



**DISTRIBUTORSHIP AGREEMENT**

**BMC OTOMOTİV SANAYİ VE TİCARET ANONİM ŞİRKETİ**

**&**

**S.R.L. AGROTRAC PRIM**

**DISTRIBUTORSHIP AGREEMENT**

## 1. PARTIES

This Distributorship Agreement ("**Agreement**") is executed on 10.09.2024 ("**Signature Date**") by and between;

**BMC Otomotiv Sanayi ve Ticaret Anonim Şirketi** (hereinafter referred to as "**BMC**") whose registered office is at Kemalpaşa Mah. Kemalpaşa Caddesi No: 288 Pınarbaşı 35060, İzmir Türkiye and

**S.R.L AGROTRAC PRİM** (hereinafter referred to as "**Distributor**") whose registered office is at MD-4839, str A. Mateevici 99.A, s. Stauceni, mun. Chisinau, R. Moldova

BMC and Distributor are collectively referred to as the "**Parties**" and individually as a "**Party**".

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 2. DEFINITIONS

**Region:** means anywhere within the geographical borders of Moldova.

**Service:** means any kind of services that the Distributor will provide to customers in relation to the Products.

**Calendar Year:** means each 12 month period starting from the date of signature of the Agreement.

**Products:** means any commercial trucks and city buses manufactured or to be manufactured by BMC.

**Legislation:** means any legislation related to BMC and/or the Distributor, which is in force at the date of signature of the Agreement and which may be amended or newly adopted during the validity of the Agreement.

## 3. SUBJECT OF AGREEMENT

**3.1.** The subject of the Agreement is to grant herein to the Distributor the right to purchase from BMC the Products manufactured or to be manufactured by BMC and to resell them on its own behalf and account within the Region specified in the article of Definitions of the Agreement.

**3.2.** Subject to the terms of the Agreement, the Distributor is authorized by BMC as the exclusive Distributor of Products in order to sell the Products within the Region and the Distributor accepts this duty.

The Distributor shall effectively promote the sales of the Products on the market of the Region and shall use its maximum effort to evaluate all the opportunities on the market in order to maximize the market share of all models of the Products.

**3.3.** This Agreement is a distributorship agreement. The Agreement does not expressly or implicitly grant the Distributor the representation or agency right or, without prior written consent of BMC, the right or authority to undertake or create any obligation or liability on behalf or for account of BMC or to bind BMC in any way. Furthermore, the Distributor cannot act as agent in any sales to be performed directly or indirectly by third parties. No partnership shall be established with third parties in respect of the implementation of the provisions of the Agreement.

The Distributor sells in its own name and for its own account, in the Region, the Products that it purchases from BMC as an independent contractor. As an independent contractor, the Distributor shall operate at its own costs and have complete authority over the means and methods and techniques for performing and fulfilling its obligations and this Agreement and shall be solely responsible for all of its employees as well as transactions and its expenses arising from the carrying out of this Agreement. While conducting its activities, the Distributor is bound by the Legislation applicable in the Region including but not limited to the consumer protection, labour and social security, tax, anti-bribery rules, etc.



**3.4.** The Distributor is obligated to sell on its own behalf and account the above-defined Products within the Region specified in this Agreement in accordance with the terms of the Agreement and carry out the Services. BMC may change products, add new products to its sales network and remove some products from the sales by notifying the Distributor in advance but without prior approval of the Distributor. Distributor agrees and undertakes that BMC shall not have any compensation liability towards the Distributor arising out of or in connection with such changes.

#### **4. AUTHORIZATION TO SELL**

**4.1.** This Agreement grants to the Distributor the exclusive authorization to sell within the Region. The Distributor will only be able to sell the Products within the Region. The Distributor shall not in any way advertise, market or sell the Products outside the Region defined in the Agreement without the prior written consent of BMC.

**4.2.** The Distributor shall use its maximum effort to increase and continue the sales of the Products within the Region allocated to the Distributor. If an order is received by the Distributor from a different region, this order shall be immediately notified in writing to BMC by the Distributor and such order shall be performed by BMC or the relevant regional distributor in the said region, if any. In this case, the Distributor shall not have any claim of whatever nature from BMC regarding such sale.

If an order is received by BMC from the Region defined in the Agreement, BMC shall notify the Distributor in writing and the order shall be supplied primarily by the Distributor. If, within the 2 (two) days as from BMC's notification date, the Distributor does not reply in writing to the notification of BMC or if the Distributor notifies BMC that the order cannot be supplied, the relevant order may be supplied by BMC. In this case, the Distributor shall not have any claim of whatever nature from BMC regarding such sale.

**4.3** Any tender, project, procurement and service work including public tenders within the boundaries of the Region shall be deemed included in this Agreement. However, if the Distributor does not enter into a tender for any reason; the Distributor shall immediately notify BMC in writing accordingly and BMC shall be entitled to sell directly on these tenders or projects organized by the official bodies or municipalities held in the Region. In this case, in principle, the Distributor shall not have any claim of whatever nature from BMC regarding such sale; however, the Distributor and BMC may execute a written protocol as an exception of this rule.

**4.4.** The Distributor shall follow related tenders and/or projects within the Region, notify BMC in writing as soon as possible and act in co-operation with BMC for the fulfilment of the requirements. Unless otherwise agreed in writing by the Parties, BMC is not obliged to make any payment to the Distributor for such cooperation. Upon the request of BMC, the Distributor shall act in co-operation with BMC, at its own expense if any, for the realization of the sales specified in this article by means of assisting in relevant negotiations, providing pre-delivery services, making deliveries and / or performing certain other services requested by BMC.

Without prejudice to the obligation of the Distributor to provide BMC with the required information and documentation related to the Distributor's activities if requested by BMC; all information exchange between BMC and the Distributor in respect of ultimate customers and required for the proper performance of this Agreement shall be in accordance with the legislation on the protection of personal data. The Distributor shall take necessary precautions for this purpose and comply with the instructions and procedures that BMC provides or explains at certain times in this matter.

The Distributor agrees, declares and undertakes that it shall share any information, documents and other documents obtained under this article within two (2) business days at the latest following the request of BMC.

The Distributor shall with due diligence keep BMC informed about its activities, customers and potential customers, sales and potential sales, market conditions and the state of competition (e.g. features and prices of competing products, marketing actions of competing firms, etc.) within the Region. The Distributor shall answer any reasonable request for



information made by BMC. The Distributor shall further keep BMC informed on, where relevant, (i) the Legislation in force in the Region to which the Products must conform (e.g. technical specifications, safety requirements, etc.) and (ii) concerning its activities, and shall obtain in the name and on behalf of BMC any authorization which might be necessary for distributing or selling the Products in the Region.

**4.5. Non-Competition Obligation** – Unless authorised in advance in writing by BMC, the Distributor shall not represent, manufacture, sell or distribute, in the Region or elsewhere (or be involved either directly or indirectly in the manufacture, sale or distribution of) and it undertakes that any of its shareholders, signatories, directors, executives and/or managers shall not represent, manufacture, sell or distribute (or be involved either directly or indirectly in the manufacture, sale or distribution of) any products which are in competition with the Products, for the Contract Duration. The Distributor shall especially not engage in acting as distributor, reseller, commission agent, agent or in any other similar way, for the benefit of third parties who manufacture or sell products which are in competition with the Products.

The Distributor may represent, distribute or manufacture any products which are not in competition with the Products, provided that it obtains prior written consent of BMC and that the exercise of such activity does not prejudice the fulfilment of its obligations under this Agreement. BMC shall not refrain from giving its approval for the situation under this paragraph without a just reason.

## **5. MINIMUM PURCHASE OBLIGATION**

**5.1.** The Distributor accepts that minimum quantities/amounts on which the Parties agree in writing in the Special Conditions set out under Annex-1 or in a table of supplementary protocols prior to each Calendar Year in various categories of the Products within the scope of this Agreement shall be the minimum purchase quantity for the relevant Calendar Year, and the Distributor undertakes to purchase the Products specified in the Agreement during such period.

**5.2.** The primary obligation of the Distributor arising from the Agreement is to comply with the minimum purchase obligation. The calculation of the minimum purchase obligation shall be reviewed at the end of each Calendar Year.

**5.3.** Should the Distributor fails to fulfil within the relevant Calendar Year the minimum purchase obligation set forth herein, BMC, without prejudice to its right under Article 5.2 and in addition thereto, may terminate the Agreement or narrow the Region which is allocated to the Distributor or appoint a new distributor to the Region with a unilateral written declaration. In the event that BMC uses one of its rights above, the Distributor shall not claim from BMC any right, indemnity or payment of whatever nature.

**5.4.** If the term of the Agreement is extended, the minimum purchase obligation shall be determined by the mutual agreement of the Parties in writing. If the Parties fail to determine the minimum purchase quantity for any Calendar Year in writing in advance, the minimum purchase quantity shall increase at the rate of 50% over the minimum purchase quantity of the preceding Calendar Year.

**5.5.** The Parties agree that, as long as this Agreement is in force, the Distributor is authorized to sell within the Region the Products specified in the Special Conditions annexed to this Agreement or in the future supplementary protocols. The Products within the scope of this Agreement shall be sold by BMC to the Distributor at the prices to be agreed prior to the final order pursuant to Article 6 of the Agreement and the options to be requested for the Products and the changes in tax amounts applied by the Republic of Turkey shall also be reflected in the prices by BMC. Products that are finally



ordered from the minimum purchase quantities cannot be cancelled or returned and shall be invoiced to the Distributor; provided that, if the tenders won by the Distributor are cancelled by official authorities for reasons not attributable to the Distributor and the related official correspondences are submitted by the Distributor, the cancellation of the final orders will be accepted.

## 6. TERMS OF SALES

**6.1.** BMC will sell the Products to the Distributor over the agreed price on each sales agreement/purchase order form. BMC reserves the right to amend the prices depending on the changes in the economic conditions in the country and on the tax changes by notifying in writing 3 months in advance. The Distributor is not entitled to object to the price changes. The new prices shall be applicable to all orders to be completed and invoiced after the new prices have entered into force. However, price changes will not be made during a period of time to be mutually agreed for the customers notified to BMC by the Distributor in writing and whose meetings are on-going.

**6.2.** The Distributor shall work by giving orders in writing to BMC. All orders given by the Distributor shall be deemed valid upon written notification of BMC that the orders are accepted. BMC shall be free to accept or refuse the Product orders at its sole discretion. However, BMC cannot use this discretion right against the Distributor, in violation of equity and good faith principles. If BMC cannot fulfil the orders due to the failure in the production, the failure to supply raw materials or materials, the non-availability of Product stocks, the failure in the production caused by the technical reasons in the facilities of the BMC and ordinary and / or extraordinary reasons similar to those and all kinds of economic reasons, the Distributor accepts and undertakes not to claim any damages, losses or compensation from BMC and not to render BMC liable for these reasons. Except force majeure, Products that undertaken to be delivered by BMC are not within the scope of the article.

**6.3.** Delivery, Transportation and Insurance are set out in the Special Conditions.

**6.4.** The security amount is set forth in the Special Conditions. Accordingly, as a security for the payment obligation of the Distributor arising from the Agreement, the Distributor shall submit a definite, partially payable, irrevocable bank letter of guarantee for an indefinite period of time through a reputable bank located in Turkey, payable upon first request of BMC at the date of signature of the Agreement in an lump-sum amount as set out in the Special Conditions, in the format specified under Annex-1 of this Agreement or in another format acceptable to BMC. As long as the bank letter of guarantee is not delivered to BMC, BMC may refrain from delivering any Product to the Distributor.

**6.5.** Terms of payment, delivery time, delivery term and unit price are set out in the Special Conditions or Sales Agreements. In all disputes, BMC's corporate financial and commercial records are binding. In any case, current signatory circulars of the Distributor shall be submitted to BMC together with the payment documents so as to check whether the payments documents have been issued by authorized persons.

**6.6.** The Distributor is responsible for the payment of all purchase prices under this Agreement. The Distributor may not refrain from making any payment related to any delivery under no circumstances by stating that the third parties with whom the Distributor is in a commercial relation delay the payment. Payments not made by the Distributor in due time shall be subject by BMC to a late charge at an annual rate on Euro equal to 3% (three percent) of this payment as from the due date. The existence of this Agreement is sufficient for the application of the late charge; no further action is required.

**6.7.** If it is clearly evident that the Products received by the Distributor are defective, the Distributor shall be obliged to



notify the BMC of such within 5 (five) days. If not clearly evident, the Distributor shall inspect the delivered Products within 8 (eight) days as from the delivery, and if it comes out that the Products are defective as a result of such inspection, shall notify BMC of such situation within such period. In case of the breach of or the failure to fulfil this obligation, the Products are deemed to be accepted. Hidden defects are reserved; if the existence of such a defect is detected afterwards, the Distributor shall be required to notify BMC immediately; if it does not, it shall be deemed to have accepted the delivered Product with such defect. To return a Product purchased by the Distributor, the defect of the Product shall emanate from a manufacturing defect. Otherwise, no Product is subject to a return. No return shall be accepted for any damage caused by the Distributor. Products sold by BMC to the Distributor are guaranteed by BMC in accordance with the legislation in Turkey and for a period of 2 (two) years from the invoice date / 200,000 km, whichever happens first.

## 7. TERMS OF RESALE BY THE DISTRIBUTOR

All activities related to the resale by the Distributor shall be conducted within the scope of the Agreement and the written recommendations that will constitute an integral part of this Agreement and will be set out at the times suggested by BMC.

BMC shall provide the Distributor with catalogues, hand-outs and other advertising materials to be printed or prepared in other ways in quantities that BMC deems appropriate. Additional quantities requested by the Distributor shall be subject to additional charges.

### 7.1. Resale:

**7.1.1.** Proposals sent by the Distributor to the customers shall be sent simultaneously to the e-mail address of [export@bmc.com.tr](mailto:export@bmc.com.tr) and to the database. On the last day of each calendar month, the Distributor will send a report to BMC regarding offers and state of stocks within the month.

**7.1.2.** The Distributor, its sales representatives and technical service staff shall participate in the training programs provided by BMC, the relevant transportation and accommodation expenses shall be borne by the Distributor.

**7.1.3.** Installation and technical service covered by the warranty shall be carried out at the expense of BMC and by the trained personnel of the Distributor. Warranted parts shall be supplied by the Distributor from its own stock. However, in the absence of the parts in the stock, warranted parts shall be supplied by BMC free of charge. Improper modification and repair, improper installation, improper or inadequate maintenance, misuse and neglect are not within the scope of warranty. Service and spare parts services shall be carried out in accordance with the provisions of the Authorized Service and Spare Parts Sales Agreement to be signed additionally.

**7.1.4.** While making sale to customers, the Distributor shall not make any negative statements about other companies operating in the sector, shall not provide false information about its Products, and shall not be in unfair competition. The Distributor shall provide complete, true and definite information about the Products to be sold or the system to be installed. The Distributor undertakes to comply, during the term of this Agreement, with the Legislation and the internal regulations and reasonable directions to be submitted by BMC to the Distributor and undertakes to ensure the compliance of its personnel. Without prejudice to any statutory rights, the Distributor shall indemnify BMC, fully and in cash, upon BMC's first written demand, without need to any other warning or notification or court order, together with the applicable interest of 9% accruing as of the date of the actual payment made by BMC, against unfair competition and any and all damages that may arise from the Distributor and/or its personnel's non-compliance with the Agreement, the Legislation and any internal regulations and reasonable instructions that BMC may transmit to the Distributor.



## **8. DISTRIBUTORSHIP ORGANIZATION**

**8.1.** Being an organization which carries out its business on its own behalf and account, the Distributor shall carry out, at its own expense, all operations such as employment of necessary and sufficient personnel, logistic support, provision of tools and equipment, establishment a website so that the services are operated in the best way and shall ensure the continuance of these operations within the term of this Agreement. The Distributor shall be liable for any damages and losses arising out of the use of any tools and equipment, and death or injury of its own personnel during the provision of the Services and shall take all necessary precautions in this respect. The Distributor shall be solely liable for all damages incurred by the third parties within the scope of the works and Services provided by the Distributor under this Agreement. The Distributor hereby accepts, undertakes and declares to hold harmless BMC from any claims or lawsuits and to indemnify BMC, fully and in cash, upon BMC's first written demand, without need to any other warning or notification or court order, together with the applicable interest of 9% accruing as of the date of the actual payment made by BMC, in the event that BMC incurs losses because of these reasons.

**8.2.** The Distributor is responsible for implementing the current Corporate Identity applications provided by BMC in the organizations that carry out its own activities and its sub-dealer activities.

**8.3.** The Distributor declares and undertakes that it is aware that BMC Corporate Identity Standards set out under Annex-4 are the most important feature in the conclusion of this Agreement, that it complies with these and that it shall continue to comply with BMC Corporate Identity Standards during the term of this Agreement. The Distributor shall not make any representation about the Products which are untrue, misleading and deceptive or which in BMC's reasonable opinion, are likely to adversely affect the reputation and goodwill of BMC or the Products.

The Distributor agrees that the continuation of the assignment undertaken with this Agreement depends on its compliance with BMC Corporate Identity Standards and if it fails to comply with these obligations, it undertakes to make necessary arrangements according to the written warnings of BMC and within the reasonable time to be granted with the said warnings. In case of breach of BMC Corporate Identity Standards, BMC's legal rights are reserved.

Pursuant to BMC Corporate Identity Standards, the Distributor shall display and maintain all marks indicating its inclusion in BMC Network in the main facility and/or the point of sales and/or the point of delivery in accordance with BMC Corporate Identity Standards and BMC's instructions for the display of BMC trademarks or trade names at the premises. The Distributor accepts and declares that the said trademarks, trade names or marks are the property of BMC and the Distributor shall protect them against the interference of third parties, and immediately notify BMC of such interventions.

**8.4.** Any written information or document provided by the Distributor to BMC during the term of this Agreement is accepted as true and accurate and if the contrary is proved, BMC reserves its right to request compensation from the Distributor of any damages it may incur.

**8.5.** The Distributor may assign sub-dealerships within the Region provided that the sub-dealer shall work within the Region to which the Distributor is allocated and by obtaining written approval of BMC in advance. BMC does not have any contractual relation with the sub-dealer or any liability against the sub-dealer, but has the right to control the sub-dealer. If it is notices that the sub-dealer acts in a way that may harm the image of the Products or BMC or the delivery network created by BMC or the sub-dealer is in breach of the agreement signed with the Distributor or of this Agreement, BMC may request from the Distributor to terminate the sub-dealer relationship, reserving its right to be indemnified for



any of its damages. In this case, the Distributor shall take the measures requested by BMC within 15(fifteen) days from the receipt of the written request of BMC.

**8.6.** The Distributor will maintain the Products in accordance with their technical requirements. Any product defect arising from the failure to comply with the maintenance obligation is the Distributor's responsibility.

**8.7.** BMC reserves the right to make final decisions at its own discretion in its plans with regard to all marketing and promotional programs within the Region. Upon written request of the BMC, the Distributor shall be responsible for all advertising necessary to adequately promote the Products within the Region. Upon request of BMC, the Distributor agrees to regularly advertise and publicise the Products as well as BMC's name and trademarks in the Region. BMC shall also be entitled to conduct advertising activities worldwide including the Region and in this case, the Distributor shall be responsible for assistance, monitoring and observation of the organization related to advertisings in the Region. The Distributor will introduce the Products by participating, at its own expense, in sales promotion activities and fairs organized within the Region.

Any advertising and promotion regarding BMC and/or the Products shall be in strict accordance with the directions given by BMC, in order to provide that it conforms in all respects to BMC's image and marketing policies and BMC Corporate Identity Standards. Any advertisement materials regarding the Products issued by the Distributor, including their presentation through internet, shall strictly conform to BMC's guidelines and must receive the prior written approval of BMC.

**8.8.** At any time during the Agreement, BMC reserves the right to accompany the Distributor's on-duty personnel through its officers and staff and to inspect anywhere in the Region it deems appropriate, including points of sales and depots of the Distributor. The Distributor shall permit the officers and staff of BMC to access its premises including its offices, warehouses and storage facilities, to monitor and observe its operations and to audit the stocks of Products. At the end of the audit, an audit report will be issued by BMC officials and will be notified in writing to the Distributor. If any deficiencies and/or failures of the Distributor or issues which should be rectified by the Distributor are notified in the audit report by the BMC, they shall be remedied by the Distributor within 30 (thirty) days as from the notification of the audit report. Otherwise, BMC reserves the right to be indemnified by Distributor against any damages.

## **9. GENERAL PROVISIONS**

**9.1. Intellectual Property Rights** – The Distributor accepts, declares and undertakes that it shall protect all intellectual property rights related to the Products and the trademark and trade name of BMC (with all of them "**Intellectual Property Rights**"), that Intellectual Property Rights belong to BMC, that under no circumstances, it shall not be in any production, sales, marketing and similar activities that may cause the infringement of Intellectual Property Rights, and that it shall abstain from all activities that may damage the Intellectual Property Rights and sales and distribution rights of the Products. Otherwise, BMC shall have the right to unilaterally and immediately terminate this Agreement and to claim compensation from the Distributor for any material and moral damages arising from such infringement. If the Distributor detects any activity infringing the Intellectual Property Rights, it shall immediately notify BMC in writing and all legal measures shall be taken by BMC. The Distributor shall ensure that its employees comply with the article related to the Intellectual Property Rights of the Agreement.

The Distributor may use BMC's Intellectual Property Rights only for the limited purpose of advertising the sale of the Products and identifying itself as a distributor of BMC in the Region and realising the purposes of this Agreement; such



use of the Intellectual Property Rights being made in BMC's sole interest. Any use of the trademarks subject to the Intellectual Property Rights on the Distributor's letter paper, on advertising materials or on any other materials addressed to third parties or on internet (especially on the Distributor's website, if any) shall require the prior written consent of BMC.

The Distributor shall inform BMC, as soon as it receives notice thereof, on any acts of unfair competition or infringement of BMC's Intellectual Property Rights by third parties and concerning the Products. The Distributor shall also assist BMC in defence of its rights in the Region, provided that all costs, expenses and charges thereof shall be borne by BMC.

In the event of expiration or termination of the Agreement for any reason; the Distributor undertakes to promptly remove any marks, trade name and other identifying marks, images, labels, documents and logos belonging to the Product and / or BMC; to return them to BMC on the request of BMC and not to use them in any way. Upon the expiration or termination of the Agreement for any reason, the Distributor agrees to avoid, in its contacts with third parties, to make any reference to the previous relation with BMC, which could confuse the customers, as to its present situation.

**9.2. Confidentiality** – The Parties accept, declare and undertake to keep all kinds of confidential information which they acquire under this Agreement confidential, in accordance with the terms and conditions of the “Non-Disclosure Agreement” which was signed by and between the Parties and which entered into force on ...../...../.....and to protect and not to disclose such information to any third parties.

**9.3. Term of Agreement and Termination** – The Agreement enters into force on Signature Date and shall remain valid for a period of 36 months (3 years) (“**Contract Duration**”) from the date of signature of the Agreement. The Parties may agree in writing to extend the Contract Duration with a 2-year period at least 30 (thirty) days before the end of the Contract Duration. The matters such as the minimum sales quotas for the extended years, the scope of the Products and services will be determined by the Parties in writing.

**9.3.1.** In case of failure to comply with the provisions of the Agreement, BMC shall submit a written notice requesting the remedy by the Distributor of the relevant breach within 90 (ninety) calendar days from the date of notification and if the Distributor fails to remedy within the said period, BMC may unilaterally and immediately terminate this Agreement, without penalty or compensation at the end of the specified period.

**9.3.2.** In case of termination of the Agreement, the Distributor agrees and undertakes that it shall not claim any compensation of whatever nature due such termination or emanating from such termination. In case of termination or expiration, the Distributor;

- (a) Cannot claim the return of the Products purchased from BMC. If requested by BMC, all Products in the Distributor's stock will be returned to BMC with a 25% discount on the invoice amount at the end of the calendar month on which the Agreement is terminated at the latest
- (b) Discontinue all sales, offers for sale, advertisement, promotion of the Products and cease representing itself as a distributor of BMC in the Region;
- (c) Co-operate with and assist BMC in effectuating an orderly and efficient transition from the Distributor to BMC or to another distributor in the Region;
- (d) Cease to make use of the trademarks subject to Intellectual Property Rights, and any marks confusable therewith and



remove the respective signs and symbols; and

(e) At BMC's request, return to BMC all items, documents, information systems and materials made available to it which are still in its possession, in particular all brochures, price-lists, catalogues, technical literature and advertising materials, including signs and the like, at the Distributor's risk and shipping expenses.

**9.3.3.** BMC may unilaterally and immediately terminate the Agreement in writing if the Distributor becomes insolvent, bankrupt or postpones bankruptcy or goes through liquidation, or becomes subject to attachment proceedings, an appointment of a trustee or a composition or similar proceedings.

**9.3.4. No Goodwill Indemnity** – The Distributor shall not be entitled to an indemnity for goodwill or similar compensation ("indemnity") in case of termination of the Agreement.

In case the applicable laws entitle the Distributor to any goodwill indemnity, such indemnity specified under the relevant laws replace any goodwill indemnity or equivalent compensation which may be due to the Distributor and the Distributor shall not be entitled to any other indemnity except for the goodwill indemnity regulated under such relevant laws.

**9.3.4.** The Distributor shall not assign or transfer, partially or totally, this Agreement or the rights and obligations under this Agreement, to a third party without prior written consent of BMC.

**9.4. Limitation of Liability** – BMC shall be liable only for those damages arising under and/or in connection with this Agreement for which BMC has expressly assumed liability by this Agreement or which arose as a result of acts of wilful misconduct and/or gross negligence of BMC. In the event that BMC (or any group company) is found liable for damages, loss and/or expense arising out of the performance of this Agreement, the Parties agree that such liability shall be limited to a sum equal to the total net sales volume under this contract during the preceding Calendar Year.

**9.5.** Except as otherwise provided for in this Agreement, BMC shall not be liable to the Distributor, or any third party, for any incidental or consequential damage (including any loss of use or loss of profits) in connection with any breach or default under this Agreement.

**9.6. Notification** - All notices (which expression includes any demand, request, consent or other communication) to be given under this Agreement shall be in writing in the Turkish and/or English language. The addresses of the Parties referred in this Agreement are accepted as the legal correspondence address. Unless a Party notifies the change of the correspondence address referred in the Agreement to the other Party through a written notice within 15 (fifteen) days after the change of address, notices to be made to the addresses referred herein shall be deemed to be valid. E-mail and facsimile correspondences between the Parties are accepted as valid proof in case of disputes.

**9.7. Shareholding Structure Change** - Any change in the shareholding structure of the Distributor shall be reported to BMC within 5 (five) working days from the date of said transaction. In the event of change of the controlling shareholder, BMC reserves the right not to continue the Agreement. In the event BMC exercises its right to termination under this article, provisions of Article 9.3.2 shall apply.

**9.8. Superiority of Agreement and Amendment** - This Agreement sets out the entire agreement and understanding between the Parties in connection with the Agreement and, supersedes and terminates (if any) all agreements (oral or written) previously concluded between the Parties on the same subject matter. No amendment to, or cancellation of any provision of this Agreement shall be valid unless set out in writing and executed by the Parties. The annexes to this Agreement are integral parts of the Agreement. For the avoidance of doubt, in case of a conflict between this Agreement and any annex of this Agreement, the terms of this Agreement shall be valid and binding on the Parties.

The invalidity of a particular provision of this Agreement shall not cause the invalidity of the whole Agreement, unless such provision is to be considered to be substantial, i.e. if the provision is of such importance that the Parties (or the Party



to the benefit of which such provision is made) would not have entered into the Agreement if they knew that such provision would be invalid.

**9.9. Force Majeure** – Neither Party shall be held responsible for failure or delay to perform all or any part of this Agreement due to flood, fire, earthquake, snowstorm, drought, hailstorm, hurricane, typhoon, civil-war, terrorism or any other force majeure events that are beyond the control of the effected Party. However, the Party whose performance is affected by the force majeure event shall give a written notice to the other Party of its occurrence as soon as possible and a certificate or a document of the occurrence of the force majeure event issued by the relative authority or a neutral independent third Party shall be sent to the other Party not later than 180 (one hundred eighty) days after it's occurrence. If the force majeure event continues for more than hundred 180 (one hundred eighty) days, any one of the Parties may terminate the Agreement with a written notice.

**9.9. Dispute Settlement** - This Agreement shall be governed and interpreted by the laws of Switzerland excluding its conflict of law provisions. Without prejudice to the rights of the Parties to demand a temporary decision from the courts that are authorized to render a decision concerning the subject matter of this Agreement or on behalf of themselves, any and all disputes, controversies and claims arising out of or relating to the Agreement shall be resolved under the Rules of Arbitration of the International Chamber of Commerce by 1 (one) arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Zurich, Switzerland and shall be conducted in English. The arbitration award shall be final and binding upon all Parties. Each Party shall bear its own costs for arbitration, provided, however, that the arbitration fee shall be borne by the losing Party.

**Stamp Tax** – Each of the Parties shall pay the stamp tax arising from its own country.

**9.10. Survival** – Any provision of this Agreement which by its nature is to survive the expiry or termination of the Agreement shall remain in full force after such termination or expiry, including but not limited to dispute settlement and confidentiality provisions.

This Agreement is composed of 9 (nine) articles and 2 (two) annexes. The Agreement has been concluded in 2 (two) copies by and between the authorized representatives of the Parties and entered into force on 10.09.2024 One copy shall be held by BMC and the other copy shall be held by Distributor.

#### LIST OF ANNEXES:

##### 1. Special Conditions

**S.R.L. AGROTRAC PRIM**

**Name– Surname:**  
**Stanislav IVANICENCO**

**Title:**  
**Administrator**

**Signature:**



**BMC OTOMOTİV SANAYİ VE TİCARET ANONİM  
ŞİRKETİ**

**Name– Surname:**  
**B. Tarik OZELER**

**Title:**  
**Export Sales Manager**

**Signature:**



**ANNEX-1****SPECIAL CONDITIONS OF DISTRIBUTORSHIP AGREEMENT DATED .....**

This Special Conditions is an integral part of the Distributorship Agreement dated 10.09.2024 between BMC Otomotiv Sanayi ve Ticaret Anonim Şirketi and S.R.L. AGROTRAC PRIM Where there is no provision in the Agreement, the provisions of the Special Conditions apply.

**1. BMC – DISTRIBUTER SALES PRICE: It is arranged as a list in the annex.**

**2. MINIMUM PURCHASE QUANTITY:**

The minimum purchase quantities related to the minimum purchase requirements for the 1<sup>st</sup> Calendar Year is set forth herein below. The minimum purchase quantities applicable for subsequent years of the Agreement shall be set out with the written consensus of the Parties and by an additional protocol to be annexed to the Agreement.

TABLE 1: Distributor's Minimum Purchase Quantities in 1<sup>st</sup> Calendar Year

| VEHICLE | MODEL | AMOUNT |
|---------|-------|--------|
| X       | X     | X      |
| X       | X     | X      |
| X       | X     | X      |

**3. PAYMENT:**

Payments will be made at the due dates specified by BMC. Payments will be made via bank transfer and payment terms will be defined in each sales agreement/purchase order form specifically . All expenses incurred from these transactions shall belong to the Distributor. All expenses incurred from the transactions performed by BMC out of the due dates shall be borne by BMC.

**ACCOUNT NAME:** BMC Dış Ticaret A.Ş.

**BANK NAME:** T. HALK BANKASI A.Ş.

**SWIFT CODE:** TRHBTR2A

**EUR IBAN:** TR63 0001 2009 6090 0058 0006 67

**BRANCH:** PINARBAŞI TİCARİ ŞUBE

**BRANCH CODE:** 9609



#### 4. DELIVERY - TRANSPORT - INSURANCE:

Unless otherwise specified in specific sales agreement or purchase order form, Products shall be delivered in factory warehouse of BMC at Kemalpaşa Caddesi No: 288 Pınarbaşı, 35060 İzmir - Turkey by INCOTERMS 2020 Ex Works and all expenses of freight and insurance shall be borne by the Distributor. If requested in writing, the Products may be couriered to the Distributor and on condition that all expenses of freight and insurance will be covered by the Distributor.

This Special Conditions constitutes an integral part of the Distributorship Agreement dated 10.09.2024 between BMC and the Distributor. The provisions of the Special Conditions shall apply in cases where there is no provision in the Agreement or where the Special Conditions are referred to.

**S.R.L. AGROTRAC PRIM**

**Name– Surname:**  
**Stanislav IVANICENCO**

**Title:**  
**Administrator**

**Signature:**



**BMC OTOMOTİV SANAYİ VE TİCARET ANONİM  
ŞİRKETİ**

**Name– Surname:**  
**B. Tarik OZELER**

**Title:**  
**Export Sales Manager**

**Signature:**

**BMC**  
OTOMOTİV SAN. VE TİC. A.Ş.