank of Moldova exchange rate of the invoice date.
6. One double-sided copy/print shall be counted as 2 (two) single-sided prints/copies. One A3-format copy/print shall be counted as 2 (two) A4-format copy/print.

B. CUSTOMER'S OBLIGATIONS

1. The Customer must inform Apro immediately of any loss or damage to the Equipment and must take all necessary actions to reduce or resume the causes of the losses or damages.
2. Monthly impressions must limit to the Monthly Duty Cycle agreed and mentioned in section IV of this Contract. If, over a period of 3 (three) consecutive months, the monthly impressions are exceeded, then the Customer is obliged to add a new machine to the Contract or to upgrade to a higher volume equipment, in both cases, the duration of the new rental contract shall be at least equal to the Minimum Rental Period of this Contract and charges will be consequently renegotiated.

4. This Contract is governed by the Moldavian Law. The parties will make every effort to settle disputes amiably. Any disputes unsolved, coming from or related to this Contract (including references to its conclusion, validity, interpretation, execution or termination) shall be solved by an arbitration tribunal organized by the Moldavian Chamber of Commerce and Industry, according to the national Arbitration Procedure Rules of this Chamber. The arbitration tribunal will be formed of one arbiter - Mr. Buruiana Mihail. The language of the arbitration is English. Documents can be submitted in either English, Romanian or Russian. The arbitration decision is final and mandatory.
5. None of the contractual parties shall be held responsible if the non-execution or the improper execution of the contractual obligations is determined by circumstances of force majeure, for the period until the cessation of these circumstances. The force majeure circumstances shall be declared by one party to the other party, in maximum 5 days from its occurrence. The force majeure circumstances shall be confirmed by the Moldavian Chamber of Commerce and Industry. Each party claiming the force majeure circumstances will address the Moldavian Chamber of Commerce and Industry for a confirmation of such an event within 10 days from its occurrence.

ON BEHALF OF THE CUSTOMER

SIGNATURE _____

NAME (READABLE) : Krustev Emil Latchezarov

POSITION: Administrator

DATE: 01.07.2016



ON BEHALF OF APROSERVICE-X

SIGNATURE _____

NAME(READABLE) : Tudor Acristimu

POSITION : General Director

DATE: _____

