

## **Contract DM - 0732**

### **for the manufacture and supply of Products**

Chisinau

July 01, 2024

“\_\_\_\_\_”, hereinafter referred to as the “Seller-Supplier” (hereinafter referred to as the Supplier), represented by Director \_\_\_\_\_, on the one side, and “MEDIA GALLERY” S.R.L., hereinafter referred to as the “Buyer”, represented by Director Oleg Sergeevich Hasanov, acting on the basis of the Charter, on the other side, collectively referred to as the “Parties”, have concluded the present contract as follows:

#### **1. THE SUBJECT OF THE CONTRACT**

- 1.1** The Supplier undertakes to manufacture and transfer, and the Buyer undertakes to accept and pay for the Products (advertising constructions and/or separate elements to them, hereinafter referred to as the Products). The range, quantity, technical characteristics, cost of the Products shall be determined by the Parties in the Order Specifications, which are Appendices to the present contract.

#### **2. TERMS OF DELIVERY**

- 2.1** The moment of acceptance and transfer of the Products under the present Contract shall be the transfer-acceptance of the Products by authorised representatives of the Supplier and the Purchaser upon delivery to the Republic of Moldova (Chisinau, G.Tudor str. 2B) by the Supplier's carrier.
- 2.2** Before dispatch of the products, the Buyer has the right to perform preliminary acceptance of the products at the Supplier's production and warehousing complex with the drawing up of the relevant Act on remarks.
- 2.3** Unloading of the Products shall be carried out by the Buyer on its own power or with the involvement of third parties. The Supplier shall not be liable for damage of the Goods during unloading at the Buyer's warehouse П.
- 2.4** Address of the Supplier's production and storage facility: \_\_\_\_\_.
- 2.5** The terms of delivery of the Products shall be agreed by the Parties for each delivery additionally in the relevant Order Specification, which are Appendices to the present Contract.
- 2.6** The products are delivered in specially prepared transport containers.

#### **3. PRODUCT OWNERSHIP**

- 3.1** The Supplier guarantees that the Products specified in clause 1.1. of the present Contract belong to him on the right of private ownership and are free from any claims from third parties.
- 3.2** The ownership on the Products, which are the subject of the present Contract, shall be transferred to the Buyer from the moment of signing of the shipping documents by the Parties and on condition of fulfilment of clause 4.4 of the present Contract in full.
- 3.3** The risk of accidental loss of the Products shall be borne by the Buyer from the moment the carrier delivers the Products to the Buyer at the address specified by the Buyer in accordance with Clause 2.1 of the present Contract.
- 3.4** The drawings transferred to the Supplier for the manufacture of the Products are the property of the Purchaser and are provided to the Supplier only for the purpose of producing of the Order for the Purchaser. The Supplier is not authorized to use the transferred drawings for reproduction of advertising constructions for third parties.

#### **4. PRODUCT PRICE, DELIVERY TERMS, SETTLEMENT PROCEDURE.**

- 4.1** The price of the Products shall be set in USD currency and shall be fixed in the shipping documents. The price of the Products upon delivery to the Buyer includes customs clearance,

registration of the certificate of origin of the Products EUR.1, transport packaging, transport of the Products to Chisinau, G. Tudor str. 2B (Republic of Moldova).

- 4.2** The price of the Products and the total amount of the Order agreed by the Parties shall be determined by the Price Agreement Protocol, which is an Appendix to the present Contract.
- 4.3** The Product manufacturing term shall be fixed in the Order Specification, which is an Appendix to the present Contract, and shall be calculated from the moment of signing of the present Contract and compliance with clause 4.4 of the present Contract on advance payment.
- 4.4** The payment shall be made by transfer of funds by the Buyer to the Supplier's settlement account in the amounts and on the dates according to the payment schedule in the Appendices to the present Contract.
- 4.5** The Notification of the progressive availability of the Products shall be sent to the Purchaser by e-mail or by letter.
- 4.6** The date of payment under this Contract shall be deemed to be the date of receipt of funds to the Supplier's settlement account.
- 4.7** The Supplier undertakes to deliver the Products for shipment to the Purchaser or to a transport organisation (carrier) within 5 (Five) working days from the date of final payment.
- 4.8** By this Contract the Parties have agreed on the possibility of early manufacture of the Products.
- 4.9** In case the Buyer fails to comply with clause 4.4 or violates the terms of payment for the Products, the Supplier shall be entitled to unilaterally change the term of delivery of the Products under the present Contract.

#### 5. DELIVERY-ACCEPTANCE CONDITIONS

- 5.1** The Products, the delivery of which is the subject of the present Contract, shall be accepted by the Buyer in quantity and configuration.
- 5.2** The transfer of the Products is made on the basis of the original power of attorney for its receipt or the seal of the organization.
- 5.3** Upon the receipt of the delivered Products from the transport organization, the Buyer shall verify the conformity of such Products with the terms and conditions of the present Contract. In case of detection of discrepancies, damage of the cargo and (or) packaging, the Buyer undertakes immediately to notify about it the Supplier (on the same working day) by any of the following means: e-mail and phone call, as well as to draw up a bilateral Act of presenting of Damage with the participation of the carrier, a copy of which shall be sent to the Supplier by e-mail within 2 (Two) subsequent working days.. In case of detection of defects/damage of the delivered Products, the Buyer undertakes to submit a photo report of the damaged/defective Products for inspection.
- 5.4** If the Purchaser refuses to sign the shipping documents and fails to submit a reasoned refusal to sign them within three (3) working days from the moment (date) of delivery of the Products by the carrier to the Purchaser in accordance with Clause 2.1 of the present Contract, the Supplier's obligations under the present Contract shall be deemed to have been duly fulfilled.

#### 6. SUPPLIER WARRANTIES.

- 6.1** The warranty period for the Products is set by the Supplier at 1 (One) year, the warranty period for materials (from which the Products are made) is set by the Supplier at 5 (Five) years.
- 6.2** The Supplier guarantees delivery of the Product components during the warranty period in case of their failure.
- 6.3** The Supplier shall, within ten (10) working days from the moment of receipt of the failed unit or mechanism, ship the units or mechanisms required by the Purchaser.
- 6.4** Warranty obligations shall be terminated in the following cases:
  - 6.4.1 Violations of the Instructions for assembly, installation and operation of the Products.
  - 6.4.2 Interference of third parties.
  - 6.4.3 Acts of force majeure.
  - 6.4.4 Use not for the intended purpose.
- 6.5** The Supplier reserves the right to make design changes of the Products without changing the main parameters and consumer properties.

## 7. RESPONSIBILITIES OF THE PARTIES

- 7.1** The Party that failed to fulfil or improperly fulfilled its obligations under the present Contract shall be liable unless it proves that the proper performance of obligations was impossible due to force majeure, i.e. extraordinary and unavoidable circumstances under specific conditions of a particular period of time. Force majeure circumstances are defined by the Parties as follows: natural phenomena (earthquake, flood, lightning strike, volcanic eruption, mudflow, landslide, tsunami, etc.), temperature, wind force and precipitation level in the place of fulfilment of obligations under the Contract, which exclude normal life activity for a person; moratorium of governmental and administrative authorities; strikes and other circumstances that may be defined by the Parties as force majeure for proper fulfilment of obligations under the present Contract.
- 7.2** A document issued by the relevant competent authority is sufficient proof of the existence and duration of force majeure.
- 7.3** In the event of unilateral termination of the Contract at the initiative (fault) of the Purchaser, 50% of the amount transferred at the time of termination shall be non-refundable and shall be credited by the Supplier as compensation for materials used by the manufacture of the Products and as penalties for early termination of the Contract.
- 7.4** In case of unilateral termination of the Contract at the initiative (fault) of the Supplier, the Supplier is obliged to return to the Purchaser 100% of the transferred amount plus 10% of the transferred amount at the time of termination, as a penalty for early termination of the Contract.
- 7.5** For non-fulfilment or improper fulfilment of the conditions of the present Contract, the Parties shall bear material responsibility in accordance with the legislation of the Republic of Moldova and the conditions of the present Contract.
- 7.6** For late delivery of the Products, the Supplier shall pay to the Buyer a penalty at the rate of 0.01% of the prepaid amount for each day of delay, but not more than 10% of the prepaid amount.
- 7.7** For late payment under the present Contract, the Purchaser shall pay to the Supplier a penalty at the rate of 0.01% of the outstanding amount for each day of delay, but not more than 10% of the underpaid amount.
- 7.8** Copying the Products with the same design features (parts, profiles, sub-assemblies, developed and transferred drawings by MEDIA GALLERY S.R.L.) and setting up its own production is FORBIDDEN.
- 7.9** For violation of clauses 7.8. the Purchaser shall pay to the Supplier a compensation of USD 20,000 (Twenty thousand).
- 7.10** Payment of penalties does not release either Party from the proper fulfilment of the Contract in its entirety.
- 7.11** Payments of fines and penalties shall be made within 5 (Five) banking days from the moment of submission of a written request of the Party in respect of which there was non-performance / improper performance of obligations by the other Party, unless the Parties have agreed otherwise.

## 8. DISPUTE RESOLUTION PROCEDURE.

- 8.1** Disputes and disagreements that may arise in the course of fulfilment of the terms and conditions of the present Contract, the Parties shall endeavour to resolve through negotiations.
- 8.2** In the case of failure to reach an agreement, the dispute between the Parties shall be referred to the relevant judicial authorities in the Republic of Moldova for resolution.

## 9. AMENDMENT, ADDITION, CANCELLATION, OF THIS CONTRACT.

- 9.1** The present Contract may be amended and/or supplemented by the Parties on the basis of their mutual consent and the presence of objective reasons causing such actions of the Parties.
- 9.2** The present contract may be cancelled by agreement of the Parties.
- 9.3** Any agreements of the Parties on amendment and/or supplement to the terms and conditions of the present Contract, as well as its cancellation, shall be valid if they are made in writing, signed by the Parties and sealed by the seals of the Parties.

#### 10. THE EFFECT OF THE PRESENT CONTRACT OVER TIME.

- 10.1** The present Contract shall come into force from the date of its signing by the Parties and shall remain in force for 5 (Five) years and until the Parties fulfil their obligations hereunder in full.
- 10.2** Fulfilment of obligations under the present Contract shall not release the Parties from liability for violations, if any, that occurred during the fulfilment of the terms and conditions of the present Contract.
- 10.3** The present Contract has been concluded between the Parties - participants indicated below, in two languages (English and Romanian) signed in two copies: one for each of the Parties, both copies having equal legal force.

#### 11. SPECIAL CONDITIONS.

- 11.1** The Contract transmitted by e-mail shall have the legal effect of an original until such time as the originals confirm this fact.
- 11.2** In the case of change of the legal address, bank details, shipping details, each of the Parties shall notify the other Party thereof within 5 (Five) working days and bear the risk of consequences caused by the other Party's failure to have the specified information. The said changes shall come into force for the other Party from the date of their receipt.
- 11.3** Any notice, communication or information related to the performance, amendment or termination of the present Contract, unless otherwise expressly provided by this Contract, shall be sent by the Parties in writing, to the address of the location of the other Party by registered mail with acknowledgement of receipt or by courier with delivery to the addressee against receipt. Notices, messages or information sent by courier or by post shall be deemed to have been delivered when received by the addressee.

#### 12. CONFIDENTIALITY.

- 12.1** The Parties undertake not to disclose confidential information and not to use it except for the purposes of fulfilment of obligations under the present Contract. The Party to whom the confidential information has been provided undertakes to take measures to protect it no less than those taken by it to protect its own confidential information.
- 12.2** Confidential information shall be deemed to be information received within the framework of the present Contract and containing, but not limited to: trade secrets, personal data or other information protected by law or information which at the moment of its transfer is marked by the transferring party with the stamp "Confidential" or "Strictly Confidential" with indication of the full name and address of the location of its owner.
- 12.3** The Party, which allowed disclosure of confidential information or failed to fulfil other requirements to ensure its confidentiality, shall be liable in accordance with the legislation in force of the Republics of Turkey and Moldova.
- 12.4** Confidential information may be provided to the competent state authorities in cases and in the manner prescribed by the legislation in force of the Republic of Turkey and the Republic of Moldova, which does not entail liability for its disclosure.
- 12.5** The obligations of the Parties set out in this section shall continue during the term of the present Contract and for a period of three (3) years after its termination..

#### 13. APPENDICES:

- 13.1** Annex N 1 - Specification.
- 13.2** Annex N 2 - Protocol of price agreement.

#### 14. ADDRESSES AND BANK DETAILS OF THE PARTIES

"Seller-supplier."	"Buyer."
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