

June 17, 2024

**Development of JDocs warehouse management system
Contract Agreement no. 17/06/24**

Vinaria Co., Ltd. in the Japan, Nunome 368-7, Toyama, Japan, 930-2233, represented by **Gutu Dorin**, Director, Tel: +81-76-456-7603, Email: tech@dokolink.com operating under the Statute, hereinafter referred to as "**Client**", on the one hand,

and **RETROCONS S.R.L.**, fiscal code 1008600018075, represented by **Mr. Sergiu Gafton**, Director, acting under the Statutory Charter of RETROCONS S.R.L., hereinafter referred to as "**Contractor**" on the other hand, agreed to enter into the following Agreement on the following terms:

1. OBJECT OF THE AGREEMENT

1.1. The Contractor undertakes to provide the Client with the development services of the " JDocs warehouse management system IT platform stage 1", (hereinafter "Services"), , as provided for in the stages of implementation of the Services, according to the Terms of Reference (Annex 1).

1.2. The Contractor is obliged to deliver Services in a professional manner, according to the Technical and financial offer submitted and highest ethical standards.

2. TERMS OF AGREEMENT

2.1 The Agreement is valid until 01102024.

2.2. The term of this Agreement can be extended with the agreement of both Parties.

3. PAYMENT CONDITIONS

3.1. The Client agrees to pay for the Services to the Contractor the sum of **USD 65 364,70** (sixty-five thousand three hundred sixty-four dollars and seventy cents)

3.2. The payment will be made according by Annex no.1 and only after the acceptance of the report on the completion of the respective stage by the Project Manager from the Beneficiary. The report will contain all the information necessary to demonstrate, track and evaluate the volume and quality of services provided, with the annexation of the results produced.

3.2. Following the acceptance of the Act of delivery and acceptance by the Client, the Contractor will submit an invoice to the Client for each phase.

3.3. The payment is done in USD, by transfer, to the bank account provided by Contractor, at the rate of the Client's donor on the day of payment.

3.4. The payment will be done within 3 working days from the moment of receiving the invoice and only after the Act of acceptance was accepted by the Beneficiary.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Contractor is entitled to:

4.1.1. Timely and integral pay for the services, in accordance with the clauses of this Agreement;

4.2. The Contractor is obliged:

4.2.1. To fulfil conscientiously his/her obligations as stipulated by this Agreement;

4.2.2. To carry out the duties with respect of quality, as stipulated by this Agreement;

4.2.3. To respect the confidentiality of all the information provided in the process of rendering Services.

4.3. The Client is entitled to:

4.3.1. To ask the Contractor to fulfil the obligations stipulated by the present Agreement;

4.3.2. To control and to assess the Contractor according to the terms, quality and volume of the provided Services.

4.4. The Client is obliged:

4.4.1. To follow this Agreement and the legislation in force;

4.4.2. To pay the Services rendered by the Contractor on time and in full.

5. RESPONSIBILITIES OF PARTIES

5.1. The Parties are responsible for fulfilment of their obligations as stipulated by this Agreement.

5.2. In case when one of the Parties does not fulfil his obligations as stipulated by this Agreement, breaching Party will pay to the other Party all the damages suffered thereon.

5.3. The Client will not be responsible for the failure to fulfil obligations according to this Agreement, in case if the Contractor does not fulfil his obligations.

5.4. In case the Contractor divulges any information received from the Client, which is considered a commercial secret, the Contractor is responsible for the prejudice caused to the Client, according to the legislation of Japan.

6. FORCE MAJEURE

6.1. The parties are not responsible for the failure to fulfil the obligations as stipulated by the Agreement, if this is due to force majeure circumstances, including but not limited to military actions, blockades, earthquakes and actions of the state authorities.

7. ADDITIONAL CONDITIONS

7.1. This Agreement will come into effect as it is signed by the both Parties and will be effective until its termination, according to Article 2.1, 2.2 of this Agreement.

7.2. All the modification and amendments to this Agreement shall be an integral part of this Agreement.

7.3. All modifications to this Agreement will be valid only if they are done in written form and are signed by the authorized representatives of the both parties.

8. LITIGATIONS

8.1 In case when each of the parties starts a legal action to solve any of the litigations appeared between the parties, related to this Agreement, these litigations will be solved in competent courts of the Republic of Moldova, according to the legislation in force.

9. FINAL PROVISIONS

9.1. No stipulation of this Agreement can serve as an object of any Contract of Transfer.

9.2. This agreement is executed in English in 2 (two) copies, each of them having equal legal power, one for the Client, and one for the Contractor.

10 ADRESELE PĂRȚILOR

CLIENT

VINARIA CO., LTD.

Company Address: Nunome 368-7, Toyama, Japan,
930-2233

Tel: +81-76-456-7603

Email: tech@dokolink.com

Dorin Gutu
Director

10 ADDRESSES OF THE PARTIES

CONTRACTOR

RETROCONS S.R.L.

Company Address: Bucurei 1, Chișinău, Moldova

Banking details: BC „OTP BANK” S.A.

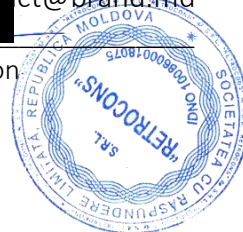
BIC/SWIFT: MOBBMD22

IBAN: MD27MO2224ASV48812547100

Tel: +37369112300

Email: contact@brand.md

Sergiu Gafton
Director



Avertizare privind protecția datelor cu caracter personal: În conformitate cu Legea nr. 133 din 08.07.2011 privind protecția datelor cu caracter personal, în special art. 4 alin. (1) lit. c), art. 29 alin. (1), art. 30 alin. (1) și art. 31 alin. (1), semnăturile și alte elemente care pot permite identificarea persoanelor fizice au fost hașurate/depersonalizate în copiile prezentate, pentru limitarea prelucrării datelor la ceea ce este adecvat, pertinent și neexcesiv, precum și pentru asigurarea confidențialității și securității datelor. Contractele integrale care conțin semnături vor fi prezentate doar la cerere, către persoanele sau autoritățile îndreptățite, în condițiile legii.