

# **DISTRIBUTION AGREEMENT**

*(Tractors and Spare Parts)*

This distribution agreement (hereinafter this "**Agreement**") is made this day 29th, of November 2019, by and between

**SAME DEUTZ-FAHR ITALIA S.P.A.**, a company organized and existing under the Laws of Italy, having its registered offices at Treviglio (Bergamo) viale F. Cassani n. 15 (hereinafter referred to as "**SDFI**"), represented by Mr. Ivano Volpon, acting in his capacity of Legal & Corporate Affairs and Internal Audit Director, duly empowered to sign this Agreement;

and:

**FPC Aprocomteh SR** a company validly incorporated and existing under the Laws of R. of Moldova, having its registered offices at Chisinau, Muncesti 426 A str. (hereinafter referred to as "**Distributor**"), represented by Mr. Anatolie David acting in his capacity of General Director, duly empowered to sign this Agreement;

WITNESSETH, That

WHEREAS, the Distributor is active in the business of marketing and selling farm tractors and spare parts, and its organization includes qualified staff and premises suitable for supplying technical after-sale assistance to the customers;

WHEREAS, the Distributor is interested in being granted the distributorship of farm tractors and spare parts which are manufactured, marketed and sold world-wide by the group to which SDFI belongs;

WHEREAS, SDFI is duly entitled to grant the distributorship under the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the recitals above and mutual covenants contained herein, the parties hereto agree as follows.

## **1. Distributorship and Territory**


1.1 Save what is provided under article 6.5 below, SDFI hereby appoints the Distributor, which accepts, as an exclusive distributor for selling and after-sale servicing of farm tractors bearing the **trademark "Deutz Fahr"**, hereinafter referred to as the "**Products**". In addition SDFI appoints the Distributor, which accepts, as an exclusive distributor for selling original spare parts, lubricants, and accessories for the Products repair services for them (hereinafter referred to as the "**Spare Parts**") and providing after sales / repair services for the Products. The Spare Parts are those listed in the **Appendix 1**. In furtherance, SDFI appoints the Distributor, which accepts, as an exclusive distributor for "**Deutz Fahr**" merchandising items, under the terms and conditions to be agreed separately on a yearly basis.

This distributorship and any rights hereunder granted to the Distributor in accordance with this Agreement:

(i) shall not include any other tractors or similar equipment which may be manufactured or marketed by SDFI, or other companies of the group to which the latter belongs, with other trademark than "**Deutz Fahr**" or any other spare parts but those relevant to the Products; and  
(ii) shall be limited to the **territory of the Republic of Moldova** (hereinafter referred to as the "**Territory**").

1.2 The Distributor shall purchase and sell the Products and Spare Parts in its own name and for its own account. The Distributor shall not be authorized to bind SDFI contractually. The Distributor shall be free in the negotiation of sales prices with its customers.

1.3 If the Distributor itself appoints resellers for Spare Parts, e.g. so-called "B-dealers", it shall be obliged to agree with them on appropriate sureties in the interest of SDFI. If the Distributor disposes of SDFI's





## X. Final provisions

1. Place of performance is the delivery plant.
2. If the Distributor is a merchant, then our registered office is the proper venue; however, we are also entitled to sue the Distributor in another venue.
3. This contract shall be governed by and construed in accordance with the laws of Italy, also excluding the applicability of Vienna United Nations Convention on Contracts on the International Sale of Goods (CISG) and of the Italian rules of Private International Law (conflict of laws).

Date: November 29, 2019

The Distributor

Is hereby expressly acknowledged that the following clauses have been examined and approved:

- (III) Scope of delivery;
- (IV) Price and payment;
- (VI) Passing of risk and taking delivery;
- (VII) Claims for defects / liability;
- (VIII) Warranty;
- (IX) Retention of title.

Date: November 29, 2019

The Distributor





Контракт № \_\_1\_\_ / \_\_ (20.07.2022) \_\_

METAL-TECHNIK S.C. JAROSŁAW ADAMSKI JOANNA ADAMSKA, UL.NOWOGRODZKA 58, 18-400 ŁOMŻA NIP 7182060921, POLSKA именуемое в дальнейшем «Продавец», в лице JAROSŁAW ADAMSKI с одной стороны и F.P.C. 'APROCOMTEH' S.R.L, именуемое в дальнейшем «Покупатель», в лице **Давид Анатолие**, с другой стороны, заключили настоящий Контракт о нижеследующем:

### 1. Предмет контракта

- 1.1. Покупатель оплачивает, а Продавец поставляет технику и запасные части (далее именуемые Товар).
- 1.2. Количество, комплектация, цена, условия и срок поставки согласовываются Сторонами и указываются в Спецификациях, являющихся, после подписания их сторонами, неотъемлемой частью настоящего Контракта.
- 1.3. Общая сумма контракта составляет 42 156,00 (сорок две тысячи сто пятьдесят шесть) евро.

### 2. Условия поставки

- 2.1. Отгрузка осуществляется на следующих условиях: FCA Gałkówka
- 2.2. С каждой отгружаемой партией Товара Продавец направляет Покупателю следующие документы:
- счет-фактура - 4 экземпляра (2 оригинала, 2 копии);
  - товарно-транспортная накладная CMR - 3 экземпляр (3 копии)
  - Упаковочный лист
  - Сертификат качества
  - Сертификат происхождения
  - EUR1

### 3. Порядок расчетов

- 3.1. Оплата за товар производится:
- в виде предварительной оплаты по банковским реквизитам указанным в пункте 12 настоящего контракта.
  - предоплата 30% при заказе
  - остальные 70% оплаты - перед загрузкой машины
- 3.2. В случае нарушения Продавцом согласованных сроков поставки товара, Покупатель имеет право требовать, а Продавец обязуется уплатить пени в размере 0,05% от стоимости неисполненного обязательства Продавца за каждый день, следующий за датой поставки, заранее согласованной с Продавцом и указанной в Спецификации
- 3.3. В случае нарушения Покупателем согласованных сроков оплаты стоимости отгруженного товара, Продавец имеет право требовать, а Покупатель обязуется уплатить пени в размере 0,05% от стоимости неисполненного обязательства за каждый день просрочки.

### 4. Упаковка и маркировка

- 4.1. Упаковка и маркировка поставляемого товара должна соответствовать установленным стандартам ЕС и техническим условиям завода-изготовителя и гарантировать при должном обращении с товаром его сохранность во время транспортировки.
- 4.2. Упаковка входит в стоимость товара и повторному использованию не подлежит

### 5. Приемка по количеству и качеству

- 5.1. Приемка товара осуществляется Покупателем в

Contract No \_\_1\_\_ / \_\_ (20.07.2022) \_\_

METAL-TECHNIK S.C. JAROSŁAW ADAMSKI JOANNA ADAMSKA, UL.NOWOGRODZKA 58, 18-400 ŁOMŻA NIP 7182060921, POLAND, hereinafter referred to as "Seller", in the person of JAROSŁAW ADAMSKI on the one side, and F.P.C. 'APROCOMTEH' S.R.L hereinafter referred to as "Buyer", in the person of **David Anatolie**, on the other side, have concluded the present Contract for the following:

### 1. Subject of the contract

- 1.1. The Buyer pays and the Seller delivers machinery and spare parts (hereinafter referred to as the Goods).
- 1.2. Quantity, specification, prices, terms of delivery are agreed by the parties and are shown in Specifications. The Specifications signed by the parties are integral part of the Contract.
- 1.3. The total amount of the contract is 42 156,00 (forty two thousand one hundred and fifty six) euro.

### 2. Conditions of delivery

- 2.1. Terms of delivery:
- FCA Gałkówka
- 2.2. With each party of Goods the Buyer sends the following documents to the Seller:
- Invoice - 4 pieces (1 original, 3 copies);
  - CMR document- 3 piece (3 copies);
  - Packing list
  - Quality certificate
  - Declaration of origin
  - EUR1

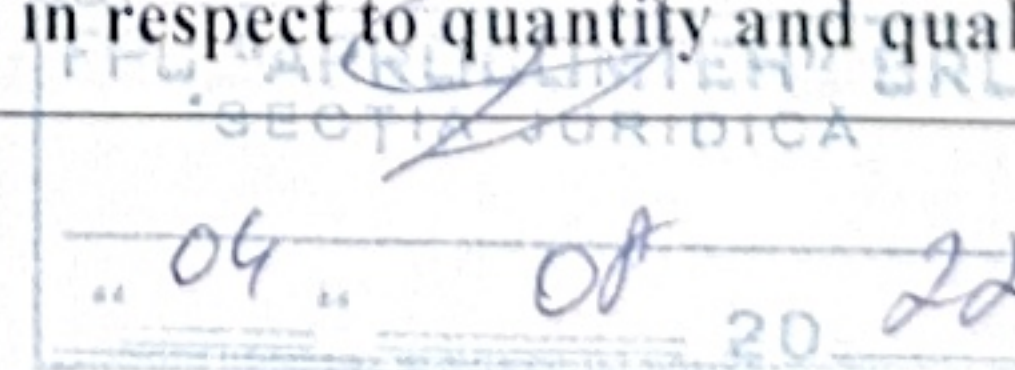
### 3. Conditions of payment

- 3.1. Payment for the goods will be made:
- by payment in advance on the account indicated in the clause 12 of the present Contract.
  - 30% as a confirmation of every order
  - 70% before goods loading on truck
- 3.2. In case of breach by the Seller the agreed delivery date the Buyer is entitled to claim and Seller agrees to pay interest at a rate of 0.05% of the cost of default by the Seller for each day following the date of delivery, agreed in the past with the Seller
- 3.3. In case of breach by the Buyer the agreed payment terms of the shipped Goods, the Seller is entitled to claim and Buyer agrees to pay interest at a rate of 0.05% of the cost of default for each day of the delay

### 4. Packing and marking

- 4.1. Packing and marking of the delivered goods should correspond to the established standards of the EU and technical requirements of the producer and guarantee the goods safety during transportation at the due manipulation with it.
- 4.2. Packaging is included in cost of goods and can not be reuse.

### 5. Acceptance of the goods in respect to quantity and quality







To:

Mr.Cristian Cotorobai  
SOS.MUNCESTI 426 MD-2002

Chisinau Moldova 37322555400 - TVA 0301178

Statement

Dear Sir or Madam

We FLM TARIM OTOMOTIV.SAN.TİC.LTD.ŞTİ with adress Yeni sanayi Sit.46.sok No :7

Karesi / Balıkesir , Turkey , declare that FPC APROCOMTAH SRL with adress SOS.MUNCESTI 426 MD-2002 Chisinau , Moldova is our official and exclusive dealer for our products , trailers Trade mark VOLKAN for the territory of Moldova .

Also we authorize the company FPC APROCOMTAH SRL to use all our certificates for the process of registration and to sell all our products in the territory of Moldova .

With best regards

Date : 01.01.2023

**FLM TARIM OTOMOTİV**  
**SAN. VE TİC. LTD. ŞTİ.**  
Mrk. : Yeni Sanayi Sitesi 46. Sk. No. 7 BALIKESİR  
Şube : Yeni Sanayi Sitesi 46. Sk. No. 10 BALIKESİR  
Tel : (0.266) 246 55 61 - Faks : (0.266) 246 53 89  
Tic Sic. No. : 11021 Mersis No. : 0388013468700019  
Karesi Vergi Dairesi : 388 013 4687