

Contract cadru de antrepriza	REFERINTA:	VERSIUNE:	PAGINA
	DIVS/10445/FD	-1-	1

CONTRACT CADRU DE ANTREPRIZA
DIVS/10445/FD

Incheiat la Chisinau, azi, 28 septembrie 2015 intre:

I.M. «Orange Moldova» S.A.

cu sediul in Chisinau str. Alba Iulia, nr. 75, persoana juridica supusa dreptului Republicii Moldova, inregistrata la Camera Inregistrarii de Stat, cod fiscal 1003600106115, nr. de inregistrare TVA 7800044, reprezentata de Directorul General Ludmila CLIMOC actionand in baza Hotaririi Consiliului Directorilor Societatii, denumita in prezentul contract Beneficiar si

«PROFIPLAST» S.R.L.

cu sediul in Chisinau, str. Florilor, nr. 8/3, ap. 81, persoana juridica supusa dreptului Republicii Moldova, inregistrata la Camera Inregistrarii de Stat, IDNO / cod fiscal 1004600024221, nr. de inregistrare TVA 0604889, reprezentata de Serghei SINETCHII, Director actionand in baza imputernicirilor legal delegate, denumita in prezentul contract Antreprenor

sau denumite dupa caz Parti/parte.

Prezentul contract de prestare servicii este supus dispozitiilor legislatiei Republicii Moldova si are ca obiect prestarea de catre Antreprenor a serviciilor definite in art.1 contra unei plati din partea Beneficiarului in conditiile aratate mai jos:

1. OBIECTUL CONTRACTULUI

- 1.1. In cadrul prezentului contract ANTREPRENORUL, conform comenzilor Beneficiarului cu referire la Caietul de Sarcini si Proiectul Tehnic, va indeplini lucrarile de constructie (constructie, reparatie, renovare sau reconstructie) si amenajare la unele imobile ale BENEFICIARULUI (in continuare – Obiecte), iar BENEFICIARUL va receptiona lucrarile conform conditiilor contractului si va achita pretul convenit.
- 1.2. In conformitate cu prezentul contract lucrarile de constructie si amenajare includ:
 - Pregatirea Obiectelor pentru constructie, reparatie, renovare sau reconstructie.
 - Lucrarile de constructie si echipare a Obiectelor, inclusiv toate si orice lucrari si servicii necesare cit si costurile materialelor.
 - Predarea catre BENEFICIAR a materialelor instalate la Obiecte, ce se va efectua in baza Actului de Acceptare Conditionala, semnat de ambele parti, anexind Lista de Inventariere, certificat de calitate pentru materialele utilizate si certificat de garantie pentru lucrarile realizate.
 - Predarea catre BENEFICIAR a Cartii Tehnice a Constructiei la Acceptarea Finala a fiecarui Obiect executat.
 - Efectuarea tuturor demersurilor necesare in vederea obtinerii din numele BENEFICIARULUI a certificatelor si autorizatiilor pentru darea in exploatare a OBIECTULUI (Avizul Serviciului Protectiei Civile si Situatii Exceptionale, Avizul Centrului de Medicina Preventiva si altele ce sunt prevazute de Legislatia RM in vigoare, inclusiv cele indicate in Certificatul de Urbanism si Autorizatia de Constructie) si obtinerea din numele BENEFICIARULUI a receptiei finale a obiectului, inclusiv a instalatiilor electrice conform Legislatiei RM in vigoare necesare furnizarii energiei electrice la Obiectul respectiv, precum si indeplinirea altor formalitati conform legislatiei.

2. CONDITII TEHNICE

- 2.1 BENEFICIARUL va preda ANTREPRENORULUI Caietul de Sarcini si Proiectul Tehnic pentru fiecare Obiect in parte, respectarea prevederilor caruia este obligatorie. Orice deviere de la

Contract cadru de antrepriza	REFERINTA:	VERSIUNE:	PAGINA
	DIVS/10445/FD	-1-	8

- 15.2. Incidenta oricarui caz de forta majora inlatura raspunderea partii contractante, care o invoca, in conditiile legislatiei civile.
- 15.3. Prin "caz de forta majora" se intelege orice eveniment imprezibil consecintele caruia sunt de neinlaturat sau sunt excesiv de oneroase pentru partile contractante sau una din ele.

16. LITIGII

- 16.1. Litigiile referitoare la interpretarea si executarea prezentului contract vor fi solutionate de parti pe calea amiabila. Daca acest lucru nu este posibil, solutionarea lor va fi de competenta instantelor economice ale Republicii Moldova.


17. DISPOZITIILE FINALE


- 17.1. Prezentul contract a fost semnat in doua exemplare originale, cate unul pentru fiecare parte.
- 17.2. Orice modificare sau completare a prezentului contract este valabila numai daca rezulta din acordul scris al partilor.
- 17.3. Anexele la prezentul contract (Proiectele Tehnice, Caietele de Sarcini, comenzile si certificatele si alte documente de executare a prezentului contract) constituie parti integrante ale acestuia.
- 17.4. Din data semnarii prezentului contract cadru de antrepriza, precedentul contract de antrepriza nr. DIVS/4582/FD isi pierde valabilitatea.

Pentru BENEFICIAR

IM Orange Moldova S.A.

Chisinau, Alba Iulia 75
C/d 225110801767
BCA "Moldova Agroindbank"
Filiala «Chisinau-Centru»
C/F 1003600106115;
nr. de inregistrare TVA 7800044


Liudmila CLIMOC, Director General
2015



Pentru ANTREPRENOR

«Profiplast» S.R.L.

Chisinau, str. Florilor, nr. 8/3, ap.81
C/d 22240001456
BCA Universalbank
c/b UNVBMD2X
c/f 1004600024221,
nr. de inr. TVA 0604889


SINECHI Serghei, Director
"29" septembrie 2015



PURCHASE ORDER



Purchase order no / Numar comanda	155616	CSC no:	
Purchase order date / Data comanda	13-MAY-2021	LC no:	DIVS/10445/FD

Supplier / Furnizor

Supplier / Furnizor	Profiplast SRL
Address/ Adresa	str.Florilor 8/3 Chisinau
Country/ Tara	Moldova, Republic of
Contact	Sinetchi Serghei
Tel/Fax	+373 22-21 16 07

Purchaser / Cumparator

Purchaser / Cumparator	IM Orange Moldova SA
Requestor/ Beneficiar	RAILEANU, Mr. Pavel
Tel	069198342
E-mail	pavel.raileanu@orange.com

Invoice address / Adresa facturare

IM Orange Moldova SA str. Alba Iulia 75 Chisinau, 02071 Moldova, Republic of

Purchasing Division / Departament achizitii:

BEJAN, Mr. Marian Tel: 069198679

Delivery address/ Adresa livrare

str. Alba Iulia 75, Chisinau, MD-2071, Moldova, Republic of
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Att: **RAILEANU, Mr. Pavel**
 Tel: **069198342**

*NOTES:

All prices and amounts on this order are expressed in MDL. Purchase order number must be specified on the invoice, otherwise it can't be accepted & paid.
 Toate preturile aferente acestei comenzi sunt exprimate in MDL. Numarul comenzii trebuie sa apara obligatoriu pe factura, altfel aceasta poate fi returnata si refuzata la plata.

Line no	Description of the goods or services/ Descrierea bunurilor sau serviciilor	UOM / UM	Quantity/ Cantitate	Unit Price, MDL (VAT excl)	Amount, MDL (VAT excl)	Delivery date/ Data livrare
1	civil works Smart Store Drochia				1,455,171.70	11-JUN-2021
TOTAL					1,455,171.70	

Comments / Comentarii:

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Payment Conditions/ Conditii de plata

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Invoice Conditions/ Conditii de facturare

--

Payment terms/ Termeni de plata

60 days from delivery date

Delivery conditions/ Conditii de livrare

Incoterm	
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JIPA, Ms. Oana
 Head of Purchasing and Supply Chain

ROTARU, Ms. Maria
 Head of Controlling & CFO Deputy

1. DOCUMENTELE NECESARE SI COMANDA

1.1. Comenziile transmise de catre I.M. Orange Moldova S.A. ("Orange") sunt reglementate de prezenti Termeni si conditii generale aplicabile comenzilor emise de Orange ("T&C"), precum si de conditiile cuprinse in comanda (daca nu exista un contract in vigoare semnat intre Orange si Furnizor/Partener inainte de data lansarii comenzii). In caz de contradictie, conditiile specifice cuprinse in comanda emisa prevaleaza asupra prezentei T&C, completandu-se in sa acestia acolo unde comanda nu prevede nimic.

1.2. Daca comanda este emisa in baza unui contract in vigoare semnat de ambele parti, atunci prevederile contractului vor prevala asupra comenzii, ambele completandu-se cu prezenti T&C acolo unde acestea nu prevad, cu exceptia situatiei in care comanda face referire expresa la o oferta specifica pentru prestarea unui anumit serviciu, in anumite conditii particulare, caz in care comanda astfel emisa va prevala fata de contract si T&C.

1.3. Data lansarii comenzii este considerata data trimiterii acesteia de Orange (prin e-mail sau fax) catre Furnizor/Partener. O comanda va fi considerata ca fiind acceptata de catre Furnizor/Partener printr-o notificare scrisa (inclusiv prin e-mail, fax) expediată catre Orange in decurs de maxim 3 zile din momentul lansarii ei sau, dupa caz, intr-un alt termen indicat in comanda sau in contract, daca este specificat astfel. Primirea de catre Orange a notificarii de acceptare a comenzii (prin e-mail sau fax) va avea ca efect incheierea unui contract prin mijloace de comunicare la distanta (daca anterior lansarii comenzii nu exista un contract in vigoare cu privire la obiectul comenzii).

2. PRETUL

Preturile stabilite in aceasta comanda de achizitie sunt fixe, iar Furnizorul / Partenerul le va mentine neschimbate odata ce comanda a fost acceptata de acesta, cu exceptia cazului in care Furnizorul / Partenerul ofera o reducere de cost pentru Orange Moldova pe parcursul livrării. Orange Moldova nu va fi raspunzatoare pentru niciun fel de costuri suplimentare, cu exceptia cazului in care este convenit in mod specific in scris de catre Orange Moldova. In caz contrar, i) Orange Moldova are dreptul unilateral de a anula comanda respectiva fara vreo compensare si/sau sa stopeze orice colaborari viitoare; iar ii) Furnizorul / Partenerul va fi obligat sa-i achite Orange Moldova, la cererea acesteia, o penalitate in marime de 10% din valoarea comenzii.

3. MODALITATI DE PLATA

3.1. Facturarea: Orice plata se face Furnizorului/Partenerului doar sub rezerva transmiterii/receptionarii bunurilor sau serviciilor impreuna cu factura si, dupa caz, actul de primire-predare. Conditii de facturare sunt cele mentionate in comanda. Facturarea de catre Furnizor/Partener inainte de termenul stabilit in prezentul articol nu atrage obligatia de plata din partea Orange. Factura va fi emisa in moneda in care au fost exprimate preturile in comanda/contract sau in cazul companiilor moldovenești, pentru care comanda a fost emisa in alta moneda, in lei, la cursul de schimb valutar al BNM din data emiterii facturii.

In absenta unui cadru care sa stabileasca moneda de plata, moneda va fi una dintre urmatoarele: EUR, USD, MDL sau alta moneda functionala a furnizorului, cu conditia ca aceasta sa fie deplin convertibila. Pentru furnizorii straini plata va fi realizata in moneda in care a fost stabilit pretul, iar pentru furnizorii moldovenești plata se va efectua in MDL, la cursul de schimb valutar oficial al BNM valabil la data emiterii facturii.

Pentru a fi acceptate de catre Orange, facturile trebuie sa fie completate cu toate datele de identificare, ale ambelor parti (denumirea, adresa si codul fiscal, codul TVA, data eliberării, data livrării, daca ea nu corespunde cu data eliberării, cont bancar) in conformitate cu prevederile Codului Fiscal, precum si cu serviciile prestate si numarul comenzii. In cazul in care furnizorul si-a schimbat detaliile bancare, acesta trebuie sa notifice Buyerul de contact in timp rezonabil si inainte de eliberarea facturii cu noile date de identificare. Daca se emite o factura cu noile date de identificare care nu au fost transmise in prealabil catre Orange pentru informare, Orange Moldova isi rezerva dreptul de a o refuza si a o trimite inapoi furnizorului pana cand datele de identificare noi sunt confirmate si verificate de catre Orange.

3.2. Comisiunile bancare aferente platilor efectuate in baza prezentei comenzi cad in sarcina partii care efectueaza plata, cu exceptia cazului in care partile au convenit altfel. Sumele datorate in baza prezentei comenzi vor fi platite prin transfer bancar.

3.3. Modalitati de plata: Plata va fi efectuata de Orange conform termenului mentionat in comanda.

4. PENALITATI PRIVIND NEEEXECUTAREA COMENZII

In cazul in care Furnizorul/Partenerul intirzie livrarea bunurilor sau executarea serviciilor prevazute in comanda sau nu le executa in conformitate cu comanda, Orange va putea percepe penalitati de intirziere, calculate dupa cum urmeaza: $P = V \times R / 1000$ unde P - este valoarea penalitatilor; V - este valoarea la care se aplica penalitatea; aceasta valoare este egala cu valoarea integrala a comenzii in cazul neexecutarii in totalitate a acesteia sau cu valoarea serviciilor ramasa neexecutata; R - este numarul zilelor calendaristice cu care s-a intirziat.

5. TRANSPORTUL SI LIVRAREA

In situatia in care transportul este in sarcina Furnizorului/Partenerului, acesta va asigura transportul pe cheltuiala si riscul sau pina la locul de livrare stabilit prin comanda. In afara celor prevazute mai sus, in caz de accident, pierdere partiala sau totala a transportului, Furnizorul / Partenerul va fi tinut la repararea integrala sau inlocuirea acestuia cu produse identice, in conformitate cu decizia Orange in termenul fixat de aceasta.

6. RECEPTIA

Daca nu este prevazuta nici un fel de operatiune de verificare specifica in vederea receptionarii bunurilor furnizate si/sau a serviciilor prestate, receptia va fi considerata ca fiind efectuata la data la care rezulta acest fapt din orice inscris provenind de la Orange fie ca acesta este un document contabil intern, fie ca reprezinta un act de primire-predare sau corespondenta comerciala cu Furnizorul/Partenerul. In situatia in care Orange va refuza receptia livrării ca fiind neconforma cu comanda/contractul, Furnizorul/Partenerul va fi obligat la preluarea bunurilor furnizate si/sau a serviciilor prestate pe cheltuiala acestuia. Daca executarea comenzii a presupus si efectuarea unor modificari a instalatiilor Orange, Furnizorul/Partenerul va fi obligat sa le reduca in situatia initiala pe cheltuiala sa. In acest caz Orange nu va fi obligat la plata contravalorii bunurilor/serviciilor asa cum au fost stabilite in cadrul comenzii.

7. TRANSFERUL PROPRIETATII SI AL RISCULUI

Transferul drepturilor de proprietate opereaza la momentul efectuării receptiei. Riscul contractului ramine in sarcina Furnizorului/Partenerului pina la momentul efectuării receptiei. Exceptie fac bunurile si serviciile care sunt realizate in conformitate cu specificatiile emise de Orange, specificatii cu privire la care Orange este titularul tuturor drepturilor de proprietate intelectuala in conditiile articolului PROPRIETATE INTELLECTUALA din T&C prezente si pentru care transferul drepturilor de proprietate se realizeaza la momentul primirii specificatiilor de catre Furnizor/Partener.

8. GARANTIA OBIECTULUI COMENZII

Fara a aduce incalcarei niciunei dispozitii legale aplicabile (ex. garantia minima legala de 2 ani aplicabila bunurilor destinate consumatorilor finali), garantia obiectului comenzii este stabilita la minim 1 an de la data la care este efectuata receptia. Furnizorul/Partenerul se obliga sa remedieze orice defectiuni sau sa inlocuiasca pe cheltuiala sa orice parte a prestatiei sale care se dovedeste a fi nefunctionala sau care functioneaza defectuos, intr-un interval de timp rezonabil, astfel incat sa nu afecteze in nici un fel derularea activitatii in scopul in care a fost comandat. Pe parcursul perioadei de garantie Furnizorul / Partenerul se obliga sa intervina ori de cite ori Orange va reclama lipsa vre-o unei functionalitati a bunurilor furnizate si/sau a serviciilor prestate, intr-un interval de timp rezonabil. Daca la expirarea perioadei de garantie, Furnizorul/Partenerul nu a procedat la repararea/inlocuirea necesara, perioada de garantie va fi prelungita pina la executarea completa a obligatiilor de garantie. Daca pe perioada de garantie a obiectului comenzii, un defect impiedica buna functionare a bunurilor ce a facut obiectul comenzii si/sau a serviciilor prestate, perioada necesara aducerii la

1. APLICABLE DOCUMENTS AND ORDER

1.1. The orders placed by Orange Moldova S.A. ("Orange") are governed by these General Terms and Conditions applicable to the Orders placed by Orange (the "T&C"), and also by the conditions enclosed in the order (if there is no valid agreement signed between Orange and the Supplier/Partner prior to the order's placement). In case of discrepancies, the specific conditions enclosed in an order issued without having an agreement in force will prevail over the T&C and shall be completed by the T&C where the order does not stipulate anything.

1.2. If the order is issued under a valid agreement signed by both parties, then the provisions of such agreement will prevail over the order, and both of them will be completed with the present T&C for the case of lack of provisions, except the situation when the order expressly refers to a referenced offer (specific for the performance of a certain service, in certain particular conditions), in which case such issued order will prevail over the contract and the T&C.

1.3. The order launch date is considered to be the date when the order is sent by Orange (via e-mail or fax) to the Supplier/Partner. An order will be considered accepted by the Supplier/Partner through a written notice sent to Orange (including via e-mail or fax) within 3 days from the launch moment, or within a different term expressly provided in the order or agreement, if applicable. Receipt by Orange of the Supplier/Partner's notice of acceptance will have as effect conclusion of a valid contract between the parties through distance communication means (if prior to the order launch date there is no valid agreement related to the order's object).

2. PRICE

The prices set in this Purchase Order are fixed and the Supplier/Partner must keep them unchanged once the order was accepted by it, except if the Supplier/Partner offers a cost reduction for Orange Moldova during deliveries. Orange Moldova will not be liable for extra charges of any kind, unless specifically agreed to in writing by Orange Moldova. Otherwise, i) Orange Moldova has the unilaterally right to reject the respective Purchase Order without any compensation due and/or stop any future collaborations; and ii) at request of Orange Moldova, the Supplier/Partner has the obligation to pay to Orange Moldova a penalty of 10 % from the order value.

3. PAYMENT TERMS

3.1. Invoicing: Any payment will be made to the Supplier/Partner only if the goods/services were delivered/accepted, together with the invoice and, if applicable, the deed of acceptance. The invoicing conditions are mentioned in the order. The invoicing made by the Supplier/Partner before the term established in this clause doesn't trigger a payment obligation from Orange. The invoice shall be issued in the currency of the prices mentioned within the purchase order/contract or in case of Moldovan companies where the purchase order has been issued in other currency, in MDL at the BNM exchange rate valid at the invoicing date.

In the absence of a framework establishing the payment currency, the currency will be one of the following: EUR, USD, MDL or any other supplier's functional currency, under the condition that this currency to be fully convertible. The payment to foreign suppliers will be done in the currency established for the price, while payment to local suppliers will be done in MDL, at the BNM exchange rate valid at the invoicing date.

In order to be accepted by Orange, the invoices should be filled in with all identification data of both parties (entire companies name, full address, fiscal code, VAT code, issued date, delivery date, in case they do not correspond, bank account) pursuant to the provisions of Fiscal Code, as well as with the performed services and order number. In case supplier has changed his bank details, he has to notify the contact Buyer in due time before and prior to any invoice release with new identification data. In case a invoice with new identification data which was not prior sent to Orange for information is issued, Orange Moldova reserves the right to refuse it and sent it back to supplier till new identification data are confirmed and verified by Orange.

3.2. The bank fees afferent to the payments made based on this Order shall be supported by the Party making the payments, unless otherwise agreed by Parties. The amounts owed based on this Order shall be paid by bank transfer.

3.3. Payment terms: Payment will be made by Orange according to the term mentioned in the order.

4. PENALTIES IN CASE OF ORDER NON-EXECUTION

In case Provider/Partner is late in delivery of goods or performance of the services mentioned in the order or fails to perform them in accordance with the order, IM Orange Moldova SA may calculate and charge delay penalties, as follows: $P = V \times R / 1000$ where P - represents the value of penalties; V - is the value to which the penalty applies; this value is equal to the full value of the order in case of failure to fully execute the order, or the amount of non-executed services/ non-delivered goods; R - is the number of calendar days of delay.

5. TRANSPORT AND DELIVERY

If the transport is to be made by the Supplier/Partner, he will ensure the transport on its own expense and risk or up to the delivery place as mentioned in the order. In addition to the above mentioned, in case of accident, partial or total loss of shipment, Supplier/Partner will be liable for entire repair or replacement with identical products, in accordance with Orange decision, within the term established by Orange.

6. RECEPTION/ACCEPTANCE

Unless no specific checking operation is mentioned in order to accept/receive the provided goods and/or services, acceptance/reception will be deemed as performed by Orange as of date provided by any written document issued by Orange, such document being either an internal accounting document, a deed of acceptance or commercial correspondence with the Supplier/Partner. If Orange rejects the delivery as non-compliant with the order/contract, the Supplier/Partner has to take over the delivered goods and/or services on his own expense. If order performance involved changes in Orange equipment's, the Supplier/Partner has to bring them back to the initial condition, at his expense. In such cases, Orange shall not be liable to pay the price of the goods/services as per the order.

7. TRANSFER OF RISKS AND OWNERSHIP

Transfer of ownership (property rights) operates on the goods' reception date. The contractual risks will remain on the Supplier/Partner until the reception date. An exception from this rule will apply to the goods and services performed according to Orange specifications, specifications stressing that Orange is the owner of all intellectual property rights, as described in the article INTELLECTUAL PROPERTY from the present Terms and Conditions and for which the transfer of the property rights occur at the moment when specifications are received by the Supplier/Partner.

8. WARRANTY

Without limiting any applicable statutory provisions to the contrary (e.g. a minimum 2-year warranty term for goods for the end consumers), the warranty term of the goods and/or services delivered based on the order is set at minimum one year from the reception date. The Supplier/Partner is obliged to repair any malfunction or to replace on his own expense, any part of its deliverable which is not functional or has deficiencies, in a reasonable period of time, in order not to affect in any way the activity for which the good was ordered. During the warranty period, the Supplier /Partner is obliged to settle any issues claimed by Orange regarding any malfunctioning of the goods and/or services delivered under the order in a

starea de functionare va suspenda perioada de garantie.

9. PROPRIETATE INTELECTUALA

Furnizorul/Partenerul va transfera catre Orange, toate drepturile de proprietate intelectuala asupra Rezultatelor comenzii, din momentul in care acestea au fost realizate. Orange si Furnizorul/Partenerul vor ramine proprietarii drepturilor lor de proprietate intelectuala si industrialia detinute anterior emiterii comenzii atasate. Orange nu este responsabil pentru drepturile de proprietate intelectuala contractate de Furnizor/Partener de la terti, in scopul executarii comenzii.

10. INCETAREA COMENZII:

-in mod automat, fara interventia instantei de judecata si fara alte formalitati, in cazul in care Furnizorul/Partenerul isi inceteaza activitatea, devine insolubil sau este initiata o procedura de lichidare impotriva acestuia;
-rezolutiunea de catre Orange, ca urmare a neexecutarii, executarii cu intarziere sau executarii defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire;
- revocare (reziliere) unilaterala din partea Orange, cu acordarea unui preaviz scris de 3 zile, in cazul obligatiilor cu executare succesiva de catre Furnizor/Partener. Incetarea comenzii nu are niciun efect asupra obligatiilor scadente intre parti.

11. DISPOZITII SPECIALE

Furnizorul/Partenerul se angajeaza sa pastreze confidentialitatea tuturor informatiilor verbale, scrise (inclusiv in forma electronica) in posesia carora a intrat in legatura cu aceasta comanda si nu va dezvalui aceste informatii nici unei alte persoane (cu exceptia angajatilor si reprezentantilor sai care au nevoie de ele), fara a avea aprobarea prealabila scrisa a Orange. Angajamentul de confidentialitate va ramine in vigoare 5 ani dupa executarea comenzii.

12. LEGEA APLICABILA SI LITIGII

Prezenta comanda se supune legislatiei R. Moldova. Orice litigiu intre parti va fi solutionat de instanta de judecata competenta din Republicii Moldova.

13. PRACTICI ETICE - RESPONSABILITATEA COMPANIEI SI CODUL DE CONDUITA A FURNIZORULUI

Furnizorul/Partenerul declara ca este de acord cu Clauza de Responsabilitate Sociala Corporativa (CSR), de Conformitate si Codul de Conduita al Furnizorului ale I.M. Orange Moldova S.A. disponibile de www.orange.md.

14. DISPOZITII FINALE

Prin acceptarea comenzii Furnizorul/Partenerul garanteaza ca a analizat si a acceptat integral Termenii si conditiile generale aplicabile comenzilor emise de Orange.

If at the end of the warranty period, the Supplier/Partner did not proceed to the required repair/replacement, the warranty period will be prolonged until the complete execution of the warranty obligation. If during the warranty period of the goods and/or services delivered based on the order, an error prevents the good functioning of the ordered goods and/or of the provided services, the period needed to remedy the deficiencies (restore normal functioning) will suspend the warranty period.

9. INTELLECTUAL PROPERTY

The Supplier/Partner will transfer to Orange, all intellectual property rights over the results of an order from the moment of their accomplishment. Orange and the Supplier/Partner will remain the rightful owners of the intellectual and industrial rights owned prior to the issue date of the order. Orange is not liable for any intellectual property rights contracted/obtained by the Supplier/Partner from third parties, with the purpose of order execution.

10. ORDER TERMINATION:

-immediately, without court intervention and no preliminary formalities, if the Supplier/ Partner terminates his activity, becomes insolvent or a dissolution procedure will be started against him

-termination by Orange, in case the Supplier/Partner does not fulfill or fail to fulfill properly its obligations to deliver/perform the goods and/or the services as they are specified by the present order. In this situation, the order termination will become effective after a prior 3 days? notice sent to the Supplier/Partner, without court intervention, if within the above mentioned notice term the Supplier/Partner did not fulfill its obligation. In this situation, any amount of money paid by Orange to the Supplier/Partner will be returned in 3 days from the moment when Orange requires repayment of the money through a written notice with confirmation of receipt.

- unilateral termination by Orange with a prior 3 days? notice for obligations with successive execution by the Supplier/Partner. The order termination does not have any effect on the outstanding parties' obligations.

11. PARTICULARLY PROVISIONS

The Supplier/Partner undertakes to maintain confidential all verbal, written (including electronic) information received in connection with this order, and will not disclose this information to any other person (except employees and their representatives who have a direct need to know them), without the prior written consent of Orange. The confidentiality obligations will remain in force for a five year term after the execution of the order.

12. THE APPLICABLE LAW

The present order will be governed by the Moldovan law. All the disputes will be judged by the competent Moldovan courts of law.

13. ETHICAL PRACTICES - THE RESPONSIBILITY OF THE COMPANY AND SUPPLIER CODE OF CONDUCT

The supplier/Partner hereby undertakes to fully comply with the Corporate Social Responsibility, Compliance and Supplier Code of Conduct clauses of I.M. Orange Moldova S.A. available at www.orange.md.

14. FINAL PROVISIONS

Through the accepting of the order the Supplier/Partner guarantees that he read and fully accepted the provisions of the "General Terms and conditions applicable to the orders placed by Orange".

PURCHASE ORDER



Purchase order no / Numar comanda	157323	CSC no:	
Purchase order date / Data comanda	09-SEP-2021	LC no:	DIVS/10445/FD

Supplier / Furnizor

Supplier / Furnizor	Profiplast SRL
Address/ Adresa	str.Florilor 8/3 Chisinau
Country/ Tara	Moldova, Republic of
Contact	Sinetchi Serghei
Tel/Fax	+373 22-21 16 07

Purchaser / Cumparator

Purchaser / Cumparator	IM Orange Moldova SA
Requestor/ Beneficiar	GALETCHII, Ms. Alina
Tel	069197828
E-mail	alina.GALETCHII@orange.com

Invoice address / Adresa facturare

IM Orange Moldova SA str. Alba Iulia 75 Chisinau, 02071 Moldova, Republic of

Purchasing Division / Departament achizitii:

BEJAN, Mr. Marian Tel: 069198679

Delivery address / Adresa livrare

str. Alba Iulia 75, Chisinau, MD-2071, Moldova, Republic of
--

Att: **GALETCHII, Ms. Alina**
 Tel: **069197828**

*NOTES:

All prices and amounts on this order are expressed in MDL. Purchase order number must be specified on the invoice, otherwise it can't be accepted & paid.
 Toate preturile aferente acestei comenzi sunt exprimate in MDL. Numarul comenzii trebuie sa apara obligatoriu pe factura, altfel aceasta poate fi returnata si refuzata la plata.

Line no	Description of the goods or services/ Descrierea bunurilor sau serviciilor	UOM / UM	Quantity/ Cantitate	Unit Price, MDL (VAT excl)	Amount, MDL (VAT excl)	Delivery date/ Data livrare
1	Lucrari de instalare a sistemului HVAC, etajul 2, AGILE				72,627.48	30-OCT-2021
2	Lucrari de reparatie si reamenajare, etajul 2, AGILE				630,849.88	30-OCT-2021
3	Lucrari electrice, etajul 2, AGILE				122,953.72	30-OCT-2021
4	Lucrari IT, etajul 2, AGILE				48,422.92	30-OCT-2021
				TOTAL	874,854.00	

Comments / Comentarii:

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Payment Conditions/ Conditii de plata	Invoice Conditions/ Conditii de facturare	Payment terms/ Termeni de plata	Delivery conditions/ Conditii de livrare
		30 days from delivery date	Incoterm

ATANASIU , Ms. Raluca-Andreea
 Head of Purchasing and Supply Chain

1. DOCUMENTELE NECESARE SI COMANDA

1.1. Comenziile transmise de catre I.M. Orange Moldova S.A. ("Orange") sunt reglementate de prezenti Termeni si conditii generale aplicabile comenzilor emise de Orange ("T&C"), precum si de conditiile cuprinse in comanda (daca nu exista un contract in vigoare semnat intre Orange si Furnizor/Partener inainte de data lansarii comenzii). In caz de contradictie, conditiile specifice cuprinse in comanda emisa prevaleaza asupra prezentei T&C, completandu-se in sa acestia acolo unde comanda nu prevede nimic.

1.2. Daca comanda este emisa in baza unui contract in vigoare semnat de ambele parti, atunci prevederile contractului vor prevala asupra comenzii, ambele completandu-se cu prezenti T&C acolo unde acestea nu prevad, cu exceptia situatiei in care comanda face referire expresa la o oferta specifica pentru prestarea unui anumit serviciu, in anumite conditii particulare, caz in care comanda astfel emisa va prevala fata de contract si T&C.

1.3. Data lansarii comenzii este considerata data trimiterii acesteia de Orange (prin e-mail sau fax) catre Furnizor/Partener. O comanda va fi considerata ca fiind acceptata de catre Furnizor/Partener printr-o notificare scrisa (inclusiv prin e-mail, fax) expediată catre Orange in decurs de maxim 3 zile din momentul lansarii ei sau, dupa caz, intr-un alt termen indicat in comanda sau in contract, daca este specificat astfel. Primirea de catre Orange a notificarii de acceptare a comenzii (prin e-mail sau fax) va avea ca efect incheierea unui contract prin mijloace de comunicare la distanta (daca anterior lansarii comenzii nu exista un contract in vigoare cu privire la obiectul comenzii).

2. PRETUL

Preturile stabilite in aceasta comanda de achizitie sunt fixe, iar Furnizorul / Partenerul le va mentine neschimbate odata ce comanda a fost acceptata de acesta, cu exceptia cazului in care Furnizorul / Partenerul ofera o reducere de cost pentru Orange Moldova pe parcursul livrării. Orange Moldova nu va fi raspunzatoare pentru niciun fel de costuri suplimentare, cu exceptia cazului in care este convenit in mod specific in scris de catre Orange Moldova. In caz contrar, i) Orange Moldova are dreptul unilateral de a anula comanda respectiva fara vreo compensare si/sau sa stopeze orice colaborari viitoare; iar ii) Furnizorul / Partenerul va fi obligat sa-i achite Orange Moldova, la cererea acesteia, o penalitate in marime de 10% din valoarea comenzii.

3. MODALITATI DE PLATA

3.1. Facturarea: Orice plata se face Furnizorului/Partenerului doar sub rezerva transmiterii/receptionarii bunurilor sau serviciilor impreuna cu factura si, dupa caz, actul de primire-predare. Conditii de facturare sunt cele mentionate in comanda. Facturarea de catre Furnizor/Partener inainte de termenul stabilit in prezentul articol nu atrage obligatia de plata din partea Orange. Factura va fi emisa in moneda in care au fost exprimate preturile in comanda/contract sau in cazul companiilor moldovenești, pentru care comanda a fost emisa in alta moneda, in lei, la cursul de schimb valutar al BNM din data emiterii facturii.

In absenta unui cadru care sa stabileasca moneda de plata, moneda va fi una dintre urmatoarele: EUR, USD, MDL sau alta moneda functionala a furnizorului, cu conditia ca aceasta sa fie deplin convertibila. Pentru furnizorii straini plata va fi realizata in moneda in care a fost stabilit pretul, iar pentru furnizorii moldovenești plata se va efectua in MDL, la cursul de schimb valutar oficial al BNM valabil la data emiterii facturii.

Pentru a fi acceptate de catre Orange, facturile trebuie sa fie completate cu toate datele de identificare, ale ambelor parti (denumirea, adresa si codul fiscal, codul TVA, data eliberării, data livrării, daca ea nu corespunde cu data eliberării, cont bancar) in conformitate cu prevederile Codului Fiscal, precum si cu serviciile prestate si numarul comenzii. In cazul in care furnizorul si-a schimbat detaliile bancare, acesta trebuie sa notifice Buyerul de contact in timp rezonabil si inainte de eliberarea facturii cu noile date de identificare. Daca se emite o factura cu noile date de identificare care nu au fost transmise in prealabil catre Orange pentru informare, Orange Moldova isi rezerva dreptul de a o refuza si a o trimite inapoi furnizorului pana cand datele de identificare noi sunt confirmate si verificate de catre Orange.

3.2. Comisiunile bancare aferente platilor efectuate in baza prezentei comenzi cad in sarcina partii care efectueaza plata, cu exceptia cazului in care partile au convenit altfel. Sumele datorate in baza prezentei comenzi vor fi platite prin transfer bancar.

3.3. Modalitati de plata: Plata va fi efectuata de Orange conform termenului mentionat in comanda.

4. PENALITATI PRIVIND NEEEXECUTAREA COMENZII

In cazul in care Furnizorul/Partenerul intirzie livrarea bunurilor sau executarea serviciilor prevazute in comanda sau nu le executa in conformitate cu comanda, Orange va putea percepe penalitati de intirziere, calculate dupa cum urmeaza: $P = V \times R / 1000$ unde P - este valoarea penalitatilor; V - este valoarea la care se aplica penalitatea: aceasta valoare este egala cu valoarea integrala a comenzii in cazul neexecutarii in totalitate a acesteia sau cu valoarea serviciilor ramasa neexecutata; R - este numarul zilelor calendaristice cu care s-a intirziat.

5. TRANSPORTUL SI LIVRAREA

In situatia in care transportul este in sarcina Furnizorului/Partenerului, acesta va asigura transportul pe cheltuiala si riscul sau pina la locul de livrare stabilit prin comanda. In afara celor prevazute mai sus, in caz de accident, pierdere partiala sau totala a transportului, Furnizorul / Partenerul va fi tinut la repararea integrala sau inlocuirea acestuia cu produse identice, in conformitate cu decizia Orange in termenul fixat de aceasta.

6. RECEPTIA

Daca nu este prevazuta nici un fel de operatiune de verificare specifica in vederea receptionarii bunurilor furnizate si/sau a serviciilor prestate, receptia va fi considerata ca fiind efectuata la data la care rezulta acest fapt din orice inscris provenind de la Orange fie ca acesta este un document contabil intern, fie ca reprezinta un act de primire-predare sau corespondenta comerciala cu Furnizorul/Partenerul. In situatia in care Orange va refuza receptia livrării ca fiind neconforma cu comanda/contractul, Furnizorul/Partenerul va fi obligat la preluarea bunurilor furnizate si/sau a serviciilor prestate pe cheltuiala acestuia. Daca executarea comenzii a presupus si efectuarea unor modificari a instalatiilor Orange, Furnizorul/Partenerul va fi obligat sa le reduca in situatia initiala pe cheltuiala sa. In acest caz Orange nu va fi obligat la plata contravalorii bunurilor/serviciilor asa cum au fost stabilite in cadrul comenzii.

7. TRANSFERUL PROPRIETATII SI AL RISCULUI

Transferul drepturilor de proprietate opereaza la momentul efectuării receptiei. Riscul contractului ramine in sarcina Furnizorului/Partenerului pina la momentul efectuării receptiei. Exceptie fac bunurile si serviciile care sunt realizate in conformitate cu specificatiile emise de Orange, specificatii cu privire la care Orange este titularul tuturor drepturilor de proprietate intelectuala in conditiile articolului PROPRIETATE INTELLECTUALA din T&C prezente si pentru care transferul drepturilor de proprietate se realizeaza la momentul primirii specificatiilor de catre Furnizor/Partener.

8. GARANTIA OBIECTULUI COMENZII

Fara a aduce incalcarei niciunei dispozitii legale aplicabile (ex. garantia minima legala de 2 ani aplicabila bunurilor destinate consumatorilor finali), garantia obiectului comenzii este stabilita la minim 1 an de la data la care este efectuata receptia. Furnizorul/Partenerul se obliga sa remedieze orice defectiuni sau sa inlocuiasca pe cheltuiala sa orice parte a prestatiei sale care se dovedeste a fi nefunctionala sau care functioneaza defectuos, intr-un interval de timp rezonabil, astfel incat sa nu afecteze in nici un fel derularea activitatii in scopul in care a fost comandat. Pe parcursul perioadei de garantie Furnizorul / Partenerul se obliga sa intervina ori de cite ori Orange va reclama lipsa vre-o unei functionalitati a bunurilor furnizate si/sau a serviciilor prestate, intr-un interval de timp rezonabil. Daca la expirarea perioadei de garantie, Furnizorul/Partenerul nu a procedat la repararea/inlocuirea necesara, perioada de garantie va fi prelungita pina la executarea completa a obligatiilor de garantie. Daca pe perioada de garantie a obiectului comenzii, un defect impiedica buna functionare a bunurilor ce a facut obiectul comenzii si/sau a serviciilor prestate, perioada necesara aducerii la

1. APLICABLE DOCUMENTS AND ORDER

1.1. The orders placed by Orange Moldova S.A. ("Orange") are governed by these General Terms and Conditions applicable to the Orders placed by Orange (the "T&C"), and also by the conditions enclosed in the order (if there is no valid agreement signed between Orange and the Supplier/Partner prior to the order's placement). In case of discrepancies, the specific conditions enclosed in an order issued without having an agreement in force will prevail over the T&C and shall be completed by the T&C where the order does not stipulate anything.

1.2. If the order is issued under a valid agreement signed by both parties, then the provisions of such agreement will prevail over the order, and both of them will be completed with the present T&C for the case of lack of provisions, except the situation when the order expressly refers to a referenced offer (specific for the performance of a certain service, in certain particular conditions), in which case such issued order will prevail over the contract and the T&C.

1.3. The order launch date is considered to be the date when the order is sent by Orange (via e-mail or fax) to the Supplier/Partner. An order will be considered accepted by the Supplier/Partner through a written notice sent to Orange (including via e-mail or fax) within 3 days from the launch moment, or within a different term expressly provided in the order or agreement, if applicable. Receipt by Orange of the Supplier/Partner's notice of acceptance will have as effect conclusion of a valid contract between the parties through distance communication means (if prior to the order launch date there is no valid agreement related to the order's object).

2. PRICE

The prices set in this Purchase Order are fixed and the Supplier/Partner must keep them unchanged once the order was accepted by it, except if the Supplier/Partner offers a cost reduction for Orange Moldova during deliveries. Orange Moldova will not be liable for extra charges of any kind, unless specifically agreed to in writing by Orange Moldova. Otherwise, i) Orange Moldova has the unilaterally right to reject the respective Purchase Order without any compensation due and/or stop any future collaborations; and ii) at request of Orange Moldova, the Supplier/Partner has the obligation to pay to Orange Moldova a penalty of 10 % from the order value.

3. PAYMENT TERMS

3.1. Invoicing: Any payment will be made to the Supplier/Partner only if the goods/services were delivered/accepted, together with the invoice and, if applicable, the deed of acceptance. The invoicing conditions are mentioned in the order. The invoicing made by the Supplier/Partner before the term established in this clause doesn't trigger a payment obligation from Orange. The invoice shall be issued in the currency of the prices mentioned within the purchase order/contract or in case of Moldovan companies where the purchase order has been issued in other currency, in MDL at the BNM exchange rate valid at the invoicing date.

In the absence of a framework establishing the payment currency, the currency will be one of the following: EUR, USD, MDL or any other supplier's functional currency, under the condition that this currency to be fully convertible. The payment to foreign suppliers will be done in the currency established for the price, while payment to local suppliers will be done in MDL, at the BNM exchange rate valid at the invoicing date.

In order to be accepted by Orange, the invoices should be filled in with all identification data of both parties (entire companies name, full address, fiscal code, VAT code, issued date, delivery date, in case they do not correspond, bank account) pursuant to the provisions of Fiscal Code, as well as with the performed services and order number. In case supplier has changed his bank details, he has to notify the contact Buyer in due time before and prior to any invoice release with new identification data. In case a invoice with new identification data which was not prior sent to Orange for information is issued, Orange Moldova reserves the right to refuse it and sent it back to supplier till new identification data are confirmed and verified by Orange.

3.2. The bank fees afferent to the payments made based on this Order shall be supported by the Party making the payments, unless otherwise agreed by Parties. The amounts owed based on this Order shall be paid by bank transfer.

3.3. Payment terms: Payment will be made by Orange according to the term mentioned in the order.

4. PENALTIES IN CASE OF ORDER NON-EXECUTION

In case Provider/Partner is late in delivery of goods or performance of the services mentioned in the order or fails to perform them in accordance with the order, IM Orange Moldova SA may calculate and charge delay penalties, as follows: $P = V \times R / 1000$ where P - represents the value of penalties; V - is the value to which the penalty applies: this value is equal to the full value of the order in case of failure to fully execute the order, or the amount of non-executed services/ non-delivered goods; R - is the number of calendar days of delay.

5. TRANSPORT AND DELIVERY

If the transport is to be made by the Supplier/Partner, he will ensure the transport on its own expense and risk or up to the delivery place as mentioned in the order. In addition to the above mentioned, in case of accident, partial or total loss of shipment, Supplier/Partner will be liable for entire repair or replacement with identical products, in accordance with Orange decision, within the term established by Orange.

6. RECEPTION/ACCEPTANCE

Unless no specific checking operation is mentioned in order to accept/receive the provided goods and/or services, acceptance/reception will be deemed as performed by Orange as of date provided by any written document issued by Orange, such document being either an internal accounting document, a deed of acceptance or commercial correspondence with the Supplier/Partner. If Orange rejects the delivery as non-compliant with the order/contract, the Supplier/Partner has to take over the delivered goods and/or services on his own expense. If order performance involved changes in Orange equipment's, the Supplier/Partner has to bring them back to the initial condition, at his expense. In such cases, Orange shall not be liable to pay the price of the goods/services as per the order.

7. TRANSFER OF RISKS AND OWNERSHIP

Transfer of ownership (property rights) operates on the goods' reception date. The contractual risks will remain on the Supplier/Partner until the reception date. An exception from this rule will apply to the goods and services performed according to Orange specifications, specifications stressing that Orange is the owner of all intellectual property rights, as described in the article INTELLECTUAL PROPERTY from the present Terms and Conditions and for which the transfer of the property rights occur at the moment when specifications are received by the Supplier/Partner.

8. WARRANTY

Without limiting any applicable statutory provisions to the contrary (e.g. a minimum 2-year warranty term for goods for the end consumers), the warranty term of the goods and/or services delivered based on the order is set at minimum one year from the reception date. The Supplier/Partner is obliged to repair any malfunction or to replace on his own expense, any part of its deliverable which is not functional or has deficiencies, in a reasonable period of time, in order not to affect in any way the activity for which the good was ordered. During the warranty period, the Supplier /Partner is obliged to settle any issues claimed by Orange regarding any malfunctioning of the goods and/or services delivered under the order in a

starea de functionare va suspenda perioada de garantie.

9. PROPRIETATE INTELECTUALA

Furnizorul/Partenerul va transfera catre Orange, toate drepturile de proprietate intelectuala asupra Rezultatelor comenzii, din momentul in care acestea au fost realizate. Orange si Furnizorul/Partenerul vor ramine proprietarii drepturilor lor de proprietate intelectuala si industriala detinute anterior emiterii comenzii atasate. Orange nu este responsabil pentru drepturile de proprietate intelectuala contractate de Furnizor/Partener de la terti, in scopul executarii comenzii.

10. INCETAREA COMENZII:

-in mod automat, fara interventia instantei de judecata si fara alte formalitati, in cazul in care Furnizorul/Partenerul isi inceteaza activitatea, devine insolubil sau este initiata o procedura de lichidare impotriva acestuia;
-rezolutiunea de catre Orange, ca urmare a neexecutarii, executarii cu intarziere sau executarii defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire;
- revocare (reziliere) unilaterala din partea Orange, cu acordarea unui preaviz scris de 3 zile, in cazul obligatiilor cu executare succesiva de catre Furnizor/Partener. Incetarea comenzii nu are niciun efect asupra obligatiilor scadente intre parti.

11. DISPOZITII SPECIALE

Furnizorul/Partenerul se angajeaza sa pastreze confidentialitatea tuturor informatiilor verbale, scrise (inclusiv in forma electronica) in posesia carora a intrat in legatura cu aceasta comanda si nu va dezvalui aceste informatii nici unei alte persoane (cu exceptia angajatilor si reprezentantilor sai care au nevoie de ele), fara a avea aprobarea prealabila scrisa a Orange. Angajamentul de confidentialitate va ramine in vigoare 5 ani dupa executarea comenzii.

12. LEGEA APLICABILA SI LITIGII

Prezenta comanda se supune legislatiei R. Moldova. Orice litigiu intre parti va fi solutionat de instanta de judecata competenta din Republicii Moldova.

13. PRACTICI ETICE - RESPONSABILITATEA COMPANIEI SI CODUL DE CONDUITA A FURNIZORULUI

Furnizorul/Partenerul declara ca este de acord cu Clauza de Responsabilitate Sociala Corporativa (CSR), de Conformitate si Codul de Conduita al Furnizorului ale I.M. Orange Moldova S.A. disponibile de www.orange.md.

14. DISPOZITII FINALE

Prin acceptarea comenzii Furnizorul/Partenerul garanteaza ca a analizat si a acceptat integral Termenii si conditiile generale aplicabile comenzilor emise de Orange.

If at the end of the warranty period, the Supplier/Partner did not proceed to the required repair/replacement, the warranty period will be prolonged until the complete execution of the warranty obligation. If during the warranty period of the goods and/or services delivered based on the order, an error prevents the good functioning of the ordered goods and/or of the provided services, the period needed to remedy the deficiencies (restore normal functioning) will suspend the warranty period.

9. INTELLECTUAL PROPERTY

The Supplier/Partner will transfer to Orange, all intellectual property rights over the results of an order from the moment of their accomplishment. Orange and the Supplier/Partner will remain the rightful owners of the intellectual and industrial rights owned prior to the issue date of the order. Orange is not liable for any intellectual property rights contracted/obtained by the Supplier/Partner from third parties, with the purpose of order execution.

10. ORDER TERMINATION:

-immediately, without court intervention and no preliminary formalities, if the Supplier/ Partner terminates his activity, becomes insolvent or a dissolution procedure will be started against him

-termination by Orange, in case the Supplier/Partner does not fulfill or fail to fulfill properly its obligations to deliver/perform the goods and/or the services as they are specified by the present order. In this situation, the order termination will become effective after a prior 3 days? notice sent to the Supplier/Partner, without court intervention, if within the above mentioned notice term the Supplier/Partner did not fulfill its obligation. In this situation, any amount of money paid by Orange to the Supplier/Partner will be returned in 3 days from the moment when Orange requires repayment of the money through a written notice with confirmation of receipt.

- unilateral termination by Orange with a prior 3 days? notice for obligations with successive execution by the Supplier/Partner. The order termination does not have any effect on the outstanding parties' obligations.

11. PARTICULARLY PROVISIONS

The Supplier/Partner undertakes to maintain confidential all verbal, written (including electronic) information received in connection with this order, and will not disclose this information to any other person (except employees and their representatives who have a direct need to know them), without the prior written consent of Orange. The confidentiality obligations will remain in force for a five year term after the execution of the order.

12. THE APPLICABLE LAW

The present order will be governed by the Moldovan law. All the disputes will be judged by the competent Moldovan courts of law.

13. ETHICAL PRACTICES - THE RESPONSIBILITY OF THE COMPANY AND SUPPLIER CODE OF CONDUCT

The supplier/Partner hereby undertakes to fully comply with the Corporate Social Responsibility, Compliance and Supplier Code of Conduct clauses of I.M. Orange Moldova S.A. available at www.orange.md.

14. FINAL PROVISIONS

Through the accepting of the order the Supplier/Partner guarantees that he read and fully accepted the provisions of the "General Terms and conditions applicable to the orders placed by Orange".

Ex. 2

Nr. exemplarului
№ экземпляра

FACTURĂ FISCALĂ
НАЛОГОВАЯ НАКЛАДНАЯ

Seria, Nr.
Серия, №

IA1157441

Data eliberării / data livrării
Дата выписки / дата поставки

2 noiembrie / 2021

3. Foaie de parcurs
Путевой лист

seria
серия

număr
номер

data
дата

c./l nr. TVA
Ф.К.Л. код НДС

c./l nr. TVA
Ф.К.Л. код НДС

c./l nr. TVA
Ф.К.Л. код НДС

1004600024221.0604889

1003600106115

778000044

1. Furnizor:
Поставщик

Profilplast SRL Chisinau str. Florilor, 8/3 ap 81 c/d MD36V000022510031566MDL B.C. VICTORIABANK'S.A. fil. nr.3 Chisinau

2. Cumpărător/beneficiar
Покупатель/получатель

Orange Moldova SA Chisinau str. Alba Iulie 75 c/d MD64AG000000225110801767 BC MOLDOVA-AGROINDBANK'S.A. fil. nr.4 Chisinau AGRNMDX687

3. Delegație
Доверенность

data
дата

delegatului
делегированный

4. Documente anexate
Прилагаемые документы

7. Redirițări
Переадресовки

6. Punct de descărcare
Пункт разгрузки

10.1

Denumirea mărfurilor/activelor, serviciilor și codul poziției tarifare al mărfii/activului
Наименование товаров/активов, услуг и код товарной позиции товара/актива

10.2

Unitatea de măsură
Единица измерения

10.3

Capacitatea mărfurilor/activelor, serviciilor și codul poziției tarifare al mărfii/activului
Наименование товаров/активов, услуг и код товарной позиции товара/актива

10.4

Preț unitar fără TVA, lei
Цена единицы без НДС, левей

10.5

Valoarea totală fără TVA, lei
Общая сумма без НДС, левей

10.6

Cota TVA, %
Ставка НДС, %

10.7

Suma totală a TVA, lei
Общая сумма НДС, левей

10.8

Valoarea mărfurilor/activelor, serviciilor, lei
Стоимость товаров/активов, услуг, левей

10.9

Alta informație
Другая информация

10.10

Tip ambalaj
Тип упаковки

10.11

Număr locuri
Количество мест

10.12

Masa brută, tone
Масса брутто, тонн

11. TOTAL (pe pagină/foliet) (по странице)

12. TOTAL (pe pagina/foliet) (по странице)

13. Permis de debarare
Отпускная декларация

14. Predat mărfurile/activelor (serviciile) (по товарам/активам (услугах))

15. Primit mărfurile/activelor (serviciile) (получены товары/активы (услуги))

16. Predat mărfurile/activelor intermediarilor (transportatorilor)
Сдан товары/активы посредникам (перевозчикам)

17. Primit mărfurile/activelor (serviciile) cumpărătorului/beneficiarului
Получены товары/активы (услуги) покупателем/получателем

L.S.
М.П.

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

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Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись



Republica Moldova
Ministerul Economiei și Protecției Consumatorilor
Str. Republicii nr. 166 din 22 august 2015
Tribunalul de Arbitraj Comercial
Str. Republicii nr. 166 din 22 august 2015
Moldova

Republica Moldova
Ministerul Economiei și Protecției Consumatorilor
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Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

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Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

Funcția, numele, prenumele și semnătura
Должность, фамилия, имя и подпись

ACT DE ACCEPTARE FINALA A SERVICIILOR ACORDATE**DEED OF FINAL ACCEPTANCE OF RENDERED SERVICES**

Data/Date 02/11/2021

Ref.: Purchase Order №157323 date 09/09/2021

Referință: Comanda №157323 din 09/09/2021

Noi, subsemnați, ORDINATOR în persona
We undersigned, the PURCHASER in person of Mr.

Natalia CIOCHINA, Facilities Manager
 (name, surname and duties)

și ANTREPRENOR în persoana
and the SELLER in person of Mr.

Serghei SINETCHI, General Director
 (name, surname and duties)

Am întocmit actul prezent privind faptul că serviciile au fost acordate și îndeplinite în stricta corespundere cu condițiile stipulate în caietul de sarcini și proiectul tehnic.

Have drawn the present deed with regard to a fact that the services were rendered and executed according to the strict correspondence of the technical tasks and technical project.

Lucrările beneficiază de un termen de garanție de 1(un) an

The works are subject to a warranty of 1 (one) year .

Costul comenzii
Order's price

Lucrari de instalare a sistemului HVAC, etajul 2, AGILE	1	72627.48
Lucrari de reparatie si reamenajare, etajul 2, AGILE	1	630849.88
Lucrari electrice, etajul 2, AGILE	1	122953.72
Lucrari IT, etajul 2, AGILE	1	48422.92
Total:		874854.00
TVA 20%:		174970.80
Total (inclusiv TVA 20%):		1049824.80

A primit / Accepted by: Orange Moldova S.A.

A predat / Delivered by: "Profiplast" SRL

Natalia CIOCHINA, Facilities Manager
 (prenumele, numele, funcție/name, surname and duties)

General Director Serghei SINETCHI
 (prenumele, numele, funcție/ name, surname and duties)

Alina Galeschew



Sinetchi

PURCHASE ORDER



Purchase order no / Numar comanda	182111	CSC no:	
Purchase order date / Data comanda	17-MAY-2024	LC no:	DIVS/10445/FD

Supplier / Furnizor

Supplier / Furnizor	Profiplast SRL
Address/ Adresa	str.Florilor 8/3 Chisinau
Country/ Tara	Moldova, Republic of
Contact	Sinetchi Serghei
Tel/Fax	+373 22-21 16 07

Purchaser / Cumparator

Purchaser / Cumparator	IM Orange Moldova SA
Requestor/ Beneficiar	HANCU, Mr. Oleg
Tel	069198221
E-mail	oleg.hancu@orange.com

Invoice address / Adresa facturare

IM Orange Moldova SA str. Alba Iulia 75 Chisinau, 02071 Moldova, Republic of

Purchasing Division / Departament achizitii:

BEJAN, Mr. Marian Tel: 069198679

Delivery address/ Adresa livrare

str. Alba Iulia 75, Chisinau, MD-2071, Moldova, Republic of
Att: HANCU, Mr. Oleg Tel: 069198221

*NOTES:

All prices and amounts on this order are expressed in MDL. Purchase order number must be specified on the invoice, otherwise it can't be accepted
Toate preturile aferente acestei comenzi sunt exprimate in MDL. Numarul comenzii trebuie sa apara obligatoriu pe factura, altfel aceasta poate fi returnata si refuzata la plata.

Line no	Description of the goods or services/ Descrierea bunurilor sau serviciilor	UOM / UM	Quantity/ Cantitate	Unit Price, MDL (VAT excl)	Amount, MDL (VAT excl)	Delivery date/ Data livrare
1	Proiectul B2B - lucrari civile de reparatie a spatiului din of.203 B2B et.2 HQ OMD				472,778.14	30-JUN-2024
TOTAL					472,778.14	

Comments / Comentarii:

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Payment Conditions/ Conditii de plata	Invoice Conditions/ Conditii de facturare	Payment terms/ Termeni de plata 60 days from delivery date	Delivery conditions/ Conditii de livrare Incoterm
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ATANASIU , Ms. Raluca-Andreea
Head of Purchasing and Supply Chain

1. DOCUMENTELE NECESARE SI COMANDA

1.1. Comenziile transmise de catre I.M. Orange Moldova S.A. ("Orange") sunt reglementate de prezenti Termeni si conditii generale aplicabile comenzilor emise de Orange ("T&C"), precum si de conditiile cuprinse in comanda (daca nu exista un contract in vigoare semnat intre Orange si Furnizor/Partener inainte de data lansarii comenzii). In caz de contradictie, conditiile specifice cuprinse in comanda emisa prevaleaza asupra prezentilor T&C, completindu-se in sa cu acestia acolo unde comanda nu prevede nimic.

1.2. Daca comanda este emisa in baza unui contract in vigoare semnat de ambele parti, atunci prevederile contractului vor prevala asupra comenzii, ambele completandu-se cu prezenti T&C acolo unde acestea nu prevad, cu exceptia situatiei in care comanda face referire expresa la o oferta specifica pentru prestarea unui anumit serviciu, in anumite conditii particulare, caz in care comanda astfel emisa va prevala fata de contract si T&C.

1.3. Data lansarii comenzii este considerata data trimiterii acesteia de Orange (prin e-mail sau fax) catre Furnizor/Partener. O comanda va fi considerata ca fiind acceptata de catre Furnizor/Partener printr-o notificare scrisa (inclusiv prin e-mail, fax) expediată catre Orange in decurs de maxim 3 zile din momentul lansarii ei sau, dupa caz, intr-un alt termen indicat in comanda sau in contract, daca este specificat astfel. Primirea de catre Orange a notificarii de acceptare a comenzii (prin e-mail sau fax) va avea ca efect incheierea unui contract prin mijloace de comunicare la distanta (daca anterior lansarii comenzii nu exista un contract in vigoare cu privire la obiectul comenzii).

2. PRETUL

Preturile stabilite in aceasta comanda de achizitie sunt fixe, iar Furnizorul / Partenerul le va mentine neschimbate odata ce comanda a fost acceptata de acesta, cu exceptia cazului in care Furnizorul / Partenerul ofera o reducere de cost pentru Orange Moldova pe parcursul livrării. Orange Moldova nu va fi raspunzatoare pentru niciun fel de costuri suplimentare, cu exceptia cazului in care este convenit in mod specific in scris de catre Orange Moldova. In caz contrar, i) Orange Moldova are dreptul unilateral de a anula comanda respectiva fara vreo compensare si/sau sa stopeze orice colaborari viitoare; iar ii) Furnizorul / Partenerul va fi obligat sa-i achite Orange Moldova, la cererea acesteia, o penalitate in marime de 10% din valoarea comenzii.

3. MODALITATI DE PLATA

3.1. Facturarea: Orice plata se face Furnizorului/Partenerului doar sub rezerva transmiterii/receptionarii bunurilor sau serviciilor impreuna cu factura si, dupa caz, actul de primire-predare. Conditile de facturare sunt cele mentionate in comanda. Facturarea de catre Furnizor/Partener inainte de termenul stabilit in prezentul articol nu atrage obligatia de plata din partea Orange. Factura va fi emisa in moneda in care au fost exprimate preturile in comanda/contract sau in cazul companiilor moldovenesti, pentru care comanda a fost emisa in alta moneda, in lei, la cursul de schimb valutar al BNM din data emiterii facturii.

In absenta unui cadru care sa stabileasca moneda de plata, moneda va fi una dintre urmatoarele: EUR, USD, MDL sau alta moneda functionala a furnizorului, cu conditia ca aceasta sa fie deplin convertibila. Pentru furnizorii straini plata va fi realizata in moneda in care a fost stabilit pretul, iar pentru furnizorii moldovenesti plata se va efectua in MDL, la cursul de schimb valutar oficial al BNM valabil la data emiterii facturii.

Pentru a fi acceptate de catre Orange, facturile trebuie sa fie completate cu toate datele de identificare, ale ambelor parti (denumirea, adresa si codul fiscal, codul TVA, data eliberării, data livrării, daca ea nu corespunde cu data eliberării, cont bancar) in conformitate cu prevederile Codului Fiscal, precum si cu serviciile prestate si numarul comenzii. In cazul in care furnizorul si-a schimbat detaliile bancare, acesta trebuie sa notifice Buyerul de contact in timp rezonabil si inainte de eliberarea facturii cu noile date de identificare. Daca se emite o factura cu noile date de identificare care nu au fost transmise in prealabil catre Orange pentru informare, Orange Moldova isi rezerva dreptul de a o refuza si a o trimite inapoi furnizorului pana cand datele de identificare noi sunt confirmate si verificate de catre Orange.

3.2. Comisiunile bancare aferente platilor efectuate in baza prezentei comenzi cad in sarcina partii care efectueaza plata, cu exceptia cazului in care partile au convenit altfel. Sumele datorate in baza prezentei comenzi vor fi platite prin transfer bancar.

3.3. Modalitati de plata: Plata va fi efectuată de Orange conform termenului mentionat in comanda.

4. PENALITATI PRIVIND NEEEXECUTAREA COMENZII

In cazul in care Furnizorul/Partenerul intirzie livrarea bunurilor sau executarea serviciilor prevazute in comanda sau nu le executa in conformitate cu comanda, Orange va putea percepe penalitati de intarziere, calculate dupa cum urmeaza: $P = V \times R / 1000$ unde P - este valoarea penalitatilor; V - este valoarea la care se aplica penalitatea: aceasta valoare este egala cu valoarea integrala a comenzii in cazul neexecutarii in totalitate a acesteia sau cu valoarea serviciilor ramasa neexecutata; R - este numarul zilelor calendaristice cu care s-a intarziat.

5. TRANSPORTUL SI LIVRAREA

In situatia in care transportul este in sarcina Furnizorului/Partenerului, acesta va asigura transportul pe cheltuiala si riscul sau pina la locul de livrare stabilit prin comanda. In afara celor prevazute mai sus, in caz de accident, pierdere partiala sau totala a transportului, Furnizorul / Partenerul va fi tinut la repararea integrala sau inlocuirea acestuia cu produse identice, in conformitate cu decizia Orange in termenul fixat de aceasta.

6. RECEPTIA

Daca nu este prevazuta nici un fel de operatiune de verificare specifica in vederea receptionarii bunurilor furnizate si/sau a serviciilor prestate, receptia va fi considerata ca fiind efectuată la data la care rezulta acest fapt din orice inscris provenind de la Orange fie ca acesta este un document contabil intern, fie ca reprezinta un act de primire-predare sau corespondenta comerciala cu Furnizorul/Partenerul. In situatia in care Orange va refuza receptia livrării ca fiind neconforma cu comanda/contractul, Furnizorul/Partenerul va fi obligat la preluarea bunurilor furnizate si/sau a serviciilor prestate pe cheltuiala acestuia. Daca executarea comenzii a presupus si efectuarea unor modificari a instalatiilor Orange, Furnizorul/Partenerul va fi obligat sa le readuca in situatia initiala pe cheltuiala sa. In acest caz Orange nu va fi obligat la plata contravalorii bunurilor/serviciilor asa cum au fost stabilite in cadrul comenzii.

7. TRANSFERUL PROPRIETATII SI AL RISCULUI

Transferul drepturilor de proprietate opereaza la momentul efectuării receptiei. Riscul contractului ramane in sarcina Furnizorului/Partenerului pina la momentul efectuării receptiei. Exceptie fac bunurile si serviciile care sunt realizate in conformitate cu specificatiile emise de Orange, specificatii cu privire la care Orange este titularul tuturor drepturilor de proprietate intelectuala in conditiile articolului PROPRIETATE INTELLECTUALA din T&C prezente si pentru care transferul drepturilor de proprietate se realizeaza la momentul primirii specificatiilor de catre Furnizor/Partener.

8. GARANTIA OBIECTULUI COMENZII

Fara a aduce incalcarci niciunei dispozitii legale aplicabile (ex. garantia minima legata de 2 ani aplicabila bunurilor destinate consumatorilor finali), garantia obiectului comenzii este stabilita la minim 1 an de la data la care este efectuată receptia. Furnizorul/Partenerul se obliga sa remedieze orice defectiuni sau sa inlocuiasca pe cheltuiala sa orice parte a prestatiei sale care se dovedeste a fi nefunctionala sau care functioneaza defectuos, intr-un interval de timp rezonabil, astfel incit sa nu afecteze in nici un fel derularea activitatii in scopul in care a fost comandat. Pe parcursul perioadei de garantie Furnizorul / Partenerul se obliga sa intervina ori de cite ori Orange va reclama lipsa vreo unei functionalitati a bunurilor furnizate si/sau a serviciilor prestate, intr-un interval de timp rezonabil. Daca la expirarea perioadei de garantie, Furnizorul/Partenerul nu a procedat la repararea/inlocuirea necesara, perioada de garantie va fi prelungita pina la executarea completa a obligatiilor de garantie. Daca pe perioada de garantie a obiectului comenzii, un defect impiedica buna functionare a

1. APPLICABLE DOCUMENTS AND ORDER

1.1. The orders placed by Orange Moldova S.A. ("Orange") are governed by these General Terms and Conditions applicable to the Orders placed by Orange (the "T&C"), and also by the conditions enclosed in the order (if there is no valid agreement signed between Orange and the Supplier/Partner prior to the order's placement). In case of discrepancies, the specific conditions enclosed in an order issued without having an agreement in force will prevail over the T&C and shall be completed by the T&C where the order does not stipulate anything.

1.2. If the order is issued under a valid agreement signed by both parties, then the provisions of such agreement will prevail over the order, and both of them will be completed with the present T&C for the case of lack of provisions, except the situation when the order expressly refers to a referenced offer (specific for the performance of a certain service, in certain particular conditions), in which case such issued order will prevail over the contract and the T&C.

1.3. The order launch date is considered to be the date when the order is sent by Orange (via e-mail or fax) to the Supplier/Partner. An order will be considered accepted by the Supplier/Partner through a written notice sent to Orange (including via e-mail or fax) within 3 days from the launch moment, or within a different term expressly provided in the order or agreement, if applicable. Receipt by Orange of the Supplier/Partner's notice of acceptance will have as effect conclusion of a valid contract between the parties through distance communication means (if prior to the order launch date there is no valid agreement related to the order's object).

2. PRICE

The prices set in this Purchase Order are fixed and the Supplier/Partner must keep them unchanged once the order was accepted by it, except if the Supplier/Partner offers a cost reduction for Orange Moldova during deliveries. Orange Moldova will not be liable for extra charges of any kind, unless specifically agreed to in writing by Orange Moldova. Otherwise, i) Orange Moldova has the unilateral right to reject the respective Purchase Order without any compensation due and/or stop any future collaborations; and ii) at request of Orange Moldova, the Supplier/Partner has the obligation to pay to Orange Moldova a penalty of 10 % from the order value.

3. PAYMENT TERMS

3.1. Invoicing: Any payment will be made to the Supplier/Partner only if the goods/services were delivered/accepted, together with the invoice and, if applicable, the deed of acceptance. The invoicing conditions are mentioned in the order. The invoicing made by the Supplier/Partner before the term established in this clause doesn't trigger a payment obligation from Orange. The invoice shall be issued in the currency of the prices mentioned within the purchase order/contract or in case of Moldovan companies where the purchase order has been issued in other currency, in MDL at the BNM exchange rate valid at the invoicing date.

In the absence of a framework establishing the payment currency, the currency will be one of the following: EUR, USD, MDL or any other supplier's functional currency, under the condition that this currency to be fully convertible. The payment to foreign suppliers will be done in the currency established for the price, while payment to local suppliers will be done in MDL, at the BNM exchange rate valid at the invoicing date.

In order to be accepted by Orange, the invoices should be filled in with all identification data of both parties (entire companies name, full address, fiscal code, VAT code, issued date, delivery date, in case they do not correspond, bank account) pursuant to the provisions of Fiscal Code, as well as with the performed services and order number. In case supplier has changed his bank details, he has to notify the contact Buyer in due time before and prior to any invoice release with new identification data. In case a invoice with new identification data which was not prior sent to Orange for information is issued, Orange Moldova reserves the right to refuse it and sent it back to supplier till new identification data are confirmed and verified by Orange.

3.2. The bank fees afferent to the payments made based on this Order shall be supported by the Party making the payments, unless otherwise agreed by Parties. The amounts owed based on this Order shall be paid by bank transfer.

3.3. Payment terms: Payment will be made by Orange according to the term mentioned in the order.

4. PENALTIES IN CASE OF ORDER NON-EXECUTION

In case Provider/Partner is late in delivery of goods or performance of the services mentioned in the order or fails to perform them in accordance with the order, IM Orange Moldova SA may calculate and charge delay penalties, as follows: $P = V \times R / 1000$ where P - represents the value of penalties; V - is the value to which the penalty applies: this value is equal to the full value of the order in case of failure to fully execute the order, or the amount of non-executed services/ non-delivered goods; R - is the number of calendar days of delay.

5. TRANSPORT AND DELIVERY

If the transport is to be made by the Supplier/Partner, he will ensure the transport on its own expense and risk or up to the delivery place as mentioned in the order. In addition to the above mentioned, in case of accident, partial or total loss of shipment, Supplier/Partner will be liable for entire repair or replacement with identical products, in accordance with Orange decision, within the term established by Orange.

6. RECEPTION/ACCEPTANCE

Unless no specific checking operation is mentioned in order to accept/receive the provided goods and/or services, acceptance/reception will be deemed as performed by Orange as of date provided by any written document issued by Orange, such document being either an internal accounting document, a deed of acceptance or commercial correspondence with the Supplier/Partner. If Orange rejects the delivery as non-compliant with the order/contract, the Supplier/Partner has to take over the delivered goods and/or services on his own expense. If order performance involved changes in Orange equipment's, the Supplier/Partner has to bring them back to the initial condition, at his expense. In such cases, Orange shall not be liable to pay the price of the goods/services as per the order.

7. TRANSFER OF RISKS AND OWNERSHIP

Transfer of ownership (property rights) operates on the goods' reception date. The contractual risks will remain on the Supplier/Partner until the reception date. An exception from this rule will apply to the goods and services performed according to Orange specifications, specifications stressing that Orange is the owner of all intellectual property rights, as described in the article INTELLECTUAL PROPERTY from the present Terms and Conditions and for which the transfer of the property rights occur at the moment when specifications are received by the Supplier/Partner.

8. WARRANTY

Without limiting any applicable statutory provisions to the contrary (e.g. a minimum 2-year warranty term for goods for the end consumers), the warranty term of the goods and/or services delivered based on the order is set at minimum one year from the reception date. The Supplier/Partner is obliged to repair any malfunction or to replace on his own expense, any part of its deliverable which is not functional or has deficiencies, in a reasonable period of time, in order not to affect in any way the activity for which the good was ordered. During the warranty period, the Supplier /Partner is obliged to settle any issues claimed by Orange

bunurilor ce a facut obiectul comenzii si/sau a serviciilor prestate, perioada necesara aducerii la starea de functionare va suspenda perioada de garantie.

9. PROPRIETATE INTELECTUALA

Furnizorul/Partenerul va transfera catre Orange, toate drepturile de proprietate intelectuala asupra Rezultatelor comenzii, din momentul in care acestea au fost realizate. Orange si Furnizorul/Partenerul vor ramine proprietarii drepturilor lor de proprietate intelectuala si industrialia detinute anterior emiterii comenzii atasate. Orange nu este responsabil pentru drepturile de proprietate intelectuala contractate de Furnizor/Partener de la terti, in scopul executarii comenzii.

10. INCETAREA COMENZII:

-in mod automat, fara interventia instantei de judecata si fara alte formalitati, in cazul in care defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire;

-rezolutiunea de catre Orange, ca urmare a neexecutarii, executarii cu intarziere sau executarii defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire;

- revocare (reziliere) unilaterala din partea Orange, cu acordarea unui preaviz scris de 3 zile, in cazul obligatiilor cu executare succesiva de catre Furnizor/Partener. Incetarea comenzii nu are niciun efect asupra obligatiilor scadente intre parti.

11. DISPOZITII SPECIALE

Furnizorul/ Partenerul se angajeaza sa pastreze confidentialitatea tuturor informatiilor verbale, scrise (inclusiv in forma electronica) in posesia carora a intrat in legatura cu aceasta comanda si nu va dezvalui aceste informatii nici unei alte persoane (cu exceptia angajatilor si reprezentantilor sai care au nevoie de ele), fara a avea aprobarea prealabila scrisa a Orange. Angajamentul de confidentialitate va ramine in vigoare 5 ani dupa executarea comenzii.

12. LEGEA APLICABILA SI LITIGII

Prezenta comanda se supune legislatiei R. Moldova. Orice litigiu intre parti va fi solutionat de instanta de judecata competenta din Republicii Moldova.

13. PRACTICI ETICE - RESPONSABILITATEA COMPANIEI SI CODUL DE CONDUITA A FURNIZORULUI

Furnizorul /Partenerul declara ca este de acord cu Clauza de Responsabilitate Sociala Corporativa (CSR), de Conformitate si Codul de Conduita al Furnizorului ale I.M. Orange Moldova S.A. disponibile pe <https://www.orange.md/pagina-furnizorului> (<http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>).

14. DISPOZITII FINALE

Prin acceptarea comenzii Furnizorul/Partenerul garanteaza ca a analizat si a acceptat intergral Termenii si conditiile generale aplicabile comenzilor emise de Orange.

regarding any malfunctioning of the goods and/or services delivered under the order in a reasonable period of time. If at the end of the warranty period, the Supplier/Partner did not proceed to the required repair/replacement, the warranty period will be prolonged until the complete execution of the warranty obligation. If during the warranty period of the goods and/or services delivered based on the order, an error prevents the good functioning of the ordered goods and/or of the provided services, the period needed to remedy the deficiencies (restore normal functioning) will suspend the warranty period.

9. INTELLECTUAL PROPERTY

The Supplier/Partner will transfer to Orange, all intellectual property rights over the results of an order from the moment of their accomplishment. Orange and the Supplier/Partner will remain the rightful owners of the intellectual and industrial rights owned prior to the issue date of the order. Orange is not liable for any intellectual property rights contracted/obtained by the Supplier/Partner from third parties, with the purpose of order execution.

10. ORDER TERMINATION:

-immediately, without court intervention and no preliminary formalities, if the Supplier/ Partner terminates his activity, becomes insolvent or a dissolution procedure will be started against him

-termination by Orange, in case the Supplier/Partner does not fulfill or fail to fulfill properly its obligations to deliver/perform the goods and/or the services as they are specified by the present order. In this situation, the order termination will become effective after a prior 3 days? notice sent to the Supplier/Partner, without court intervention, if within the above mentioned notice term the Supplier/Partner did not fulfill its obligation. In this situation, any amount of money paid by Orange to the Supplier/Partner will be returned in 3 days from the moment when Orange requires repayment of the money through a written notice with confirmation of receipt.

- unilateral termination by Orange with a prior 3 days? notice for obligations with successive execution by the Supplier/Partner. The order termination does not have any effect on the outstanding parties' obligations.

11. PARTICULARLY PROVISIONS

The Supplier/Partner undertakes to maintain confidential all verbal, written (including electronic) information received in connection with this order, and will not disclose this information to any other person (except employees and their representatives who have a direct need to know them), without the prior written consent of Orange. The confidentiality obligations will remain in force for a five year term after the execution of the order.

12. THE APPLICABLE LAW

The present order will be governed by the Moldovan law. All the disputes will be judged by the competent Moldovan courts of law.

13. ETHICAL PRACTICES - THE RESPONSABILITY OF THE COMPANY AND SUPPLIER CODE OF CONDUCT

The supplier/Partner hereby undertakes to fully comply with the Corporate Social Responsibility, Compliance and Supplier Code of Conduct clauses of I.M. Orange Moldova S.A. available on <https://www.orange.md/pagina-furnizorului> (<http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>).

14. FINAL PROVISIONS

Through the accepting of the order the Supplier/Partner guarantees that he read and fully accepted the provisions of the "General Terms and conditions applicable to the orders placed by Orange".

PURCHASE ORDER



Purchase order no / Numar comanda	182112	CSC no:	
Purchase order date / Data comanda	17-MAY-2024	LC no:	DIVS/10445/FD

Supplier / Furnizor

Supplier / Furnizor	Profiplast SRL
Address/ Adresa	str.Florilor 8/3 Chisinau
Country/ Tara	Moldova, Republic of
Contact	Sinetchi Serghei
Tel/Fax	+373 22-21 16 07

Purchaser / Cumparator

Purchaser / Cumparator	IM Orange Moldova SA
Requestor/ Beneficiar	HANCU, Mr. Oleg
Tel	069198221
E-mail	oleg.hancu@orange.com

Invoice address / Adresa facturare

IM Orange Moldova SA str. Alba Iulia 75 Chisinau, 02071 Moldova, Republic of

Purchasing Division / Departament achizitii:

BEJAN, Mr. Marian Tel: 069198679

Delivery address/ Adresa livrare

str. Alba Iulia 75, Chisinau, MD-2071, Moldova, Republic of
Att: HANCU, Mr. Oleg Tel: 069198221

*NOTES:

All prices and amounts on this order are expressed in MDL. Purchase order number must be specified on the invoice, otherwise it can't be accepted
Toate preturile aferente acestei comenzi sunt exprimate in MDL. Numarul comenzii trebuie sa apara obligatoriu pe factura, altfel aceasta poate fi returnata si refuzata la plata.

Line no	Description of the goods or services/ Descrierea bunurilor sau serviciilor	UOM / UM	Quantity/ Cantitate	Unit Price, MDL (VAT excl)	Amount, MDL (VAT excl)	Delivery date/ Data livrare
1	lucrari de reconfigurarea retea IT, zona B2B				115,785.85	30-JUN-2024
TOTAL					115,785.85	

Comments / Comentarii:

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Payment Conditions/ Conditii de plata	Invoice Conditions/ Conditii de facturare	Payment terms/ Termeni de plata 60 days from delivery date	Delivery conditions/ Conditii de livrare Incoterm
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ATANASIU , Ms. Raluca-Andreea
Head of Purchasing and Supply Chain

1. DOCUMENTELE NECESARE SI COMANDA

1.1. Comenziile transmise de catre I.M. Orange Moldova S.A. ("Orange") sunt reglementate de prezentiile Termeni si conditii generale aplicabile comenzilor emise de Orange ("T&C"), precum si de conditiile cuprinse in comanda (daca nu exista un contract in vigoare semnat intre Orange si Furnizor/Partener inainte de data lansarii comenzii). In caz de contradictie, conditiile specifice cuprinse in comanda emisa prevaleaza asupra prezentiilor T&C, completindu-se insa cu acestia acolo unde comanda nu prevede nimic.

1.2. Daca comanda este emisa in baza unui contract in vigoare semnat de ambele parti, atunci prevederile contractului vor prevala asupra comenzii, ambele completandu-se cu prezentiile T&C acolo unde acestea nu prevad, cu exceptia situatiei in care comanda face referire expresa la o oferta specifica pentru prestarea unui anumit serviciu, in anumite conditii particulare, caz in care comanda astfel emisa va prevala fata de contract si T&C.

1.3. Data lansarii comenzii este considerata data trimiterii acesteia de Orange (prin e-mail sau fax) catre Furnizor/Partener. O comanda va fi considerata ca fiind acceptata de catre Furnizor/Partener printr-o notificare scrisa (inclusiv prin e-mail, fax) expediată catre Orange in decurs de maxim 3 zile din momentul lansarii ei sau, dupa caz, intr-un alt termen indicat in comanda sau in contract, daca este specificat astfel. Primirea de catre Orange a notificarii de acceptare a comenzii (prin e-mail sau fax) va avea ca efect incheierea unui contract prin mijloace de comunicare la distanta (daca anterior lansarii comenzii nu exista un contract in vigoare cu privire la obiectul comenzii).

2. PRETUL

Preturile stabilite in aceasta comanda de achizitie sunt fixe, iar Furnizorul / Partenerul le va mentine neschimbate odata ce comanda a fost acceptata de acesta, cu exceptia cazului in care Furnizorul / Partenerul ofera o reducere de cost pentru Orange Moldova pe parcursul livrării. Orange Moldova nu va fi raspunzatoare pentru niciun fel de costuri suplimentare, cu exceptia cazului in care este convenit in mod specific in scris de catre Orange Moldova. In caz contrar, i) Orange Moldova are dreptul unilateral de a anula comanda respectiva fara vreo compensare si/sau sa stopeze orice colaborari viitoare; iar ii) Furnizorul / Partenerul va fi obligat sa-i achite Orange Moldova, la cererea acesteia, o penalitate in marime de 10% din valoarea comenzii.

3. MODALITATI DE PLATA

3.1. Facturarea: Orice plata se face Furnizorului/Partenerului doar sub rezerva transmiterii/receptionarii bunurilor sau serviciilor impreuna cu factura si, dupa caz, actul de primire-predare. Conditile de facturare sunt cele mentionate in comanda. Facturarea de catre Furnizor/Partener inainte de termenul stabilit in prezentul articol nu atrage obligatia de plata din partea Orange. Factura va fi emisa in moneda in care au fost exprimate preturile in comanda/contract sau in cazul companiilor moldovenesti, pentru care comanda a fost emisa in alta moneda, in lei, la cursul de schimb valutar al BNM din data emiterii facturii.

In absenta unui cadru care sa stabileasca moneda de plata, moneda va fi una dintre urmatoarele: EUR, USD, MDL sau alta moneda functionala a furnizorului, cu conditia ca aceasta sa fie deplin convertibila. Pentru furnizorii straini plata va fi realizata in moneda in care a fost stabilit pretul, iar pentru furnizorii moldovenesti plata se va efectua in MDL, la cursul de schimb valutar oficial al BNM valabil la data emiterii facturii.

Pentru a fi acceptate de catre Orange, facturile trebuie sa fie completate cu toate datele de identificare, ale ambelor parti (denumirea, adresa si codul fiscal, codul TVA, data eliberării, data livrării, daca ea nu corespunde cu data eliberării, cont bancar) in conformitate cu prevederile Codului Fiscal, precum si cu serviciile prestate si numarul comenzii. In cazul in care furnizorul si-a schimbat detaliile bancare, acesta trebuie sa notifice Buyerul de contact in timp rezonabil si inainte de eliberarea facturii cu noile date de identificare. Daca se emite o factura cu noile date de identificare care nu au fost transmise in prealabil catre Orange pentru informare, Orange Moldova isi rezerva dreptul de a o refuza si a o trimite inapoi furnizorului pana cand datele de identificare noi sunt confirmate si verificate de catre Orange.

3.2. Comisiunile bancare aferente platilor efectuate in baza prezentei comenzi cad in sarcina partii care efectueaza plata, cu exceptia cazului in care partile au convenit altfel. Sumele datorate in baza prezentei comenzi vor fi platite prin transfer bancar.

3.3. Modalitati de plata: Plata va fi efectuata de Orange conform termenului mentionat in comanda.

4. PENALITATI PRIVIND NEEEXECUTAREA COMENZII

In cazul in care Furnizorul/Partenerul intarzie livrarea bunurilor sau executarea serviciilor prevazute in comanda sau nu le executa in conformitate cu comanda, Orange va putea percepe penalitati de intarziere, calculate dupa cum urmeaza: $P = V \times R / 1000$ unde P - este valoarea penalitatilor; V - este valoarea la care se aplica penalitatea: aceasta valoare este egala cu valoarea integrala a comenzii in cazul neexecutarii in totalitate a acesteia sau cu valoarea serviciilor ramasa neexecutata; R - este numarul zilelor calendaristice cu care s-a intarziat.

5. TRANSPORTUL SI LIVRAREA

In situatia in care transportul este in sarcina Furnizorului/Partenerului, acesta va asigura transportul pe cheltuiala si riscul sau pina la locul de livrare stabilit prin comanda. In afara celor prevazute mai sus, in caz de accident, pierdere partiala sau totala a transportului, Furnizorul / Partenerul va fi tinut la repararea integrala sau inlocuirea acestuia cu produse identice, in conformitate cu decizia Orange in termenul fixat de aceasta.

6. RECEPTIA

Daca nu este prevazuta nici un fel de operatiune de verificare specifica in vederea receptionarii bunurilor furnizate si/sau a serviciilor prestate, receptia va fi considerata ca fiind efectuata la data la care rezulta acest fapt din orice inscris provenind de la Orange fie ca acesta este un document contabil intern, fie ca reprezinta un act de primire-predare sau corespondenta comerciala cu Furnizorul/Partenerul. In situatia in care Orange va refuza receptia livrării ca fiind neconforma cu comanda/contractul, Furnizorul/Partenerul va fi obligat la preluarea bunurilor furnizate si/sau a serviciilor prestate pe cheltuiala acestuia. Daca executarea comenzii a presupus si efectuarea unor modificari a instalatiilor Orange, Furnizorul/Partenerul va fi obligat sa le readuca in situatia initiala pe cheltuiala sa. In acest caz Orange nu va fi obligat la plata contravalorii bunurilor/serviciilor asa cum au fost stabilite in cadrul comenzii.

7. TRANSFERUL PROPRIETATII SI AL RISCULUI

Transferul drepturilor de proprietate opereaza la momentul efectuării receptiei. Riscul contractului ramane in sarcina Furnizorului/Partenerului pina la momentul efectuării receptiei. Exceptie fac bunurile si serviciile care sunt realizate in conformitate cu specificatiile emise de Orange, specificatii cu privire la care Orange este titularul tuturor drepturilor de proprietate intelectuala in conditiile articolului PROPRIETATE INTELECTUALA din T&C prezente si pentru care transferul drepturilor de proprietate se realizeaza la momentul primirii specificatiilor de catre Furnizor/Partener.

8. GARANTIA OBIECTULUI COMENZII

Fara a aduce incalcarci niciunei dispozitii legale aplicabile (ex. garantia minima legata de 2 ani aplicabila bunurilor destinate consumatorilor finali), garantia obiectului comenzii este stabilita la minim 1 an de la data la care este efectuata receptia. Furnizorul/Partenerul se obliga sa remedieze orice defectiuni sau sa inlocuiasca pe cheltuiala sa orice parte a prestatiei sale care se dovedeste a fi nefunctionala sau care functioneaza defectuos, intr-un interval de timp rezonabil, astfel incit sa nu afecteze in nici un fel derularea activitatii in scopul in care a fost comandat. Pe parcursul perioadei de garantie Furnizorul / Partenerul se obliga sa intervină ori de cite ori Orange va reclama lipsa vreo unei functionalitati a bunurilor furnizate si/sau a serviciilor prestate, intr-un interval de timp rezonabil. Daca la expirarea perioadei de garantie, Furnizorul/Partenerul nu a procedat la repararea/inlocuirea necesara, perioada de garantie va fi prelungita pina la executarea completa a obligatiilor de garantie. Daca pe perioada de garantie a obiectului comenzii, un defect impiedica buna functionare a

1. APPLICABLE DOCUMENTS AND ORDER

1.1. The orders placed by Orange Moldova S.A. ("Orange") are governed by these General Terms and Conditions applicable to the Orders placed by Orange (the "T&C"), and also by the conditions enclosed in the order (if there is no valid agreement signed between Orange and the Supplier/Partner prior to the order's placement). In case of discrepancies, the specific conditions enclosed in an order issued without having an agreement in force will prevail over the T&C and shall be completed by the T&C where the order does not stipulate anything.

1.2. If the order is issued under a valid agreement signed by both parties, then the provisions of such agreement will prevail over the order, and both of them will be completed with the present T&C for the case of lack of provisions, except the situation when the order expressly refers to a referenced offer (specific for the performance of a certain service, in certain particular conditions), in which case such issued order will prevail over the contract and the T&C.

1.3. The order launch date is considered to be the date when the order is sent by Orange (via e-mail or fax) to the Supplier/Partner. An order will be considered accepted by the Supplier/Partner through a written notice sent to Orange (including via e-mail or fax) within 3 days from the launch moment, or within a different term expressly provided in the order or agreement, if applicable. Receipt by Orange of the Supplier/Partner's notice of acceptance will have as effect conclusion of a valid contract between the parties through distance communication means (if prior to the order launch date there is no valid agreement related to the order's object).

2. PRICE

The prices set in this Purchase Order are fixed and the Supplier/Partner must keep them unchanged once the order was accepted by it, except if the Supplier/Partner offers a cost reduction for Orange Moldova during deliveries. Orange Moldova will not be liable for extra charges of any kind, unless specifically agreed to in writing by Orange Moldova. Otherwise, i) Orange Moldova has the unilaterally right to reject the respective Purchase Order without any compensation due and/or stop any future collaborations; and ii) at request of Orange Moldova, the Supplier/Partner has the obligation to pay to Orange Moldova a penalty of 10 % from the order value.

3. PAYMENT TERMS

3.1. Invoicing: Any payment will be made to the Supplier/Partner only if the goods/services were delivered/accepted, together with the invoice and, if applicable, the deed of acceptance. The invoicing conditions are mentioned in the order. The invoicing made by the Supplier/Partner before the term established in this clause doesn't trigger a payment obligation from Orange. The invoice shall be issued in the currency of the prices mentioned within the purchase order/contract or in case of Moldovan companies where the purchase order has been issued in other currency, in MDL at the BNM exchange rate valid at the invoicing date.

In the absence of a framework establishing the payment currency, the currency will be one of the following: EUR, USD, MDL or any other supplier's functional currency, under the condition that this currency to be fully convertible. The payment to foreign suppliers will be done in the currency established for the price, while payment to local suppliers will be done in MDL, at the BNM exchange rate valid at the invoicing date.

In order to be accepted by Orange, the invoices should be filled in with all identification data of both parties (entire companies name, full address, fiscal code, VAT code, issued date, delivery date, in case they do not correspond, bank account) pursuant to the provisions of Fiscal Code, as well as with the performed services and order number. In case supplier has changed his bank details, he has to notify the contact Buyer in due time before and prior to any invoice release with new identification data. In case a invoice with new identification data which was not prior sent to Orange for information is issued, Orange Moldova reserves the right to refuse it and sent it back to supplier till new identification data are confirmed and verified by Orange.

3.2. The bank fees afferent to the payments made based on this Order shall be supported by the Party making the payments, unless otherwise agreed by Parties. The amounts owed based on this Order shall be paid by bank transfer.

3.3. Payment terms: Payment will be made by Orange according to the term mentioned in the order.

4. PENALTIES IN CASE OF ORDER NON-EXECUTION

In case Provider/Partner is late in delivery of goods or performance of the services mentioned in the order or fails to perform them in accordance with the order, IM Orange Moldova SA may calculate and charge delay penalties, as follows: $P = V \times R / 1000$ where P - represents the value of penalties; V - is the value to which the penalty applies: this value is equal to the full value of the order in case of failure to fully execute the order, or the amount of non-executed services/ non-delivered goods; R - is the number of calendar days of delay.

5. TRANSPORT AND DELIVERY

If the transport is to be made by the Supplier/Partner, he will ensure the transport on its own expense and risk or up to the delivery place as mentioned in the order. In addition to the above mentioned, in case of accident, partial or total loss of shipment, Supplier/Partner will be liable for entire repair or replacement with identical products, in accordance with Orange decision, within the term established by Orange.

6. RECEPTION/ACCEPTANCE

Unless no specific checking operation is mentioned in order to accept/receive the provided goods and/or services, acceptance/reception will be deemed as performed by Orange as of date provided by any written document issued by Orange, such document being either an internal accounting document, a deed of acceptance or commercial correspondence with the Supplier/Partner. If Orange rejects the delivery as non-compliant with the order/contract, the Supplier/Partner has to take over the delivered goods and/or services on his own expense. If order performance involved changes in Orange equipment's, the Supplier/Partner has to bring them back to the initial condition, at his expense. In such cases, Orange shall not be liable to pay the price of the goods/services as per the order.

7. TRANSFER OF RISKS AND OWNERSHIP

Transfer of ownership (property rights) operates on the goods' reception date. The contractual risks will remain on the Supplier/Partner until the reception date. An exception from this rule will apply to the goods and services performed according to Orange specifications, specifications stressing that Orange is the owner of all intellectual property rights, as described in the article INTELLECTUAL PROPERTY from the present Terms and Conditions and for which the transfer of the property rights occur at the moment when specifications are received by the Supplier/Partner.

8. WARRANTY

Without limiting any applicable statutory provisions to the contrary (e.g. a minimum 2-year warranty term for goods for the end consumers), the warranty term of the goods and/or services delivered based on the order is set at minimum one year from the reception date. The Supplier/Partner is obliged to repair any malfunction or to replace on his own expense, any part of its deliverable which is not functional or has deficiencies, in a reasonable period of time, in order not to affect in any way the activity for which the good was ordered. During the warranty period, the Supplier /Partner is obliged to settle any issues claimed by Orange

bunurilor ce a facut obiectul comenzii si/sau a serviciilor prestate, perioada necesara aducerii la starea de functionare va suspenda perioada de garantie.

9. PROPRIETATE INTELECTUALA

Furnizorul/Partenerul va transfera catre Orange, toate drepturile de proprietate intelectuala asupra Rezultatelor comenzii, din momentul in care acestea au fost realizate. Orange si Furnizorul/Partenerul vor ramine proprietarii drepturilor lor de proprietate intelectuala si industrialia detinute anterior emiterii comenzii atasate. Orange nu este responsabil pentru drepturile de proprietate intelectuala contractate de Furnizor/Partener de la terti, in scopul executarii comenzii.

10. INCETAREA COMENZII:

-in mod automat, fara interventia instantei de judecata si fara alte formalitati, in cazul in care defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire;

-rezolutiunea de catre Orange, ca urmare a neexecutarii, executarii cu intarziere sau executarii defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire;

- revocare (reziliere) unilaterala din partea Orange, cu acordarea unui preaviz scris de 3 zile, in cazul obligatiilor cu executare succesiva de catre Furnizor/Partener. Incetarea comenzii nu are niciun efect asupra obligatiilor scadente intre parti.

11. DISPOZITII SPECIALE

Furnizorul/ Partenerul se angajeaza sa pastreze confidentialitatea tuturor informatiilor verbale, scrise (inclusiv in forma electronica) in posesia carora a intrat in legatura cu aceasta comanda si nu va dezvalui aceste informatii nici unei alte persoane (cu exceptia angajatilor si reprezentantilor sai care au nevoie de ele), fara a avea aprobarea prealabila scrisa a Orange. Angajamentul de confidentialitate va ramine in vigoare 5 ani dupa executarea comenzii.

12. LEGEA APLICABILA SI LITIGII

Prezenta comanda se supune legislatiei R. Moldova. Orice litigiu intre parti va fi solutionat de instanta de judecata competenta din Republicii Moldova.

13. PRACTICI ETICE - RESPONSABILITATEA COMPANIEI SI CODUL DE CONDUITA A FURNIZORULUI

Furnizorul /Partenerul declara ca este de acord cu Clauza de Responsabilitate Sociala Corporativa (CSR), de Conformitate si Codul de Conduita al Furnizorului ale I.M. Orange Moldova S.A. disponibile pe <https://www.orange.md/pagina-furnizorului> (<http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>).

14. DISPOZITII FINALE

Prin acceptarea comenzii Furnizorul/Partenerul garanteaza ca a analizat si a acceptat intergral Termenii si conditiile generale aplicabile comenzilor emise de Orange.

regarding any malfunctioning of the goods and/or services delivered under the order in a reasonable period of time. If at the end of the warranty period, the Supplier/Partner did not proceed to the required repair/replacement, the warranty period will be prolonged until the complete execution of the warranty obligation. If during the warranty period of the goods and/or services delivered based on the order, an error prevents the good functioning of the ordered goods and/or of the provided services, the period needed to remedy the deficiencies (restore normal functioning) will suspend the warranty period.

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10. ORDER TERMINATION:

-immediately, without court intervention and no preliminary formalities, if the Supplier/ Partner terminates his activity, becomes insolvent or a dissolution procedure will be started against him

-termination by Orange, in case the Supplier/Partner does not fulfill or fail to fulfill properly its obligations to deliver/perform the goods and/or the services as they are specified by the present order. In this situation, the order termination will become effective after a prior 3 days? notice sent to the Supplier/Partner, without court intervention, if within the above mentioned notice term the Supplier/Partner did not fulfill its obligation. In this situation, any amount of money paid by Orange to the Supplier/Partner will be returned in 3 days from the moment when Orange requires repayment of the money through a written notice with confirmation of receipt.

- unilateral termination by Orange with a prior 3 days? notice for obligations with successive execution by the Supplier/Partner. The order termination does not have any effect on the outstanding parties' obligations.

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12. THE APPLICABLE LAW

The present order will be governed by the Moldovan law. All the disputes will be judged by the competent Moldovan courts of law.

13. ETHICAL PRACTICES - THE RESPONSABILITY OF THE COMPANY AND SUPPLIER CODE OF CONDUCT

The supplier/Partner hereby undertakes to fully comply with the Corporate Social Responsibility, Compliance and Supplier Code of Conduct clauses of I.M. Orange Moldova S.A. available on <https://www.orange.md/pagina-furnizorului> (<http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>).

14. FINAL PROVISIONS

Through the accepting of the order the Supplier/Partner guarantees that he read and fully accepted the provisions of the "General Terms and conditions applicable to the orders placed by Orange".

PURCHASE ORDER



Purchase order no / Numar comanda	182113	CSC no:	
Purchase order date / Data comanda	17-MAY-2024	LC no:	DIVS/10445/FD

Supplier / Furnizor

Supplier / Furnizor	Profiplast SRL
Address/ Adresa	str.Florilor 8/3 Chisinau
Country/ Tara	Moldova, Republic of
Contact	Sinetchi Serghei
Tel/Fax	+373 22-21 16 07

Purchaser / Cumparator

Purchaser / Cumparator	IM Orange Moldova SA
Requestor/ Beneficiar	HANCU, Mr. Oleg
Tel	069198221
E-mail	oleg.hancu@orange.com

Invoice address / Adresa facturare

IM Orange Moldova SA str. Alba Iulia 75 Chisinau, 02071 Moldova, Republic of

Purchasing Division / Departament achizitii:

BEJAN, Mr. Marian Tel: 069198679

Delivery address/ Adresa livrare

str. Alba Iulia 75, Chisinau, MD-2071, Moldova, Republic of
Att: HANCU, Mr. Oleg Tel: 069198221

*NOTES:

All prices and amounts on this order are expressed in MDL. Purchase order number must be specified on the invoice, otherwise it can't be accepted
Toate preturile aferente acestei comenzi sunt exprimate in MDL. Numarul comenzii trebuie sa apara obligatoriu pe factura, altfel aceasta poate fi returnata si refuzata la plata.

Line no	Description of the goods or services/ Descrierea bunurilor sau serviciilor	UOM / UM	Quantity/ Cantitate	Unit Price, MDL (VAT excl)	Amount, MDL (VAT excl)	Delivery date/ Data livrare
1	lucrari de modificare cablaj electric, zona B2B				334,310.37	30-JUN-2024
TOTAL					334,310.37	

Comments / Comentarii:

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Payment Conditions/ Conditii de plata	Invoice Conditions/ Conditii de facturare	Payment terms/ Termeni de plata 60 days from delivery date	Delivery conditions/ Conditii de livrare Incoterm
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ATANASIU , Ms. Raluca-Andreea
Head of Purchasing and Supply Chain

1. DOCUMENTELE NECESARE SI COMANDA

1.1. Comenziile transmise de catre I.M. Orange Moldova S.A. ("Orange") sunt reglementate de prezenti Termeni si conditii generale aplicabile comenzilor emise de Orange ("T&C"), precum si de conditiile cuprinse in comanda (daca nu exista un contract in vigoare semnat intre Orange si Furnizor/Partener inainte de data lansarii comenzii). In caz de contradictie, conditiile specifice cuprinse in comanda emisa prevaleaza asupra prezentilor T&C, completindu-se in sa cu acestia acolo unde comanda nu prevede nimic.

1.2. Daca comanda este emisa in baza unui contract in vigoare semnat de ambele parti, atunci prevederile contractului vor prevala asupra comenzii, ambele completandu-se cu prezenti T&C acolo unde acestea nu prevad, cu exceptia situatiei in care comanda face referire expresa la o oferta specifica pentru prestarea unui anumit serviciu, in anumite conditii particulare, caz in care comanda astfel emisa va prevala fata de contract si T&C.

1.3. Data lansarii comenzii este considerata data trimiterii acesteia de Orange (prin e-mail sau fax) catre Furnizor/Partener. O comanda va fi considerata ca fiind acceptata de catre Furnizor/Partener printr-o notificare scrisa (inclusiv prin e-mail, fax) expediată catre Orange in decurs de maxim 3 zile din momentul lansarii ei sau, dupa caz, intr-un alt termen indicat in comanda sau in contract, daca este specificat astfel. Primirea de catre Orange a notificarii de acceptare a comenzii (prin e-mail sau fax) va avea ca efect incheierea unui contract prin mijloace de comunicare la distanta (daca anterior lansarii comenzii nu exista un contract in vigoare cu privire la obiectul comenzii).

2. PRETUL

Preturile stabilite in aceasta comanda de achizitie sunt fixe, iar Furnizorul / Partenerul le va mentine neschimbate odata ce comanda a fost acceptata de acesta, cu exceptia cazului in care Furnizorul / Partenerul ofera o reducere de cost pentru Orange Moldova pe parcursul livrării. Orange Moldova nu va fi raspunzatoare pentru niciun fel de costuri suplimentare, cu exceptia cazului in care este convenit in mod specific in scris de catre Orange Moldova. In caz contrar, i) Orange Moldova are dreptul unilateral de a anula comanda respectiva fara vreo compensare si/sau sa stopeze orice colaborari viitoare; iar ii) Furnizorul / Partenerul va fi obligat sa-i achite Orange Moldova, la cererea acesteia, o penalitate in marime de 10% din valoarea comenzii.

3. MODALITATI DE PLATA

3.1. Facturarea: Orice plata se face Furnizorului/Partenerului doar sub rezerva transmiterii/receptionarii bunurilor sau serviciilor impreuna cu factura si, dupa caz, actul de primire-predare. Conditile de facturare sunt cele mentionate in comanda. Facturarea de catre Furnizor/Partener inainte de termenul stabilit in prezentul articol nu atrage obligatia de plata din partea Orange. Factura va fi emisa in moneda in care au fost exprimate preturile in comanda/contract sau in cazul companiilor moldovenesti, pentru care comanda a fost emisa in alta moneda, in lei, la cursul de schimb valutar al BNM din data emiterii facturii.

In absenta unui cadru care sa stabileasca moneda de plata, moneda va fi una dintre urmatoarele: EUR, USD, MDL sau alta moneda functionala a furnizorului, cu conditia ca aceasta sa fie deplin convertibila. Pentru furnizorii straini plata va fi realizata in moneda in care a fost stabilit pretul, iar pentru furnizorii moldovenesti plata se va efectua in MDL, la cursul de schimb valutar oficial al BNM valabil la data emiterii facturii.

Pentru a fi acceptate de catre Orange, facturile trebuie sa fie completate cu toate datele de identificare, ale ambelor parti (denumirea, adresa si codul fiscal, codul TVA, data eliberării, data livrării, daca ea nu corespunde cu data eliberării, cont bancar) in conformitate cu prevederile Codului Fiscal, precum si cu serviciile prestate si numarul comenzii. In cazul in care furnizorul si-a schimbat detaliile bancare, acesta trebuie sa notifice Buyerul de contact in timp rezonabil si inainte de eliberarea facturii cu noile date de identificare. Daca se emite o factura cu noile date de identificare care nu au fost transmise in prealabil catre Orange pentru informare, Orange Moldova isi rezerva dreptul de a o refuza si a o trimite inapoi furnizorului pana cand datele de identificare noi sunt confirmate si verificate de catre Orange.

3.2. Comisiunile bancare aferente platilor efectuate in baza prezentei comenzi cad in sarcina partii care efectueaza plata, cu exceptia cazului in care partile au convenit altfel. Sumele datorate in baza prezentei comenzi vor fi platite prin transfer bancar.

3.3. Modalitati de plata: Plata va fi efectuată de Orange conform termenului mentionat in comanda.

4. PENALITATI PRIVIND NEEEXECUTAREA COMENZII

In cazul in care Furnizorul/Partenerul intirzie livrarea bunurilor sau executarea serviciilor prevazute in comanda sau nu le executa in conformitate cu comanda, Orange va putea percepe penalitati de intarziere, calculate dupa cum urmeaza: $P = V \times R / 1000$ unde P - este valoarea penalitatilor; V - este valoarea la care se aplica penalitatea: aceasta valoare este egala cu valoarea integrala a comenzii in cazul neexecutarii in totalitate a acesteia sau cu valoarea serviciilor ramasa neexecutata; R - este numarul zilelor calendaristice cu care s-a intarziat.

5. TRANSPORTUL SI LIVRAREA

In situatia in care transportul este in sarcina Furnizorului/Partenerului, acesta va asigura transportul pe cheltuiala si riscul sau pina la locul de livrare stabilit prin comanda. In afara celor prevazute mai sus, in caz de accident, pierdere partiala sau totala a transportului, Furnizorul / Partenerul va fi tinut la repararea integrala sau inlocuirea acestuia cu produse identice, in conformitate cu decizia Orange in termenul fixat de aceasta.

6. RECEPTIA

Daca nu este prevazuta nici un fel de operatiune de verificare specifica in vederea receptionarii bunurilor furnizate si/sau a serviciilor prestate, receptia va fi considerata ca fiind efectuată la data la care rezulta acest fapt din orice inscris provenind de la Orange fie ca acesta este un document contabil intern, fie ca reprezinta un act de primire-predare sau corespondenta comerciala cu Furnizorul/Partenerul. In situatia in care Orange va refuza receptia livrării ca fiind neconforma cu comanda/contractul, Furnizorul/Partenerul va fi obligat la preluarea bunurilor furnizate si/sau a serviciilor prestate pe cheltuiala acestuia. Daca executarea comenzii a presupus si efectuarea unor modificari a instalatiilor Orange, Furnizorul/Partenerul va fi obligat sa le readuca in situatia initiala pe cheltuiala sa. In acest caz Orange nu va fi obligat la plata contravalorii bunurilor/serviciilor asa cum au fost stabilite in cadrul comenzii.

7. TRANSFERUL PROPRIETATII SI AL RISCULUI

Transferul drepturilor de proprietate opereaza la momentul efectuării receptiei. Riscul contractului ramane in sarcina Furnizorului/Partenerului pina la momentul efectuării receptiei. Exceptie fac bunurile si serviciile care sunt realizate in conformitate cu specificatiile emise de Orange, specificatii cu privire la care Orange este titularul tuturor drepturilor de proprietate intelectuala in conditiile articolului PROPRIETATE INTELECTUALA din T&C prezente si pentru care transferul drepturilor de proprietate se realizeaza la momentul primirii specificatiilor de catre Furnizor/Partener.

8. GARANTIA OBIECTULUI COMENZII

Fara a aduce incalcarci niciunei dispozitii legale aplicabile (ex. garantia minima legata de 2 ani aplicabila bunurilor destinate consumatorilor finali), garantia obiectului comenzii este stabilita la minim 1 an de la data la care este efectuată receptia. Furnizorul/Partenerul se obliga sa remedieze orice defectiuni sau sa inlocuiasca pe cheltuiala sa orice parte a prestatiei sale care se dovedeste a fi nefunctionala sau care functioneaza defectuos, intr-un interval de timp rezonabil, astfel incit sa nu afecteze in nici un fel derularea activitatii in scopul in care a fost comandat. Pe parcursul perioadei de garantie Furnizorul / Partenerul se obliga sa intervina ori de cite ori Orange va reclama lipsa vreo unei functionalitati a bunurilor furnizate si/sau a serviciilor prestate, intr-un interval de timp rezonabil. Daca la expirarea perioadei de garantie, Furnizorul/Partenerul nu a procedat la repararea/inlocuirea necesara, perioada de garantie va fi prelungita pina la executarea completa a obligatiilor de garantie. Daca pe perioada de garantie a obiectului comenzii, un defect impiedica buna functionare a

1. APPLICABLE DOCUMENTS AND ORDER

1.1. The orders placed by Orange Moldova S.A. ("Orange") are governed by these General Terms and Conditions applicable to the Orders placed by Orange (the "T&C"), and also by the conditions enclosed in the order (if there is no valid agreement signed between Orange and the Supplier/Partner prior to the order's placement). In case of discrepancies, the specific conditions enclosed in an order issued without having an agreement in force will prevail over the T&C and shall be completed by the T&C where the order does not stipulate anything.

1.2. If the order is issued under a valid agreement signed by both parties, then the provisions of such agreement will prevail over the order, and both of them will be completed with the present T&C for the case of lack of provisions, except the situation when the order expressly refers to a referenced offer (specific for the performance of a certain service, in certain particular conditions), in which case such issued order will prevail over the contract and the T&C.

1.3. The order launch date is considered to be the date when the order is sent by Orange (via e-mail or fax) to the Supplier/Partner. An order will be considered accepted by the Supplier/Partner through a written notice sent to Orange (including via e-mail or fax) within 3 days from the launch moment, or within a different term expressly provided in the order or agreement, if applicable. Receipt by Orange of the Supplier/Partner's notice of acceptance will have as effect conclusion of a valid contract between the parties through distance communication means (if prior to the order launch date there is no valid agreement related to the order's object).

2. PRICE

The prices set in this Purchase Order are fixed and the Supplier/Partner must keep them unchanged once the order was accepted by it, except if the Supplier/Partner offers a cost reduction for Orange Moldova during deliveries. Orange Moldova will not be liable for extra charges of any kind, unless specifically agreed to in writing by Orange Moldova. Otherwise, i) Orange Moldova has the unilateral right to reject the respective Purchase Order without any compensation due and/or stop any future collaborations; and ii) at request of Orange Moldova, the Supplier/Partner has the obligation to pay to Orange Moldova a penalty of 10 % from the order value.

3. PAYMENT TERMS

3.1. Invoicing: Any payment will be made to the Supplier/Partner only if the goods/services were delivered/accepted, together with the invoice and, if applicable, the deed of acceptance. The invoicing conditions are mentioned in the order. The invoicing made by the Supplier/Partner before the term established in this clause doesn't trigger a payment obligation from Orange. The invoice shall be issued in the currency of the prices mentioned within the purchase order/contract or in case of Moldovan companies where the purchase order has been issued in other currency, in MDL at the BNM exchange rate valid at the invoicing date.

In the absence of a framework establishing the payment currency, the currency will be one of the following: EUR, USD, MDL or any other supplier's functional currency, under the condition that this currency to be fully convertible. The payment to foreign suppliers will be done in the currency established for the price, while payment to local suppliers will be done in MDL, at the BNM exchange rate valid at the invoicing date.

In order to be accepted by Orange, the invoices should be filled in with all identification data of both parties (entire companies name, full address, fiscal code, VAT code, issued date, delivery date, in case they do not correspond, bank account) pursuant to the provisions of Fiscal Code, as well as with the performed services and order number. In case supplier has changed his bank details, he has to notify the contact Buyer in due time before and prior to any invoice release with new identification data. In case a invoice with new identification data which was not prior sent to Orange for information is issued, Orange Moldova reserves the right to refuse it and sent it back to supplier till new identification data are confirmed and verified by Orange.

3.2. The bank fees afferent to the payments made based on this Order shall be supported by the Party making the payments, unless otherwise agreed by Parties. The amounts owed based on this Order shall be paid by bank transfer.

3.3. Payment terms: Payment will be made by Orange according to the term mentioned in the order.

4. PENALTIES IN CASE OF ORDER NON-EXECUTION

In case Provider/Partner is late in delivery of goods or performance of the services mentioned in the order or fails to perform them in accordance with the order, IM Orange Moldova SA may calculate and charge delay penalties, as follows: $P = V \times R / 1000$ where P - represents the value of penalties; V - is the value to which the penalty applies: this value is equal to the full value of the order in case of failure to fully execute the order, or the amount of non-executed services/ non-delivered goods; R - is the number of calendar days of delay.

5. TRANSPORT AND DELIVERY

If the transport is to be made by the Supplier/Partner, he will ensure the transport on its own expense and risk or up to the delivery place as mentioned in the order. In addition to the above mentioned, in case of accident, partial or total loss of shipment, Supplier/Partner will be liable for entire repair or replacement with identical products, in accordance with Orange decision, within the term established by Orange.

6. RECEPTION/ACCEPTANCE

Unless no specific checking operation is mentioned in order to accept/receive the provided goods and/or services, acceptance/reception will be deemed as performed by Orange as of date provided by any written document issued by Orange, such document being either an internal accounting document, a deed of acceptance or commercial correspondence with the Supplier/Partner. If Orange rejects the delivery as non-compliant with the order/contract, the Supplier/Partner has to take over the delivered goods and/or services on his own expense. If order performance involved changes in Orange equipment's, the Supplier/Partner has to bring them back to the initial condition, at his expense. In such cases, Orange shall not be liable to pay the price of the goods/services as per the order.

7. TRANSFER OF RISKS AND OWNERSHIP

Transfer of ownership (property rights) operates on the goods' reception date. The contractual risks will remain on the Supplier/Partner until the reception date. An exception from this rule will apply to the goods and services performed according to Orange specifications, specifications stressing that Orange is the owner of all intellectual property rights, as described in the article INTELLECTUAL PROPERTY from the present Terms and Conditions and for which the transfer of the property rights occur at the moment when specifications are received by the Supplier/Partner.

8. WARRANTY

Without limiting any applicable statutory provisions to the contrary (e.g. a minimum 2-year warranty term for goods for the end consumers), the warranty term of the goods and/or services delivered based on the order is set at minimum one year from the reception date. The Supplier/Partner is obliged to repair any malfunction or to replace on his own expense, any part of its deliverable which is not functional or has deficiencies, in a reasonable period of time, in order not to affect in any way the activity for which the good was ordered. During the warranty period, the Supplier /Partner is obliged to settle any issues claimed by Orange

bunurilor ce a facut obiectul comenzii si/sau a serviciilor prestate, perioada necesara aducerii la starea de functionare va suspenda perioada de garantie.

9. PROPRIETATE INTELECTUALA

Furnizorul/Partenerul va transfera catre Orange, toate drepturile de proprietate intelectuala asupra Rezultatelor comenzii, din momentul in care acestea au fost realizate. Orange si Furnizorul/Partenerul vor ramine proprietarii drepturilor lor de proprietate intelectuala si industrialia detinute anterior emiterii comenzii atasate. Orange nu este responsabil pentru drepturile de proprietate intelectuala contractate de Furnizor/Partener de la terti, in scopul executarii comenzii.

10. INCETAREA COMENZII:

-in mod automat, fara interventia instantei de judecata si fara alte formalitati, in cazul in care defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire;

-rezolutiunea de catre Orange, ca urmare a neexecutarii, executarii cu intarziere sau executarii defectuase de catre Furnizor/Partener a obligatiilor de predare a bunurilor sau prestare a serviciilor astfel cum sunt ele specificate in prezenta comanda. In acest caz rezolutiunea comenzii va opera de drept (fara interventia instantei), ca urmare a unui preaviz de 3 zile acordat de catre Orange Furnizorului/Partenerului, daca in termenul de preaviz de mai sus, Furnizorul/Partenerul nu si-a executat obligatia. In aceasta situatie, orice sume inaintate de catre Orange vor fi returnate in termen de 3 zile de la data la care Orange va solicita aceasta prin scrisore recomandata, cu confirmare de primire;

- revocare (reziliere) unilaterala din partea Orange, cu acordarea unui preaviz scris de 3 zile, in cazul obligatiilor cu executare succesiva de catre Furnizor/Partener. Incetarea comenzii nu are niciun efect asupra obligatiilor scadente intre parti.

11. DISPOZITII SPECIALE

Furnizorul/ Partenerul se angajeaza sa pastreze confidentialitatea tuturor informatiilor verbale, scrise (inclusiv in forma electronica) in posesia carora a intrat in legatura cu aceasta comanda si nu va dezvalui aceste informatii nici unei alte persoane (cu exceptia angajatilor si reprezentantilor sai care au nevoie de ele), fara a avea aprobarea prealabila scrisa a Orange. Angajamentul de confidentialitate va ramine in vigoare 5 ani dupa executarea comenzii.

12. LEGEA APLICABILA SI LITIGII

Prezenta comanda se supune legislatiei R. Moldova. Orice litigiu intre parti va fi solutionat de instanta de judecata competenta din Republicii Moldova.

13. PRACTICI ETICE - RESPONSABILITATEA COMPANIEI SI CODUL DE CONDUITA A FURNIZORULUI

Furnizorul /Partenerul declara ca este de acord cu Clauza de Responsabilitate Sociala Corporativa (CSR), de Conformitate si Codul de Conduita al Furnizorului ale I.M. Orange Moldova S.A. disponibile pe <https://www.orange.md/pagina-furnizorului> (<http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>).

14. DISPOZITII FINALE

Prin acceptarea comenzii Furnizorul/Partenerul garanteaza ca a analizat si a acceptat intergral Termenii si conditiile generale aplicabile comenzilor emise de Orange.

regarding any malfunctioning of the goods and/or services delivered under the order in a reasonable period of time. If at the end of the warranty period, the Supplier/Partner did not proceed to the required repair/replacement, the warranty period will be prolonged until the complete execution of the warranty obligation. If during the warranty period of the goods and/or services delivered based on the order, an error prevents the good functioning of the ordered goods and/or of the provided services, the period needed to remedy the deficiencies (restore normal functioning) will suspend the warranty period.

9. INTELLECTUAL PROPERTY

The Supplier/Partner will transfer to Orange, all intellectual property rights over the results of an order from the moment of their accomplishment. Orange and the Supplier/Partner will remain the rightful owners of the intellectual and industrial rights owned prior to the issue date of the order. Orange is not liable for any intellectual property rights contracted/obtained by the Supplier/Partner from third parties, with the purpose of order execution.

10. ORDER TERMINATION:

-immediately, without court intervention and no preliminary formalities, if the Supplier/ Partner terminates his activity, becomes insolvent or a dissolution procedure will be started against him

-termination by Orange, in case the Supplier/Partner does not fulfill or fail to fulfill properly its obligations to deliver/perform the goods and/or the services as they are specified by the present order. In this situation, the order termination will become effective after a prior 3 days? notice sent to the Supplier/Partner, without court intervention, if within the above mentioned notice term the Supplier/Partner did not fulfill its obligation. In this situation, any amount of money paid by Orange to the Supplier/Partner will be returned in 3 days from the moment when Orange requires repayment of the money through a written notice with confirmation of receipt.

- unilateral termination by Orange with a prior 3 days? notice for obligations with successive execution by the Supplier/Partner. The order termination does not have any effect on the outstanding parties' obligations.

11. PARTICULARLY PROVISIONS

The Supplier/Partner undertakes to maintain confidential all verbal, written (including electronic) information received in connection with this order, and will not disclose this information to any other person (except employees and their representatives who have a direct need to know them), without the prior written consent of Orange. The confidentiality obligations will remain in force for a five year term after the execution of the order.

12. THE APPLICABLE LAW

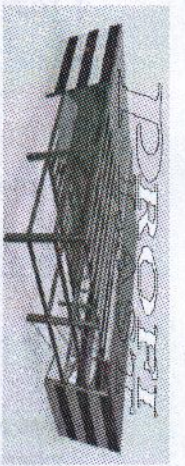
The present order will be governed by the Moldovan law. All the disputes will be judged by the competent Moldovan courts of law.

13. ETHICAL PRACTICES - THE RESPONSABILITY OF THE COMPANY AND SUPPLIER CODE OF CONDUCT

The supplier/Partner hereby undertakes to fully comply with the Corporate Social Responsibility, Compliance and Supplier Code of Conduct clauses of I.M. Orange Moldova S.A. available on <https://www.orange.md/pagina-furnizorului> (<http://www.fournisseurs.orange.com/en/web/guest/nos-fournisseurs>).

14. FINAL PROVISIONS

Through the accepting of the order the Supplier/Partner guarantees that he read and fully accepted the provisions of the "General Terms and conditions applicable to the orders placed by Orange".



FACTURA FISCALA

Formular tipizat

Seria, Nr. AAS 6167783

НАЛОГОВАЯ НАКЛАДНАЯ Серия, №

Адреса 1 la Ordinul Minister Finantelor al RM nr.118 din 28.08.2017

Data eliberării/data livrării 1 Iulie 2024
Дата выписки/дата поставки

8. Foaie de parcurs Путевой лист	seria серия	numar номер	data дата
9. Transportator Перевозчик			

1. Furnizor / Продавец: **Profiflăst SRL Chisinau str. Florilor 8/3 ap 81 c/d MD36VI000022510031566MDL B.C. VICTORIABANK S.A. fil.nr.3 Chisinau VICBMD2X416**

2. Cumparator / Покупатель: **Orange Moldova SA Chisinau str Alba Iulie 75 c/d MD64AG000000225110801767 ВСМОЛДОВА-АГРОИНВАНКС.А. fil.nr.4 Chisinau AGRNMD2X887**

3. Delegat / Делегат: **data / дата**

4. Documente anexate / Прилагаемые документы

5. Puncti incasate / Пункт получения: **10.1**

10.1	10.2	10.3	10.4	10.5	10.6	10.7	10.8	10.9	10.10	10.11	10.12
Denumirea marfii/lor, servicii si cod numeric al marfi / Наименование товаров, услуг и номенклатурный код товара	Unitate de masura / Единица измерения	Сantitatea / количество / объем услуг	Pret unitar fara TVA, lei / Цена единицы без НДС, левы	Valoarea totala fara TVA, lei / Общая сумма без НДС, левы	Cota TVA, % / Ставка НДС, %	Suma totala a TVA, lei / Общая сумма НДС, левы	Valoarea marfii/lor, servicii/lor, lei / Стоимость товаров, услуг, левы	Alta informatie / Другая информация	Tip ambalaj / Тип упаковки	Numar locuri / количество мест	Masa bruta / Масса брутто, тони
Servicii civile de reparatie spatiului de 203 B2B e12 HQ OMD ref 182111 din 17.05.24	шт	1	472 778,14	472 778,14	20%	94 555,63	567 333,77				
11. TOTAL (pe randuri) / Всего (по строкам)			472 778,14	472 778,14	X	94 555,63	567 333,77	X	X	X	
12. TOTAL (pe factura fiscala) / Всего (по накладной)			472 778,14	472 778,14	X	94 555,63	567 333,77	X	X	X	

13. Punct de emitere / Место выдачи: **Chisinau**

14. Predata bunurile (serviciile) / Сдан материал/услуги: **Chisinau**

15. Punctul de emitere intermediar (transportator): **Chisinau**

16. Predata bunurile intermediar (transportator): **Chisinau**

17. Punctul bunurilor (serviciilor) cumparator: **Chisinau**

Funcția, numele, prenumele și semnătura / Должность, фамилия, имя, подпись

Funcția, numele, prenumele și semnătura / Должность, фамилия, имя, подпись

Funcția, numele, prenumele și semnătura / Должность, фамилия, имя, подпись

Funcția, numele, prenumele și semnătura / Должность, фамилия, имя, подпись

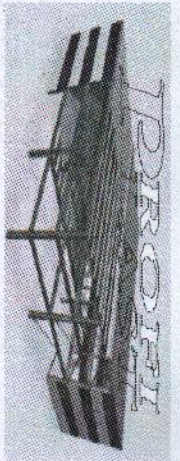


L.S. M.L.

FACTURA FISCALA

Seria, Nr.

AAS 6167784



Formular tipizat

Anexa 1 la Ordinul Minister Finantelor al RM

nr.118 din 28.08.2017

НАЛОГОВАЯ НАКЛАДНАЯ Серия, №

Data eliberării/data livrării 5 Iulie 2024
 Дата выписки/дата поставки

8. Foia de parcurs Лутевый лист	seria серия	numar номер	data дата
9. Transportator Перевозчик			

1. Furnizor / Продавец: **Profibrast SRL Chisinau str. Florilor 8/3 ap 81 c/d MD36V1000022510031566MDL B.C. VICTORIANBANK S.A. fil. nr. 3 Chisinau**
 VICBMD2X416

2. Cumparator / Покупатель: **Orange Moldova SA Chisinau str Alba Iulie 75 c/d MD64AG00000225110801767 BC MOLDOVA-AGROINDBANK S.A. fil. nr. 4 Chisinau AGRIMD2X887**

3. Delegeat / Делегированный: _____ data / дата _____ delegati / делегированный _____

4. Documente anexate / Прилагаемые документы: _____

5. Punct incasare / Пункт оплаты: _____

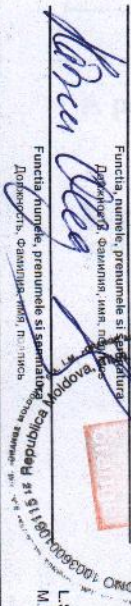
6. Punct descasare / Пункт разгрузки: _____

10.1	10.2	10.3	10.4	10.5	10.6	10.7	10.8	10.9	10.10	10.11	10.12
Denumirea marfurilor, serviciilor si cod nomenclator al marii / Наименование товаров, услуг и компектарный код товара	Unitate de masura / Единица измерения	Cantitatea marfurilor, volumul serviciilor / Количество товаров, объем услуг	Pret unitar fara TVA, lei / Цена единицы без НДС, левы	Valoarea totala fara TVA, lei / Общая сумма без НДС, левы	Cota TVA, % / Ставка НДС, %	Suma totala a TVA, lei / Общая сумма НДС, левы	Valoarea marfurilor, serviciilor, lei / Стоимость товаров, услуг, левы	Alta informatie / Другая информация	Tip ambalaj / Тип упаковки	Numar locuri / Количество мест	Masa bruta / Масса брутто, тони
Lucrari de reconfigurarea releta IT zona B2B ref 182112 din 17.05.24	шт	1	115 785,85	115 785,85	20%	23 157,17	138 943,02				
Lucrari de modificare cablaj electric, zona B2B ref 182113 din 17.05.24	шт	1	334 310,37	334 310,37	20%	66 862,07	401 172,44				
11. TOTAL (pe pagina)			450 096,22	450 096,22	X	90 019,24	540 115,46	X	X	X	
12. TOTAL (pe factura atasata) / Всего (пр. налоговой накладной)			450 096,22	450 096,22	X	90 019,24	540 115,46	X	X	X	



Funcția, numele, prenumele și semnătura / Должность, фамилия, имя, подпись
Director S. Sinculescu

Funcția, numele, prenumele și semnătura / Должность, фамилия, имя, подпись
Director S. Sinculescu



Funcția, numele, prenumele și semnătura / Должность, фамилия, имя, подпись
Director S. Sinculescu

ACT DE ACCEPTARE FINALA A SERVICIILOR ACORDATE

DEED OF FINAL ACCEPTANCE OF RENDERED SERVICES

Data/Date 05/07/2024

Ref.: Purchase Order №182113 date 17/05/2024

Referință: Comanda №182113 din 17/05/2024

Noi, subsemnați, ORDINATOR în persona
We undersigned, the PURCHASER in person of Mr.

Maria ROTARU, Chief Financial Officer
(name, surname and duties)

și ANTREPRENOR în persoana
and the SELLER in person of Mr.

Serghei SINETCHI, General Director
(name, surname and duties)

Am întocmit actul prezent privind faptul că serviciile au fost acordate și îndeplinite în stricta corespundere cu condițiile stipulate în caietul de sarcini și proiectul tehnic.

Have drawn the present deed with regard to a fact that the services were rendered and executed according to the strict correspondence of the technical tasks and technical project.

Lucrările beneficiază de un termen de garanție de 1(un) an

The works are subject to a warranty of 1 (one) year .

**Costul comenzii
Order's price**

lucrari de modificare cablaj electric, zona B2B	1	334310.37
Total:		334310.37
TVA 20%:		66862.07
Total (inclusiv TVA 20%):		401172.44

A primit / Accepted by: Orange Moldova S.A.

Maria ROTARU, Chief Financial Officer
(prenumele, numele, funcție / name, surname and duties)

A predat / Delivered by: "Profiplast" SRL

General Director Serghei SINETCHI
(prenumele, numele, funcție / name, surname and duties)



ACT DE ACCEPTARE FINALA A SERVICIILOR ACORDATE
DEED OF FINAL ACCEPTANCE OF RENDERED SERVICES

Data/Date 05/07/2024

Ref.: Purchase Order №182112 date 17/05/2024

Referință: Comanda №182112 din 17/05/2024

Noi, subsemnați, ORDINATOR în persoana
We undersigned, the PURCHASER in person of Mr.

Maria ROTARU, Chief Financial Officer
(name, surname and duties)

și ANTREPRENOR în persoana
and the SELLER in person of Mr.

Serghei SINETCHI, General Director
(name, surname and duties)

Am întocmit actul prezent privind faptul că serviciile au fost acordate și îndeplinite în stricta
corespundere cu condițiile stipulate în caietul de sarcini și proiectul tehnic.

*Have drawn the present deed with regard to a fact that the services were rendered and executed
according to the strict correspondence of the technical tasks and technical project.*

Lucrările beneficiază de un termen de garanție de 1(un) an
The works are subject to a warranty of 1 (one) year .

Costul comenzii
Order's price

lucrari de reconfigurarea retea IT, zona B2B	1	115785.85
Total:		115785.85
TVA 20%:		23157.17
Total (inclusiv TVA 20%):		138943.02

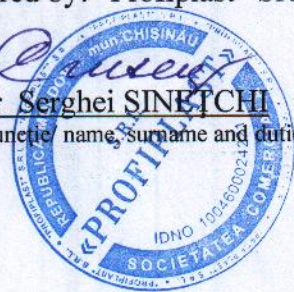
A primit / Accepted by: Orange Moldova S.A.

Maria ROTARU, Chief Financial Officer
(prenumele, numele, funcție/ name, surname and duties)



A predat / Delivered by: "Profiplast" SRL

General Director Serghei SINETCHI
(prenumele, numele, funcție/ name, surname and duties)



PURCHASE ORDER



Purchase order no / Numar comanda	185431	CSC no:	
Purchase order date / Data comanda	27-NOV-2024	LC no:	DIVS/10445/FD

Supplier / Furnizor		Purchaser / Cumparator		Invoice address / Adresa facturare	Delivery address / Adresa livrare
Supplier / Furnizor	Profiplast SRL	Purchaser / Cumparator	IM Orange Moldova SA	IM Orange Moldova SA str. Alba Iulia 75 Chisinau, 02071 Moldova, Republic of	str. Alba Iulia 75, Chisinau, MD-2071, Moldova, Republic of
Address/ Adresa	str.Florilor 8/3 Chisinau	Requestor/ Beneficiar	HANCU, Mr. Oleg		
Country/ Tara	Moldova, Republic of	Tel	069198221		
Contact	Sinetchi Serghei	E-mail	oleg.hancu@orange.com		
Tel/Fax	+373 22-21 16 07			Purchasing Division / Departament achizitii:	At: HANCU, Mr. Oleg Tel: 069198221
				BEJAN, Mr. Marian Tel: 069198679	

***NOTES:**

All prices and amounts on this order are expressed in MDL. Purchase order number must be specified on the invoice, otherwise it can't be accepted
 Toate preturile aferente acestei comenzi sunt exprimate in MDL. Numarul comenzii trebuie sa apara obligatoriu pe factura, altfel aceasta poate fi returnata si refuzata la plata.

Line no	Description of the goods or services/ Descrierea bunurilor sau serviciilor	UOM / UM	Quantity/ Cantitate	Unit Price, MDL (VAT excl)	Amount, MDL (VAT excl)	Delivery date/ Data livrare
1	Lucrari de reparatie curenta a spatiilor sanitare				281,981.33	28-DEC-2024
2	Lucrari de remodelare/reconstructie a retelelor de electricitate				356,553.41	28-DEC-2024
3	proiectul TEBAS - lucrari de remodelare/reconstructie a retelei IT				159,802.90	28-DEC-2024
4	Lucrari de reamenajare sistema HVAC				735,662.85	28-DEC-2024
5	Lucrari de reparatii/renovari si reconstructii, conform devizului aprobat OMD				1,644,964.71	28-DEC-2024
				TOTAL	3,178,965.20	

Comments / Comentarii:

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Payment Conditions/ Conditii de plata	Invoice Conditions/ Conditii de facturare	Payment terms/ Termeni de plata	Delivery conditions/ Conditii de livrare
		60 days from invoice date	Incoterm

ATANASIU , Ms. Raluca-Andreea
 Head of Purchasing and Supply Chain

ROTARU , Ms. Maria
 Chief Financial Officer



FACTURĂ FISCALĂ
НАЛОГОВАЯ НАКЛАДНАЯ

Seria, Nr.
Серия, №

EAU000262182

Data eliberării / data livrării / Дата выписки / дата поставки		30.12.2024 / 30.12.2024		număr: / номер		data: / дата	
Furnizor: / Поставщик				9. Transportator / Перевозчик		c.f./ nr.TVA / ф.к./ код НДС	
S.C. PROFIPLAST S.R.L., SEC.RISCANI Florilor nr.8 bl.3 of.81 Cont MD36V1000022510031566MDL, B.C.'VICTORIABANK'S.A. fil.nr.3 Chisinau, VICBMD2X416						1004600024221 / 0604889	
Cumpărător/beneficiar: / Покупатель/получатель						c.f./ nr.TVA 1003600106115 / ф.к./ код НДС 7800044	
I.M. ORANGE MOLDOVA S.A., SEC.BUIUCANI Alba-Iulia nr.75							

Delegație seria / Доверенность серия				număr / номер				data / дата				delegatul / делегированный				4. Documente anexate / Прилагаемые документы				Act			
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Punct încărcare / Пункт погрузки						6. Punct descărcare / Пункт разгрузки						7. Redirișări / Переадресовки					
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10.1 enumera mărurilor/activelor, serviciilor și codul poziției tarifare al mărfii/activului Наименование товаров/активов, услуг и код товарной позиции товара/актива	10.2 Unitate de măsură Единица измерения	10.3 Cantitatea mărfurilor/activelor, volumul serviciilor Количество товаров/активов, объем услуг	10.4 Preț unitar fără TVA, lei Цена единицы без НДС, лев	10.5 Valoarea totală fără TVA, lei Общая сумма без НДС, лев	10.6 Cota TVA, % Ставка НДС, %	10.7 Suma totală a TVA, lei Общая сумма НДС, лев	10.8 Valoarea mărfurilor/activelor, serviciilor, lei Стоимость товаров/активов, услуг, лев	10.9 Altă informație Другая информация	10.10 Tip ambalaj Тип упаковки	10.11 Număr locuri Количество мест	10.12 Masa brută, ton Масса брутто, тонн
reparatie curenta a spatiilor sanitare pt.ref 185431 din 27.11.2024	buc	1	281981.33	281981,33	20	56396,27	338377,60				
lucrari de remodelare /reconstrucție a rețelelor de electricitate pt.ref 185431 din 27.11.2024	buc	1	356553.41	356553,41	20	71310,68	427864,09				
obiectul TEBAS -lucrari de remodelare/reconstrucție rețelei IT pt.ref 185431 din 27.11.2024	buc	1	159802.90	159802,90	20	31960,58	191763,48				
lucrari de reamenajare sistemul HVAC pt.ref 185431 din 27.11.2024	buc	1	735662.85	735662,85	20	147132,57	882795,42				
lucrari de reparatii /renovari si constructii,conform vizului aprobat OMD pt.ref 185431 din 27.11.2024	buc	1	1644964.71	1644964,71	20	328992,94	1973957,65				
TOTAL (pe factura fiscală) / Всего (по налоговой накладной)											0,00
				3178965,20	X	635793,04	3814758,24	X	X	X	

4. Permis eliberarea: / Отпуск
director SERGHEI SINETCHI
Издатель: _____
Funcția, numele, prenumele, semnătura / Должность, фамилия, имя, подпись

Aplicată semnătura electronică de către Furnizor / Применена электронная подпись Поставщика 30.12.2024

5. Predat mărfurile/activele (serviciile): / Сдал товары/активы (услуги)
director SERGHEI SINETCHI

Funcția, numele, prenumele, semnătura / Должность, фамилия, имя, подпись

Aplicată semnătura electronică de către Furnizor / Применена электронная подпись Поставщика 30.12.2024

L.S.
6. Primit mărfurile/activele intermediarul (transportatorul):
Принял товары/активы посредник (перевозчик)

Funcția, numele, prenumele, semnătura / Должность, фамилия, имя, подпись

7. Predat mărfurile/activele intermediarul (transportatorul):
Сдал товары/активы посредник (перевозчик)

Funcția, numele, prenumele, semnătura / Должность, фамилия, имя, подпись

8. Primit mărfurile/activele (serviciile) / Принял товары/активы (услуги)
cumpărătorului/beneficiarul: / покупатель/получатель
contabil SNEJANA NISTEROVSCHI

Funcția, numele, prenumele, semnătura / Должность, фамилия, имя, подпись

Aplicată semnătura electronică de către Cumpărător / Применена электронная подпись Покупателя 17.01.2025

ACT DE ACCEPTARE FINALA A SERVICIILOR ACORDATE

DEED OF FINAL ACCEPTANCE OF RENDERED SERVICES

Data/Date 30/12/2024

Ref.: Purchase Order №185431 date 27/11/2024

Referință: Comanda №185431 din 27/11/2024

Noi, subsemnați, ORDINATOR în persona
We undersigned, the PURCHASER in person of Mr.

Maria ROTARU, Chief Financial Officer

(name, surname and duties)

și ANTREPRENOR în persoana
and the SELLER in person of Mr.

Serghei SINETCHI, General Director

(name, surname and duties)

Am întocmit actul prezent privind faptul că serviciile au fost acordate și îndeplinite în stricta corespundere cu condițiile stipulate în caietul de sarcini și proiectul tehnic.

Have drawn the present deed with regard to a fact that the services were rendered and executed according to the strict correspondence of the technical tasks and technical project.

Lucrările beneficiază de un termen de garanție de 1(un) an

The works are subject to a warranty of 1 (one) year .

Costul comenzii

Order's price

Lucrari de reparatie curenta a spatiilor sanitare	1	281981.33
Lucrari de remodelare/reconstructie a retelelor de electricitate	1	356553.41
proiectul TEBAS – lucrari de remodelare/reconstructie a retelei IT	1	159802.90
Lucrari de reamenajare sistema HVAC	1	735662.85

Lucrari de reparatii/renovari si reconstructii, conform devizului aprobat OMD	1	1644964.71
Total:		3178965.20
TVA 20%:		635793.04
Total (inclusiv TVA 20%):		3814758.24

A primit / Accepted by: Orange Moldova S.A.

A predat / Delivered by: "Profiplast" SRL

Maria ROTARU, Chief Financial Officer
(prenumele, numele, funcție/name, surname and duties)

General Director Serghei SINETCHI
(prenumele, numele, funcție/ name, surname and duties)

Digitally signed by Sinetchi Serghei
Date: 2024.12.30 19:56:24 EET
Reason: MoldSign Signature
Location: Moldova



CHESTIONAR DE EVALUARE A SATISFACTIEI CLIENTULUI

Stimate Client,

Politica în domeniul managementului calitatii, precum și obiectivele stabilite prevăd furnizarea de servicii care satisfac așteptările și necesitățile clienților noștri, respectând cerințele legale aplicabile și alte cerințe la care am subscris.

Chestionarul își propune să afle opinia dumneavoastră referitor la calitatea serviciilor noastre și să ne sprijine în procesul de îmbunătățire, în strânsa corelare cu toate aspectele ce decurg din colaborarea noastră.

Vă rugăm să aveți amabilitatea de a răspunde întrebărilor cuprinse în chestionar, bifând varianta agreată.

1. Client / Date de identificare <u>IM Orange Moldova SA</u>				
Persoana (funcție, nume) care completează chestionarul <u>Cuciu Corina adm. de ofi.</u>				
Data: <u>ianuarie 2015, Alba Iulia 25, Tebas ed. 3</u>				
2. Serviciu comandat <u>Alba Iulia 25, ed. 3 Tebas</u>				
3. INTREBARI*	3p	2p	1p	0p
<small>*Punctajul se va acorda astfel: 3p-Opinie – Foarte buna/DA; 2p-Opinie Buna; 1p-Opinie-Satisfacatoare; 0p-Opinie-Nesatisfacatoare/NU.</small>				
3.1. Calitatea produselor si serviciilor Comentarii:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2. Gradul în care au fost respectate cerințele clienților Comentarii:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3. Respectarea termenelor stabilite, conform contractelor Comentarii:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4. Promptitudinea și cooperarea personalului Comentarii:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5. Păreră clientului asupra realizării produselor /serviciilor /nevoilor proprii, prin utilizarea produselor / serviciilor oferite de societate Comentarii:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.6. Raportul calitate/preț pentru produsele / serviciile oferite Comentarii:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.7. Produsele si serviciile achiziționate vă satisfac din punct de vedere al respectării așteptărilor personale și sociale? Comentarii:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Nota: Se completează de SC"PROFIPLAST" S.R.L.

Au fost inregistrate reclamatii fondate? / Motiv: _____

Punctajul se acordă astfel:

3p-Opinie – Foarte bună/DA; **2p**-Opinie –Buna; **1p**- Opinie –Satisfacatoare; **0p**-Opinie – Nesatisfacatoare/NU.

Gradul de satisfacție se acordă astfel: 0-6p – Nemulțumit; 7-13p – Mulțumit ; 14-21p – Foarte Mulțumit.

PUNTAJ TOTAL 14 → Gradul de satisfacție obținut este: foarte mulțumit

Chestionarul a fost analizat de: Cercasova Anna Reprezentant

Propuneri de îmbunătățire: —

Cuciu Corina

